

# Unsecured Loan Agreement (Fixed Rate)

Date of Loan:	Loan Number:
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This Unsecured Loan Agreement ("Loan"), is between:

The Borrower:

(Borrower name, "Borrower" "I" "me" "my")

(Address)

The Lender:

WebBank

("Lender")

<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	<u>AMOUNT FINANCED</u>	<u>TOTAL OF PAYMENTS</u>
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
%	\$	\$	\$

My payment schedule will be:

Number of Monthly Payments	Amount of Payments	When payments are due
		Monthly, beginning (Date)

**LATE CHARGE.** If a payment is more than 10 days past the scheduled due date, I agree to pay a late fee equal to 10% of the payment amount, with a minimum charge of \$10 and a maximum of \$25. Only one late fee will be assessed per billing cycle.

**PREPAYMENT.** If I pay off my Loan early, I will not be charged a prepayment penalty. In the event I prepay my loan, I may be entitled to a refund of any unearned portion of the finance charge that is in excess of 5% of the original principal amount, in accordance with Utah law.

**SECURITY.** This Loan is unsecured.

See below for any additional information about non-payment, default, and required repayment in full before the scheduled dates and any prepayment refunds and penalties.

**ITEMIZATION OF THE AMOUNT FINANCED: (\$00.00)**

a.	<b>\$0.00</b>	<b>Amount given to me directly</b>
b.	<b>\$0.00</b>	<b>Amount paid to others on my behalf (itemized below). The third party may agree to pay a portion of this to Lender or DigniFi.</b>
	o <b>\$0.00</b>	<b>to (Dealership)</b>
c.	<b>\$0.00</b>	<b>Principal amount of the Loan (See Section 1. below)</b>
d.	<b>\$0.00</b>	<b>Loan Origination Charge</b>
e.	<b>\$0.00</b>	<b>Roadside Assistance (Paid to Axiom)</b>
f.	<b>\$0.00</b>	<b>Vehicle Protection Plan (Paid to Axiom)</b>

1. **PROMISE TO PAY.** I promise to repay this Loan of \$0.00 (the "principal" shown in (c) above) plus interest on the unpaid principal. The interest rate will be (Interest Rate)% per year, with an annual percentage rate (APR) of (APR)% per year. Interest will begin to accumulate on (Date). This is the date funds become available for me. Whether or not I am in default, or a judgment is entered against me, interest will continue to be charged at the rate described in this Loan until this Loan is repaid in full.
2. **SERVICER.** Lender has engaged DigniFi to service this Loan. DigniFi will communicate with me and may exercise Lender's rights and remedies in this Loan agreement.
3. **REPAYMENT TERM.** I will repay this Loan to Lender in accordance with the payment schedule.
4. **FULL PAYMENT AT MATURITY.** I will pay the entire amount owing under this Loan, including any interest earned but unpaid, on or before (Date). This is the final maturity date. If I do not pay all that I owe

when my final payment becomes due, I will continue to pay interest in accordance with applicable law on the amount that is still unpaid.

5. **PREPAYMENT.** If I pay off my Loan early, I will not be charged a prepayment penalty. In the event I prepay my loan, I may be entitled to a refund of any unearned portion of the finance charge that is in excess of 5% of the original principal amount, in accordance with Utah law.
6. **CONSUMER AUTHORIZATION FOR NON-RECURRING DIRECT PAYMENT VIA ACH.** I authorize Lender to electronically debit my checking or savings account for one-time, non-recurring ACH transactions for future transactions initiated at my request. Going forward, Lender will require my verbal authorization or web authentication along with my banking information prior to processing any ACH Transactions. I understand that each transaction must comply with U.S law.
7. **DEFERMENTS.** If I ask for more time to make a payment, and Lender agrees, I will pay more interest to extend the payment. The extra interest will be disclosed to me.
8. **LATE CHARGE.** If a payment is more than 10 days past the scheduled due date, I agree to pay a late fee equal to 10% of the payment amount, with a minimum charge of \$10 and a maximum of \$25. Only one late fee will be assessed per billing cycle.
9. **FEE FOR RETURNED PAYMENT.** If my payment is returned for any reason, Lender may charge me a returned-check fee of \$25.00.
10. **DEFAULT.** I will be in default, if:
  - A. I do not make any payment when it is due; or
  - B. I break any promise I have made in this Loan or in any other written agreement I have with Lender; or
  - C. Any information I have provided to the Lender or DigniFi that the Lender relied upon in connection with the decision to approve this Loan, or that would have affected the terms of the Loan, was false or misleading; or
  - D. I die.

