LOAN TERMS

Important information about the Splitit Consumer Funding LLC Loan are set forth in these Federal Truth in Lending Disclosures. These Federal Truth in Lending Disclosures are part of the Loan Agreement.

Date: [date]
Loan Number: [Loan Number to identify each loan]

Borrower: **[Consumer Name**
Consumer Address]

Lender: **Splitit Consumer Funding LLC**
211 Perimeter Center Pkwy, Suite 240
Atlanta, GA 30346
installments@splitit.com
NMLS ID: 2630622
www.splitit.com

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	**Amount Financed**	**Total of Payments**
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
[●]%	**$[●] (e)**	**$[●] (e)**	**$[●] (e)**

Your payment schedule will be:

Number of Payments	Amount of Payments (e)	When Payments are Due
1	$[●]	[The date of your Loan Agreement]
[#]	$[●](e)	[Monthly beginning on the date that is one month after the date of your Loan Agreement]

Prepayment: If you pay this loan early, you will not have to pay a penalty. You may be entitled to a refund.

See the Loan Agreement for any additional information about nonpayment, any required repayment in full before the scheduled date, and prepayment refunds and penalties. (e) means estimate

ITEMIZATION OF AMOUNT FINANCED

Itemization of Amount Financed of $[●] (e)

$0 Amount given to you directly

Amount paid to others on your behalf

$[●]**(e)** to the Merchant: [merchant name]

LOAN AGREEMENT

SECTION 18 OF THIS AGREEMENT IS AN ARBITRATION AGREEMENT. IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, UNLESS YOU: (1) OPT OUT WITHIN 30 DAYS OF SIGNING THIS AGREEMENT; OR (2) ARE PROTECTED BY THE MILITARY LENDING ACT. YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

This Loan Agreement (the "**Agreement**") is made and executed between the Borrower identified in the Loan Terms, who accepts this Agreement ("**Borrower**", "**you**", "**your**") and Splitit Consumer Funding LLC and its successors and assigns ("**us**", "**our**", "**we**", or "**Lender**"). This Agreement includes the Loan Terms and Federal Truth in Lending Disclosures we provided to you. By selecting the "Splitit" payment option ("**Splitit**") to pay for your purchase of goods or services and by signing or electronically accepting this Agreement, you agree to comply with, and be bound by, this entire Agreement. You should carefully review and retain this entire Agreement.

1. HOW SPLITIT WORKS. Splitit allows you to pay for the goods or services you purchase from merchants in multiple installments over time. When you obtain a loan from us under this Agreement, we disburse the proceeds of the loan to pay the merchant on your behalf for the goods or services you purchase, and you agree to repay the amount of that purchase directly to us in accordance with this Agreement ("**Loan**").

We will charge interest and other finance charges as set forth in your Truth in Lending Disclosure. Your interest rate is fixed and will not change during the term of this Loan We calculate the interest that accrues on your loan using the daily balance method. We take the Annual Interest Rate and divide it by 365 to get the Daily Interest Rate. Then, we apply the Daily Interest Rate to the outstanding principal balance on your loan each day. That tells us the interest charge that accrues on your loan each day. Interest does not compound and you are not required to prepay any interest. If you prepay your loan, and your prepayment does include any interest that has not accrued as of the time of your prepayment, you will be entitled to a refund of the unearned interest. The unearned interest shall be determined by taking the difference between the interest that has accrued as of the date of your payment in accordance with this section, and the amount of your payment that was applied to interest.

When you make a purchase using Splitit, you may have to pay other taxes or costs that are not imposed by us (such as sales tax and shipping fees charged by the merchant, internet charges, fees and interest imposed by the issuing bank of your Payment Method, or charges imposed by customs in your country).

IN PARTICULAR, PLEASE NOTE, AS PAYMENTS UNDER THIS AGREEMENT ARE BEING CHARGED TO YOUR PAYMENT METHOD, YOU MAY BE CHARGED INTEREST AND FEES OR OTHER CHARGES IMPOSED BY THE ISSUER OF YOUR PAYMENT METHOD UNDER THEIR AGREEMENT WITH YOU. THIS COULD INCLUDE LATE PAYMENT FEES, PERIODIC INTEREST, OR OVER-THE-LIMIT FEES. YOU ARE SOLELY RESPONSIBLE FOR THESE FEES. CONTACT THE ISSUER OF YOUR PAYMENT METHOD IF YOU HAVE ANY QUESTIONS ABOUT THESE FEES.

2. PROMISE TO PAY. By signing or electronically accepting this Agreement, you authorize and direct us to disburse the Loan proceeds directly to the merchant as payment for your purchase. You promise to pay to us the Total of Payments shown on the Federal Truth in Lending Disclosures (the "**Total of Payments**") and any other amounts you owe us under this Agreement. You promise to make each required Payment by the due date shown in the payment schedule in the Federal Truth in Lending Disclosures (the "**Payment Schedule**") until the Loan is paid in full.

