

RETAIL INSTALLMENT CONTRACT

Tuition Installment Agreement ID: {\$OBFUSCATED_ID}
Name of Program/Course: {\$ProgramName}

NOTICE: THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY LIMIT CERTAIN OF YOUR LEGAL RIGHTS IF YOU HAVE A DISPUTE WITH US, INCLUDING LIMITATIONS RELATING TO YOUR RIGHT TO FILE A LAWSUIT AGAINST US, TO HAVE YOUR DISPUTE HEARD BY A JURY, AND A LIMITATION ON YOUR RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AGAINST US. YOU MAY OPT-OUT OF THIS ARBITRATION PROVISION AS DESCRIBED BELOW.

<u>Student Name</u> {\$ParticipantFullName}	<u>School Name</u> {\$LegalNameSchool}
<u>Student Address</u> {\$ParticipantAddressLine1} {\$ParticipantAddressLine2}	<u>School Address</u> {\$StreetNumberName} {\$CityStateZip}

PAYMENT SCHEDULE

<u>Payment #</u>	<u>Payment Due Date</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Payment Total</u>
Deposit	Prior to Course Start	{\$DepositTotal}	Not applicable	{\$DepositTotal}
{\$PMT1}	{\$PDD1}	{\$PAP1}	{\$PAI1}	{\$PA1}
{\$PMT2}	{\$PDD2}	{\$PAP2}	{\$PAI2}	{\$PA2}
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This Tuition Installment Agreement and Truth in Lending Disclosure ("TIL Disclosure") (together the "**Agreement**"), is by and between {\$LegalSchoolName} ("**Program**") and {ParticipantFullName} ("**Student**"). Program and Student are each collectively the "**Parties**"; and individually, each a "**Party**". Student may also be referred to as "**you**," and "**your**"; and Program may also be referred to as "**we**," "**our**," "**us**". This Agreement describes the terms and conditions agreed to by each party.

PROMISE TO PAY; USE OF FUNDS. In consideration for educational services provided by Program, including tuition and fees, as well as books, supplies, and related services when applicable, you promise to pay the Amount Financed plus any Finance Charge (if applicable), as set forth in the TIL Disclosure. You are not required to finance your educational services with this Agreement. You hereby certify that you intend to use the proceeds of this Agreement in order to obtain Services and to obtain gainful employment in a recognized profession.

TIMING AND AMOUNT OF PAYMENTS. You agree to make payments as set forth in the Payments Schedule on the TIL Disclosure, of principal and interest (if applicable) in an amount sufficient to pay off your amount financed and accrued interest (if applicable) by the end of the Agreement term as set forth in the TIL Disclosure. If you miss a payment, your next payment must include the originally scheduled payment and any previously missed payment.

You acknowledge and agree that the amounts of your installment payments as reflected in the Payments Schedule on the TIL Disclosure may have been rounded. Your final payment may be more or less than the regularly scheduled payment to adjust for rounding and/or due to calculation of daily interest charges in certain instances such as a payment due date change.

OBLIGATION AND ACKNOWLEDGEMENT OF STUDENT. You agree to make all scheduled payments. You acknowledge that under the terms of this Agreement, the educational services provided to you are provided as an ongoing and continuing service. You agree that your enrollment at the Program is contingent upon maintaining a current account and that, in addition to the above remedies for default, if you fail to make your scheduled payment, the Program may deny access to classes, program computers, final exams, or any other program service. In addition, the Program can discontinue a student's enrollment status, not issue grades, and deny requests for transcripts should a student not meet all of his/her financial and institutional obligations.

SCHEDULED PAYMENT. Your first payment is due as set forth in the Payments Schedule on the TIL Disclosure. Any partial prepayment will be applied against the outstanding balance, but it will not postpone the due date of any subsequent installments or change the amount of any such installments.

FINANCE CHARGES. If your TIL Disclosure indicates that you will be charged interest or finance charges, then finance charges will begin accruing on the day after the proceeds of your loan are credited to your tuition obligation and will accrue each day thereafter on the then-outstanding unpaid principal balance at the annual rate specified in your Final Disclosure divided by 365. Finance charges will be assessed at this rate even in a year that is a leap year with 366 days. Because your finance charges will be calculated on a daily basis, the amount of your finance charges may vary based on whether you make some payments earlier or later than scheduled.

PREPAYMENT. You may prepay your Agreement in any amount at any time. There is no penalty for early payment of all or any part of your Agreement.

