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These Snap Finance® Application Terms and Conditions (these "Terms") govern your application for credit, retail installment or a lease-to-own product or any other products or services facilitated by Snap Finance LLC ("Snap") and issued or offered by Snap RTO, LLC, Snap Direct LLC, the retail merchant from which you are acquiring a product or service on an installment basis, or another financing partner of Snap (each, a "Financing Provider"; collectively, the "Financing Providers") or their affiliates, service providers, successors and assigns, your use of any website or mobile application and any financing or other product, feature or service offered by or through Snap (collectively, the "Services"). As used in these Terms, the words "you" and "your" mean the person electronically signing these Terms, and the words "we", "us" and "our" collectively refer to Snap or any successor service provider and all respective Financing Providers.

**Please read these Terms carefully before using or applying for the Services.** By applying for, accessing, or using the Services, you agree to be bound by these Terms, including the Arbitration Clause (except as set forth in Section 7), even if you do not obtain any product or Service from us. If you do not agree, please exit the Snap website or application immediately and in any event before applying for, accessing or using any Service.

**ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "JURY TRIAL WAIVER AND ARBITRATION CLAUSE" SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND SNAP OR A FINANCING PROVIDER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF ANY PARTY, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.**

**1. CONSENT TO ELECTRONIC TRANSACTIONS**

**This Consent to Electronic Transactions (this "Consent") contains important information about your legal rights—please read it thoroughly and print or save a copy.** As used in this Consent, "Account" means all accounts, products or Services you have with or through Snap or with any Financing Provider to the extent supported by Snap. This Consent covers all of your Accounts.

- A. Legally Required Communications and Disclosures. To the extent we must provide you with certain communications and disclosures in writing pursuant to applicable laws and regulations, you consent to this information being provided to you electronically to the maximum extent permitted by law. Electronic delivery includes delivery to the website on which you access your Account, delivery to the mobile app on which you access your Account, delivery by e-mail, delivery by text or SMS or delivery by other electronic means. This Consent will apply to each person named on your Account.
- B. Required Consent; Categories of Communications. You agree that we may deliver electronically agreements, disclosures, notices and other information and communications regarding your application for an Account, your

Accounts, the use of our websites, the use of our mobile apps, our relationship with you and such other products, Services or programs that may be made available to you (collectively, the "Communications"). Communications include, but are not limited, to the following:

- This Consent and any updates thereto;
  - Disclosures, agreements, notices and other information related to the opening or initiation of an Account, including, but not limited to, applications, loan agreements, credit sale agreements, lease agreements, rent-to-own agreements or other disclosures or notices that may be required by the Electronic Fund Transfer Act, the Truth in Lending Act, the Equal Credit Opportunity Act, applicable state lease-to-own laws, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Telephone Consumer Protection Act or other applicable federal or state laws and regulations;
  - Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an Account, including, but not limited to, account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Electronic Fund Transfer Act, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Telephone Consumer Protection Act, applicable state lease-to-own laws or other applicable federal or state laws and regulations;
  - Any notice or disclosure regarding an Account, including, but not limited to, any notice or disclosure regarding a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee;
  - Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to Accounts;
  - privacy statements or notices; and
  - Certain information or forms that we request from you and ask you to submit electronically.
- C. How to Withdraw Consent; Effect of Withdrawal. You may withdraw this Consent at any time by sending your written request by mail to Snap Finance LLC, Attn: Compliance, PO Box 26561, Salt Lake City, UT 84126. If you withdraw this Consent, we may be unable to provide one or more Accounts or Services to you. Withdrawal will not affect any Communications we provided to you prior to your withdrawal, and we will send any required further Communications to you in paper form. We will not impose any fee in connection with any withdrawal of this Consent or any Communication provided in paper form. Any withdrawal of this Consent will be effective only after we have a reasonable period of time to process your withdrawal request.
- D. Retention of Electronic Communications. You should save, print or make a copy of any Communications.
- E. Obtaining Paper Copies of Communications. Upon request, we will provide you with a paper copy of any Communication that we have provided to you electronically. If you would like a paper copy of any Communication, please write us at Snap Finance LLC, Attn: Compliance, PO Box 26561, Salt Lake City, UT 84126. There will be no charge for a paper copy of any Communication we have sent to you electronically.
- F. Hardware and Software Requirements. To electronically receive, view, save and/or print the Communications, you must have:
- a personal computer, tablet or mobile device with Internet access;

- a widely-used, recent-generation web browser (for example, Chrome, Microsoft Edge, Safari or Firefox);
- a widely-used, recent-generation portable document file reader (for example, Adobe Reader or the reader embedded in your browser) or other access device;
- an email address;
- phone number that accepts SMS; and

a printer, hard drive or other storage device.

