

Truth in Lending Disclosure

Borrower: John Doe
1234 Term Loan Ave.
Suite 42
Klarnatown CA 90210

Creditor: WebBank
Salt Lake City, UT

All numerical disclosures and the first payment due date are **estimates**, except the number of payments is not an estimate. The Late Payment Charge and Prepayment disclosures are not estimates.

ANNUAL PERCENTAGE RATE: (the cost of your credit as a yearly rate)	19.99%
FINANCE CHARGE: (the dollar amount the credit will cost you)	\$19.99
Amount financed: (the amount of credit provided on your behalf)	\$200.00
Total of Payments: (the amount you will have paid when you have made all scheduled payments)	\$219.99
Payment Schedule:	Number of payments: 6 (monthly starting on the first payment due date) Amount of payments 1-5: \$36.00 Amount of payment 6: \$39.99 First payment due date: December 5, 2021
Late Payment Charge:	If you fail to make a payment on its scheduled due date, you will be assessed a late fee of 25% of the payment that is due, not to exceed \$7.
Prepayment:	You will not be assessed a prepayment penalty if you pay off your loan early.

Refer to the Loan Agreement for information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment.

Itemization of Amount Financed: \$200.00 will be paid to MediaMarkt by the creditor on your behalf. \$0 will be paid directly to you.

Loan Agreement

SECTION 19 OF THIS LOAN AGREEMENT IS AN ARBITRATION PROVISION. UNLESS YOU ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

This Loan Agreement (which includes the Truth in Lending Disclosure) ("Agreement") is between you and WebBank, a Utah-chartered industrial bank. In this Agreement, references to the pronouns "you," "your," and "I" refer to the borrower for this loan and references to "we," "us," or "our" refer to WebBank. **This is a consumer credit transaction.**

1. Promise to Pay

You are instructing WebBank to pay \$200.00 ("Purchase Amount") to the merchant designated in the Itemization of Amount Financed section of the Truth in Lending Disclosure above ("Merchant") as payment for your purchase from the Merchant. The Purchase Amount is an estimate as it may not include additional charges imposed by the merchant, such as tax and shipping charges, and may increase from the stated Purchase Amount. If the merchant adds additional charges, including tax or shipping charges, to your final order amount, the Purchase Amount under this Loan Agreement will be adjusted to reflect such additional charges, and we will send you an updated Loan Agreement with the adjusted Purchase Amount. If the actual final amount of your purchase from the Merchant is less than \$200.00, your Amount Financed will be such lesser amount and your monthly payment amounts will be adjusted as described in Section 4. You promise to pay the Amount Financed plus any Finance Charge to WebBank, as well as any other amounts owed under this Agreement.

2. Term of Loan

Your loan will be made, and the term of your loan begins, on the day the Merchant confirms your order ("Order Confirmation Date"). Your loan ends on the same numerical date 6 calendar months later, or the last day of the month in the event that the ending month ends before that numerical date, except as set forth in Sections 4 and 6 below.

3. Interest

Your loan has an annual interest rate of 19.99%, and interest accrues daily on the unpaid principal balance (simple interest). In some circumstances, the actual amount of interest you pay may differ from the Finance Charge disclosed in the Truth in Lending Disclosure. For example, if you make a late payment, you will pay more interest because interest accrues on the unpaid principal balance. If the final amount of your purchase with the Merchant is lower than the Amount Financed disclosed in the Truth in Lending Disclosure, or if you make an overpayment or pay early, you may pay less interest. In the event that some or all of your purchase is returned to the Merchant, your unpaid principal balance will be adjusted after we have confirmed the return, but you will not receive a refund of any accrued interest or fees on the returned portion of your order.

If the Merchant experiences a delay in confirming all or some of your purchase, such portion of your purchase will be excluded from your outstanding principal balance and will not be subject to interest, until such time that the Merchant does confirm the purchase. If, after confirming a portion of your purchase, the Merchant cancels a portion of your purchase, such cancelled portion of your purchase will be excluded from your outstanding principal balance and will not be subject to any interest. Any such adjustments may not be reflected immediately following a delay or cancellation.

