

## Terms and Conditions

Effective Date: 16 May 2025

Aqua Finance, Inc. and its affiliates and subsidiaries (referred to as “AFI,” “us,” or “we”) welcomes you, or any person acting on your behalf (collectively, “you” or “Licensee”) to our website, consumer portal, mobile application, or other online service (collectively referred to as the “Site”) where these Terms and Conditions (the “Terms”) are posted. The Terms govern your access to, viewing, or and use of the Site, including any application software, data, user documentation, information, and other products and services made available by AFI through the Site.

By registering for an account, you represent and warrant to AFI that you have full power and authority to agree to these Terms, and you are agreeing to be legally bound to these Terms. If you do not agree to these Terms, please leave our Site. **YOU MAY NOT CREATE AN ACCOUNT, OR ACCESS, VIEW, OR USE ANY MATERIAL, INFORMATION, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THIS SITE UNLESS YOU FIRST AGREE AND ARE LEGALLY BOUND BY THESE TERMS.**

Subject to these Terms, AFI will make the Site available to you solely for use by you in accordance with these Terms.

**THESE TERMS INCLUDE AN ARBITRATION PROVISION. UNLESS YOU PROPERLY REJECT THE ARBITRATION PROVISION OR THE ARBITRATION PROVISION DOES NOT APPLY BECAUSE YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.**

1. **License.** Subject to the provisions of these Terms and any other agreements to which you may enter into with AFI, including but not limited to our [Privacy Policy](#), AFI hereby grants you a limited, terminable, revocable, royalty-free, non-exclusive, nontransferable, nonsublicenseable license for your personal access and use of the Site. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the computer hardware, systems software, telecommunications applications and providers, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Without limiting any other provisions of these Terms, any software or applications, including the Site, made available to you is the copyrighted work of AFI and/or third parties. Licensee will not permit the Site to be used by or for the benefit of anyone other than Licensee. Any transfer, sharing, or assignment of your registration to any person or entity, who is not acting on your behalf, is strictly prohibited. See below for additional prohibitions regarding your use of the Site.

2. **Access.** In order to access the Site, you may be asked to register and create an account. As part of the registration process, you may be asked to click to agree to these Terms, and may then be asked to select or submit a user name and password. You may also be required to provide AFI with certain information about yourself, including some types of personally identifiable information. You represent that the personal information you provide to AFI via the Site is true, valid, complete, and up-to-date in all respects. Should any of the information you provide on the Site change, please login to your account and update such information directly on the Site or call AFI at 1-800-234-3663. Any personal information that you provide to AFI via the Site is subject to AFI's [Privacy Policy](#). It is solely your responsibility to secure your login information and to protect against the unauthorized dissemination of any and all passwords, identifying codes, and similar information provided by AFI to you for accessing the Site. You shall be responsible for, and AFI shall have no liability for, any unauthorized access to the Site as a result of your failure to comply with this section. The Site may provide an SSL certificate or other equivalent security certificate to enable secure and encrypted communications between you and the Site. You hereby acknowledge that all such security certificates are provided by third party certificate authorities. AFI shall not be responsible for any errors or omissions of third parties or defects in connection with security certificates.
3. **Materials Submitted to the Site.** As part of your use of the Site, you may submit or provide data, content, or information (collectively, "**User Content**") to the Site. You retain all right, title, and interest in and to the User Content submitted by you and all intellectual property rights embodied therein. You hereby represent that you have the full legal right to provide the User Content and that use of the User Content will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing; (d) contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information, or that facilitate or enable such or that are intended to do any of the foregoing; (e) constitute misappropriation of any trade secret or know-how; or (f) constitute disclosure of any confidential information owned by any third party.
4. **Proprietary Rights.** AFI shall own all right, title, and interest in and to the Site, algorithms, tools, data, software, specifications, documentation, reports, and other work product developed or used by AFI in connection with the Site, including all intellectual property rights therein and modifications, improvements, and derivatives thereof (collectively, "**AFI Materials**"). Except as specifically provided in these Terms, neither party shall have any right or license by virtue of these Terms to use or exploit any intellectual property rights of the other party. The AFI Materials, including the Site, are protected pursuant to United States copyright, trademark, patent, and other applicable laws. As between any user and AFI, all names, trademarks, service marks, symbols, slogans, or logos appearing on the AFI Materials are proprietary to AFI or its affiliates, or their licensors. Under no circumstances will you have any rights of any kind in or to the

AFI Materials, other than the right to use the AFI Materials in accordance with these Terms.