You represent that you have the hardware, software, email address, cell phone number and email capacities described above, and your ability to read this Consent demonstrates that you have the necessary hardware and software to receive Communications electronically.

- G. Updating Your Records. You must immediately notify us of any change to your email address, phone number, contact information and other information related to this Consent and your Account(s). You can update this information by logging on to the applicable customer portal and providing the updated information or by calling customer service at 1 -(877)-557-3769. You represent and agree that you have provided us with a current e-mail address and phone number at which we may send electronic Communications to you.
- H. Federal Law. You acknowledge and agree this Consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- I. Reservation of Rights. This Consent does not apply to any Communication that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.
- J. Consent. By electronically assenting to these Terms and this Consent, you give your affirmative consent to our provision of electronic Communications to you as described above.

## **2. COLLECTION AND USE OF BANK ACCOUNT INFORMATION**

As part of our information collection process, we may detect additional bank accounts under your ownership. We will consider these additional accounts to be part of the application process. By applying, you authorize us to search for and evaluate bank accounts under your ownership for this purpose.

## **3. CREDIT REPORT AUTHORIZATION**

By agreeing to these Terms and continuing with the application process, you understand and agree that you are authorizing Snap and the respective Financing Provider to obtain consumer reports and related information about you from one or more consumer reporting agencies or other information providers.

You also authorize Snap and the respective Financing Provider to verify information in your application, and you agree that

Snap and the respective Financing Provider may contact third parties to verify any such information. You direct Snap and the respective Financing Provider to use your consumer reports and other data to authenticate your identity, to make credit decisions, to make decisions for other Services and for other related purposes.

You expressly authorize Snap and the respective Financing Provider to obtain consumer reports and other third party data, as well as your income information, from consumer reporting agencies about you when you apply for Services and during the 60 days following your initial application date.

You expressly authorize Snap and the respective Financing Provider to use the information that we obtain from such reports along with information stemming from your application to, among other things, market other financing and non-finance products to you, determine your eligibility for other products that Snap or any Financing Provider may offer or that you may apply for, make decisions related to the servicing and collection of your account, measure how the product you obtained from the respective Financing Provider impacts your credit, perform other statistical analysis, and share information with you about your credit profile.

#### **4. COMMUNICATIONS CONSENT**

##### **CALLS & TEXT MESSAGES**

You authorize Snap and the respective Financing Provider to call and to send text messages to any phone number you provide in connection with your application (and any updated phone number you provide from time to time) with information about your application or any relationships, transactions or Services you have with us. You attest that such phone numbers belong to you. You further agree that we may monitor and record telephone calls regarding your Services and your transactions with us to ensure the quality of our service. We may make telephone calls and send text messages manually or we may use automated telephone dialing systems, text messaging systems and email to provide messages to you about payment due dates, missed payments, and other account related information. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, and may include pre-recorded messages. These messages may also be recorded by your answering machine or voice messaging technology. You promise that, unless you provide us with an updated telephone number, you own or customarily use the telephone numbers that you give us. You also promise to notify us if you discontinue use of any telephone number that you give us. You agree that we will not be liable to you for any calls or text messages, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or text messages, you may incur a charge from the company that provides you with telecommunications, wireless, and/or Internet services. You agree that we have no liability for such charges. If you have the right to revoke consent to autodialed or other calls and texts under applicable law, you may exercise this right only by calling us at 1-(877)-557-3769.

##### **TEXT MESSAGES**

Message frequency varies. You can opt out of receiving SMS messages by responding with "STOP" to any SMS message we have provided to you. Carriers are not liable for delayed or undelivered messages. You can get more information about our SMS program by responding "HELP" to any SMS message we have provided to you. You acknowledge that this consent forms part of a bargained-for exchange.

##### **EMAIL**

In addition to the above, you also give us permission to communicate information to you via email with the email provided in your application or any subsequent email you may provide. You attest that this email address belongs to you.

#### **5. WIRELESS CARRIER INFORMATION DISCLOSURE AUTHORIZATION**

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Snap or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) for how we treat your data.

