DISCLOSURE STATEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

DATE: ACCOUNT NUMBER:

LENDER/SECURED PARTY:

BORROWER(S)/DEBTOR(S):
(I, me, my, mine, we, ours and us)

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
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 Payments	Amount of Payments	When Payments Are Due	Final Payment Date (Maturity Date)
	$	First Payment Date	
	$	Due the Same Day Each Successive Month as the First Payment Day	

Security: I am giving a security interest in:

☐ the goods or property being purchased ☐ consumer goods ☐ motor vehicle

☐ Other: _____

Prepayment: If I pay off early, I will not have to pay a penalty.

Late Payment Fee: If my payment is late by ten (10) days or more I may be charged a late fee of $15.00.

I should see the rest of this document for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

$ _____ Loan Amount

$ _____ Prepaid Finance Charges

$ _____ Amount Financed (Sum of lines 1 thru 16)

1. $ _____ *Premium to Life Ins. Co.
2. $ _____ *Premium to Disability Ins. Co.
3. $ 0.00 *Premium to Property Ins. Co.
4. $ 0.00 *Premium to Involuntary Unemployment Ins. Co.
5. $ _____ *Premium to Auto Ins. Co.
6. $ _____ *Premium to Ins. Co. for Non-Filing Ins.
7. $ _____ Credit Life
8. $ _____ Credit Disability
9. $ 0.00 Credit Property

} Non-Refundable Insurance Origination Fee Retained by Lender

10. $ _____ To Public Officials for UCC-1 and Title Fees
11. $ 0.00 *GAP
12. $ 0.00 *Auto Club
13. $ _____ Principal Balance (net of refunds) paid on Prior Account No. _____
14. $ _____ Interest Due on Prior Account
15. $ _____ Late Fees Due on Prior Account
16. $ _____ Proceeds of Loan Paid to Me or to Others at My Request

*Lender may retain a portion of these amounts.

REFUNDS ON PRIOR ACCOUNT	
Life Insurance	$
Disability Insurance	$
Property Insurance	$
IUI Ins.	$
Auto Insurance	$
GAP	$

Amount	To:
$	
$	
$	
$	
$	Me

ITEMIZATION OF FINANCE CHARGE

1. $ _____ Estimated Interest
2. $ _____ Loan Processing Fee
3. $ _____ **Prepaid Finance Charge:** ELT Fees
4. $ _____ Total Finance Charge

Rate of Interest _____%

INSURANCE DISCLOSURES

Credit life insurance, credit disability insurance, credit involuntary unemployment insurance and GAP are not required to obtain credit and will not be provided unless I (we) sign and agree to pay the additional cost. Lender may purchase the insurance or GAP protection through an insurance agency or GAP provider affiliated with Lender through common ownership or otherwise. The agency which sells the insurance or the GAP provider may receive a commission on the purchase of insurance and GAP protection and other financial incentives related to loss ratios. Lender and affiliated entities may also receive similar or other financial benefits from the placement of insurance or sale of GAP protection.

Type	Premium	Orig. Fee	Signature
Credit Life ☐ Single ☐ Joint	$	$	We want credit life insurance. Signature: Signature:
Disability ☐ Single ☐ Joint	$	$	We want credit disability insurance. Signature: Signature:
IUI $ Mo. Ben. Ins. Term Mos.	$	NONE	I want involuntary unemployment insurance. Signature:
Property Coverage Ins. $	$	$	We want property insurance. Signature: Signature:
Auto $ Coverage Ins. Mos.	$	NONE	We want auto insurance. Signature: Signature:
GAP Protection $	PROVIDER $	NONE	We want GAP Protection. Signature: Signature:

I have been verbally advised that I may obtain property and/or auto insurance from anyone I want at any point during the term of the loan, and GAP protection from anyone I want when the loan is signed, provided that the Lender may approve the insurance company or GAP provider selected by me on a reasonable, non-discriminatory basis related to the solvency of the company and the type and provisions of policy coverage. If I get the insurance from or through the Lender, the cost of the insurance is specified above and the term of the insurance will be for the term of the loan, with the exception of the auto insurance which term is specified above. Lender may purchase the insurance through an insurance agency affiliated with Lender through common ownership or otherwise. The agency which sells the insurance may receive a commission on the purchase of insurance and other financial incentives related to loss ratios. Lender and affiliated entities may also receive similar or other financial benefits from the placement of insurance.