5. **Credit and Payment Transactions.** The Terms in this Section 5 apply to any use of the Site that relates to any aspect of any extension of credit you obtain from or through us as well as all aspects of any future credit transaction with us or an affiliate of ours (each a “**Credit Transaction**”).
  - a. **Payments and Payment Methods:** We may in our sole discretion permit you to use the Site to make and manage payments related to one or more Credit Transactions (“**Payments**”), and we may provide you with the ability to add and store a payment method, such as a debit card or U.S. bank account, to make Payments (each a “**Payment Method**”). You are responsible for keeping each Payment Method you provide to us current, and you authorize us to update your Payment Method using information and third-party sources available to us without any action on your part. If you do not want us to update information about any Payment Method, you may remove such Payment Method from the Site. We may require you to update or confirm your Payment Method, and we are not responsible or liable for any losses, including but not limited to fees or other charges imposed on you by us or by third parties in connection with a Credit Transaction, resulting from your failure to update or confirm a Payment Method. You represent that you are authorized to use any Payment Method you provide to us using the Site.
  - b. **Recurring Payments.** If you have authorized us or an affiliate of ours to charge a Payment Method on a recurring basis pursuant to a payment authorization (“**Recurring Electronic Payment Authorization**”), you may revoke such Recurring Electronic Payment Authorization using the Site or any other method we make available to you, including by calling us at 1-800-234-3663.
  - c. **Transaction Statements.** We may provide statements, payoff quotes, and other information related to one or more Credit Transactions (each a “**Transaction Statement**”) using the Site. You agree that Transaction Statements may be sent to you unencrypted, and they may contain your name and other information related to you and/or a Credit Transaction. You further agree that you may not modify, change, or alter the content of any Transaction Statement we provide to you using the Site or by any other means. You understand that, due to normal processing times, unanticipated delays, or other circumstances outside our control, a Transaction Statement may not reflect the most up-to-date information regarding a Credit Transaction and/or Payments. Unless we notify you otherwise and except as set forth in these Terms, a Transaction Statement is accurate as of the time specified on such Transaction Statement.
6. **Availability; Support Services.** AFI uses reasonable efforts to ensure that the Site is generally available 95% of the time, excluding scheduled maintenance time. AFI may provide notice of scheduled maintenance. However, there may be occasions when access to the Site will be interrupted or unavailable. AFI will use reasonable commercial efforts to minimize such disruption where it is within our reasonable control. You agree that AFI shall not be liable to you for any modification, suspension, interruption, or discontinuance of the Site, including with respect to making Payments or otherwise in connection with Credit Transactions.

7. **Suspension or Termination.** AFI may terminate your access to the Site at any time if you violate any of these Terms. AFI may also suspend or terminate your right to access and use the Site immediately, with or without notice to you, if: (i) you seek to hack or break any security mechanism on any of the Site or AFI otherwise determines that your use of the Site poses a security or service risk to AFI, to any other user of AFI's Site, or may subject AFI to any third party for liability, damages, or danger; (ii) you use the Site in a way that disrupts or threatens the Site; (iii) AFI receives notice or otherwise determines, in its sole discretion, that you may be using the Site for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; or (iv) AFI determines, in its sole discretion, that its provision of any of the Site to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason. Upon any such termination, all rights granted herein will revert to AFI and all licenses will terminate, and Licensee will make no further use of the Site.
8. **Unauthorized Activities.** You shall not (a) sell, rent, display, sublicense, summarize, or otherwise provide any AFI Materials to any other person or entity; (b) refer to, reproduce, distribute, make available, or use any item of the AFI Materials as part of any effort to develop any service or product having any characteristics, attributes, expressions, or quality similar to the services or products provided by the AFI herein or to compete with the AFI; (c) reverse engineer, copy, modify, create derivative works, alter, maintain, enhance, remove, or replace data or otherwise modify the Site or other AFI Materials; (d) make any unauthorized use or disclosure of any AFI Materials; (e) remove any copyright, trademark, or other proprietary notices; (f) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site or unduly burdening or hindering the operation and/or functionality of any aspect of the Site; or (vi) attempt to gain unauthorized access to or impair any aspect of the Site or related systems or networks. You acknowledge and agree that the unauthorized use of the AFI Materials could cause irreparable harm to AFI and that in the event of such unauthorized use, AFI shall be entitled to an injunction in addition to any other remedies available at law or in equity. AFI reserves the right to audit and electronically monitor your use of the Site, and to deploy various methods to prevent abuse of the Site, including any of the unauthorized activities discussed above.
9. **Third Party Websites, Services, and Content.** Parties other than AFI may provide products, services, data, or content on the Site. Additionally, the Site may contain links to other Internet websites, including social media platforms, for the convenience of users in locating information, products, or services that may be of interest. Use of the Site, and any other material or content on and made available through the Site is entirely at your own risk. AFI does not recommend and expressly disclaims any responsibility for the content, the privacy practices and policies, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is at your own risk, and subject to the terms and conditions of such other websites. AFI does not endorse any product, service, or treatment provided on a third-party website or advertised or provided on the Site.
10. **Accuracy.** The AFI Materials, including the Site and the information and data provided in connection with the Site, are for informational purposes only. AFI, its subsidiaries, and