3. AUTHORIZATIONS.

a. By signing or electronically accepting this Agreement, you authorize us to obtain an authorization against the eligible Payment Method you designate at checkout (the "**Designated Credit Card**") in the amount of the Total of Payments. The Total of Payments is the total amount of your purchase, plus applicable Finance Charge, and may include any applicable taxes, fees, and shipping costs that are charged by a merchant. An "authorization" means that the available credit on your Designated Credit Card will be reduced by an amount, up to the Total of Payments, in order to ensure you have sufficient available credit to make future Payments. **You will likely not be able to use that amount of your credit line on your Designated Credit Card while the authorization remains in place, subject to rules imposed by your card issuer.** Even if the issuer of your Designated Credit Card does not restrict the available credit, you must ensure that you have enough available credit on your Designated Credit Card to cover the full outstanding amount owed under this Agreement at all times.

b. **Authorization Renewal.** To ensure we retain a valid authorization against your Designated Credit Card, we may renew the authorization periodically using the credit card details provided. Each time we renew the authorization, the authorization may be reduced by Payments already paid and adjusted for any additional Finance Charge or other fees that have accrued or are expected to accrue under this Agreement. Please allow up to five days for the renewed or reduced authorization to take effect. We will notify you by email approximately 24 hours before the authorization is

renewed.

c. **Authorization of Additional Amounts.** Certain terms of your Loan that we disclose the Federal Truth in Lending Disclosures and this Agreement, are marked as an estimate. These amounts are estimates because when you purchase goods and services from certain merchants, you agree that merchants may adjust the total purchase price of the purchase of goods and services. This may include, for example, the addition of tips and applicable sales taxes. If a merchant adjusts the total purchase price of a transaction for which you obtained this Loan, you authorize us to adjust the amount of your Loan in order to cover the adjusted total purchase price, and we will use our reasonable efforts to do so. If the total purchase price is adjusted by the merchant, then the Amount Financed, Finance Charge, Payment Amount, and Total of Payments, as disclosed and estimated in the Federal Truth in Lending Disclosure, will be different than the amount we estimated. We will send you an updated Truth in Lending Disclosure if the merchant's adjustment causes the actual amount of these terms to be different than our estimate. The Finance Charge, Payment Amount, and Total of Payments may also change if you do not make all Payments according to the Payment Schedule. You authorize us to adjust the authorization hold we place on your Designated Credit Card under this section, up to the Total of Payments, when the Total of Payments changes. You further authorize us to charge your Designated Credit Card for the amount of each Payment, as adjusted under this section, on each applicable Due Date, as set forth in Sections 6, and the adjusted Total of Payments, as set forth in Section 3(e).

d. **Authorization Failure.** If any authorization we seek to make against your Designated Credit Card fails, we will contact you by email (using the email address you provided at checkout) to let you know. We may also contact you via SMS if you have authorized us to do so. We will also keep attempting to renew the authorization by submitting a request to your authorized Designated Credit Card periodically for up to seven days. If our attempts fail, you will be required to provide us with a different eligible credit card (a "**Substitute Credit Card**") to use for authorizations and Payments via the consumer portal, using the unique link we email to you when you enter into this Agreement ("**Portal**"). By providing a Substitute Credit Card, you authorize us to obtain an authorization against the Substitute Credit Card for the remaining amounts owed under this Agreement, as set forth in this Agreement, and you further authorize us to charge the Substitute Credit Card for outstanding Payments owed, when due under this Agreement. The Designated Credit Card and any Substitute Credit Card you may later provide to us are each referred to as the "**Payment Method**" in this Agreement.

e. **AUTHORIZATION TO PAY TOTAL OF PAYMENTS.** If we are not able to establish or renew an authorization on any Payment Method for the amount you owe under this Agreement by your next Payment due date, and you do not make a Payment by the due date or successfully authorize those amounts on Substitute Credit Card, we may charge your Payment Method for up to the total amount you owe us under this Agreement, including any Finance Charge and other fees that have accrued as of the date of this charge, less the amount of any Payments you have already made, using the last authorization or renewal authorization you provided.

4. ELIGIBLE PAYMENT METHODS. Your credit card is an eligible Payment Method if there is available credit to support an authorization for the Total of Payments and you are authorized to use the credit card to make the transaction. We accept most valid credit cards issued by a U.S. financial institution that are scheduled to expire after the repayment period. We may limit the types of credit cards we accept as an eligible Payment Method at our discretion. It is your responsibility to ensure that, until the last Payment is paid, the credit card you present for Payment at the time of purchase, or anytime thereafter, remains valid, is not cancelled, and has sufficient available balance or available credit to make all Payments and to accept authorizations that may be made under this Agreement. You represent and warrant that the Payment Method is issued to you and you are authorized to use the Payment Method for the purposes described in this Agreement. We may refuse to honor a Payment Method if your name does not match the cardholder name on the Payment Method or similar access device.

5. MAKING PAYMENTS. We will charge your Payment Method in the amounts and on the dates set forth in the Payment Schedule (each a "**Payment**"). We may also charge your Payment Method as set forth in Section 3 and Section 6. You agree to make any payment owed under this Agreement by authorizing Lender and its service provider(s) to charge your Payment Method as set forth in the Payment Authorization in Section 6. We apply all payments, refunds, and other credits first to any accrued interest or finance charge, then to the principal amount of your Loan. We will provide you with a receipt of each Payment, if we are required to by law.