4. Payments

You agree to pay 6 monthly payments of principal and interest in accordance with the Payment Schedule in your Truth in Lending Disclosure beginning on or about 12/05/2021, which is approximately one month after the expected Order Confirmation Date. You will be notified when your first payment due date is finalized. Your remaining monthly payments will be due over the next 6 calendar months on the same numerical day of the month as the first payment due date, or the last day of the month in any month that ends before the numerical day of the first payment due date. The date that your final payment is due is the maturity date of this Agreement.

Your monthly payments due will be substantially equal, although your final payment may be higher or lower than other scheduled payments due to the effects of the following: (1) rounding; (2) early or late payments that you make during the term of your loan; (3) changes to your outstanding principal balance resulting from returns or cancellations; or (4) prepayments (as described in Section 6). In some cases, one or more of the immediately preceding items may result in the elimination or reduction of one or more scheduled monthly payments. The amount of each monthly payment due is set forth in the Payment Schedule above. The amount of each monthly payment due, not just the final payment(s), may change due to reductions of the Purchase Amount, changes to the Order Confirmation Date, and cancellations or returns of goods and services you have purchased. If the reduction occurs before any part of your purchase is shipped or otherwise delivered to you, each monthly payment due will be reduced (i.e., reamortized). If the reduction occurs after a part of your purchase is shipped or otherwise delivered to you, only the amount of your final payment(s) will be adjusted as noted above.

Regularly scheduled payments are allocated first to fees, then interest, then to principal, or in any other manner determined by us in our sole discretion. If any payment that you make before a payment due date is less than the amount of the next scheduled installment, you must pay the difference on or before the next payment due date.

5. Payment Methods

We will accept payments in U.S. dollars via payment method we make available. We do not accept payments in cash or cryptocurrency. All communications to us by you concerning disputed debts, including payments marked as "paid in full" or something similar, must be sent to "WebBank c/o Klarna Customer Service, P.O. Box 8116, Columbus, Ohio 43201. We may require you to select a payment method when you apply for a loan, but agreement to repayment via recurring preauthorized electronic fund transfers is not required in order to obtain a loan from us.

If you attempt to make a payment with us and the account associated with your payment method has insufficient funds, your financial institution may charge you an insufficient funds fee under your agreement with them. If you have any questions about those charges, contact the financial institution that issued your payment method.

6. Prepayment

You may prepay your loan in full at any time, without penalty. If your prepayment results in a credit balance, you are entitled to a refund to the extent of the overpayment. However, you agree that in the event of such overpayment, we may apply the overpayment amount to other loans you may have with us.

We may, but are not obligated to accept partial prepayments. If a partial prepayment is accepted, your payment will be allocated first to any fees, accrued interest, then to principal balance.

7. Late Fee

If a payment is not made by its scheduled due date, you agree to pay us a Late Fee of 25% of the payment amount due, not to exceed \$7.

8. Restrictions on Use

You agree and represent to us that your loan proceeds are not being used for: (i) engaging in any illegal activity; (ii) any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board; (iii) purchasing or carrying any securities; (iv) investing, trading, or speculating in any currencies, including without limitation cryptocurrencies or digital currencies or any futures or derivatives thereof; (v) cash withdrawals; (vi) transactions involving items that are directly convertible to cash, for example wire transfer money orders, prepaid cards or pre-paid digital wallets, foreign currency, money orders and travelers checks; (vii) gambling, including but not limited to, lottery tickets, government owned lotteries, casinos, casino gaming chips, off-track betting, horse/dog racing and other wagers at race tracks; and (viii) massage parlors, escort and similar services.

9. Nonpayment, Default, Right to Accelerate

Subject to applicable law, you will be in default on this Agreement if:

- you fail to make any monthly payment in full by the due date in accordance with this Agreement;
- you file or have instituted against you any bankruptcy or insolvency proceeding or make any assignment for the benefit of creditors;
- you fail to comply with any other obligation in this Agreement; or
- you provide inaccurate, untrue, or incomplete information to us or our service provider or make material misrepresentations in your application or in connection with this Agreement.

If you are in default, subject to applicable law (including any notice or right to cure required by law), we may require you to pay your entire loan balance plus accrued interest in full immediately. You agree to pay all reasonable costs and expenses we incur in enforcing this Agreement to the extent not prohibited by applicable law. Those expenses include, but are not limited to, reasonable attorneys fees.