MAKING YOUR AGREEMENT PAYMENTS. The Program has designated as its agent, Mia Share Inc. d/b/a Lumion and/or its affiliates ("**Administrator**") to manage the Agreement. Your Agreement payments and related servicing communications will be handled by the Administrator. In connection with administration of this Agreement, you consent to the use of your information or data to collect and analyze relating to the provision, use, and performance of this Agreement, related systems and technologies; and for use in other lawful business development and diagnostic purposes. Payments must be made through the Administrator's online web payment portal.

PAYMENT OPTIONS. You may make payments using any method that is presented to you by the Administrator in the online web payment portal.

PAYMENT REMINDERS. You may receive payment reminders and/or statements. You will take all necessary steps to ensure that you can receive and access emails and text messages related to this Agreement. If you do not receive a payment reminder or statement, your payment will still be due as set forth in the Payments Schedule on the TIL Disclosure.

COLLECTION FEES. If your account is in default and referred to a collection agency or an outside attorney to collect the outstanding debt, you will pay the costs of collection, including reasonable attorney fees to the extent permitted by state law.

OTHER FEES

Fee	Fee Amount	Description
Application Fee	\$0.00	We do not charge an application fee
Late Payment Fee	{ \$IBRIC_LATE_FEE_PERCENTAGE } of the missed installment payment	If you fail to make an installment payment, after ten (10) days, you will be charged a late fee of { \$IBRIC_LATE_FEE_PERCENTAGE } of the missed installment payment.
Credit Card Processing Fee	{ \$Creditcardprocessingfee }% of transaction value	If you choose to pay by credit card, processing fees of { \$Creditcardprocessingfee }% will be applied to the amount of the payment
Returned / Stopped Fee	{ \$ACH_RETURN_FEE } per occurrence	If ACH transfers fail due to insufficient funds or are rejected or returned for any other reason, you will be charged { \$ACH_RETURN_FEE } per occurrence.

NOTICE OF MATERIAL CHANGES. You agree to provide us within four Business Days of any change in your primary residence, phone number or email, or any other material change to information previously provided.

DISPUTES AND COMPLAINTS. All disputes or complaints relating to this Agreement and the servicing of this Agreement must be submitted to our servicer by emailing info@joinlumion.com, calling, or texting the support line at (307) 227-6250. Such disputes, include, but shall not be limited to, disputes relating to any of the following: the contents of this Agreement, all amounts due or claimed to be due, credit reporting (if any), or identity-theft claims (i.e., that your personal information was used to enter into this Agreement without your authorization). Disputes relating to the quality or cost of the educational services that you received from us should be submitted to us by following the Student Complaint procedures located at {SchoolWebsite}.

CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS. You agree that, to the greatest extent not prohibited by applicable law, Program and Administrator may contact you for any lawful reason, including for the collection of amounts owed. No such contact will be deemed unsolicited. You agree that Program and Administrator (and any other owner or servicer of your account) may contact you for any and all purposes arising out of or relating to your Agreement at any physical or electronic addresses or numbers (including wireless cellular telephone numbers, ported landline numbers, VOIP or other services) as provided in your Agreement application or that you may provide from time to time. You represent that you are permitted to receive communications at each of the telephone numbers you have provided.

Program and Administrator may use any means of communication, including, but not limited to, postal mail, electronic mail, telephone, text messaging, or other technology, to reach you. You agree that Program and Administrator may use automatic dialing and announcing devices which may play recorded messages. You may contact Administrator at any time to ask not to be contacted using any one or more methods or technologies.

Automatic Reminders. We may use automated telephone dialing, text messaging systems, and electronic mail to provide messages to you about payment due dates, missed payments, and other important information relating to this Agreement. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded in your voicemail. You give us your permission to call or send text messages to any telephone number you provide us now or in the future and to play pre-recorded messages or send text messages with information about this Agreement over the phone. You also give us permission to communicate such information to you via electronic mail. You agree that we will not be liable to you for any such calls or electronic communications, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or electronic communications, 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. You agree that this authorization constitutes a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by updating your preferences through your online servicing account or by contacting us at (307) 227-6250.

Telephone Recording. You understand and agree that we may monitor and/or record any of your phone conversations with us.

Non-conforming payments. We may accept any Non-conforming Payments, late payments, partial payments or payments with restrictive endorsements, without losing any of our rights, including our right to close your Account. We may deposit any payment you send us for less than the total outstanding balance of your Account that you mark "paid in full" or with any similar language or otherwise seek to provide as full satisfaction of a disputed amount. If we do, this payment will not fully satisfy the disputed amount or otherwise affect our rights to payment in full.