6. PAYMENT AUTHORIZATION: BY ACCEPTING THIS AGREEMENT, YOU AUTHORIZE US OR OUR SERVICE PROVIDER(S) TO (1) AUTHORIZE AND PLACE AN AUTHORIZATION HOLD ON YOUR PAYMENT METHOD FOR UP TO THE TOTAL OF PAYMENTS; (2) CHARGE YOUR PAYMENT METHOD FOR THE AMOUNT OF YOUR FIRST PAYMENT ON THE DATE OF THIS AGREEMENT; (3) CHARGE YOUR PAYMENT METHOD IN THE AMOUNT OF EACH PAYMENT ON EACH PAYMENT DUE DATE AS SET FORTH IN THE PAYMENT SCHEDULE; (4) CHARGE YOUR PAYMENT METHOD FOR ANY OTHER AMOUNT OUTSTANDING AFTER YOU MAKE ALL OTHER PAYMENTS SHOWN IN YOUR PAYMENT SCHEDULE OR TOGETHER WITH YOUR FINAL PAYMENT LISTED IN THE PAYMENT SCHEDULE; (5) CHARGE YOUR PAYMENT METHOD FOR THE TOTAL OF PAYMENTS LESS ANY PAYMENTS YOU

HAVE ALREADY MADE (A) IN AN EVENT OF DEFAULT UNDER THIS AGREEMENT (SUBJECT TO ANY NOTICE AND CURE RIGHTS YOU MAY HAVE BY LAW) OR (B) IF YOU CANCEL THIS AGREEMENT AFTER THE TIME PERMITTED BY THIS AGREEMENT; AND (6) CHARGE OR CREDIT YOUR PAYMENT METHOD AS NECESSARY TO CORRECT ANY ERRORS. THIS PAYMENT AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL ALL PAYMENTS ARE MADE IN FULL OR WE RECEIVE NOTICE THAT YOU REVOKE THIS AUTHORIZATION. YOU MAY REVOKE THIS AUTHORIZATION BY VISITING THE PORTAL OR CONTACTING CUSTOMER SUPPORT.

YOU UNDERSTAND THAT THE FEDERAL TRUTH IN LENDING DISCLOSURE WE PROVIDE WITH THIS AGREEMENT PROVIDES AN ESTIMATED TOTAL OF PAYMENTS AND PAYMENT AMOUNT. THE ACTUAL AMOUNT OF THE TOTAL OF PAYMENTS AND EACH PAYMENT MAY CHANGE IF THE MERCHANT ADJUSTS THE AMOUNT OF YOUR PURCHASE TRANSACTION OR YOU FAIL TO MAKE PAYMENTS AS SET FORTH IN THIS AGREEMENT. YOU AGREE TO PAY THE TOTAL OF PAYMENTS, AND EACH PAYMENT, AS ADJUSTED UNDER SECTION 3(C) AND THIS SECTION 6.

Your revocation of this Payment authorization does not affect your obligation to make all Payments you owe us under this Agreement. Each payment will be processed in U.S. dollars. If you tender a Payment in any other currency, we may reject your Payment. If we accept your Payment in foreign currency, you will be charged an amount based on an exchange rate that we or our service provider selects in our sole discretion, with or without notice to you. The exchange rate may change at any time. We, your service provider, and the provider of your payment method may receive income from this exchange rate.

If you revoke your Payment authorization, request to stop a Payment under Section 7, or dispute a Payment that you believe was made in error or without your authorization, we may cancel your Payment authorization for all remaining Payments scheduled to be made under this Agreement. We may require you to provide us with a new Payment authorization so that you may continue making all Payments required by this Agreement. If you dispute a Payment that was made under this Agreement and the dispute is not resolved in your favor by the payment network or by us, we may continue to charge your Payment Method under your Payment authorization as set forth in this Agreement unless you otherwise revoke your Payment authorization as described in this Section 6.

7. RIGHT TO STOP PAYMENT; CHANGING YOUR PAYMENT METHOD. You have a right to stop payment on your Payment Method by calling us at (888) 890-6514, writing to us at installments@splitit.com, or by providing a new Substitute Credit Card in the Portal. You must tell us in time for us to receive your request at least three business days before your next Payment due date. If you call, we may require you to confirm your request in writing within 14 days after your call. If your Payment Method is replaced, cancelled, no longer valid, or you wish to use a different credit card, you must log on to the Portal and provide a Substitute Credit Card at least 3 business days before your next Payment due date. We may not be able to process your request if we do not receive it in time. If you do not have sufficient available credit or available funds on the Substitute Credit Card to process the authorization, we may not accept the credit card.

8. PREPAYMENT. You may pay all or a portion of your Loan before it is due without penalty. Early Payments will not relieve you of your obligation to continue to make Payments pursuant to the Payment Schedule. However, it may result in you making fewer Payments or a smaller final Payment.

9. SERVICING. We or a third-party service provider of our choosing may service the Loan. You and we agree that our service provider(s) may service or initiate collection or enforcement of this Agreement on our behalf.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS. As of the date of this Agreement, as of the date of the disbursement of Loan proceeds, and at all times until the Loan has been paid to us in full, you represent, warrant, and covenant to us as follows:

a. **Authority to Enter into Agreement; Authorization.** You have full power, capacity and authority to enter into, deliver, and perform all of your obligations under this Agreement.

b. **Legal Effect.** This Agreement is binding and legally enforceable upon you, as well as upon your successors, representatives, and assigns, in accordance with the terms of this Agreement.

c. **No Event of Default.** There will not exist at the time of disbursement of the Loan proceeds, a condition which would constitute an Event of Default.

d. **Other Agreements.** You will comply with all terms and conditions of all other agreements you have with us.

e. **Compliance with Laws.** Loan proceeds will be used only for the lawful and personal, family, or household

purpose of purchasing goods and services from an eligible merchant in the specific transaction for which you have requested financing from us. You are not a target of any economic or trade sanctions issued or administered by any governmental body, laws, ordinances, and regulations.

f. **No Bankruptcy**. You are not insolvent, you are not the subject of any bankruptcy or insolvency petition or proceeding, and you do not intend to file for bankruptcy.