10. No Waiver

If we elect to not accelerate the loan as a result of a default, or offer alternate payment arrangements to you, this will not constitute a waiver of our rights under this Agreement. We may exercise all options available under this Agreement for future defaults.

We may accept late or partial payments without losing any of its rights under this Agreement. We may delay enforcing any of its rights without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion. We are not obligated to: (i) demand payment of amounts due; (ii) give notice that amounts due have not been paid; or (iii) obtain an official certification of nonpayment, and you waive each of the foregoing.

11. Notices

Subject to applicable law, any required notices under this Agreement may be provided by us electronically, via telephone, or via mail at our discretion. Unless applicable law requires a notice to be delivered by a specific method, you agree we may deliver notices using any contact information you have provided. All notices to us must be delivered to WebBank c/o Klarna, PO Box 8116, Columbus, OH 43201.

12. Consent to Communications

You agree that your telephone communications with us, our service provider Klarna Inc., and each of our and its representatives, affiliates, agents and other service providers (the "Communicating Parties") may be monitored, recorded and retained by any of them, although they have no obligation to do so. You expressly authorize the Communicating Parties to contact you at any telephone number you provide to the Communicating Parties now or in the future, or any number you have previously provided to the Communicating Parties, using an autodialer, pre-recorded messages, and/or text messages, in order to provide alerts and other information regarding your current or future applications, agreements and accounts for all products you have had, currently have, or may have with or through us. Message and data rates may apply. You also expressly consent to the Communicating Parties sending email messages to your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding this Agreement. You understand and agree that because calls may be automatically dialed and that a message may be automatically delivered or played, calls and messages may be read or listened to by anyone with access to your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that the Communicating Parties are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communications that the Communicating Parties may send you. You agree that this authorization constitutes a bargain for exchange and that, unless applicable law permits you such a right, you may not unilaterally revoke this authorization. To the extent you have a right to unilaterally revoke this authorization, you agree you may do so only by writing to WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201.

13. Credit Report Access and Reporting

You authorize us and our agents or service providers to obtain consumer reports and other information about you from consumer reporting agencies, when you apply for a loan and periodically thereafter until your loan is repaid in full. You agree that we may use such consumer reports and other information to determine your eligibility for a loan and other credit products. You also agree that we and our agents or service providers may use such consumer reports and other information for the servicing and collection of your loan. Obtaining your consumer report will not impact your credit score and does not leave a hard inquiry on your credit report.

We may report information about your loan to credit bureaus. Late payments, missed payments, or other defaults on your loan with us may be reflected in your credit report.

If you believe information that was given to a credit bureau is incorrect, write to the address below. Make sure to indicate the specific information you believe is incorrect.

WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201

14. Consent to Receive Debt Collection Emails

You agree that if you are in default, we or our service providers may engage in collection efforts to recover amounts that you owe under this Agreement. In addition to the consent to communications you provide above, you specifically consent to receive debt collection emails from TrueAccord Corp, Simm Associates, or any other debt collection service providers ("DSP") engaged by us or our service providers to recover amounts that you owe under this Agreement. You certify that any email address you provide to us can be used by DSPs for debt collection communications. You also certify that any email address you provide is a personal email address and not a work email address. If you change your email address, you agree to update your email address with us.

15. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent.

16. Governing Law

This Agreement and your loan will be governed by federal law applicable to a FDIC-insured institution and, to the extent not preempted by federal law, the law of Utah, without regard to its choice of law provisions, including any applicable statutes of limitations. You agree that this Agreement is entered into between you and WebBank, and received by WebBank, in Utah and WebBank extends credit to you from Utah, whether or not you live in Utah. WebBank will make the decision whether to extend a loan to you based on criteria established in Utah. If this loan is a Colorado Specified Loan (defined below), this Agreement is governed by Colorado law, except where otherwise preempted or authorized by federal law, including that any "interest" terms as contemplated by 12 U.S.C. § 1831d shall be governed by 12 U.S.C. § 1831d and the laws of the state of Utah. A "Colorado Specified Loan" is a loan where: (i) you are a Colorado resident on the date you agree to this Loan; and (ii) the APR disclosed in the Truth in Lending Disclosure above exceeds the maximum finance charge permitted under the Colorado Uniform Consumer Credit Code for a supervised loan.