DEFAULT AND REMEDIES

- a. **Default.** Without prejudice to our other rights and remedies hereunder and subject to any applicable laws relating to events of default, notification of default, and/or any applicable right you may have to cure a default, we may declare you to be in default of your obligations under this Agreement upon the

occurrence of any one or more of the following events (each, an **"Event of Default"** under this Agreement): (i) your failure to make any payment in full and on time as such payment becomes due, and such failure is not cured within sixty (60) days of the date when due; or (ii) your failure to provide to us a Notice of a Material Change within ten days following its due date.

- b. **Remedies Upon Default.** Upon the occurrence of an Event of Default, you acknowledge and agree that we may elect to take any or all of the following steps: (1) We may declare that the entire balance outstanding under this Agreement shall be due and payable immediately; or (2) We may add to your principal balance due under this Agreement any or all unpaid amounts (including, but not limited to, any accrued finance charges, costs, or fees). This process is generally referred to as "Capitalization" of such amounts enforce all legal rights and remedies in the collection of such amounts that are due and all related fees. You further acknowledge and agree to indemnify, pay and reimburse all of our court costs, reasonable attorneys' fees, and other collection costs relating to such Event of Default (including our fees and costs due to your bankruptcy or insolvency, if applicable) to the extent permitted by applicable law. Upon the occurrence of an Event of Default we may assign our interest in and to this Agreement to a third-party, thereby vesting in such third-party all rights, powers and privileges of Program hereunder. Any delay in exercising any of these rights shall not constitute a waiver of such rights.

TRUTHFULNESS OF APPLICATION. You represent and warrant that: (a) all information provided in connection with your application is true and accurate and you have not provided any false, misleading or deceptive statements or omissions of fact; (b) you have never been convicted of a felony or of any crime involving dishonesty or breach of trust under any federal or state statute, rule or regulation; (c) you are not contemplating bankruptcy and you have not consulted with an attorney regarding bankruptcy in the past six months; (d) you are at least 18 years of age and the age of majority in your state of current residence; (e) you are a U.S. citizen or permanent resident of the United States; (g) you will timely and fully provide all information and documentation as required or requested under this Agreement, and such information shall be true, complete and accurate in all respects; and (i) you have filed all federal tax returns and reports as required by law, they are true and correct in all material respects, and you have paid all federal taxes and other assessments due.

ASSIGNMENT. Except as provided by applicable law, we may sell, assign, transfer or grant participations in this Agreement in whole or in part without your permission and without prior notice to you. Any assignee or assignees will take our and/or our Administrator's place under this Agreement. In that event, you must pay them and perform all of your obligations to them and not us and/or our Administrator. This Agreement is personal to Student so you may *not* assign any of your rights, benefits or obligations under this Agreement, except with our prior written consent, and any such attempted assignment without such consent shall be null and void.

NOTICES. Any notice, demand or request under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient when sent by email, delivered through Administrator's portal, or two (2) Business Days after being deposited in the U.S. mail as certified or registered mail with postage prepaid. All notices to Program shall be in writing signed by the Student and uploaded to the documentation center via your online customer portal.

RIGHT TO CANCEL. You have the right to cancel this Agreement until the date specified in the Final Disclosure.

SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then (i) such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

GOVERNING LAW. The validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto and thereto shall be governed, construed, and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

MILITARY LENDING ACT DISCLOSURE.

- a. Statement of the Military Annual Percentage Rate (MAPR). Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit, including installment loans. 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: (a) the costs associated with credit insurance premiums; (b) fees for ancillary products sold in connection with the credit transaction; (c) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (d) any participation fee charged (other than certain participation fees for a credit card account). If you would like more information about whether this section applies to you, please contact us at (307) 227-6250.
- b. Oral Disclosures. If you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act, before agreeing to this Note, to hear important disclosures about the MAPR, your payment obligations, or for more information about whether this section applies to you, please contact us at (307) 227-6250.

SERVICEMEMBERS CIVIL RELIEF ACT. Servicemembers on “active duty” or “active service,” or a dependent or spouse of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-596). State laws may provide for additional protections. If you are an active duty servicemember, or a dependent of one, please contact us at (307) 227-6250.