11. DEFAULT. Subject to applicable law, which may require that we notify and/or give you a right to cure your default, we may declare you in default under this Agreement for any of the following reasons (each an "**Event of Default**"): (a) You fail to make any Payment when due under this Agreement; (b) a Payment is declined or charged back by your card issuer; (c) you fail to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or any other agreement between you and us; (d) any warranty, representation, or statement made or furnished to us by you or on your behalf in connection with the Loan or under this Agreement is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; (e) you file for protection under the United States Bankruptcy Code, or become subject to a proceeding which seeks relief from debt; (f) you revoke your consent to electronic communications; or (g) you die or become legally incompetent.

If you are in default of this Agreement, unless prohibited by applicable law, we may: (a) terminate this Agreement; (b) charge your Payment Method for the Total of Payments less any Payments you have already made using the authorization you last provided to us on your Payment Method (subject to any notice and cure rights you may have by law); (c) refer the Loan to a collection agency or an attorney for collection; or (d) terminate your access to Splitit in the future. If we refer this Agreement to an attorney who is not our salaried employee for collection, we may require you to pay our reasonable attorneys' fees and expenses, to the extent permitted by applicable law. In addition to the rights and remedies we have under this Agreement, we will have all the rights and remedies available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of our rights and remedies will be cumulative and may be exercised singularly or concurrently. Our election to pursue any remedy will not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower will not affect our right to declare a default and to exercise our rights and remedies.

We generally do not report your Loan or any default on your Loan to a consumer reporting agency. However, we reserve the right to do so.

12. RETURNS; CANCELLATIONS; MERCHANT CREDITS. Any return, cancellation or exchange of the goods or services you purchased from a merchant using Splitit is governed by the merchant's return policy. If you return or cancel any part of your purchase, or the merchant issues a credit on your order for any other reason, and we receive that credit from the merchant, any such credit may reduce your Total of Payments but does not count as a Payment. You must continue to make Payments pursuant to the Payment Schedule until your Loan is paid in full. If the amount of the credit we receive exceeds the Payments you owe under this Agreement, we will refund the difference to your Payment Method. When we receive a credit or refund for your purchase, we will first apply the refund or credit to the remaining amount you owe us under this Agreement, and refund the remaining amount to you by crediting the Payment Method you have on file with us. At our option, we may also mail you a check.

13. DISPUTES; DISSATISFACTION WITH YOUR PURCHASE.

a. **Questions and Disputes**. We strive to provide good customer service and resolve any issues you have with your loan. For questions and concerns about your loan or this Agreement, please contact us at installments@splitit.com. We are not engaged in the sale of any goods or services supplied by any merchant. We do not have control of the manufacture or delivery such products or services. Except as described in Section 13(b) below, we have no liability for any loss you incur which arises from the products or services you purchase using the financing you obtain under this Agreement. If you have questions about the quality or shipping of the goods and/or services you purchased, please contact the merchant from which you made the purchase. If we or the merchant are unable to resolve your problem, all disputes will be handled in accordance with Sections 13(b), 18 and 19 of this Agreement.

b. **Your Rights If You Are Dissatisfied With Your Purchases**.

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50 (unless your purchase was made based on an advertisement we mailed to you, or we own the company that sold you the goods or services.)

- You must have used a Splitit loan to pay for your purchase. Purchases made with a cash advance from Splitit or any other payment method do not qualify.

- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us:

- Electronically at: installments@splitit.com

- In writing at: Customer Support, 211 Perimeter Center Pkwy, Suite 240, Atlanta, GA 30346

While we investigate, the following rules apply:

- We will not try to collect the disputed amount, or report you as delinquent on that amount to a consumer reporting agency,

- Your loan will remain on your account and we may continue to charge interest on that amount.
- If we have assigned any credit limit to you, we may apply any unpaid amount against your credit limit.

After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may treat you as delinquent.

14. ASSIGNMENT. You are hereby notified that we may transfer, sell, or assign this Agreement, the Payments, or any associated rights, to a third party without your consent. If we do so, we may provide to any one or more purchasers or potential purchasers any information or knowledge we may have about you or about any matter relating to the Loan, subject to applicable law. We will notify you of any such transfer, sale, or assignment if required by applicable law. You consent to any such transfer, sale, or assignment. In the event of a transfer, sale, or assignment, this Agreement will remain in effect and will be binding on and will inure to the benefit of our assign(s). You may not transfer your rights under this Agreement and any attempt to do so will be void. You agree that the purchasers of any such Loan or participation interests will be considered the absolute owners of such interests in the Loan and will have all the rights granted under agreements governing the sale of such Loan or participation interests.