17. One-Time Card and Gift Card

WebBank's payment to the Merchant may be disbursed through the use of a virtual card ("One-Time Card") issued by a third-party bank other than WebBank ("Virtual Card Issuer"). You agree that WebBank is not responsible or liable in any way for the One-Time Card, the One-Time Card Terms, and the actions or non-actions of the Virtual Card Issuer.

18. Entire Agreement

This Agreement is a binding contract and may not be contradicted by evidence of any alleged prior oral agreement or of an alleged contemporaneous oral agreement between you and WebBank, its agents, or its service providers.

19. Arbitration

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) OPT OUT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED BELOW, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A JURY TRIAL OR A CLASS ACTION.

19.1 Scope of Provision. Except as set forth in Section 19.2, you agree that any and all past, present, or future disputes or claims including without limitation (a) federal and state regulatory and statutory claims, (b) common law claims, (c) claims under local ordinances, (d) data breach or privacy claims and (e) claims based in contract, tort, intentional tort, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement, your loan, purchases or payments you make, transactions you engage in, collection of amounts due, or the corresponding relationship between you, on the one hand, and WebBank and/or Klarna Inc., and their agents, employees, officers, directors, predecessors in interest, and successors and assigns (for purposes of this section, collectively the "WebBank/Klarna Parties"), on the other hand, (collectively, ("Dispute(s)")) – at the election of either you or us – be resolved exclusively through final and binding arbitration, as set forth in this section ("Arbitration Provision"), rather than in court, before a judge or a jury. This Arbitration Provision is also binding upon and may be enforced by any third party who is named as a co-defendant with us in a claim asserted by you.

19.2 Exceptions to Arbitration.

a. If any party contends that the amount of a claim in a Dispute is within the jurisdiction of the small claims court (or an equivalent court), it may instruct the administrator to administratively close the arbitration case, prior to payment of fees, and direct that the claim be filed, if at all, in small claims court. Upon such a request by a party, the arbitration providers shall administratively close the arbitration proceeding. Any dispute about whether a claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the small claims court lacks jurisdiction over the action. Only in the event that the small claims court determines that it lacks jurisdiction over the Dispute may the arbitration provider reopen the arbitration case.

You and we acknowledge that failure to comply with the provisions of this Section 19.2 would irreparably harm the party requesting administrative closure of the arbitration proceeding, and you and the WebBank/Klarna Parties agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section 19.2 are resolved by the court. You and we do not have to arbitrate a small claim that is filed in small claims court, but if that claim is transferred, removed, or appealed to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring any counterclaim or cross-claim that is for more than the small claims court's jurisdiction, you or we can elect to have the entire claim (including the counterclaim or cross-claim) resolved by arbitration.

b. This Arbitration Provision shall not apply to transactions subject to the Military Lending Act involving covered borrowers, as defined in the Act. Thus, if your claim involves a covered transaction under the Military Lending Act, this Arbitration Provision will be inapplicable to such claim.

19.3 This Arbitration Provision shall be broadly construed and any dispute or arbitration hereunder will be governed by the Federal Arbitration Act ("FAA"), federal law, and the laws of the State of Utah as provided in the "Governing law, venue" section of the Agreement, without regard to principles of conflict of law, including any applicable statutes of limitations. The arbitrator's award shall be final and binding, except for any appeal rights under the FAA, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award.