affiliates are not responsible for and do not guarantee the accuracy or completeness of any data, information, services, products, or other items contained within or provided by the Site, which relies in part on the accuracy and completeness of the materials and information AFI receives from you and third parties. You must review and verify the accuracy of any and all materials and information provided to AFI, either by you or a third party, in connection with the Site. AFI shall not be responsible for any inaccuracies or errors in the Site or other AFI Materials, including any technical problems, human error, or typographical errors. Your eligibility for particular products and services described on the Site is subject to our final determination, restrictions, and acceptance. By offering information, products, or services via the Site, no solicitation is made by us to any person to use such information, products, or services in jurisdictions where the provision of such information, products, or services is prohibited by law.

11. **LIMITED LIABILITY.** AFI shall not be liable for or in breach of any provision of these Terms directly or indirectly resulting from any inaccuracies contained in any of the data or information provided to AFI by you and/or by third parties. We are not responsible for any errors or negligent use of the Site, including, without limitation, input errors, negligent handling or sharing of passwords, or leaving a computer unattended while accessing the Site. In the event of a system failure or interruption, your data may be lost or destroyed. Any Payments that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Site to ensure the accuracy and completeness of such transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction so affected. AFI does not warrant that the Site will operate without interruption or be error free.
12. **Changes to Site and to Terms.** AFI reserves the right at any time to modify, alter, or update the Site and the AFI Materials. You understand that AFI may make changes to these Terms from time to time. Your continued use of the Site following the posting of changes to these Terms will be considered your consent to those changes. When these changes are made, AFI will make a new copy of the Terms available on the Site and may notify you that the Terms have been updated as required by law, which may include notification the next time that you log into the Site following the date when such changes are made.
13. **Transfer; Assignment.** You may not transfer or assign any of your rights or obligations hereunder to any other party in any manner (by assignment, operation of law, or otherwise) unless you have obtained written consent from AFI. If you attempt to transfer or assign any of your rights or obligations hereunder without AFI's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of these Terms).
14. **Governing Law; Jurisdiction.** Except as provided in Section 23 and any other agreements between us and you relating to a Credit Transaction, these Terms and other transactions between the parties are governed and construed according to the internal laws of the State of Wisconsin, without reference to its conflict of law rules; PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION

TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW.

15. **Force Majeure.** Notwithstanding anything to the contrary in these Terms, except for your obligation to pay amounts due hereunder, neither party will be deemed to be in default of any provision of these Terms for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, epidemic, act of any other person not under the control or direction of such party, or other similar cause. The party subject to any of the foregoing events shall give the other party reasonable written notification of any resulting material or indefinite delay.
16. **Beneficiaries.** These Terms are for the exclusive benefit of AFI, its partners and service providers, and you.
17. **International Users.** The Site is owned, managed, and controlled from within the United States. Without limiting anything else, AFI makes no representation that the AFI Materials, including the Site, services, products, information, or other materials available on, in, or through the Site, are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. If you choose to access the Site from other locations, you do so on your own volition and are responsible for compliance with applicable laws. We reserve the right to restrict your access to the Site during times you are outside of the United States.
18. **Waiver.** The waiver or failure of AFI to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms.
19. **Severability.** If a provision, or part thereof, of these Terms or the application thereof to any circumstance are found to be invalid or unenforceable to any extent, the remaining provisions shall continue in full force and effect.
20. **Headings.** Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms.
21. **Consent to Electronic Communications and Receipt of Electronic Disclosures (“Consent”)**
  - a. **Consent and Scope.** You consent to do business with AFI electronically, including via email and using the Site. Your consent **applies to all aspects of your relationship with us and any Credit Transaction you obtain from or through us as well as all aspects of any future Credit Transaction with us or an affiliate of ours. This Consent supersedes any prior consent to electronic communications you may have previously provided.**
  - b. **Disclosures.** You agree that we may provide you with any and all disclosures required by federal or state law in electronic form (“Disclosures”). These disclosures may include but are not limited to those required by: (1) the federal Equal Credit Opportunity Act and Regulation B; (2) the federal Fair Credit Reporting Act and Regulation V; (3) the federal Truth in Lending Act and Regulation Z; (4) the federal Electronic Funds Transfer Act and Regulation E; (5)