15. GOVERNING LAW. This Agreement (and our dealing prior to this Agreement being made) will be governed by federal law, and to the extent not pre-empted, the laws of the state of your billing address associated with your Payment Method.

16. INDEMNITY AND LIMITATION OF LIABILITY. You agree to indemnify, defend, and hold us, our service provider(s), and our respective agents, officers, directors, employees, and assigns (collectively, the "**Indemnified Parties**") harmless from and against any liability, including reasonable attorneys' fees, related to this Agreement. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. This Section 16 will survive termination of this Agreement.

17. WAIVERS AND MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

a. Complete Agreement and Amendments. Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt may not be enforceable under applicable law. To protect you (as the Borrower) and us (as the Lender) from misunderstanding or disappointment, you and we acknowledge and agree that this written Agreement is a final expression of the agreement between you and us, and this Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The terms of this Agreement may not be changed except in a writing signed by you and us. No change shall release any party from liability unless otherwise expressly stated in writing.

b. **Loan Broker**. No person has performed any act as a broker for you or us in connection with the making of this Agreement. If any person has assisted you by performing any act as a broker in connection with the making of this Agreement, please notify us immediately.

c. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

d. **No Waiver by Lender.** If we fail or delay to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

e. **Contact Information Changes.** All notices to us concerning this Agreement must be sent to the Lender address in this Agreement. You agree to immediately notify us of any changes to your contact information.

f. **Severability.** Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement will not affect the legality, validity, or enforceability of any other provision of this Agreement.

g. **Survival.** The obligations in Sections 11-12, and 14-24 will survive any termination of this Agreement.

h. **Refinancing.** Lender does not offer the ability to refinance your Loan at any time.

18. **JURY TRIAL AND CLASS ACTION WAIVER.** YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN ADDITION, YOU WAIVE YOUR RIGHT TO JOIN A CLASS OF OTHER CONSUMERS TO BRING A CLAIM AGAINST US, OR TO BRING OR BE A CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING. THIS JURY TRIAL AND CLASS ACTION WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION AGREEMENT SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL AND CLASS ACTION WAIVER. IF A COURT OR ARBITRATOR DETERMINES THAT THE ARBITRATION AGREEMENT BELOW IS INVALID OR UNENFORCEABLE, THE JURY TRIAL AND CLASS ACTION WAIVER IN THIS SECTION WILL NONETHELESS CONTINUE TO APPLY.

19. **ARBITRATION AGREEMENT**

a. **General.** We have put this Section 19 ("**Arbitration Agreement**") in question and answer form to make it easier to follow. However, this Arbitration Agreement is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Attn: Legal Department, 211 Perimeter Center Parkway, Suite 240, Atlanta, GA 30346. By completing an application for the Loan, and unless you are a "covered borrower" protected by the Military Lending Act or unless you promptly opt out of the Arbitration Agreement, you agree to the Arbitration Agreement even if you do not use the Loan.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS SECTION SETS FORTH THE CIRCUMSTANCES AND PROCEDURES UNDER WHICH DISPUTES (AS DEFINED BELOW) SHALL BE ARBITRATED UPON THE ELECTION OF EITHER PARTY INSTEAD OF LITIGATED IN COURT. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

b. **Background and Scope.**

Question	Answer	Further Detail
What is arbitration?	**An alternative to court.**	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.

Is it different from court and jury trials?	**Yes.**	The hearing is private. There is no jury. In most (but not all) circumstances, it is less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt out of this Arbitration Agreement?	**Yes, within 60 days.**	If you do not want this Arbitration Agreement to apply, you must send us a signed notice within 60 calendar days after you obtain the Loan. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Loan number. State that you "opt out" of the Arbitration Agreement.
What is this Arbitration Agreement about?	**The parties' agreement to arbitrate Disputes.**	Unless prohibited by applicable law, and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Agreement cover?	**You, us, and certain "Related Parties".**	This Arbitration Agreement governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, and affiliates; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

What Disputes does the Arbitration Agreement cover?	**All Disputes (except certain Disputes about this Arbitration Agreement).**	This Arbitration Agreement governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Agreement, the word "Disputes" has the broadest reasonable meaning. It includes all claims between you and us, including direct and even indirect claims related to your Loan or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity of this Arbitration Agreement. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. All issues relating to the scope and arbitrability of this Arbitration Agreement are for the Arbitrator to decide, and not for a court to decide.
Who handles the arbitration?	**An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.**	Arbitrations are conducted under this Arbitration Agreement and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator will be either: (1) The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamsadr.com; or (3) Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Agreement. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least 10 years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	**Sometimes.**	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand, and reserve the right to demand, arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	**Yes, both you and we are giving up rights.**	For Disputes subject to this Arbitration Agreement, you give up your right to: (1) Have juries decide Disputes; (2) Have courts, other than small-claims courts, decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Combine or join a Dispute you have with a dispute brought by other consumers; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	**No.**	The Arbitrator is not allowed to handle any Dispute on a class or representative basis unless we have given our prior consent to a class arbitration. All Disputes subject to this Arbitration Agreement must be decided in an individual arbitration or an individual small-claims action. This Arbitration Agreement will be void if a court

		rules that the Arbitrator can decide a Dispute on a class basis without our prior consent and the court's ruling is not reversed on appeal.
What law applies to this Arbitration Agreement?	**The Federal Arbitration Act ("FAA").**	This Agreement and the Loans involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Arbitrator must apply substantive law consistent with the FAA.
Will anything I do make this Arbitration Agreement ineffective?	**No.**	If you choose to not opt-out, this Arbitration Agreement stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
If a court or Arbitrator determines certain terms of this Arbitration Agreement are ineffective, does that invalidate the entire Arbitration Agreement?	**No.**	If a court or the Arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. The Arbitration Agreement will then be enforceable as so modified.

c. The Arbitration Process.