19.4 Waiver of Jury Trial. IF A DISPUTE IS ARBITRATED, THE PARTIES WAIVE THEIR RIGHT TO RESOLVE THE DISPUTE IN COURT BEFORE A JUDGE OR A JURY. IF FOR ANY REASON A DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT YOU HAVE WITH THE WEBBANK/KLARNA PARTIES OR THE RELATIONSHIP BETWEEN YOU AND THE WEBBANK/KLARNA PARTIES PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND THE WEBBANK/KLARNA PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

19.5 NO CLASS OR MASS ACTION ("Class and Mass Action Waiver") YOU AND THE WEBBANK/KLARNA PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING, UNLESS BOTH YOU AND THE WEBBANK/KLARNA PARTIES AGREE OTHERWISE IN WRITING, AND EXCEPT AS PROVIDED IN SECTION 19.8(F), THIS ARBITRATION WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION AGAINST THE WEBBANK/KLARNA PARTIES, AND WILL ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF IN ANY CURRENT OR FUTURE CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION BROUGHT AGAINST THE WEBBANK/KLARNA PARTIES BY SOMEONE ELSE. EXCEPT AS SET FORTH IN SECTION 19.8(F), THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) AVAILABLE IN AN INDIVIDUAL LAWSUIT ONLY EXCEPT AS SET FORTH IN SECTION 19.8.F BELOW.

19.6 Initial Dispute Resolution. Before submitting a claim for arbitration in accordance with this Arbitration Provision, you and we agree to try, for 60 days, to resolve any Dispute informally. Any party wishing to bring a claim agrees to provide a notice of the Dispute ("Notice of Claim") to the other parties, which shall include the sender's name, address and contact information, the facts giving rise to the Dispute, and the relief requested. The Notice of Claim shall be an individualized claim specific to the individual bringing the claim. Any Notice of Claim to the WebBank/Klarna Parties shall be sent to: noticeofclaim.us@klarna.com from the primary email address associated with your account. The WebBank/Klarna Parties will not respond to any emails sent to this email address that do not relate to a Notice of Claim. Any Notice of Claim sent to you will be sent to the most recent email address the WebBank/Klarna Parties have recorded for you. To minimize the cost and inconvenience to all parties, and to promote prompt resolution of Disputes, you and we agree that engaging in this initial dispute resolution process is a material term of this Agreement and a requirement that must be fulfilled before commencing any arbitration. You and we agree to act in good faith to resolve the Dispute before commencing arbitration in accordance with this Section 19.6.

19.7 Compliance with Section 19.6. You and we agree that arbitration (as well as any obligation to pay arbitration fees) shall be stayed until the initial dispute resolution process in Section 19.6 is complete. You and we acknowledge that any party's failure to comply with the provisions of this Section 19.7 would irreparably harm the other, and you and we agree that a court may issue an order staying arbitration (and any obligation to pay arbitration fees) until the initial dispute resolution process in Section 19.6 is complete.

19.8 Arbitration Procedure.

a. If you or we elect to arbitrate a claim, it will be resolved by mandatory binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, discovery is more limited, and court review of an arbitration award is very limited. However, an arbitrator will follow applicable substantive law consistent with the FAA and give effect to applicable statute of limitations, defenses and privileges. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual, including monetary damages, punitive damages (subject to constitutional limits that would apply in court), attorneys' fees and costs and individual injunctive or declaratory relief. An arbitrator also must follow this Agreement or any other agreement you have with the WebBank/Klarna Parties as a court would.

b. A claim may be submitted to binding arbitration at any time, regardless of whether you or we have previously initiated any lawsuit or other proceeding. If a party files a lawsuit in court asserting initial claims, counterclaims, cross-claims or third-party claims that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the claim(s) to start the arbitration proceeding in accordance with the administrator's rules and procedures.

Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.