WAIVER DUE TO DEATH OR DISABILITY. We will waive your obligations under this Agreement, upon your death or if you become totally and permanently disabled. If applicable, you or your estate must provide us with any tuition refund that you may receive after we waive any amounts due as described in this provision. If you would like to assert a waiver based on total and permanent disability, you will need to submit an application in a form acceptable to us accompanied by a physician’s statement, or documentation of your disability from the U.S. Department of Veterans Affairs (VA) or Social Security Administration (SSA), and such other information or documentation that we may reasonably require, showing that you are unable to work in any occupation due to a condition that began or deteriorated after the Effective Date and that the disability is expected to be permanent. If we approve your disability waiver application, such waiver will only be effective as of the date of the completed and approved application. This waiver relates solely to amounts due under this Agreement, and does not waive any other past, present, or future obligations you may have to us, including, but not limited to, any other payment obligations you might have to us.

Please contact us if you experience a disability because certain states’ laws may provide you with additional rights even if your disability is not expected to be permanent.

NOTICE. You may assert against the holder of the promissory note you signed in order to finance the cost of the educational program all of the claims and defenses that you could assert against this institution, up to the amount you have already paid under the promissory note.

OBTAINING AND FURNISHING CREDIT REPORT INFORMATION. You authorize us to obtain your credit report, verify the information you provide to us, and gather additional information that may help us assess and understand your performance under this Agreement. You understand that we may verify your information and

obtain additional information about you using a number of sources, including but not limited to consumer reporting agencies, other third-party databases, past and present employers, other school registrars, public sources, and personal references provided by you. If you ask, you will be informed whether we obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You also understand and agree that we may obtain a credit report and gather additional information, including from the sources described above, in connection with the review of your account or the collection of any amounts owed under this Agreement. 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.

Arbitration Agreement.

1. Except as expressly provided in this Section, you and we agree that any past, present, or future claim, dispute, or controversy, regardless of the legal theory on which it is based, arising out of, relating to, or in connection with this Agreement, or that arises from or is related to any relationship resulting from this Agreement (a "Claim"), may be submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA"), before the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules"), in effect at the time the arbitration is brought, unless We and you agree in writing to arbitrate before a different party. If the AAA is unable to serve as administrator—and We and you cannot agree on a replacement—a court with jurisdiction will select the administrator or arbitrator. The AAA Rules are available online at <http://www.adr.org> or you can contact the AAA at 800-778-7879. If a Claim is arbitrated, it will be resolved by a neutral third-party arbitrator, and not by a judge or a jury, and you and we knowingly and voluntarily waive the right to a jury trial on such Claim.
2. The party bringing the Claim may elect arbitration of the Claim by initiating an arbitration in accordance with the Administrator's rules. The other party may elect arbitration by giving written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Agreement and the applicable rules of the administrator then in effect. It will be up to the party bringing the Claim to commence the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, we or you may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least 10 years of experience or a retired judge, unless you and we agree otherwise.
3. As used in this Arbitration Agreement, "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including any claim for injunctive or declaratory relief). For purposes of this Arbitration Agreement the term "we" or "us" includes (a) us (b) any successor, successor-in-interest, transferee, assignee, affiliated fund, agent, designee, servicer, or any service provider acting on our behalf in connection with this Agreement; (c) any affiliates, subsidiaries, and/or parent of the persons and entities referenced in (a) or (b); (d) the officers, directors, employees, stockholders, members, affiliates, subsidiaries, and parents of all of the foregoing in (a) through (c); and (e) any party named as a co-defendant with us in a Claim asserted by you.
4. Notwithstanding the above, if a Claim that you or we wish to assert against the other is cognizable in a small claims court (or your state's equivalent court) having jurisdiction over the Claim and the parties, you or we may pursue such Claim in that small claims court; however, if the Claim is transferred, removed, or appealed to a different court, it may be resolved by arbitration as described herein. Nothing in that small claims court lawsuit shall constitute a waiver of any party's rights under this Arbitration Agreement with respect to Claims asserted in any related or unrelated lawsuits.

5. Any dispute concerning the validity or enforceability of this Arbitration Agreement or any part thereof (including, without limitation, the class action waiver below) must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA's or arbitrator's filing, administrative, hearing, and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts, and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation, and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory, and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive, and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.
6. This Arbitration Agreement shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Agreement and the administrator's rules or other provisions of this Agreement, this Arbitration Agreement will govern.
7. Nothing in this Agreement precludes you from filing a complaint, or a charge with any governmental agency, or from participating in an administrative investigation of a charge before any appropriate government agency.
8. CLASS ACTION WAIVER: NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.
9. Unless both you and we agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other persons. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator shall have no authority to issue any relief that applies to any person or entity except you or us individually.
10. If any portion of this Arbitration Agreement cannot be enforced, the rest of the Arbitration Agreement will continue to apply, except that (a) if a determination is made in a proceeding involving us and you that the class action waiver is invalid or unenforceable with respect to a claim that does not seek public injunctive relief, only this sentence of this Arbitration Agreement will remain in force and the remainder of this Arbitration Agreement shall be null and void, provided that the determination concerning the class action waiver shall be subject to appeal, and (b) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver 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 will 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 public injunctive relief be arbitrated.