## 6. PRIVACY POLICY

You acknowledge that you have received a copy of Snap's and its affiliate's Financing Provider's Privacy Policy available [here](#).

## 7. NOTICES REQUIRED BY STATE LAW

- **California Residents:** As required by California 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.
- **Utah Residents:** 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.
- **New York Residents:** A consumer report may be requested with your application. Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report.

## 8. JURY TRIAL WAIVER AND ARBITRATION CLAUSE.

We have put this Jury Trial Waiver and Arbitration Clause (this "Clause") in question-and-answer format to make it easier to understand. However, this Clause is legally binding on you and on us.

This Clause does not apply to any product or Service that constitutes "consumer credit" under the Military Lending Act (or its implementing regulations) that you may obtain from or through Snap or its Financing Providers if you are a Covered Borrower under the Military Lending Act at the time you obtain such product. This Clause applies to all other Snap products or Services.

### BACKGROUND AND SCOPE

#### What is arbitration?

**An alternative to court.**

In arbitration, a neutral third party ("Arbitrator") resolves Disputes in a hearing. You, related third parties, and we, waive the right to go to court. Such "parties" forgo jury trials.

#### Is it different from court and jury trials?

Yes.

The hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called "discovery." The decision is final. Courts rarely overturn Arbitrators.

#### Can you opt out of this Clause?

**Yes, within 30 days.**

If you do not want this Clause to apply, you must send us a signed notice within 30 calendar days after the date you agreed to these Terms in connection with an application. You must send the notice in writing to Snap Finance LLC Attention: Arbitration. P.O. Box 26561, Salt Lake City, UT 84126 (or any subsequent address we provide to you) (the "Notice Address"), or via email to [legal@snapfinance.com](mailto:legal@snapfinance.com), with the email subject "Arbitration." Provide your name, address, account number and date. State you opt out of the Clause. If you opt out, it will only apply to that application.

#### Who does the Clause cover?

**You, us, and others.**

This Clause governs the parties, their heirs, successors, assigns, affiliates, employees, officers and directors, and other third parties related to any Dispute.

### **Which Disputes are covered?**

#### **All Disputes.**

In this Clause, the word "Disputes" has the broadest possible meaning. This Clause governs all "Disputes" involving the parties. This includes all claims arising from or related to your application and agreements with us or the relationships resulting therefrom. This includes claims related to information you previously gave us. It includes all past agreements and applications. It includes, as may be applicable, any additional periods, extensions, renewals, and plans. It includes claims related to damaged property, buyout, reinstatement, loss, damage, warranty, maintenance, collection, possession, privacy, and customer information. "Disputes" includes, but is not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek individual relief of any type, including damages and/or injunctive, declaratory or other equitable relief. It includes claims related to the validity in general of these Terms and/or any agreement you have with us. However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not an Arbitrator to decide. But a Dispute about these Terms as a whole is for an Arbitrator, not a court, to decide.

### **Are you and we waiving rights?**

**Yes.**

**For Disputes that you or we elect to arbitrate under this Clause, you and we waive (give up) our rights to:**

- 1. Have juries resolve Disputes.**
- 2. Have courts, other than small-claims courts, resolve Disputes.**
- 3. Serve as a private attorney general or in a representative capacity in court or in arbitration.**
- 4. Without our consent (and except for Group Arbitrations described below) join a Dispute that you, we or other covered parties have with a dispute that others have.**
- 5. Bring or be a class member in a class action in court or in a class arbitration.**

### **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. All Disputes that are arbitrated must be decided in an individual arbitration. You may not pursue any type of collective action or class action against us in arbitration.

### **What law applies?**

#### **The Federal Arbitration Act ("FAA").**

This transaction involves interstate commerce. Thus, the FAA governs. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all individual remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief (but only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim), and attorneys' fees and costs.

### **Must the parties try to resolve Disputes first?**

**Yes.**

We can try to resolve Disputes if you call us at 1 -(877)-557-3769. If this doesn't 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 to the Notice Address. You or an attorney you have personally hired must sign the notice and must provide the account 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 try to settle the Dispute on an individual basis.

#### **How does an arbitration start?**

##### **Mailing a notice.**

If the parties do not reach an agreement to resolve the Dispute within 30 days after written notice of the Dispute is received, the complaining party (the "Claimant") may commence a lawsuit or an arbitration, subject to the terms of this Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party (the "Respondent") can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.