INSURANCE AGAINST LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION

PROMISE TO PAY AND APPLICATION OF PAYMENTS: I the undersigned Debtor, jointly and severally, promise to pay to the order of Lender, at its office, the Loan Amount shown above plus interest from the date hereof on the unpaid balance of the Loan Amount, from time remaining unpaid, at the interest rate(s) described below, until paid in full, according to the payment schedule shown above. Each consecutive payment is due on the same day of each calendar month. Any payment made on a loan shall be applied first to late charges and other permissible charges under the North Carolina Consumer Finance Act, then to any accrued interest, and then to principal. Any portion or all of the principal balance may be prepaid at any time without penalty. Any payments made in addition to regularly scheduled monthly payments will be applied in the same manner. Additional payments may reduce the term of the loan but will not relieve the obligation to make regular monthly payments as set forth herein unless Lender and I agree to credit said amounts paid to future payments.

"ADDITIONAL PROVISIONS OF PROMISSORY NOTE AND SECURITY AGREEMENT — SEE NEXT PAGE"

SECURITY AGREEMENT: As collateral for this loan, I the undersigned hereby grant to Secured Party a security interest in the following described property:

☐ Consumer goods more particularly described in Schedule A.

☐ If checked, see UCC-1 recording form dated _____.

TITLE NUMBER	MAKE of AUTO	STYLE & MODEL	YEAR MODEL	IDENTIFICATION NUMBER	OTHER IDENTIFICATION

The singular used herein shall include the plural and either gender, all the terms and conditions set forth on the reverse side hereof are incorporated herein by reference.

"THIS LOAN IS REGULATED BY THE PROVISIONS OF CHAPTER 53, ARTICLE 15 OF THE NORTH CAROLINA GENERAL STATUTES."

I, undersigned Debtor, do hereby acknowledge receipt of a copy of this Disclosure Statement, Promissory Note and Security Agreement. Further acknowledged is the receipt of the proceeds of the loan as stated above. I further acknowledge that at the time I received a copy of this Disclosure Statement, Promissory Note and Security Agreement, that such forms were complete and filled-in and that all blanks in such forms were filled in prior to my executing the same.

WITNESS THE HANDS AND SEALS OF THE BORROWERS THE DATE ABOVE WRITTEN.

EXECUTED IN THE PRESENCE OF:

_____ (SEAL)
Debtor

_____
Witness

_____ (SEAL)
Debtor

_____ (SEAL)
Debtor

_____
Witness

_____ (SEAL)
Debtor

The undersigned is not personally liable for this loan but grants a security interest in the property described above as security for this loan.

_____ (SEAL)

N.C. CONSUMER FINANCE ACT DISCLOSURES:

The Cash Advance is the same as the amount shown above as Amount Financed.

The Face Amount of the Note is the same as the Loan Amount shown above.

☐ The following notice is applicable only if this block has been checked and signed by Secured Party.

Secured Party

By: _____

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

ADDITIONAL PROVISIONS OF PROMISSORY NOTE

RATE OF INTEREST: (a) With respect to a loan not exceeding ten thousand dollars ($10,000), thirty percent (30%) per annum on that part of the unpaid principal balance not exceeding four thousand dollars ($4,000), twenty-four percent (24%) per annum on that part of the unpaid principal balance exceeding four thousand dollars ($4,000) but not exceeding eight thousand dollars ($8,000), and eighteen percent (18%) per annum on that part of the remainder of the unpaid principal balance. (b) With respect to a loan exceeding ten thousand dollars ($10,000), eighteen percent (18%) per annum on the outstanding principal balance. Interest shall be contracted for and collected at the single simple interest rate applied to the outstanding balance that would earn the same amount of interest as the above rates for payment according to the schedule.