the federal Gramm-Leach-Bliley Act and Regulation P; (6) the federal Telephone Consumer Protection Act; and (7) any other applicable federal, state, or local law or regulation. You agree that we may provide Disclosures to you electronically by posting them to the Site. We may send you an email notice about such posting, but you understand that you may access the Disclosures even if such email is not delivered to you. You agree that we may send emails to you at the email address you give to us (or any updated email address that you provide) in order to advise you of upcoming or missed payments, deliver Disclosures to you (if we choose), provide additional information about any Credit Transaction agreement or application of yours, or other ancillary agreements between us and you.

- c. **Impact of Not Consenting/Withdrawing Consent.** If you do not agree to this Consent or you withdraw this Consent before entering into a Credit Transaction, you may not be able to enter into a new Credit Transaction or manage an existing Credit Transaction. If you first sign this Consent, receive Disclosures, and then withdraw this Consent, the Disclosures and any associated agreements will remain in effect. However, any Disclosures we provide after you withdraw this Consent will be provided to you in paper form.
- d. **Electronic Agreements and Updates.** Any communication that you accept or agree to receive electronically, or any account update you submit to us electronically will be enforceable without your signature on a paper form.
- e. **Option for Paper or Non-Electronic Records; Withdrawal of Consent.** You may request paper copies of specific Disclosures without charge by mailing a written request to us at One Corporate Drive Suite 300, Wausau, WI 54401 or by calling us at 1-800-234-3663. You may withdraw this Consent to receive electronic Disclosures by writing to us or calling us at the address or phone number set forth in this paragraph. Any withdrawal of this Consent will be effective only after we have a reasonable period of time to process your request. The legal effectiveness, validity, and enforceability of any Disclosures will not be affected by your withdrawal of this Consent.
- f. **Your Contact Information.** If you give us an incorrect email address or fail to update or correct your email address, an electronic Disclosure will be deemed provided to you if we use the email address in our records for the electronic Disclosure. You can update your contact information by using one of the methods outlined above.
- g. **Hardware and Software Requirements.** To access the Disclosures, the device you are using must have a widely-used, recent-generation web browser and portable document file (PDF) reader. The equipment you are currently using meets this requirement. However, you may not be able to print from this equipment. To receive, store, or print Disclosures, you will need to have a personal computer or device capable of accessing the email address that you specify on your application (or any updated email address that you provide) and a printer or storage device. You promise us that you have the hardware, software, and printer or storage device described above, and you promise us that the email address you have provided is your correct email address. To update your email address or other contact information, please contact us at 1-800-234-3663.

- h. **Federal Law.** You acknowledge and agree that your consent to electronic Disclosures is being provided in connection with a Credit Transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“Act”) and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
  - i. **Termination/Changes.** We reserve the right, in our sole discretion, to provide any particular Disclosure in non-electronic form, to discontinue the provision of electronic Disclosures, or to terminate or change the terms and conditions on which we provide electronic Disclosures. We will provide you with notice of any such termination or change as required by law.
  - j. **Reservation of Rights.** This Consent does not apply to any Disclosures 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.
22. **Consent to Communication.** We may use automated telephone dialing, text messaging systems and electronic mail (“email”) to provide messages to you about scheduled payments, missed payments, and other important information regarding these Terms, a Credit Transaction, Payments, or your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about the Terms, a Credit Transaction, Payments, or your relationship with us over the phone. You also give us permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained-for exchange. You may revoke this authorization as it relates to automated calls and texts to your mobile number and messages played by a machine on your wired line by calling us at 1-800-234-3663. You may revoke consent to automated texts by replying STOP to any text we send. Message frequency may vary. Message and data rates may apply. See these [Terms](#) and our [Privacy Policy](#) for more information. If (1) you consent or have previously consented to receiving automated telephone dialing, text messaging systems and email from us in connection with a Credit Transaction, and (2) there is any conflict between these Terms and any such future or past consent, you agree that these Terms shall govern our communications with you.