If I am in default, the full amount I owe Lender under this Loan (including any late charges) will become immediately due and payable at Lender's option. Lender can exercise this option without demand. If Lender does exercise this option, I will receive notification that the full amount will be due and payable at once.

11. **NEGATIVE CREDIT REPORTING.** I am hereby notified and agree that DigniFi may report information about my Account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

12. **DELAY IN ENFORCEMENT.** Lender may delay enforcing any of its rights under this Loan without waiving those rights. A decision not to enforce a right at one time does not prevent the Lender from enforcing it at a later time.
13. **COLLECTIONS.** If I am in default under this Loan, and if Lender exercised its rights under this Loan, then the full amount that I owe is immediately due and payable. As allowed by law, I agree to pay costs incurred in connection with collection of the amount in default. If a judgement is entered against me by a court of appropriate jurisdiction, I agree to pay Lender's attorneys' fees and court costs incurred in connection with enforcement of Lender's rights under this Loan as allowed by law.

**Collections Notice** — I expressly authorize Lender and Dignifi to communicate either by text message or by any other technical/communicative device for collections purposes. As a result of this, I understand that I may incur charges associated with my cellular provider. If my cellular provider assesses a fee because of this, I know that it's my responsibility and not Lender or Dignifi's to pay my cellular invoice.

14. **ASSIGNMENT.** Lender may assign or transfer this Loan or any rights under this Loan. Any assignee or transferee shall be entitled to all of the rights of Lender under this Loan agreement. My obligations under this Loan cannot be assigned to a third party without Lender's prior written consent.
15. **MODIFICATIONS AND CORRECTIONS.** This Loan agreement is intended to be the final expression between Lender and me. This Loan may not be verbally changed before, during, or after signing this Loan. If this Loan is found to contain errors, I agree to sign an updated and corrected Loan agreement.
16. **NOTICES.** Unless I tell Lender otherwise, Lender and Dignifi may send all notices, statements, and receipts to my personal email address or mobile device.
17. **SEVERABILITY.** If any portion of this agreement is found to be unenforceable or invalid, that portion shall be severed, and the remaining portion of this Agreement will remain in effect.
18. **GOVERNING LAW.** This Loan will be governed by federal law, and to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflict of law provisions.
19. **WAIVERS.** I hereby waive demand, notice of non-payment, protest, and all other notices or demands whatsoever, and hereby consent that without notice to and without releasing the liability of any party, the obligations evidenced by this Loan agreement may from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised, settled, or released by Lender.

**20. ENTIRE AGREEMENT.** This Loan agreement represents the entire agreement between Lender and me regarding the subject matter of this Loan and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written, or electronic, between Lender and me with respect to the Loan request and Loan.

**CAUTION –THE BORROWER MUST THOROUGHLY READ THE CONTRACT BEFORE SIGNING IT**

**Roadside Assistance:** Purchasing the roadside assistance product is not required to obtain credit and roadside assistance will not be provided unless I sign and agree to pay the additional cost. I have read, understand, accept the terms and conditions of this Loan, and I want to purchase Roadside Assistance.

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**Borrower:**

**Lender:**

WebBank

Salt Lake City, UT 84111

**SEND PAYMENTS TO:**

C/O DigniFi

PO Box 205853

Dallas, TX 75320-5853

PURSUANT TO THE ELECTRONIC RECORD AND SIGNATURE DISCLOSURE I PREVIOUSLY AGREED TO, THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT WILL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.