COMPUTATION OF INTEREST: Interest on loans made pursuant to this section shall not be paid, deducted, or received in advance. Such interest shall not be compounded but interest on loans shall (a) be computed and paid only as a percentage of the unpaid principal balance or portion thereof and (b) computed on the basis of the number of days actually elapsed; provided 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 interest on the prior loan which have accrued within ninety (90) days before the making of the new loan contract. For purpose of computing interest, a day shall equal 1/365th of a year.

LATE FEES AND DEFERRAL CHARGES: (a) I understand that the lender may charge a late fee for any payment which remains past due for ten (10) days or more after the due date. The late payment fee is fifteen dollars ($15.00) and may not be charged more than once with respect to a single late payment. (b) If the Lender and I agree, the lender may collect a deferral charge and defer the due date of all or part of one or more installments under an existing loan contract as permitted in N.C.G.S. 25A-30. The deferral charge may not exceed the rate of one and one-half percent (1 1/2%) of each installment for each month from the date which such installment or part thereof would otherwise have been payable to the date when such installment or part thereof is made payable. Any deferral or deferrals which extend payment of the balance of the contract beyond its original maturity date shall not extend coverage for any credit insurances beyond the original maturity date.

With respect to loans made pursuant to NCGS §53-176, except as otherwise provided for pursuant to NCGS §75-20(a), no more than twice (2) in a twelve (12) month period I may cancel a loan with you within three (3) business days after disbursement of the loan proceeds without incurring or paying interest so long as the amount financed, minus any fees or charges is returned to and received by you within that time.

In the event the undersigned tenders a check in payment of any amount due under this loan and upon presentment to the named drawee, such check is returned due to insufficient funds or credit, the Lender, in addition to the assessment of the aforesaid charge, shall have the right to assess against the debtor an additional charge of $25.00 for the dishonor or processing fee of the returned item. G.S. 53-175 and G.S. 25-3-512.