23. **DISPUTE RESOLUTION BY BINDING ARBITRATION (the “Arbitration Provision”).** Please read this Arbitration Provision carefully, as it replaces the right to go

to court with binding arbitration of disputes. In arbitration, the case is decided by a neutral arbitrator instead of a judge or jury and proceeds on an individual basis, without class or representative proceedings. If you do not wish to accept this Arbitration Provision, you must follow the instructions in subsection (j) below to reject arbitration. Unless you timely reject arbitration, this Arbitration Provision is binding.

- a. **Claims Subject to Arbitration:** Except as specified in subsection (b) below, any dispute or claim between you and us must be arbitrated if any party elects arbitration of that dispute or claim. This Arbitration Provision is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
  - claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising or disclosures);
  - claims for mental or emotional distress or injury not arising out of bodily injury;
  - claims asserted in a court of general jurisdiction, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
  - claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
  - claims relating to communications with you or us, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages;
  - claims that may arise after the termination of these Terms; and
  - **claims arising out of any Credit Transaction.**

In this Arbitration Provision only, references to “we” or “us” mean AFI and any of its service providers, subsidiaries, affiliates, predecessors, successors, assigns, and any third parties providing goods or services pursuant to or in connection with these Terms or the Site. In this Arbitration Provision only, references to “you” mean the individual electronically signing or otherwise agreeing to these Terms, any authorized or unauthorized beneficiaries of these Terms, and their respective heirs, trustees, representatives, and agents. This Arbitration Provision does not preclude any party from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against one party on the other’s behalf. You and we each waive the right to a trial by jury or to participate in a class action whenever any party elects arbitration. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. This Arbitration Provision shall survive termination of these Terms or the bankruptcy of any party. This Arbitration Provision supersedes any other arbitration agreement that governs claims arising out of or relating to any aspect of the relationship between you and us.

- b. **Claims Not Subject to Arbitration:** You and we agree that the following

disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- disputes over the scope and enforceability of this arbitration provision, whether a dispute or claim can or must be brought in arbitration, or whether subsections (d) or (h) of this arbitration provision have been violated; and
- notwithstanding any other provision of this Arbitration Provision, claims arising out of a Credit Transaction for which you previously and validly rejected an arbitration agreement set forth in or attached to the agreement or other terms governing such Credit Transaction.

These exclusions from arbitration are intended to be interpreted narrowly. Excluded claims must be resolved by a court with jurisdiction.

- c. **Pre-Arbitration Notice of Disputes; Meet and Confer:** Informal efforts to resolve disputes can result in prompt and efficient resolutions. Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute (“Notice”). The Notice should be sent to us by certified mail to: Aqua Finance, Inc., 1 Corporate Drive, Suite 300, Wausau, WI 54401 (“Arbitration Notice Address”). The Notice to you will be sent to the mailing address most recently provided to us by you using the Site, unless you have informed us of a different address using the Site or any other method we make available to you. The Notice must (i) include your name; (ii) describe the nature and basis of the claim or dispute; and (iii) set forth the specific relief sought. If you have retained an attorney, any Notice to us also must include a signed statement by you authorizing us to disclose your confidential account records to your attorney if necessary in resolving your claim.

The parties must try to resolve the claim on an individual basis and no arbitration shall be filed for at least 60 days after the Notice is provided (the “Pre-Filing Period”). During the Pre-Filing Period, either party may require that the parties participate personally in a meeting (a “Meet-and-Confer”), which may occur in person, by video conference, or by conference call, to attempt in good faith to resolve the claim. The Meet-and-Confer is limited to claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives. A party may not start an arbitration or lawsuit unless and until it complies in full with this requirement. This paragraph shall not apply to claims that are asserted only as counterclaims. The statute of limitations for any claim will be tolled for 90 days following service of a proper Notice.