- c. Except as set forth Section 19.8(F), the arbitration will be conducted by FedArb under its rules and procedures. FedArb's rules are available at <https://www.fedarb.com>. A form for initiating arbitration proceedings is available on the FedArb's website at <https://www.fedarb.com/arbitration-submission-forms/>. The arbitrator must be a retired judge or attorney with more than 10 years of experience. If FedArb cannot serve, the parties may agree on another administrator or arbitrator in writing. Absent such written agreement, a court with jurisdiction will select the administrator or arbitrator. Any administrator or arbitrator selected by the parties or a court will be bound by the terms of this Arbitration Provision.
- d. The arbitration shall be held in a location reasonably convenient to where you reside or at another mutually agreed upon location. Attendance at an in-person hearing may be made by telephone by you and/or the other party, unless the arbitrator requires otherwise. No arbitration award involving the parties will have any preclusive effect on any issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties be preclusive of any issues or claims in an arbitration between the parties to this Arbitration Provision.
- e. Expedited Arbitration. If the value of the relief sought is \$10,000 or less, either you or we may elect to resolve the dispute under FedArb Rule 16 (Expedited Disposition), with administration by FedArb, provided, however, that such rules shall be modified as follows:
- Tribunal. The tribunal shall consist of a single arbitrator selected from FedArb's list of panelists, unless the parties agree on three arbitrators, selected in accordance with the FedArb Rules.
 - Deadlines. No party may ask the tribunal, and no arbitrator may ask the parties, for an adjournment of any deadline; adjournments may only be implemented as agreed by all parties, or for good cause as determined by the FedArb administrator.
 - Place of Arbitration. Arbitrations shall be held at a venue that minimizes costs; telephonic or video hearings will be utilized whenever possible.
 - Procedural Order and Timetable. As soon as practicable, and no later than 30 days after Respondent's Answer is filed, the tribunal shall confer with the parties and issue a procedural order and timetable that reserves agreed dates for the hearing on the merits and such preliminary deadlines as may be appropriate. There are to be no motions to enforce discovery requests, to dismiss, for summary judgment, or for any other form of relief except (1) by agreement of all parties, or (2) upon a determination by the tribunal that the motion is necessary and likely to enhance efficiency.
 - Documentary Discovery. All parties shall provide discovery of nonprivileged documents relevant to any party's claim or defense and proportional to the needs of the case (as measured by the standards set forth in Federal Rule of Civil Procedure 26(b)) within 45 days of the final pleading; only documents produced in discovery shall be permitted to be introduced into evidence absent a showing that the document was unavailable for earlier production.
 - Requests for Admissions Prohibited. The parties shall submit an Agreed Statement of Facts at least thirty days before the hearing.
 - Depositions. No depositions shall be held except by agreement of the parties, or upon a showing that the interests of justice require the pre-hearing testimony of a particular witness.
 - Expert Discovery. Experts shall be used only on issues requiring expert testimony, and only upon agreement; expert testimony shall be provided in writing, at least 30 days in advance of the hearing, and an expert's oral testimony shall be limited to the scope of the expert's written testimony.
 - Pre-hearing Briefs. The parties shall file pre-hearing briefs only if they agree such briefs are necessary, and with the tribunal's approval on such conditions as to scope and length as the tribunal considers appropriate.
 - Exhibits. The parties shall file a single set of all the exhibits they agree should be admitted into evidence. All other exhibits shall be party-designated. Paper copies shall be filed only as required by the tribunal, which shall be provided with digital versions of all papers and exhibits in a convenient format.
 - Hearing. The hearing shall be recorded in an economical manner, and transcripts will be ordered only as required by the parties or tribunal. Hearing time shall be divided equitably among the parties, unless otherwise agreed.
 - Post-hearing Briefs & Oral Argument. Post-hearing briefs shall be filed only on agreement by the parties and with the tribunal's consent; they shall generally be considered unnecessary where the parties have filed pre-hearing briefs. Oral argument shall be held whenever possible as a substitute for briefing and as promptly after the close of the hearing as possible.
 - Award. The parties shall agree on the form of award no later than the completion of the hearing. An Award may be formal (including findings of fact and conclusions of law), reasoned (setting out the tribunal's reasoning in a logical but informal manner, or conclusory (setting out the tribunal's conclusions without reasoning). In the absence of agreement, the Award shall be reasoned. The tribunal may issue partial final awards where necessary.
 - Finality. The parties agree that the Award (or awards) shall be final, except as provided in the Federal Arbitration Act and other governing authorities, and that they waive any right to a trial by jury. The parties may agree at any time during the arbitration process on a right to appeal to a panel of FedArb arbitrators as provided in FedArb Rule 12.
- f. Initiation of Mass Arbitration. If 20 or more demands for arbitration are filed relating to the same or similar subject matter, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration."

i. If a Mass Arbitration is commenced, you and we agree that it shall be governed by FedArb's Rules, including FedArb's Framework for Mass Arbitration Proceedings ADR-MDL, available at <https://www.fedarb.com/>, but excluding any rules that permit arbitration on a class-wide basis (the "FedArb Rules"), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500.