# Arbitration Addendum to Unsecured Loan Agreement:

<b>Date of Loan:</b>	<b>Loan Number:</b>
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This Arbitration Agreement (“Arb. Agreement”), states that all Disputes arising from the Unsecured Loan Agreement (“Loan”) between Lender and the Borrower (collectively “Parties”) will be resolved by MANDATORY BINDING ARBITRATION (with an exception provided below):

## 1. Definitions I should know.

In the event of a dispute (see definition below), *Arbitration* is the process in which Lender, and I will submit a claim to settle a dispute by an impartial third-person(s) known as the *Arbiter*. The Arbiter will provide an *award* (i.e. Arbiter’s decision on the dispute, that is typically binding). Lender and I agree to *Mandatory Binding Arbitration* (i.e. not appealable), which is described below.

“**Borrower**” is the person who is taking out this Unsecured Loan Agreement (“Loan”) with DigniFi, the borrower may be mentioned as “consumer,” “customer,” “I,” me,” “myself,” etc.

“**Lender**” means WebBank, which is the creditor that is funding the Loan. In this Arb. Agreement, the term “Lender” also includes DigniFi and both WebBank’s and DigniFi’s respective affiliates, successors, assigns, and all third parties who are regarded as their respective agents.

“**Dispute**” is any issue that arises out of or related to the Loan, which includes, but is NOT limited to, disputes related to marketing, negotiations, servicing, collections, or the validity of this Arb. Agreement. Small Claims Disputes means disputes that are heard exclusively on an individual, non-class basis in a small claims or similar court of limited jurisdiction.

**2. Goal of Arbitration.** The purpose of Arbitration is for a speedy and efficient resolution for Lender and me.

**3. I Voluntarily Agree to Mandatory Binding Arbitration.** As noted above, Lender and I agree to Mandatory Binding Arbitration. This means, all disputes as defined above, arising out of, or related in any way to the Dispute (regardless of any prior agreement, discussion, or understanding), will be resolved by Mandatory Binding Arbitration, and not through litigation of any kind, in any court, by any judge, by any jury, or by any other tribunal, with the exception of Small Claims Disputes.

#### 4. I have the Right to Opt-Out to Binding Arbitration.

I HAVE THE RIGHT TO OPT OUT OF THIS ARB. AGREEMENT (SEE BELOW), AND UNLESS I OPT OUT OF THIS ARB. AGREEMENT, LENDER AND I, WAIVE OUR RIGHTS TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE, JURY, COURT, OR GOVERNMENTAL TRIBUNAL, UNLESS IT'S A SMALL CLAIMS DISPUTE.

##### ***Timeframe to Opt-Out***

I have the right to opt out of this Arb. Agreement. I have 60 days from the Date of Loan (displayed above), to give DigniFi my opt-out notice. I can give my opt-out notice by notifying Lender in writing at: **C/O DigniFi, PO Box 7084, Boulder, CO 80306-7084.**

I know that if I do not opt out of this Arb. Agreement within 60 days from the Date of Loan, this Arb. Agreement will forever continue to cover all Disputes regardless of my Loan being paid off; my account being charged off (i.e., uncollectable); or I file bankruptcy.

#### 5. I Waive Class Action Rights Under this Arb. Agreement.

FURTHERMORE, LENDER AND I, ALSO WAIVE ANY RIGHT TO ASSERT OR PARTICIPATE IN ANY CLASS ACTION, ON A REPRESENTATIVE BASIS IN ANY COURT OR IN ARBITRATION. DISPUTES IN ARBITRATION WILL PROCEED ON AN INDIVIDUAL BASIS ONLY. AGAIN, THIS DOES NOT INCLUDE SMALL CLAIMS DISPUTES. LENDER AND I AGREE NOT TO:

1. PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM, CLASS ACTION, OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK CONSOLIDATION OF ARBITRATION ON ANY CLAIMS, UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; OR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a claim, then this Arb. Agreement will not apply to that claim, and *only* that claim.