- d. **Commencing Arbitration:** An arbitration proceeding cannot be commenced until the party complies with subsection (c). Any party initiating an arbitration shall certify that the demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with the requirements of subsection (c), above. A court will have authority to enforce this subsection (d), including the power to enjoin the filing or prosecution of arbitrations without the party first complying with subsection (c). The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with subsection (c).
- e. **Arbitration Procedure:** The arbitration will be administered by the American Arbitration Association (“AAA”) and will be governed by the AAA’s Consumer Arbitration Rules, as modified by this Arbitration Provision, and the Mass Arbitration Supplementary Rules (AAA) shall apply if AAA’s definition of Mass Arbitration is met. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA rules are available online at [www.adr.org](http://www.adr.org). Except as provided in subsection (h) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney’s fees and costs) that a court could award under applicable law. Unless the parties agree or the arbitrator orders otherwise, any arbitration hearings will take place by videoconference. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The parties agree that the provisions Federal Rule of Civil Procedure 68 shall apply to any claim.
- f. **Arbitration Fees:** The AAA rules shall govern the allocation of AAA filing, administration, case-management, hearing, and arbitrator fees. If you are the claimant and have complied with the requirements of subsections (c), (d), and (h), we will pay all such AAA fees, so long as your claims are for \$25,000 or less. In such case, if you are required to pay a filing fee to initiate the arbitration, we will reimburse the filing fee upon the conclusion of the arbitration, unless the arbitrator has determined that your claim is frivolous or otherwise violates the standards of Federal Rule of Civil Procedure 11(b). In addition, regardless of the amount in dispute, if you are the claimant but cannot pay your share of the AAA fees and the AAA will not waive those fees, we will pay those fees if necessary to make this arbitration provision enforceable, subject to reallocation by the arbitrator in the final award as justice or applicable law requires.

- g. **Minimum Recovery:** If you assert claims seeking \$10,000 or less after having complied with the requirements of subsections (c), (d), and (h) and the arbitrator awards you an amount of money that exceeds the value of our last written settlement before the appointment of the arbitrator, then we will pay you \$500 in lieu of any smaller award. In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits. Before the arbitrator has determined the amount, if any, to which you are entitled, you may not disclose the amount of any settlement offer to the arbitrator.
- h. **Requirement of Individual Arbitration:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except co-Borrowers) and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.
- i. **Additional Procedures for Complex Disputes:** If the actual damages sought in an arbitration exceeds \$500,000 (not counting amounts sought for punitive or statutory damages or for attorneys' fees or costs), then either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within thirty (30) days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.
- j. **Right to Reject Arbitration Provision:** If you do not wish to arbitrate, you

have thirty (30) days to reject this arbitration provision by sending a rejection notice to the Arbitration Notice Address above by certified mail (“Rejection Notice”). To be valid, a Rejection Notice must: (i) include your name and a statement that you are rejecting the arbitration provision in this Agreement; and (ii) be received by AFI within thirty (30) days after the Agreement Date. If a Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after AFI receives your Rejection Notice. Rejecting this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts.

- k. **Mass Filing.** If a claim is part of a Mass Arbitration under the AAA’s Mass Arbitration Supplementary Rules, the parties agree that the additional procedures in this subsection shall apply. The parties further acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a claim. If claims qualify as a Mass Arbitration, counsel for the parties shall each select 10 claims from each side (20 claims total) to proceed in individual arbitrations as part of a staged process (“Stage One”). After Stage One is complete, the parties shall promptly engage in a global mediation. If the remaining claims are not resolved after the global mediation, counsel for each side shall select 50 claims (100 claims total) to proceed in individual arbitrations (“Stage Two”). After Stage Two is complete, the parties shall promptly engage in a second global mediation regarding the remaining claims. If the remaining claims are not resolved, the AAA shall administer the remaining claims in concurrent batches of 50 Claims, with each batch assigned to one arbitrator, who shall conduct individual arbitrations.
- l. **Public Injunctive Relief Under California Law.** A party is not required to arbitrate a claim for public injunctive relief under California law. In any action in California state or federal courts including a claim for public injunctive relief under California law, whether such a claim is correctly one for public injunctive relief or private injunctive relief shall be determined by a court and any adjudication of a claim for public injunctive relief shall be determined by a court, but any claims seeking monetary relief shall be arbitrated. In such cases the parties agree and will request that the court stay the request for public injunctive relief until the arbitration award pertaining to the individual monetary relief has been determined by an arbitrator and entered in court. In no event will an action for public injunctive relief be arbitrated; this provision will be deemed null and void in the event California law and/or federal law preempting California law changes to permit the waiver of a public injunctive relief claim in an arbitration provision.
- m. **Exclusions:** THIS CLAUSE DOES NOT APPLY IF: (1) YOU ARE A

COVERED BORROWER UNDER THE MILITARY LENDING ACT (THE "MLA") AND YOUR TRANSACTION IS SUBJECT TO (AND NOT EXEMPT FROM) THE MLA; OR (2) YOUR COVERED TRANSACTION WITH US IS SECURED BY A DWELLING; OR (3) YOU SEND A REJECTION NOTICE.

Should you have any questions about these Terms or if you believe that your account may have been compromised, please contact us immediately by calling 1-800-234-3663.