11. This Arbitration Agreement does not apply if you are a member of the Armed Forces or a dependent of a member covered by the federal Military Lending Act as described in this Note. If you would like more information about whether you are covered by the Military Lending Act please contact us at (307) 227-6250.
12. Right To Opt-Out: You may opt-out of this Arbitration Agreement by mailing a signed rejection notice to {\$StreetNumberName} {\$CityStateZip} within 30 calendar days after the date of this Agreement. Any rejection notice must include your name, address, email address, telephone number, and account or contract number. If you reject this Arbitration Agreement, no other provision of the Agreement will be affected.
13. Waiver of Jury Trial. YOU ACKNOWLEDGE AND AGREE THAT, INASMUCH AS THE PURPOSE OF THIS ARBITRATION AGREEMENT IS TO REQUIRE THAT ALL CLAIMS MAY BE RESOLVED BY BINDING ARBITRATION, EXCEPT TO THE EXTENT THAT THIS WAIVER IS PROHIBITED BY ANY APPLICABLE LAW, NO PARTY TO THIS RETAIL INSTALLMENT CONTRACT SHALL BE ENTITLED TO A TRIAL BY JURY IF SUCH ARBITRATION AGREEMENT IS IN EFFECT. MOREOVER, TO THE EXTENT YOU TIMELY AND ADEQUATELY REJECT THIS ARBITRATION AGREEMENT, OR IF FOR ANY OTHER REASON A CLAIM IS NOT ARBITRATED, WE AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, EXCEPT TO THE EXTENT THAT THIS WAIVER IS PROHIBITED BY APPLICABLE LAW.

EXECUTION; ELECTRONIC SIGNATURE. Execution may be completed in counterparts, which together constitute a single agreement. ***The dated electronic record(s) of acceptance will evidence the signature of Student to this Agreement and will have the same legal effect as a physical signature as of the date of such acceptance.*** Any copy of this Agreement (including a copy printed from an electronic image) shall have the same legal effect as an original.

ENTIRE AGREEMENT. You agree that this Agreement is our entire agreement and no oral changes can be made.

By signing below, you acknowledge that you have read this entire Agreement carefully and agree to its terms.

Notice to the Buyer

- a. Do not sign this contract before you read it or if it contains any blank spaces.
- b. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

THE BUYER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS RETAIL INSTALLMENT CONTRACT

IN WITNESS WHEREOF, the Parties have entered into this Tuition Installment Agreement as of the Effective Date.

STUDENT

Signature:

Date:

Printed Name: {\$ParticipantFullName}

PROGRAM

Signature:

Date:

Name:

Title:

{\$LegalNameSchool}

CALIFORNIA RESIDENTS: NOTICE: YOU MAY ASSERT AGAINST THE HOLDER OF THIS CONSUMER CREDIT CONTRACT YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE CONSUMER CREDIT CONTRACT.

CALIFORNIA MARRIED APPLICANTS: The applicant, if married, may apply for a separate account.

CALIFORNIA AND PENNSYLVANIA RESIDENTS: We may collect the actual and reasonable costs of collection if you fail to communicate with us for 45 days after a payment default.

FLORIDA RESIDENTS: Any Florida documentary stamp tax applicable, pursuant to Chapter 201, Florida Statutes, to this contract, will be reported and remitted by the Lender or one of its affiliates.

HAWAII RESIDENTS: Do not sign this contract before you read it. When you sign this contract, you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This contract is covered by Hawaii's credit sale law and you have the rights of a buyer under that law. You also may have rights under the other state and federal laws.

IOWA, MISSOURI, NEBRASKA, TEXAS, AND UTAH RESIDENTS: ORAL OR UNEXECUTED LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU AND US AND ANY HOLDER OF THIS CONTRACT FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

MARYLAND RESIDENTS: If you attend a private career school or an institution of postsecondary education (as defined in Md. Educ. Code § 11-211) that operates in Maryland or enrolls at least 25 Maryland students in a fully online distance education program and has total tuition revenue from Maryland students greater than \$100,000 in the immediately preceding academic year, in the event of a disorderly closure, the institutional debt is void and may not be recovered, collected, or enforced.