ii. Before any Mass Arbitration is filed with FedArb, you and we agree to contact FedArb jointly to advise that the parties intend to use FedArb's Framework for Mass Arbitration Proceedings ADR-MDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb's claim form(s) and as directed by FedArb.

iii. Consistent with Section 19.7 above, you and the WebBank/Klarna Parties agree that if either party fails or refuses to commence the Mass Arbitration before FedArb, you or the WebBank/Klarna Parties may seek an order from a court of competent jurisdiction compelling compliance with this Section 19.8(F) and compelling administration of the Mass Arbitration before FedArb. Pending resolution of any such requests to a court, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and the WebBank/Klarna Parties acknowledge that either party's failure to comply with the provisions of this Section 19.8(F) would irreparably harm the other, and you and the WebBank/Klarna Parties agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section 19.8(F) are resolved by the court.

19.9 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in accordance with the applicable arbitration rules unless the arbitrator finds that either the substance of the Dispute or the relief sought in the claim was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

If you or the WebBank/Klarna Parties need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the initial dispute resolution process in Section 19.6 and the mass arbitration process in Section 19.8(F), is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

19.10 30 Day Opt-out Right. NOTWITHSTANDING THE FOREGOING, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT IN ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION PROVISION WITHIN 30 DAYS FROM THE DATE YOU FIRST APPLY FOR THE ACCOUNT OR OTHERWISE ACCEPT THIS AGREEMENT (THE "OPT OUT DEADLINE"). YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FULLY COMPLETING, SIGNING AND DATING THE ARBITRATION OPT-OUT NOTICE FORM LOCATED AT http://cdn.klarna.com/1.0/shared/content/legal/en_us/arbitration/opt_out_notice_credit.pdf AND MAILING IT VIA FIRST-CLASS MAIL AT THE FOLLOWING ADDRESS:

KLARNA ARBITRATION OPT-OUT
P.O. BOX 8116
COLUMBUS, OHIO 43201.

ANY ARBITRATION OPT-OUT NOTICE RECEIVED AFTER THE OPT-OUT DEADLINE WILL NOT BE VALID AND YOU MUST PURSUE YOUR CLAIM IN ARBITRATION OR SMALL CLAIMS COURT.

IF YOU DO NOT OPT OUT BEFORE THE OPT OUT DEADLINE, THIS ARBITRATION PROVISION WILL BE PART OF ALL OTHER AGREEMENTS YOU HAVE WITH US NOW OR IN THE FUTURE. IF YOU DO OPT OUT BEFORE THE OPT OUT DEADLINE, ALL OTHER AGREEMENTS YOU HAVE WITH US NOW OR IN THE FUTURE WILL NOT BE SUBJECT TO THIS ARBITRATION PROVISION.

19.11. Prior Arbitration Provision. If there is an Arbitration Provision in place (a "Prior Arbitration Provision") governing a prior agreement between you and the WebBank/Klarna Parties (a "Prior Agreement") and you do not reject this Arbitration Provision, claims arising out of the Prior Agreement will be governed by this Arbitration Provision instead, unless you (i) previously opted out of arbitration or (ii) served notice of your claims on the WebBank/Klarna Parties or initiated a lawsuit or arbitration against the WebBank/Klarna Parties asserting your claims prior to the effective date of this agreement in which case such claims will be governed by the Prior Agreement.

19.12. Survival, Conflict, Severance. This Arbitration Provision will survive the termination of any agreement you have with the WebBank/Klarna Parties and any bankruptcy. In the event of any conflict or inconsistency between this Arbitration Provision, on the one hand, and the administrator's rules or the Agreement or other agreement you have with the WebBank/Klarna Parties, on the other hand, this Arbitration Provision will govern. If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect, except that either you or we may elect to have the entire Arbitration Provision (other than this sentence) be null and void with respect to any claim asserted on a class, representative or multiple-party basis that does not seek public injunctive relief if the Class and Mass Action Waiver is held to be invalid with respect to such claim and that determination becomes final after all appeals have been exhausted. If a court decides by means of a final decision, not subject to any further appeal or recourse, that the Class and Mass Action Waiver is invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts. All other disputes shall be arbitrated or litigated in small claims court.