#### 6. The Arbitration Process.

##### **a. Filing a Claim**

The party filing an Arbitration Dispute may select either Judicial Arbitration and Mediation Services (JAMS) or American Arbitration Association (AAA), and the filing party must deliver notice in writing to the other party by certified mail. I can get a copy of how I can file the Arbitration in addition to the fees associated with the filings at the following locations:

JAMS –

- U.S. West Coast: 555 West Fifth Street, 32nd Floor Los Angeles, CA 90013
- U.S. East/Central: 150 West Jefferson, Suite 850 Detroit, MI 48226
- Phone: (800) 352-5267 or Online: <https://www.jamsadr.com/submit/>
- AAA – 1675 Broadway, #2550, Denver, CO 80202. Phone: (808) 778-7879

**b. Consolidation.**

The Arbitrator(s) will in no event have any power or authority to consolidate claims asserted by different claimants or counterclaimants, adjudicate any claims presented to them on a class wide basis, treat any claimant or counterclaimant as a representative of a class of claimants or counterclaimants, or award any relief on a class-wide basis.

**c. Associated Fees.**

Lender will pay any costs that Lender is required to under the arbitration administrator's rules of procedure. If I win the Arbitration, Lender will reimburse me for any fees I paid to the arbitration organization or Arbitrators. Lender will consider my request to pay any other fees that I am required to pay to the Arbitration organization or Arbitrators.

**d. Award.**

Judgement may be entered upon any award in any court having jurisdiction.

**7. Final and Binding Arbitration.**

Arbitration is Final and Binding but is subject to review in accordance with applicable statutes governing the arbitration award.

**8. Survival, Severability, and Primacy.**

Except for the specific terms provided in Section 5, if any portion of this Arb. Agreement cannot be enforced, the rest of this Arb. Agreement will prevail. In the event of any conflict or inconsistency between this Arb. Agreement, JAMS, AAA, the Administrator's rules, or the Loan, this Arb. Agreement will govern.

**9. Governing Law.**

This Arb. Agreement is governed by the Federal Arbitration Act (please see 9 U.S.C. §1). The Arbitration will take place in the county where I reside.

I have read, understood, and voluntarily enter into this Arb. Agreement.

# MLA COVERED BORROWER

## Addendum to Unsecured Loan Agreement

**DigniFi**

PO Box 7084

Boulder, CO 80306-7084

(855) 808-5861

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 receive this disclosure verbally over the phone, please call toll-free at (855) 808-5861 to speak with a member of our Customer Care Department.

The arbitration addendum included in this Loan agreement does not apply to an MLA covered borrower. Neither DigniFi nor WebBank will require an MLA covered borrower to submit to mandatory binding arbitration.

**DigniFi and/or WebBank will NOT:**

- Require the covered borrower to waive the right to legal recourse under any other state or federal law, including the Servicemembers Civil Relief Act;
- Require the covered borrower to submit to arbitration or other burdensome legal notice provisions, in the case of a dispute;
- Demand unreasonable notice from the borrower as a condition for legal action;
- Require the covered borrower to establish an allotment to repay the obligation;
- Prohibit the covered borrower from prepaying the consumer credit, or charge a prepayment penalty; or Use a check or other method of access to a deposit, savings, or other financial account maintained by the covered borrower.

# STATE-SPECIFIC NOTICES

**CALIFORNIA:** An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this Contract is cancelled by You. If You have cancelled this Contract and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Registration Page. In the event of cancellation, You will not be charged for claims paid or repair service fees. The Arbitration Provision section of this Contract is stricken in its entirety.

**GEORGIA:** DigniFi does not charge fees for: (1) handling borrower disputes; (2) facilitating routine borrower collections; (3) arranging repayment plans; (4) sending borrowers notice of nonpayment; or (5) updating records to reinstate an installment Loan. If a billing dispute arises, we will acknowledge receipt within 10 business days and conduct a reasonable investigation. We will provide written notice of the outcome within 45 days.

**ILLINOIS:** The definition of "we, us, and our" used frequently throughout the Vehicle Service Contract is defined as Axiom Product Administration, LLC. The Vehicle Service Contract provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Vehicle Service Contract price or fifty dollars (\$50.00).