Question	Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	**Send a written Dispute notice and work to resolve the Dispute.**	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Loan number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	**By following the agreed-upon arbitration administrator's rules for commencing an arbitration.**	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Agreement, by following the rules of the administrator whom the parties agreed upon. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	**Yes.**	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call.

		However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
Can I appeal the Arbitrator's decision?	**The ability for you or us to appeal an Arbitrator's decision is very limited.**	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Will the Arbitrator's decision be made public?	**No, neither you nor us will have the right to make the Arbitrator's decision public.**	All aspects of the arbitration proceeding, and any ruling, decision, or award by the Arbitrator, will be strictly confidential for the benefit of you and us.
Can you change this Arbitration Agreement?	**Yes.**	Notwithstanding any provision of this Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement. We may close your Account if you reject any future change.

d. Arbitration Fees and Awards.

Question	Answer	Further Detail
Who bears arbitration fees?	**Usually, we do.**	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay.
When will we cover your legal fees and costs?	**If you win.**	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses if ordered to do so by the Arbitrator. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	**Only for bad faith.**	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Agreement invalid.
Can an award be explained?	**Yes.**	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

20. MILITARY LENDING ACT NOTICE. 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 applicable 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 receive this information and a description of your payment obligation orally, please call (888) 890-6514.

21. USING YOUR INFORMATION. You will find a copy of the merchant's privacy policy on the merchant's website that you can review in connection with your purchase. Both we and the merchant may handle your data and pass information between us.

You may obtain a copy of Splitit's Privacy Policy by visiting our website at https://www.splitit.com/legals/splitit-privacy-policy/english/. We may share information about our transactions and interactions with you and other affiliated companies. We may also share information about our transactions and interactions with unaffiliated third parties in connection with providing this service to you including fraud detection services. However, the law may permit you to instruct us not to share this information with certain third parties. If you do not want us to share this information, you must notify us in writing or by email at: installments@splitit.com. If you email us a notification, you must include your name, address, and your loan number so that such a request can be honored. ***Do not include your full card details in this email*.**

NOTICE ABOUT SHARING OF YOUR PERSONAL INFORMATION WITH OUR PARENT COMPANY

By using the services under this Agreement, you authorize Splitit to share certain personal information about you with our parent company, Splitit USA Inc., to service and support your loans and other transactions you make with Splitit or a Merchant through the Splitit system (the "Transactions"). This information includes:

- Whether Splitit or a merchant has approved or denied your Transaction request;
- Whether a merchant has approved or denied your Transaction request; and
- Credit card information you provide to make Transaction payments to Splitit or a merchant.

We may share this information in the following situations:

1. When you apply for or request a Transaction;
2. Periodically during the term of your loan or other Transaction; and
3. From time to time, in connection with any other services you obtain from us.

If you don't want us to share this information, you may choose to tell us not to share your personal information with our parent company, prior to us sharing the information. However, this information sharing is necessary for us to provide our services, including for our parent company to process your credit card payments and provide you with other related services to support your transaction. **If you opt out of sharing information with our parent company then you will not be able to use the services.**

22. COMMUNICATIONS. After completing your purchase, we will send you an email with details of how you can access information on your Payments in a secure, password protected Portal. You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment and services needed to access information about this Agreement or your Payment method; view, save and/or print your account documents online; receive any messages or documents you have consented to receive electronically pursuant to the Electronic Communications Disclosures and Consent, which is incorporated herein by reference; and for paying all related charges. Some of the communications between you and us or any of our affiliates, agents, assigns and service providers, may be monitored and recorded. By completing this transaction, you consent to this monitoring and recording and you further agree that we and our service providers may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of pre-recorded/artificial voice messages and/or automatic telephone dialing system. Your consent may be revoked at any time and by any reasonable means. You further agree that we or our service providers may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law. We are not required to act on any instruction or message from you provided by fax, SMS/text, telephone voice mail, message service or answering machine. Whenever this Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text or fax to be written notice. You must notify us promptly of any changes to your e-mail address, phone number, mailing address, or other contact information by using the Portal or by emailing us at installments@splitit.com.

23. WHO TO CONTACT ABOUT THIS AGREEMENT. Occasionally, you may require additional assistance in connection with this Agreement. You may obtain information about your Agreement, including your remaining Payments and your Payment Method through the Portal. You may also contact us at installments@splitit.com or (888) 890-6514 for

support and information about this Agreement. If you have any questions about the goods and/or services you purchased under this Agreement, please contact the merchant from which you made the purchase.

24. STATE DISCLOSURES. Please see Exhibit A for additional terms and disclosures that apply to residents of certain states. If you are a resident of a state listed in Exhibit A, the terms applicable to your state will supersede any conflicting provisions set forth in this Agreement.