ADDITIONAL PROVISIONS OF SECURITY AGREEMENT

DEFAULT: The collateral shall be at my risk and I shall procure and maintain for the term hereof insurance against all physical damage risks at my expense in such form and for such amounts as you may require, the proceeds thereof to be payable as interest shall appear, with mortgagee's loss payable clause from the beginning of the term hereof and until all obligations pursuant to this note and the collateral pledged herein shall have been satisfied in full. Any policies of said insurance shall have a deductible amount not in excess of $500. I may choose the person through which property damage insurance is obtained, and I have the option of providing any such insurance through an existing policy or a policy independently obtained and paid for by me. You may, for reasonable cause before credit is extended, refuse to accept any insurance which I offer to provide. I agree to furnish you with written evidence that the required insurance coverage is in force at all times. If I ever fail to maintain the insurance which is required under this note against loss of or damage to the Collateral, you may, at your election, purchase insurance covering only your interest in the Collateral against loss or damage, insuring your lien upon the Collateral, insurance which insures both parties' interest in the property and/or other insurance allowed under applicable law (this insurance is called either "Single Interest Insurance" or "Dual Property Insurance"), but you are not required to purchase any insurance. **These are two types of insurance made available to me on a voluntary basis.** To the extent that State or Federal law or regulation prohibits you from requiring me to obtain insurance or limits the types or amount of insurance you may purchase on the Collateral or require me to obtain, you will purchase and I am required to obtain only such insurance that is believed in good faith by you to be permissible under applicable law. If you purchase any such insurance, I agree to reimburse you for the premiums for such insurance to the extent that the same is not included in this Agreement, in the amount of such reimbursement together with a finance charge at the highest lawful rate, to be paid in equal installments of the remaining term concurrently with the remaining unpaid installments set forth above, and to constitute an additional obligation of mine hereunder. The period over which I pay for the insurance premiums may exceed the coverage period. If I purchase single interest insurance or you purchase it on the Collateral under the terms of this Note, you will be acting solely on your own behalf, and neither you nor the insurance agent will be acting as my broker. You may purchase either "Single Interest Insurance" or "Dual Property Insurance" through an insurance agency affiliated with you through common ownership or otherwise. The agency which sells the insurance may receive a commission on the purchase of insurance and other financial incentives related to loss ratios. You may also receive similar or other financial benefits from the placement of insurance. Single interest insurance does not provide coverage for my interest in the Collateral and it may pay certain claims only if you have repossessed the Collateral after my default. "Single Interest Insurance" or "Dual Interest Insurance" may be more expensive than a policy purchased by me for the insured property. **IF A "SINGLE INTEREST INSURANCE" OR "DUAL INTEREST INSURANCE" POLICY IS ISSUED, IT WILL NOT PROVIDE PROTECTION AGAINST LIABILITY FOR BODILY INJURY OR DAMAGE TO THE PROPERTY OF OTHERS. THEREFORE, IT WILL NOT FULFILL THE OBLIGATION TO MAINTAIN LIABILITY INSURANCE IMPOSED UPON ME UNDER THE FINANCIAL RESPONSIBILITY LAWS OF ANY STATE.** I agree that I will bear at all times the risk of loss or damage to the Collateral. My obligations under this Note will not be affected in any way by any such loss or damage except that, if the Collateral is insured, any proceeds paid to you will reduce my outstanding obligations to you under this Note. I hereby assign to you any monies not in excess of the unpaid balance hereunder which may become payable under such and other insurance, including return of unearned premiums, and direct any insurance company to make payments directly to you to be applied to said unpaid balance and appoint you as my attorney-in-fact to endorse any draft. In the event of any default under this Contract, you are authorized to cancel said insurance and credit any premium refund received against said unpaid balance.

If this Security Agreement includes a motor vehicle, Debtor covenants he will not remove same from the State of his present residence shown and if this Security Agreement includes other personal property, Debtor covenants he will not remove such other personal property from his residence, without the written consent of the Secured Party.

Debtor agrees that all equipment, tires, accessories and parts attached to or added to the Collateral shall at once by accession become a part thereof. Debtor further agrees to send notice by registered mail to Secured Party within 24 hours after any repossession of the Collateral if Debtor claims that any articles not included herein were contained in the Collateral at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor.

In the event the Debtor fails to timely make a payment, fails to maintain contractually required insurance, or fails to comply with any conditions of this security agreement or the indebtedness secured hereby, or defaults, in any term or condition of any other obligation, agreement or the indebtedness owing to Secured Party (or holder) if the Secured Party shall deem the indebtedness secured hereby insecure or deems the Collateral insecure or in danger of misuse or confiscation, or a proceeding in bankruptcy, receivership or insolvency be instituted against the Debtor or his property, or if the collateral is seized or confiscated by a political or governmental agency as a result of the alleged illegal use of the collateral or for any other reason or if there is a lapse in physical damage insurance coverage on the collateral, then and in any such events this Security Agreement shall, at the election of the Secured Party (or holder) be deemed to be in default and the full principal amount of the indebtedness secured hereby, including all interest and charges, shall immediately become due and payable, and the Secured Party shall then have the remedies of a Secured Party under the Uniform Commercial Code of North Carolina, including the right to take immediate possession of the Collateral, including any equipment or accessories thereto, without legal process and without demand. Secured Party may take possession of any other property contained in any motor vehicle described herein at the time of repossession, and hold the same temporarily for the Debtor without any responsibility or liability on the part of Secured Party. You have the right to repossess the collateral if the insurance coverage required above lapses at any time or if I fail to provide you with proof of continuous insurance coverage when you request that I provide such proof. If Secured Party has to take possession of the collateral, Secured Party can sell it and apply the money received to the unpaid balance of this loan, including all outstanding fees and interest, plus the costs of the repossession, storage, preparation for sale, sale and any necessary repairs.