**INDIANA:** Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You. This Service Contract is not insurance and is not subject to Indiana insurance law. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

**MARYLAND:** If You cancel this Contract within sixty (60) days of the Contract purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to the Administrator. If Your Vehicle is being repaired for a Breakdown covered by this Contract, and the Contract expires during the repair, the Contract term is extended until the repair is completed.

**MASSACHUSETTS:** Notice to customer: Purchase of this Contract is NOT required in order to register or finance a Vehicle. The benefits provided may duplicate express manufacturer's or issuing dealer's warranties that come automatically with every sale. The issuing dealer of this coverage is required to inform you of any warranties available to you without this Contract. Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 40,000 miles at the time of sale. Provides coverage for 90 days or 3,750 miles, whichever occurs first. Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale. Provides coverage for 60 days or 2,500 miles, whichever occurs first. Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale. Provides coverage for 30 days or 1,250 miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

**MISSOURI:** This Service Contract covers pre-existing conditions if a Mechanical Breakdown occurs during the Term. If WE cancel, WE will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract.

**NEW JERSEY:** If You request cancellation of this Contract within sixty (60) days of the purchase date of the Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%)

penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by You of the provider fee; a material misrepresentation by You to the provider; or substantial breach of duties relating to the covered product or its use.

**NORTH CAROLINA:** An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this Contract is cancelled by You. We may cancel this Contract only for non-payment of the purchase price of the Contract or a direct violation of the Contract by You. The total amount of all authorized claims will be deducted from all refunds.

**SOUTH CAROLINA:** If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180. If We cancel this Contract, We shall mail a written notice to You at the last known address held by Us at least 15 days prior to cancellation, providing You with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider, or a substantial breach of duties by the Service Contract Holder relating to the Vehicle or its use. If You cancel this Contract within sixty (60) days of the Contract Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

**WISCONSIN:** THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Any claim for repairs that have not been Registered prior to having repairs made may jeopardize Coverage under this Contract, except as provided under Emergency Repairs. Cancellation is amended to: WE may only cancel this Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered Vehicle or its use. If We cancel this Contract, WE shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. You may cancel/reject and return the warranty Contract within fifteen (15) calendar days of the delivery of the warranty Contract and receive a full refund less the actual costs or charges needed to issue and service the warranty Contract. If this Contract is cancelled after fifteen (15) calendar days of delivery of the warranty Contract, WE will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder (if any), will be named on a cancellation refund check as their interest may appear. In the event of cancellation You will not be charged for claims paid or repair service fees. 24 Hour Roadside Assistance Services are provided by Quest Towing Services, LLC. If a covered claim is not paid within sixty (60) days after proof of loss has been filed or, if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurance Company for reimbursement, payment or provision of this Contract. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual Agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties.

# Consumer Credit Application for a Loan from WebBank

**DEALERSHIP NAME:**

**NOTE:** By clicking "I Agree," I authorize WebBank and Dignifi to disclose the status of this Loan application, both disposition and approval amount, to the above named Dealership.

**VEHICLE INFORMATION:**

<b>Year:</b>	<b>Make:</b>	<b>Model:</b>
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**APPLICANT INFORMATION:**

<b>First:</b>	<b>Last:</b>
<b>Date of Birth:</b>	<b>Social Security Number: ###-##-####</b>

**ADDRESS:**

<b>Street address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
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**CONTACT:**

<b>Phone:</b>
<b>E-mail:</b>

**NOTE:** By clicking "I Agree," I authorize WebBank and Dignifi to communicate with me both via text and at the e-mail address listed above including any and all required disclosures under State and/or Federal Regulations.

**EMPLOYMENT/INCOME:**

<b>Employer Name</b> N/A	<b>Employer</b> <b>Phone: N/A</b>	<b>Income*:</b> <b>\$00.00 per month</b>
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\* Alimony, child support or separate maintenance payments need not be revealed if I do not wish to have it considered as a basis for repaying this obligation.