MASSACHUSETTS RESIDENTS: Massachusetts law prohibits discrimination based upon, among other things, marital status, individual's sex, gender identity, age or sexual orientation.

NEW JERSEY RESIDENTS: (1) You agree to pay our reasonable attorney's fees, up to 20% of the first \$500.00 and 10% on any excess of the amount due and payable paid in the collection of this Contract to an attorney who is not our employee. (2) No provision of this Contract is void, unenforceable or inapplicable by virtue of language to the effect that such provision only applies to the extent permitted (or not prohibited) by applicable law. (3) The section headings of the Contract are a table of contents and not contract terms.

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

PENNSYLVANIA RESIDENTS: We may collect from you late fees, costs of collection, costs from non affiliated entities, and charges for deferment and extension as allowed by Pennsylvania law.

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

WISCONSIN RESIDENTS: EXPLANATION OF PERSONAL OBLIGATION FOR PRIVATE EDUCATION RETAIL INSTALLMENT SALE AGREEMENT WITH BUYER: {\$ParticipantFullName}

- (a) You have agreed to pay the “Total of Payments” under a consumer credit transaction between the Buyer and School made on the date, and for in the amount shown, in the Final Disclosure Statement, for purposes of financing educational goods and services.**
- (b) You will be liable and fully responsible for payment of the above amount, even though you may not be entitled to any of the goods or services furnished thereunder.**
- (c) You may be sued in court for the payment of the amount due under this consumer credit transaction, even though the customer named above may be working or have funds to pay the amount due.**
- (d) This explanation is not the agreement under which you are obligated, and the guaranty or agreement you have executed must be consulted for the exact terms of your obligations.**
- (e) You are entitled now, or at any time, to one free copy of any document you sign evidencing this transaction.**
- (f) The undersigned acknowledges receipt of an exact copy of this notice.**

MARRIED WISCONSIN RESIDENTS: If I am a married Wisconsin resident: (1) My signature confirms that this obligation is being incurred in the interest of my marriage or family. (2) No provision of any marital property agreement (premarital agreement), unilateral statement under Section 766.59, Wisconsin Statutes, or court decree under Section 766.70, Wisconsin Statutes, adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. If the loan for which I am applying is granted, my spouse will also receive notification that credit has been extended to me and has waived the requirements of §766.56(3)(b) of the Wisconsin Statutes, as acknowledged by his or her signature on the Notice to Married Wisconsin Residents that I receive with this Agreement.

NOTICE TO MARRIED WISCONSIN RESIDENTS

Spouses of married Wisconsin residents must read the Retail Installment Contract and then sign below to acknowledge having actual knowledge of the credit being extended under this Retail Installment Contract and having waived the notice requirements of Wisconsin Statute Section 766.56(3)(b).

___ Borrower Married

___ Cosigner Married

(Name of Wisconsin Borrower)

(Social Security Number of Wisconsin Borrower)

(Printed Name of Wisconsin Borrower's Spouse)

(Signature of Wisconsin Borrower's Spouse)

(Name of Wisconsin Cosigner)

(Social Security Number of Wisconsin Cosigner)

(Printed Name of Wisconsin Cosigner's Spouse)

(Signature of Wisconsin Cosigner's Spouse)

Education Loan

(Name of Loan Program)

(Name of Lender)

SIGNATURE PAGE

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. (3) YOU CAN PREPAY THE FULL AMOUNT DUE UNDER THIS AGREEMENT AT ANY TIME. (4) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST.

By signing below, you certify that, to the best of your knowledge, the information provided in this contract is accurate and complete and understand that the Seller will rely on this information to make its credit decision. By signing below, you understand and agree that: (1) you are applying to the School, at the campus indicated above, for a Retail Installment Contract (the "Contract") that finances the purchase of certain goods and services from the School for qualified higher educational expenses; (2) the Contract will be governed by and subject to applicable federal law and the law of the state where the School campus is located; and (3) the Seller or its designee may verify information about you contained in this contract and your credit history through credit reporting agencies and any person, business entity or governmental agency that can provide such information. You understand and agree that the Seller may request consumer credit reports about you to evaluate this contract, for servicing and collection purposes, and for other legitimate purposes associated with your Contract. Upon your request, the Seller will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report.

RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION

By signing below, you certify that you have read and understand the disclosures made here and you agree to the terms of this contract, including the Arbitration Agreement.

The undersigned hereby agrees and accepts the terms and conditions of this Contract, including the Arbitration Agreement. The undersigned further acknowledges that the Federal Notice to Cosigner, State Notices to Cosigner (if applicable) and a completely filled in and exact copy of all pages of this Contract have been received and consents to be bound thereby.