NOTICE TO CUSTOMER

(a) DO NOT SIGN THIS BEFORE YOU READ IT, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

(e) YOU ARE NOT REQUIRED TO PURCHASE INSURANCE AS A CONDITION OF OBTAINING THIS LOAN.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND THE FEDERAL TRUTH IN LENDING DISCLOSURES AND THIS AGREEMENT, THAT YOU WILL KEEP A COPY OF THE FEDERAL TRUTH IN LENDING DISCLOSURES AND THIS AGREEMENT FOR YOUR RECORDS, AND THAT YOU AGREE TO THIS AGREEMENT AND ITS TERMS AND CONDITIONS.

EXHIBIT A

SPLITIT STATE DISCLOSURES

If you are a resident of any of the following states or jurisdictions, the following provisions for your state will apply, and will supersede any conflicting provisions set forth in this Agreement:

Part 1: General Disclosures

***Kansas, Maine, Utah**: This Agreement is the final expression of the agreement between you and us and the Agreement may not be contradicted by evidence of any alleged oral agreement. 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 us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us and you, except as we and you may later agree in writing to modify.*

Massachusetts: Massachusetts General Law prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, gender identity, sexual orientation, marital status, children, national origin, genetic information, ancestry, age, handicap, or because all or part of the applicant's income derives from any public assistance program. The State Agency that administers compliance with the State Law concerning this is: The Massachusetts Commission Against Discrimination, One Ashburton Place, Room 601, Boston, MA 02108-1599 (617) 727-3990.

New Hampshire: Any provision requiring you to pay our attorney fees does not apply if prohibited by New Hampshire law.

New Jersey: Paragraph headings are for convenience only. Any provision requiring you to pay our attorney fees does not apply if prohibited by New Jersey law.

Oregon: This Agreement will be governed by the laws of the state of Oregon, unless otherwise pre-empted by federal law.

Utah: You give us, our representatives, and our agents, successors, and assigns permission to access your consumer credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your account, taking collection action on your account, or for any other legitimate purposes associated with your account. 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 Utah 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 under this Agreement. Your signature (including any digital or electronic signature) or your acceptance of this Agreement through an electronic transmission to us represents your signature, address and the date on this Agreement, which is incorporated herein by reference.

***Wisconsin**:* If you are a married Wisconsin resident, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family and that your spouse has actual knowledge that credit is being extended to you. No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes, or court decree under § 766.70 adversely affects our rights, unless prior to the time that this Agreement is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse obligation. You understand that we may be required to give notice of this account to your spouse. **If the account for which you are applying is granted, you agree to notify us if you have a spouse who needs to receive notification**

that credit has been extended to you by sending your name, your account number, and your spouse's name and address to installments@splitit.com or 16 East 34th Street, New York, NY 10036.

Part 2: Splitit Lender License Disclosures Certain State Residents

***Arizona* Notice**: You may request that the initial disclosures prescribed in the truth in lending act (15 United States Code §§ 1601 - 1666j) be provided in Spanish before signing any loan documents.

Español Aviso: Puede solicitor que las divulgaciones iniciales prescitas en la Truth in Lending Act (15 United States Code §§ 1601 – 1666j) se proporcionen en Español antes de firmar cualquier documento de préstamo.

Florida: This loan is made under the Florida Consumer Finance Act. The terms of the loan include interest and charges under the Florida Consumer Finance Act. Please see your Truth in Lending Act Disclosures provided with this Agreement.

Illinois: We do not charge prepaid or unearned interest. If you prepay your loan and your prepayment includes any amount in excess of the outstanding principal balance and interest that has accrued as of the day we receive and apply your prepayment to the loan, that excess amount will be refunded to the payment method we have on file for you.

Missouri: THIS IS A SOLICITATION FOR A LOAN. READ THE ENCLOSED DISCLOSURES BEFORE SIGNING THIS AGREEMENT.

New Hampshire: You have the right to cancel this agreement at any time before the close of business of the next business day after the date your Agreement, by paying us the amount advanced to you or the merchant on your behalf. You or your attorney may file a complaint with the Bank Commissioner for the New Hampshire Banking Department by telephone (603-271-3561), mail (State of New Hampshire Banking Department, 53 Regional Drive, Suite 200 Concord NH 03301), or email legal@banking.nh.gov.

New Mexico: The simple interest method shall be used for loans made under the New Mexico Small Loan Act of 1955 [Chapter 58, Article 15 NMSA 1978]. Interest charges shall not be paid, deducted or received in advance. Interest charges shall not be compounded. However, if part or all of the consideration for a loan contract is the unpaid principal balance of a prior loan, then the principal amount payable under the loan contract may include any unpaid charges that have accrued within sixty days on the prior loan. Such charges shall be computed on the basis of the number of days actually elapsed. This lender is licensed and regulated by the New Mexico Regulation and Licensing Department, Financial Institutions Division, P.O. Box 25101, 2550 Cerrillos Road, Santa Fe, New Mexico 87504. To report any unresolved problems or complaints, contact the division by telephone at (505) 476-4885 or visit the website: www.rld.nm.gov/financial-institutions/.

North Carolina: This loan is regulated by the provisions of the North Carolina Consumer Finance Act, Article 15 of Chapter 53 of the North Carolina General Statutes.