I agree that everything stated in this application is true and correct to the best of my knowledge. I authorize WebBank and DigniFi to investigate my credit, employment history, and obtain a credit report.

**NOTICE:** Consumer Reports (credit reports) may be obtained in connection with this application. If I request, 1) I will be informed whether or not consumer reports were obtained; and 2) If the reports were obtained, I will be informed of the names and the addresses of the consumer reporting agencies (credit bureaus) that furnished the reports.

# PRIVACY NOTICE STATEMENT

Rev: 08/2019

FACTS	WHAT DOES DIGNIFI DO WITH YOUR PERSONAL INFORMATION?
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WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account transactions</li> <li>• Credit history and credit scores</li> </ul> <p>Income and employment information</p> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons DigniFi chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does DigniFi share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	No	We don't share

For nonaffiliates to market to you	No	We don't share
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To limit our sharing	<ul style="list-style-type: none"> <li>• Call <a href="tel:+18558085861">+1 (855) 808-5861</a></li> <li>• Email us: <a href="mailto:questions@dignifi.com">questions@dignifi.com</a></li> </ul> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us anytime to limit our sharing.</p>
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Questions?	Call <a href="tel:+18558085861">+1 (855) 808-5861</a> or visit <a href="http://www.dignifi.com">www.dignifi.com</a>
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**Who We Are**

Who is providing this notice?	DigniFi and its affiliates as listed below.
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**What We Do**

How does DigniFi protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Additionally, DigniFi requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information.</p>
How does DigniFi collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for a Loan</li> <li>• Open an account</li> <li>• Provide employment information</li> <li>• Give us your income information</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes —</li> <li>• information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a DigniFi name such as</p> <ul style="list-style-type: none"> <li>• DigniFi Servicing, Inc.</li> <li>• DigniFi Technologies, Inc.</li> <li>• DigniFi, Inc.</li> <li>• DigniFi Holdings, Inc.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>DigniFi does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>DigniFi does not jointly market.</i></li> </ul>

Other Important Information
<p>California Residents: Except as permitted by law or if you give us your permission, we will not share information we collect about you with nonaffiliates or affiliates. Please see the notice titled "Important Privacy Choices for Consumers."</p> <p>Nevada Residents: If you prefer not to receive marketing calls from us, you may call <a href="tel:+18558085861">+1 (855) 808-5861</a> to be placed on our Do Not Call List. For more information, mail DigniFi 4772 Walnut St, Ste 200, Boulder, CO 80301 or visit <a href="http://www.dignifi.com">www.dignifi.com</a>. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E Washington St., Suite 3900, Las Vegas, NV 89101, call 702-486-3132, or email <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a>. This notice is provided pursuant to state law.</p> <p>Vermont Residents: Except as permitted by law or if you give us your permission, we will not share information we collect about you with nonaffiliates or affiliates.</p>

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account transactions</li> <li>• Credit history and credit scores</li> <li>• Income and employment information</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WebBank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call [+1 \(855\) 808-5861](tel:+18558085861) or go to [www.dignifi.com](http://www.dignifi.com)

What we do

<p><b>How does WebBank protect my personal information?</b></p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p><b>How does WebBank collect my personal information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for a Loan or give us your income information</li> <li>• tell us where to send the money or provide employment information</li> <li>• show us your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

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**DigniFi and Plaid Technologies, Inc**

Client uses Plaid Technologies, Inc. ("Plaid") to gather End User's data from financial institutions. By using our service, you grant Client and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid Privacy Policy](#).

**Other important information****Notice to Vermont Residents**

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be found at [www.dignifi.com](http://www.dignifi.com) or call [+1 \(855\) 808-5861](tel:+18558085861).

**Notice to California Residents**

If you live in California, we will not share information about you (1) with our affiliates for their own purposes or (2) for joint marketing with other Financial companies.