ADDITIONAL PROVISIONS OF SECURITY AGREEMENT (continued)

Secured Party may require the Debtor to assemble and make the Collateral available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any intended disposition thereof is to be made. I recognize and agree that wholesale or dealer only auctions are a usual manner of sale of repossessed motor vehicles and that such sale is in conformity with the reasonable commercial practices among dealers in repossessed motor vehicles. I agree that disposition of collateral at regularly held public auctions, private dealer-only auctions or other regularly held restricted-entry auctions for goods of the kind is a commercially reasonable manner of disposition, but recognize and agree that sale or disposition may be by other means, public or private, at your discretion, as permitted by the UCC or other applicable law. Further, if prior notice to me of a sale or intended disposition of the collateral is required, then I agree that such notice, in the statutorily suggested form and sent by regular first class mail, registered mail or certified mail to my address as listed on this document or, if I have provided you with an authenticated change of address, to the last authenticated change of address you received prior to the notification date, shall be commercially reasonable notice if sent at least ten (10) days prior to disposition. I recognize and agree that the sale or disposition of collateral made with such disclaimer of warranties as is permitted by the UCC, or other applicable law, is commercially reasonable. Secured Party may become the purchaser of the collateral at any sale thereof. In case of deficiency, the Debtor shall pay the same with interest at the highest lawful rate. Time is of the essence of this agreement and the installment note secured hereby and waiver of any default or acceptance of any past due payment shall not be a waiver of any subsequent or other default.

AUTHORIZATION AGREEMENT TO COLLECT RETURNED CHECKS BY ACH DEBIT: I (we) hereby give you permission to redeposit my (our) return check item to the account upon which it was drawn by ACH Debit which does not exceed the amount of the returned check and depository named on the returned check is authorized to debit that account. I (we) have the right to stop payment of such an ACH Debit by notifying my (our) bank, either verbally or in writing, at such time and in such manner as to allow the bank a reasonable opportunity to act on my (our) stop payment order prior to debiting my (our) account.

ELECTRONIC LIEN SYSTEM PROCESSING FEES: Lender is required by law to participate in an electronic lien system to process the notification, release and maintenance of security interests and certificates of title data where a lien is notated. Lender incurs a fee of $3.50 each time any action is taken related to the certificate of title for a motor vehicle pledged as security for a loan and incurs an additional fee each time the certificate of title upon which it holds a lien is notated in any way. Lender is allowed by law to charge Borrower the $3.50 fee and up to $3.00 (but not more than its actual cost if less than $3.00) for the fee related for notification of a notation on the certificate of title. **If at any time Borrower takes any action resulting in a notation on any certificate of title related to this loan contract, Borrower will be charged the fees set forth above said amount will be added to the amount owed by Borrower and shall bear interest at the contract rate.**

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

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants (1) on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract); (2) because all or part of the applicant's income derives from any public assistance program; or (3) because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

ARBITRATION ▸ RESOLUTION OF DISPUTES

- Either you or we may require that the exclusive forum and remedy to resolve a Claim be final and binding arbitration under this Arbitration Clause ("this Clause"), unless you opt-out as described below. "Claim" is any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of this Agreement, any Website associated with Select Acceptance, and/or the activities or relationships that involve, lead to, or result from any of these. "Claim" also means (except for the last sentence of the **Class Action Waiver**) the validity or enforceability of all or any part of this Clause or the entire Agreement. A Claim may arise from a contract, an intentional or unintentional tort, a constitution, a statute, the common law, or from principles of equity. Claims include initial claims, counter-claims, cross-claims, and third-party claims. "Claim" is to be given the broadest possible interpretation.
- You may opt-out of this Clause for all purposes. To do so, send us a written notice addressed to Select Acceptance at P.O. Box 30745 Greenville, NC 27833.