South Dakota: If there are any improprieties in making the loan or in loan practices, please contact the South Dakota Division of Banking by mail at South Dakota Division of Banking 1714 Lincoln Ave, Suite 2 Pierre, SD 57501 or by telephone at (605) 773-3421.

Washington: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

Wisconsin: In accordance with the Wisconsin Consumer Act, an Event of Default will not take place until your loan is overdue by (10) days (§ 425.103(2)(am) of the Wisconsin Statutes) and the default remains uncured for fifteen (15) days (§ 425.105 of the Wisconsin Statutes). Lender will send you notifications concerning any default and opportunity to cure.

ILLINOIS BORROWERS

A lender shall not contract for or receive charges exceeding a 36% annual percentage rate on the unpaid balance of the amount financed for a loan, as calculated under the Illinois Predatory Loan Prevention Act (PLPA APR). Any loan with a PLPA APR over 36% is null and void, such that no person or entity shall have any right to collect, attempt to collect, receive, or retain any principal, fee, interest, or charges related to the loan. The annual percentage rate disclosed in any loan contract may be lower than the PLPA APR.

MARYLAND BORROWERS

Your loan is made under the following provisions of the Maryland Commercial Law.

Md. Commercial Law § 12-306: Interest

(a)(1) Except as provided in subsections (b) and (c) of this section, a lender may charge interest on a loan at a rate not more than the rates specified in this subsection.

(2) For any loan with an original principal balance of $2,000 or less, the maximum interest rate is:

(i) 2.75 percent interest per month on that part of the unpaid principal balance not more than $500;

(ii) 2 percent interest per month on that part of the unpaid principal balance that is more than $500 but not more than $700; and

(iii) 1.25 percent interest per month on that part of the unpaid principal balance that is more than $700.

(3) For any loan with an original principal balance of more than $2,000 and not more than $3,500, the maximum interest rate is 1.75 percent interest per month on the unpaid principal balance of the loan.

(4) For any loan with an original principal balance of more than $3,500 and not more than $5,000, the maximum interest rate is 1.5 percent interest per month on the unpaid principal balance of the loan.

(5) For any loan with an original principal balance of more than $5,000, the maximum interest rate is 1.35 percent interest per month on the unpaid principal balance of the loan.

(6) Notwithstanding the provisions of paragraphs (2) through (5) of this subsection on any loan made on or after July 1, 1982, a lender under this subtitle may charge interest not exceeding the following rates:

(i) For any loan with an original principal balance of $2,000 or less, 2.75 percent interest per month on that part of the unpaid principal balance not more than $1,000 and 2 percent interest per month on that part of the unpaid principal balance that is more than $1,000;

(ii) For any loan with an original principal balance of more than $2,000, the maximum rate of interest is 2 percent per month on the unpaid principal balance of the loan.

(7) A loan may be made pursuant to paragraph (6) of this subsection provided that:

(i) If the loan is a renewal or refinancing of a loan made prior to July 1, 1982, the lender complies with § 12-116 of this title;

(ii) If the loan includes a provision for a rate of interest which may be adjusted by the lender during the term of the loan, the lender complies with § 12-118 of this title;

(iii) Upon the borrower's default, if the loan is secured by personal property, the lender complies with § 12-115 of this title concerning repossession and redemption of the goods securing the loan; and

The loan does not include a balloon payment, unless payment in full is due on demand or in 1 year or less.

(b) If any principal balance remains unpaid 6 months after the loan matures as originally scheduled or deferred, the lender may not contract for, charge, or receive interest at a rate exceeding 6 percent simple interest per annum on the actual unpaid principal balances from time to time.

(c) If the lender refinances a loan in the ordinary course of business, he may not add to the principal balance or deduct from the proceeds of the new loan more than 60 days' interest then due.

(d)

(1) The lender shall compute interest on the actual unpaid principal balances outstanding from time to time, and he may not contract for, charge, or receive interest in advance or compounded interest.

(2) For each day on which an unpaid principal balance is outstanding, the lender may charge on that unpaid balance $^{1}/_{30}$ th of the interest permitted under this subtitle to be charged for 1 month.

(3) For purposes of this section, each of the 12 calendar months in the year shall be treated as having 30 days, as follows:

(i) The last day of each month which has 31 days shall be omitted; and

(ii) The necessary number of days shall be added at the end of February to make 30 days.

(e) The maximum term of any loan made under this subtitle may not exceed:

(1) For any loan with an original principal balance of $700 or less, 30 months and 15 days;

(2) For any loan with an original principal balance of more than $700 but less than $2,000, 36 months and 15 days; and

(3) For any loan with an original principal balance of $2,000 or more, 72 months and 15 days.

Md. Commercial Law §12-307: Certain Fees

(a) At the time a loan is made, a lender may collect from the borrower:

(1) As to any item of the total property that secures a loan:

(i) The fees paid to a public official or governmental agency for recording or satisfying a mortgage, encumbrance, or lien on any property securing the loan; or

(ii) An equal or lesser amount for nonfiling insurance premium on any property, or portion of the

property, that is not recorded if:

1. The Insurance Commissioner approves the rates; and
2. A commission is not paid on the policy; and

(2) The title insurance premiums or reasonable attorney's fees paid for searching and insuring the title to any real property securing the loan.

(b) A lender may collect from the borrower a fee not exceeding $15 if payment is made with a check that is dishonored on the second presentment.