PURSUANT TO THE ELECTRONIC RECORD AND SIGNATURE DISCLOSURE I PREVIOUSLY AGREED TO, THE ELECTRONIC SIGNATURES APPEARING ON THIS DOCUMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

# Addendum to Unsecured Loan Agreement

## — Terms of the Interest Waived Program

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Dear (Borrower First and Last Name),

This addendum to your unsecured Loan agreement is to inform you of the terms of our Interest Waived Program. If you make all of your payments as scheduled AND you pay off the Loan balance in full within 90 days after you sign your Loan documents, then we will waive all of the interest (but not any fees) on your Loan.

**Key terms you should be aware of:**

- All payments are due as normally scheduled. If at any time during this 90-day period, we do not receive your full and complete payment this offer will become null and void and all interest will be due retroactive back to the first day of the contract.
- The 90-day period begins the day the Loan documents are signed.
- If you would like to take advantage of the Interest Waived Program and pay off your Loan with no interest, we MUST receive your final and complete payment within the 90-day period. Please call us toll free at [+1 \(855\) 808-5861](tel:+18558085861) to confirm the final payoff amount with a DigniFi representative prior to making your final payment.
- If you do not pay off your Loan in full prior to the end of the 90-day period, the Interest Waived Program offer will expire and all normal interest on the Loan will be owed. Note: All interest will be retroactive back to the first day of the unsecured Loan agreement.

DigniFi  
PO Box 7084  
Boulder, CO 80306-7084

Lender:  
WebBank  
Salt Lake City, UT 84111

# AUTHORIZATION & CONSENT FOR ELECTRONIC DELIVERY OF DISCLOSURES

**You may not apply online unless you accept these disclosures and information electronically.**

Please read this information thoroughly and print a copy and/or retain this information electronically for your records.

From time to time, we may be required by law to provide certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically that pertain to all products offered via the Dignifi platform including but not limited to: the WebBank issued installment Loan ("RoadWay Loan") and the ExpressWay credit card account ("ExpressWay Credit Card"). Please read the information below carefully and if you can access this information electronically and agree to these terms and conditions, please confirm your agreement by clicking "Submit Application."

By consenting to electronic disclosures, you are:

- Agreeing to receive electronically any state or federal disclosures, notifications and communication in connection with the application for, the opening of, maintenance of or collection of your Installment Loan or ExpressWay Credit Card ("E-disclosure");
- For ExpressWay Credit Card customers only:
  - Consenting to receive billing statements electronically on an ongoing basis at <https://app.dignifi.com>.
  - Electing not to receive billing statements via U.S. postal service on a recurring basis for the credit card account for which you are electing to receive electronic billing statements ("E-statements");
- Consenting to and acknowledging that you have read, understand and agree to be bound by the following terms and conditions.

By clicking the "Submit Application" button, you:

- Agree to Receive, access and retain electronic disclosures.
- Agree that you meet the hardware and software requirements listed below, including the ability to receive and read emails and log into <https://app.dignifi.com>.
- Agree to download or print the disclosures for your records.
- Acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and our intent is that this statute applies to the fullest extent possible.

**Access Requirements.** To access and retain electronic disclosures, you will need a desktop or laptop personal computer that has access to the internet. Compatible operating systems including recent versions of Windows and macOS. You must have a web browser that at a minimum supports 128-bit encryption. Such web browsers include the most recent versions of Internet Explorer, Chrome, Firefox, or Safari. You must also have an email account and related software capable of receiving emails through the internet. In order to access the disclosures, you must have an updated version of Adobe Reader and maintain an accurate email address. You must also have a compatible printer connected to your computer if you wish to print copies of such documents, or available storage space on your computer to retain a copy of the file.

**Additional Mobile Technology Requirements:** If you are accessing the Dignifi website from a mobile device (such as a smart phone, tablet, or similar device), in addition to the above requirements you must make sure that you have the latest device operating system (e.g., the latest version of iOS or Android OS) and the ability to save or print your Loan documents in PDF format on a mobile device. If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

If there is a change in the hardware/software requirements associated with this service that creates a material risk that you will not be able to access electronic disclosures, we will notify you, provide an explanation of the updated hardware/software requirements, and allow you the opportunity to withdraw consent for continued electronic delivery. It is your responsibility to ensure that your hardware and software continue to meet the disclosed hardware and software requirements and electronically save or print copies of any documents delivered electronically that you wish to retain in paper form. You agree to notify us if you are unable to access any of the information provided by us electronically.