19.13. Future Changes to this Arbitration Provision. Notwithstanding any provision in this Agreement or any other agreement you enter into with the WebBank/Klarna Parties to the contrary, you and the WebBank/Klarna Parties agree that if we make any change to this Arbitration Provision (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against the WebBank/Klarna Parties prior to the effective date of the change.

20. Protections for Members of the Armed Forces and their Dependents

This section only applies to Covered Borrowers under the Military Lending Act, as defined by federal law. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To hear this statement, as well as a description of your payment obligation, please call 866-483-6518. As a Covered Borrower, Section 19. Arbitration will not apply to you.

21. Severability

If any provision of this Agreement is found to be invalid or unenforceable under any applicable law, all other provisions of this Agreement will remain enforceable (except as specifically addressed in Section 19, Arbitration).

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO CONSUMER:

1. Do not sign this Agreement before you read it.
2. You are entitled to a copy of this Agreement.
3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and WebBank from misunderstanding or disappointment, any agreements WebBank and you reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between WebBank and you, except as we may later agree in writing to modify.

All Borrowers, including CA/NY/RI/UT/VT Residents: You give WebBank and its agents, successors, and assigns permission to obtain one or more consumer credit reports from one or more credit reporting agencies in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing the account created by this Agreement, taking collection action on this Agreement, or for any other legitimate purposes associated with this Agreement. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

CA Residents: A married applicant may apply for a separate account.

FL Residents: As applicable, a documentary stamp tax in the amount of \$0.35 for every \$100 or fraction thereof of the indebtedness has been paid or will be paid directly to the Florida Department of Revenue.

IA Residents: NOTICE TO CONSUMER: 1) Do not sign this paper before you read it. 2) You are entitled to a copy of this paper. 3) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

NJ Residents: The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires.

MA Residents: Massachusetts law prohibits discrimination based upon marital status, sexual orientation, and gender identity.

OH Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

TX Residents: This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

UT Residents: NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

WI Residents: No provision of a marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 adversely affects the interest of WebBank or any subsequent holder, unless WebBank, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to WebBank is incurred. You understand and agree that WebBank will provide a copy of this Agreement to your spouse for his or her information. If you have a spouse who needs to receive notification that credit has been extended to you by sending your name, loan number and your spouse's name and address to: "WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201."

By confirming the loan agreement, John Doe electronically accepted and signed on 04/04/2024.

WebBank

Your Credit Score and the Price You Pay for Credit

Your Credit Score															
Your Credit Score	<p>565</p> <p>Source: TransUnion</p> <p>Date: October 30, 2021</p>														
Understanding Your Credit Score															
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit score is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>														
How we use your credit score	<p>Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.</p>														
The range of scores	<p>Scores range from as low as 300 to a high of 850. Generally, the higher your score is, the more likely you are to be offered better credit terms.</p>														
How your score compares to the score of other consumers	<p>TransUnion® 2019 National Distribution</p> <table border="1"> <caption>2019 National Distribution of VantageScore 4.0</caption> <thead> <tr> <th>Score Range</th> <th>Percent of Consumers</th> </tr> </thead> <tbody> <tr> <td><= 499</td> <td>4%</td> </tr> <tr> <td>500 - 599</td> <td>14%</td> </tr> <tr> <td>600 - 649</td> <td>11%</td> </tr> <tr> <td>650 - 699</td> <td>13%</td> </tr> <tr> <td>700 - 749</td> <td>16%</td> </tr> <tr> <td>750+</td> <td>42%</td> </tr> </tbody> </table> <p><small>© 2019 TransUnion All Rights Reserved</small></p>	Score Range	Percent of Consumers	<= 499	4%	500 - 599	14%	600 - 649	11%	650 - 699	13%	700 - 749	16%	750+	42%
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750+	42%														
Checking Your Credit Report															
What if there are mistakes in your credit report	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>														
How can you obtain a copy of your credit report	<p>Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free credit report -</p> <p>By telephone: Call toll-free: 1-877-322-8228</p> <p>On the web: Visit www.annualcreditreport.com</p> <p>By mail: Mail your complete Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>														
How can you get more information?	<p>For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore.</p>														