Buyer

School Representative

Buyer's Signature

School Representative's Signature

Date

Date

Cosigner: _____

Cosigner Signature: _____

Date: _____

I hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.

Illinois Cosigner Disclosure:

Cosigner: _____

Cosigner Signature: _____

Date: _____

You _____ (Cosigner) by signing the retail installment contract and this document are agreeing that you will pay {SIBRIC_TOTAL_WITH_INTEREST} (total deferred payment price) for the purchase of educational goods and services purchased by {ParticipantFullName} (name of buyer) from {LegalNameSchool} (school name).

Your obligation arises only after the seller or holder has attempted through the use of the court system to collect this amount from the buyer. If the seller cannot collect this amount from the buyer, you will be obligated to pay even though you are not entitled to any of the goods or services furnished. The seller is entitled to sue you in court for the payment of the amount due.

MARRIED ARIZONA COSIGNERS : You agree that the obligation will be incurred in the interest of your marriage or family and that if the application is approved, you will promptly notify your spouse and cause your spouse to consent to your and your spouse's marital property being bound by in accordance with Ariz. Rev. Stat. § 25-214 or other applicable law.

COLORADO COSIGNERS: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the Contract that makes you liable for the debt.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY:

Name of Debtor: {ParticipantFullName}

Name of Creditor: {LegalNameSchool}

Date:

Kind of Debt: Private education loan.

Total of Payments: {SIBRIC_TOTAL_WITH_INTEREST}

GEORGIA COSIGNERS: By signing this Contract as a Cosigner, a Cosigner waives any right to require the Lender to commence an action against the borrower as provided in Ga. Code § 10-7-24

IOWA AND SOUTH CAROLINA RESIDENTS

**NOTICE TO COSIGNER OF SOUTH CAROLINA OR IOWA PRIVATE EDUCATION
RETAIL INSTALLMENT SALE AGREEMENT BETWEEN SCHOOL: {\$LegalNameSchool}
(School Name) AND BUYER: {\$ParticipantFullName} (Buyer's Name)**

**AMOUNT OF DEBT: The "Total Loan Amount" shown in the Final Disclosure Statement
accompanying the Agreement.**

You agree to pay the debt identified above although you may not personally receive any property, services, or money.

You may be sued for payment although the Buyer who receives the property, services, or money is able to pay.

This notice is not the contract that obligates you to pay the debt. Read the Private Education Retail Installment Sale Agreement and the Final Disclosure Statement for the exact terms of your obligation. You acknowledge receiving a copy of this notice.

Cosigner: _____

Cosigner Signature: _____

Date: _____

MAINE COSIGNERS: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the Contract that makes you liable for the debt.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY:

Name of Debtor: {\$ParticipantFullName}

Name of Creditor: {\$LegalNameSchool}

Date:

Kind of Debt: Private education loan.

Total of Payments: {\$IBRIC_TOTAL_WITH_INTEREST}

NEW YORK RESIDENTS

NOTICE TO COSIGNER OF NEW YORK PRIVATE EDUCATION RETAIL INSTALLMENT SALE AGREEMENT BETWEEN SCHOOL WITH BUYER: {\$ParticipantFullName} (Buyer's Name)

RETAIL INSTALLMENT ACCOUNT #: {\$OBFUSCATED_ID}

AMOUNT OF DEBT: The "Total Loan Amount" shown in the Final Disclosure Statement accompanying the Agreement.

You agree to pay the debt identified above although you may not personally receive any property, services, or money. You may be sued for payment although the Buyer is able to pay.

You should know that the Total of Payments shown in the Final Disclosure Statement does not include finance charges resulting from delinquency, late charges, court costs or attorney's fees, or other charges that may be stated in the contract. You will also have to pay some or all of these costs and charges if the contract, payment of which you are guaranteeing, requires the Buyer to pay such costs and charges.

If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract or other writing that obligates you to pay the debt. Read that writing for the exact terms of your obligation.

NORTH CAROLINA COSIGNERS: By signing this Contract as a Cosigner, I waive any right to require the Lender to proceed in accordance with the provisions of North Carolina General Statutes §§ 26-7 - 26-9 and acknowledge that the Lender may proceed against me without first proceeding against the borrower or against any collateral for the loan.

VERMONT COSIGNERS - NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS CONTRACT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS CONTRACT. IF THE BUYER DOES NOT PAY, THE SELLER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

WEST VIRGINIA COSIGNERS: NOTICE TO COSIGNER:

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the Contract that makes you liable for the debt.