#### **E-statement Access.**

*For Installment Loan customers:* You will have the ability to download and print E-statements we send to you by accessing your account online at [www.dignifi.com](http://www.dignifi.com), using your User ID and Password to access your account, and clicking on the "Statement History" link to obtain your E-statement. Each of your electronic disclosures will remain accessible on our website until your account is closed or deactivated.

*For ExpressWay Credit Card customers:* in order to access your E-statements electronically, you must log onto our website at <https://app.dignifi.com> via the Internet, use your User ID and Password to access your account, and click on the "Statement History" link to obtain your E-statement. Each of your electronic disclosures and E-statements will remain accessible on our website for at least 6 months after we notify you of its availability. Following your enrollment in E-statements, you may begin viewing your billing statements online beginning with your next statement cycle.

#### **Right to Receive Paper Statements and Other Records and Information.**

We reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what option you have chosen. For accounts that are in default or subject to the automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering electronic disclosures and E-statements.

*For Installment Loan customers:* At any time, you may request paper copies of any record made available to you electronically. To request a paper copy, please call us at (855) 808-5861.

*For ExpressWay Credit Card customers:* You are enrolling to receive disclosures, E-statements, and any other notifications or information electronically rather than by mail. At your option, you may ask us to send a paper copy of your billing statement or any other disclosure by mail. If you make such a request, a copying charge of \$3.00 per page may be imposed, unless the request is made in connection with a bona fide billing error dispute.

**Withdrawing Consent to Receive Electronic Disclosures.** You have the right to withdraw your consent to receive electronic disclosures at any time and choose to receive paper disclosures in lieu of electronic disclosures, including any billing statement on an ongoing basis.

*For Installment Loan customers:* To withdraw your consent, you may contact us via telephone at (855) 808-5861 or through email at [questions@dignifi.com](mailto:questions@dignifi.com). You may also reach us at Dignifi, PO Box 7084, Boulder, CO 80306-7084. If you withdraw your consent in writing, you must provide us with your full name, US postal address, account number and telephone number.

*For ExpressWay Credit Card customers:* To withdraw your consent, simply change your preference to receive electronic disclosures and E-statements "by mail" in your account center at <https://app.dignifi.com> or mail any notices to Dignifi at PO Box 7084, Boulder, CO 80306-7084 or contact us via telephone at (855) 808-5861 or through email at [questions@dignifi.com](mailto:questions@dignifi.com). There is no fee to change your delivery preference, however, you may no longer have access to past E-Statements once you have changed your delivery preference.

**Accurate Email Address Required.** You must also maintain a valid and active e-mail address. If at any time your e-mail address changes you must notify us immediately. We will send you an email notification at your last email address of

record when your E-statement is available. If we send you email notification and it is returned to us as undeliverable, we may attempt to contact you and ask that you update your email address.

*For Installment Loan customers:* you may update this information by emailing us at [questions@dignifi.com](mailto:questions@dignifi.com).

*For ExpressWay Credit Card customers:* you can update your email address by logging into your account at <https://app.dignifi.com>, clicking on the "Account Services" link, and then selecting "Change Contact Information" from the list of options presented.

**Discontinuation of Electronic Disclosures.** We reserve the right to terminate the delivery of electronic disclosures in whole or in part at any time without prior notice except as required by law.

**Your Computer Equipment or Software.** We will not be responsible for any errors or failures from any malfunction of your computer, or any computer virus or other problems related to your computer equipment.

You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically, nor any damages caused by unauthorized access. We are not responsible for delays in the transmission of any information. We are not responsible for any computer virus or related problems.

# Signature Record

Signed at: (Date) (Time) UTC

Signed by: (Borrower Name) (Loan Number)