#### **Can Disputes be litigated?**

##### **Sometimes.**

Either party may bring a lawsuit if the other party does not demand arbitration. Either party has the right to go to small-claims court or an equivalent court, so long as the Dispute is and remains an individual Dispute pending only in that court; but if the Dispute is transferred, removed or appealed to a different court, it will be subject to arbitration.

Both parties may use lawful self-help remedies. This includes set-off or repossession and sale of any property. Both parties may seek remedies in court which don't claim money damages or other forms of monetary relief. This includes pre-judgment seizure or individual injunctive relief but does not include equitable monetary relief. Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that or any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Clause.

#### **Will this Clause continue to govern?**

##### **Yes, unless otherwise agreed.**

The Clause stays effective, unless you timely opt out by following the process described above (see "Can you opt-out of this Clause?"). The Clause governs if you rescind any relevant transaction. It governs if you default, renew, prepay, or pay with respect to any agreement between you and us. It governs if you terminate any agreement between you and us, if you reinstate any agreement between you and us, and if you return any property that is the subject of an agreement between you and us. It governs if any agreement between you and us is impacted by bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

### **PROCESS, ARBITRATION FEES, AND AWARDS**

#### **Who handles the arbitration?**

##### **AAA or an agreed Arbitrator.**

Arbitrations will be conducted under this Clause. Except for some group arbitrations ("Group Arbitrations") of common issues of law or fact ("Common Issues") conducted without an arbitration administrator, as described below, arbitrations will also be subject to the rules of the arbitration administrator in effect at the time the arbitration is commenced. However,

arbitration rules that conflict with this Clause do not apply. The arbitration administrator (if any) will be either: (1) the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); or (2) any other company picked by agreement of the parties. If both of the above options are unavailable, a court will pick the administrator (if any). No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Arbitrator that would permit class or representative arbitration under this Clause. The Arbitrator will be selected under the rules of the administrator (if any). However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. We may waive any rights under this Clause, either on our own or at your request.

**Will the hearing be held nearby?**

**Yes.**

The Arbitrator will order the hearing within 30 miles of your home or where the transaction occurred.

**What about appeals?**

**Appeals are limited.**

The Arbitrator's decision will be final. A party may file the Arbitrator's award with the proper court. A party has a limited right to appeal under the FAA. If the amount in controversy exceeds \$50,000.00, a party may appeal the Arbitrator's finding. Such appeal will be to a 3-Arbitrator panel from the same arbitration group. The appeal will be de novo and resolved by majority vote. The costs of an appeal shall be paid in accordance with the section titled "Will we advance your Arbitration Fees?"

**Do arbitration awards affect other disputes?**

**No.**

You and we agree that no arbitration involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.

**Will we advance your Arbitration Fees?**

**Under certain circumstances.**

We will agree to pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and send us a written request at the Notice Address. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause

**Will you have to repay Arbitration Fees we advanced if you win?**

**No.**

If the Arbitrator awards you funds or other relief, you don't reimburse us any Arbitration Fees that we advanced to you.

**Will you have to repay Arbitration Fees we advanced if you lose?**

**No, unless you acted in bad faith.**

The Arbitrator can require you to pay our fees if 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)) This power does not make this Clause invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal fees resulting from a bad faith breach of this Clause, if a court or arbitrator determines that assessing

such fees to be warranted under the circumstances and the power to assess such fees does not make this Clause invalid.

**Can you ever recover your attorneys' fees?**

**If applicable law permits.**

You pay your own attorneys' fees and legal expenses unless the Arbitrator decides that we must pay them under applicable law.

**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.

**What happens if a part of this Clause cannot be enforced?**

**It depends.**

If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that:

1. If a court rules that the Arbitrator can decide a claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Clause will be void; and
2. If you bring a claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.

In no event will a claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.

**Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?**

**Sometimes.**

It is possible that many Claimants will pursue or threaten Disputes against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Clause are designed to address this problem.

Any group of 30-250 Claimants who have given demands that involve Common Issues and are not already participating in individual arbitrations under this Clause may form a "Qualifying Group" to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 30-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a "Group Arbitration Notice"). All rights and duties of a Qualifying Group under this Clause will be exercised or performed by a majority of the members of the Qualifying Group (a "Group Majority") or a Qualifying Group representative appointed by a Group Majority (a "Group Agent").