NOTICE TO CALIFORNIA COSIGNER

English:

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

Spanish:

AVISO AL COFIRMANTE

Le han pedido ser garante de esta deuda. Piénselo bien antes de aceptar. Si el prestatario no paga la deuda, usted tendrá que hacerlo. Asegúrese de que va a poder pagar en caso de que tenga que hacerlo y de que quiere aceptar esta responsabilidad.

Es posible que tenga que pagar el monto total de la deuda si el prestatario no paga. También es posible que tenga que pagar multas por atraso o gastos de cobranza, lo cual aumenta dicho monto.

El acreedor puede cobrarle esta deuda a usted sin antes tratar de cobrársela al prestatario. El acreedor puede utilizar los mismos métodos de cobranza contra usted que aquellos que puede utilizar contra el prestatario, es decir que puede demandarlo, embargar sus ingresos, etc. Si alguna vez hay un incumplimiento en el pago de esta deuda, este hecho puede formar parte de su expediente de crédito.

Este aviso no es el contrato que lo vuelve responsable de la deuda.

Chinese:

聯署人須知

您被要求為此筆債務提供擔保。擔保之前，請務必考慮清楚。倘若借款人不償還債務，則必須由您償還。

請務必確保您有能力在必要時支付該筆費用，且您願意承擔該責任。若借款人不償還債務，您可能不得不償還全部債務。您還可能需要支付滯納金或催收費，以致金額有所增加。

債權人無需先行嘗試向借款人催收，即可向您催收此筆債務。債權人可向您行使適用於借款人的催收方法，例如起訴您、扣發您的工資等等。若此筆債務出現違約，該違約情況可能會記入您的信用記錄。

本通知不構成您為債務承擔責任之合約。

Tagalog:

PAUNAWA SA COSIGNER (KASAMANG LUMAGDA)

Hinihiling sa iyong garantiyahan ang utang na ito. Pag-isipang mabuti bago mo ito gawin. Kung hindi nagbayad ng utang ang humiram, kakailanganin mong bayaran ito. Siguraduhing kaya mong magbayad kung kailangan mong gawin nito, at na gusto mong akuin ang responsibilidad.

Maaaring kailanganin mong bayaran ang hanggang sa buong halaga ng utang kung hindi nagbayad ang humiram. Maaaring kailanganin mo rin bayaran ang mga singil sa nahuling pagbabayad o ang mga gastos sa koleksyon, na magtataas sa halagang ito.

Maaaring kolektahin ng creditor (nagpapautang) ang utang na ito mula sa iyo nang hindi muna sinusubukang mangolekta mula sa humiram. Maaaring gamitin ng creditor ang mga parehong paraan ng pagkolekta laban sa iyo na maaaring gamitin laban sa humiram, tulad ng pagsasampa ng kaso laban sa iyo, pagbawas mula sa mga suweldo mo, atbp. Kung sakaling hindi mabayaran ang utang na ito, ang bagay na iyon ay maaaring maging bahagi ng iyong rekord ng kredito.

Hindi kontrata ang paunawang ito na magpapanagot sa iyo sa pagkakautang.

Vietnamese:

THÔNG BÁO CHO NGƯỜI ĐỒNG KÝ TÊN

Quý vị đang được yêu cầu bảo lãnh khoản nợ này. Hãy suy xét kỹ lưỡng trước khi thực hiện. Nếu bên vay không trả nợ, quý vị sẽ phải đứng ra trả nợ. Hãy đảm bảo quý vị có đủ khả năng thanh toán nếu phải trả nợ và quý vị muốn chấp nhận trách nhiệm này.

Quý vị có thể phải trả tối đa toàn bộ số nợ nếu bên vay không trả. Quý vị cũng có thể phải trả phí trả chậm hoặc chi phí thu nợ, khiến cho số tiền phải trả sẽ tăng cao hơn.

Chủ nợ có thể thu khoản nợ này từ quý vị mà trước hết không cần cố gắng thu từ bên vay.

Chủ nợ có thể sử dụng các phương pháp thu nợ đối với quý vị tương tự như những phương pháp có thể được sử dụng đối với bên vay, chẳng hạn như kiện quý vị, sai áp lương của quý vị, v.v. Nếu khoản nợ này từng bị sai hẹn thanh toán, thì việc sai hẹn đó có thể được phản ánh vào hồ sơ tín dụng của quý vị.

Thông báo này không phải là hợp đồng, không quy kết trách nhiệm của quý vị đối với khoản nợ.

Korean:

연대보증인을 위한 고지문

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