  We must receive it within 30 days of the date of this Agreement. The notice must state that you reject arbitration. The notice must identify the Agreement it applies to by date. The notice must provide your name, address, and social security number. You must sign it. You may send notice any way you wish, but we must receive it at the specified address within the specified time. You may use no other method to opt out of this Clause. Any third party sending the notice for you must include evidence of his or her authority to do so.
- The arbitration administrator will be the American Arbitration Association, JAMS or any other arbitration organization agreed to by you and us or our Assignee. The administrator's rules and procedures will determine the conduct and location of the arbitration unless the rules conflict with this Clause or countervailing law. If the administrator's rules and policies and this Clause conflict, this Clause controls, subject to countervailing law, unless all parties to the arbitration consent to have the administrator's rules and policies apply.
- If we elect arbitration, we will pay the administrator's filing costs and administrative fees (except hearing fees). If you elect arbitration, filing costs and administrative fees (except hearing fees) will be paid in accordance with the rules of the administrator, or in accordance with law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. We will also pay any fees and costs that the arbitrator tells us we must pay in order to enforce this Clause and for the arbitration organization to conduct the arbitration. Each party will pay its own attorneys' fees, unless otherwise provided by law. Any statutory right you have to attorney's fees will apply in arbitration.
- Within 30 days of the arbitrator's final award, any party may appeal the award to a three-arbitrator panel. The panel will be chosen under the administrator's rules. Any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will consider de novo all aspects of the award that are appealed. De novo means that the panel will rule on the evidence and matters of law without giving deference to the arbitrator's findings. This Clause and the administrator's rules will govern the costs and conduct of any appeal in the same way as the initial arbitration proceeding. Any initial award not subject to appeal, and any panel award on appeal, are final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). A party may enter an award as a judgment in any court with jurisdiction.
- **CLASS ACTION WAIVER** We will not require you to arbitrate any individual Claim you may bring in a small claims or equivalent court, as long as the Claim is pending only in that court. NO ARBITRATION WILL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS.

  Unless all parties to the arbitration consent in writing, no party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction.

  Unless all parties to the arbitration consent in writing, an arbitration award will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration. The award will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone except a named party.

  No administrator or arbitrator may waive, modify, or fail to enforce this **Class Action Waiver**. Any attempt to do so, by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. A court, and not the administrator or arbitrator, will determine any challenge to the validity of this **Class Action Waiver**.
- This Clause is governed by and enforceable under the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages and other relief under applicable substantive law, subject to the limitations in this Clause. The arbitrator will not be bound by a court's rules of procedure and evidence. The arbitrator will take steps to reasonably protect confidential information.
- This Clause will survive the suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties. This Clause will survive the bankruptcy or insolvency of any party or other person. This Clause will survive any transfer of any retail installment sale(s), loan or Note or any other promissory note(s) you owe, or any amounts you owe on such retail installment sale(s), loan(s) or Note(s) to any other person or entity.

  If any part of this Clause other than the **Class Action Waiver** is deemed invalid or unenforceable, the rest remains valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in the **Class Action Waiver** are finally adjudicated under the last sentence of the **Class Action Waiver** to be unenforceable, then no arbitration will be had. Any invalidation will not authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Clause.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION UNDER THIS CLAUSE. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

YOU HAVE READ THIS CLAUSE CAREFULLY BEFORE SIGNING.

YOU UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

BY SIGNING, YOU WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

YOU UNDERSTAND THAT YOU MAY REJECT THIS CLAUSE AS DESCRIBED ABOVE.

CUSTOMER NAME	SIGNATURE	DATE
CUSTOMER NAME	SIGNATURE	DATE