In the event a new Claimant asserts a claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group.

Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for

example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Arbitrator must be appointed for each Group Arbitration, and no single Arbitrator may hear more than one Group Arbitration of the same Common Issues. Claims on a class basis or claims for public injunctions may not be heard or decided in Group Arbitrations.

Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Clause. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Arbitrator fees. For 15 days after receiving final fee and charge information from the AAA, either we or the Qualifying Group may elect for the Group Arbitration to be conducted without the assistance of the AAA, in accordance with the provisions set forth under the caption "What happens if a party wishes a Group Arbitration to be conducted without an administrator?"

#### **Who bears arbitration costs in Group Arbitrations?**

**Usually, we do.**

We will agree to pay all filing, administrative, hearing and Arbitrator fees in Group Arbitrations if you act in good faith. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause.

#### **What happens if you are a Claimant in a Qualifying Group but have a Dispute that cannot be resolved in a Group Arbitration?**

**The Dispute can be resolved in a lawsuit or an arbitration under this Clause.**

After a Group Arbitration, any Dispute that cannot be resolved in the Group Arbitration will be subject to this Clause. Before initiating a lawsuit or arbitration with respect to such Dispute, the Claimant must give the Respondent a new notice and opportunity to resolve the Dispute, as described under the caption "Must the parties try to resolve Disputes first?"

#### **What happens if a party wishes a Group Arbitration to be conducted without an administrator?**

**Special rules will apply.**

If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without AAA, we and the Qualifying Group shall try to agree upon an Arbitrator to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon an Arbitrator within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of an Arbitrator. The court shall give due regard to the qualifications of the Arbitrator and the fees charged by the Arbitrator. Arbitrator fees exceeding the Arbitrator fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Arbitrator must be a lawyer with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree.

Once an Arbitrator has been selected and retained, such Arbitrator will commence and conduct the Group Arbitration in accordance with this Clause and, to the extent not inconsistent with this Clause: (a) Rules R-2, R-7 through R-9, R-14 and R-18 through R-54 of the AAA's Consumer Arbitration Rules, Amended and Effective September 1, 2014 (even if subsequently revised), available online at [adr.org/consumer](http://adr.org/consumer) or available from us (the "Governing Rules"); and (b) such additional procedures as the Arbitrator shall adopt. However:

1. The AAA shall have no role in the arbitration and no filings with or notices to the AAA shall be required. Such filings will be made with the Arbitrator or not at all, as the circumstances shall dictate.
2. Subject to subsection (1), any reference to the AAA in the Governing Rules shall be deemed to refer instead to the Arbitrator or, if a function delegated to the AAA under the Governing Rules cannot reasonably be performed by the Arbitrator, whether by virtue of a conflict of interest or otherwise, by a court with jurisdiction. Any objection to the Arbitrator under R-19 shall be decided by a court with jurisdiction.
3. No administrative fees under R-4 shall be payable.
4. Despite R-29, an in-person or telephonic hearing shall be held upon agreement of the parties or for good cause

shown.

5. Despite R-33, the Arbitrator may allow the filing of a dispositive motion without prejudging the likelihood of success.
6. Despite R-40 and R-42, the Arbitrator may extend the applicable time limits in unusual and extreme circumstances.
7. R-43(c) shall not apply.

The Costs of Arbitration and fee sections of the Governing Rules shall not apply, provided that the Arbitrator Compensation terms shall be used as guidelines.

### **OTHER OPTIONS**

**If you don't want to arbitrate, can you still apply for Snap products or services?**

**Yes. You can apply for our products and services and decide not to arbitrate.**

Consider these choices:

1. Informal Dispute Resolution. Contact us, and attempt to settle any Disputes.
2. Small-claims Court. Seek to resolve Disputes in small-claims court, within state law limits.
3. File an application without the Clause. Write to us and ask for a copy of these Terms without the Clause.
4. Opt-Out of Arbitration. Sign and then timely opt-out following the directions above (see "Can you opt-out of this Clause?"). Opting out of this Clause will not affect any other provision of your Agreement.

You acknowledge that the information provided is accurate to the best of your knowledge and information. You represent that you are not currently involved in any bankruptcy proceedings or considering whether to file for bankruptcy protection. You agree to the terms of the "Jury Trial Waiver and Arbitration Clause."

**Print and retain a hard copy or electronic copy of these Snap Finance® Application Terms and Conditions**