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CONSUMER LOAN AGREEMENT

Transaction Number: 197402

PAID Joy deps check

Transaction Date: 07/20/2021

LENDER INFORMATION	BORROWER INFORMATION
Lender Name: Flexicash	Customer Name: Anabelle Mcgruder
Address: 509 Huck Finn Shopping Center	Address: 223 N Section St
Hannibal, Missouri 63401	Hannibal, MO 63401
Phone Number: 573-248-2156	Phone Number:
	Customer ID Number: xxx-xx-6750

Definitions: In this Consumer Loan Agreement ("Loan Agreement"), "you" and "your" mean each borrower who has signed it. "We", "us", and "our" mean, Flexicash a loan company licensed and operating under Mo. Stat. §408.500 et seq. and regulated by the Missouri Division of Finance.

You promise to pay us $475.00 plus interest from the date of this Agreement until the payment has been paid in full at the rate set forth in the Annual Percentage Rate Disclosure below and other permitted charges. On the Payment Date you will pay us the amount stated at the address indicated above. If payment is not paid in full on the Payment Date interest will accrue after the Payment Date until payment in full has been received. As payment for your obligations under this Loan Agreement you have delivered to us a post-dated check in the amount of the Total of Payments(the"Check"). We may negotiate the Check on the Payment Date or there after. If the Check is returned unpaid or dishonored, you agree to pay a return check charge in the amount of $25.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
416.57%	$104.50	$475.00	$579.50

Payment Schedule:

Number of Payments:	Amount of Payment:	Payment Date
1	$579.50	08/03/2021

Late charge: If this is a single payment loan and a payment is 15 days late you will be charged 5% of the payment due, but in no event more than $50.
Prepayment: If you pay off early you will not have to pay a penalty.
See the terms on the pages following this Loan Agreement for additional information about nonpayment, default, and lack of prepayment penalties.

Notice of Arbitration Agreement, Right to Reject Arbitration Agreement

Before signing the Agreement, you should carefully review the Arbitration Agreement located on page 5. The Arbitration Agreement provides that all Claims arising from or relating to this Agreement or any other agreement that you and we have ever entered into must be resolved by binding arbitration if the person or entity against whom a you assert a Claim elects to arbitrate a Claim, then you will not have the following rights:

- You may not file or maintain a lawsuit in any court except a small claims court.
- You may not join or participate in a class act ion, act as a class representative or a private attorney general, or consolidate your Claim with the claims of others.
- You will have to pay the arbitration firm certain fees in order to commence and arbitration proceeding, unless you ask us to pay those fees to the arbitration firm for you.
- You give up your right to have a jury decide your Claim.
- You will not be afforded the procedural, pre-trial discovery, and appellate rights in an arbitration proceeding that you would enjoy in a court or judicial proceeding.

If you do not want to arbitrate all Claims as provided in the Arbitration Agreement, then you have the right to reject the Arbitration Agreement. To reject arbitration you must deliver written notice to us at the following address within 30 days following the date of this Arbitration Agreement: Attn: Arbitration Opt-Out. 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069, or email us at optout@flexicash.net . Nobody else can reject arbitration for you: this method is the only way you can reject the Arbitration Agreement. Your rejection of the Arbitration Agreement will not affect your right to credit, how much credit you receive, or any contract term other than the Arbitration Agreement.

Itemization of Amount Financed: 1. Amount given you directly: $0.00 . 2. Amount paid on account no.195897 with us: $475.00

Missouri Disclosures

1. **This lender offers short-term loans. Before signing please read and understand the terms of this Loan Agreement.**
2. **You may cancel this loan without costs by returning the full principal balance to the lender by the close of the lender's next full business day. You acknowledge receiving the Missouri Disclosures set forth above prior to signing this Loan Agreement.**

Borrower's Signature: Anabelle McG **Date:** 07/20/2021

You certify that you do not have any outstanding small loans with the lender which in the aggregate exceed five hundred dollars and except as authorized by Mo. Stat. §408.505, you are not repaying the loan with the proceeds of another loan made by the same lender.

Borrower's Signature: Anabelle McG **Date:** 07/20/2021

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AGREEMENT TO RECEIVE TELEMARKETING TEXT MESSAGES AND/OR TELEMARKETING CALLS

By signing this section, you authorize
or our agent(s), to deliver telemarketing text messages and/or telemarketing calls, which may include the use of automatic telephone dialing systems or an artificial or pre-recorded voice, to the mobile number listed below, which you have provided to us. You understand that you are not required to sign this Agreement as a condition for obtaining credit or other services from us. If you do not wish to receive sales or telemarketing text messages and/or phone calls from us, or our agent(s), you should not sign this section. You understand that any text messages we send to you may be seen by anyone with access to your mobile phone or text messages. You also understand that your mobile service provider may charge you fees for any text messages that we send to you, and you agree that we shall have no liability for the cost of any such text messages. For help or support with your text messages, simply reply "HELP" to any text message that we send to you. At any time, you may withdraw your consent to receive telemarketing text messages by calling toll-free 1-888-979-4199 . You may also reply "STOP" to any telemarketing text message we send to you.

Mobile Telephone Number: ()

Borrower's Signature: Angela McGee **Date:** 07/20/2021

NOTICE TO CUSTOMER

You should carefully review this entire Loan Agreement, including the Additional Terms and Conditions of this Loan Agreement located on pages 3 and 4, and the Arbitration Agreement located on page 5. Those pages define the capitalized terms used in this Loan Agreement, including the capitalized terms appearing on page 1, and if applicable, the Authorization to Debit Bank Account located on page 3.

You also acknowledge that we afforded you the opportunity to take possession of, review, and keep the entire Loan Agreement – Including the Truth-In-Lending Statement set forth above – whether or not you signed the Loan Agreement. Finally, you acknowledge that you and we signed three fully-completed originals of this Loan Agreement on this date, that we provided you one original Loan Agreement, that we retained the second original Loan Agreement for our records, and that we retained a third original Loan Agreement that we will mark "paid" and return to you when you pay this Loan in full.

DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU HAVE READ THE ENTIRE LOAN AGREMENT AND UNDERSTAND IT COMPLETELY

By signing below, you agree to every provision contained in this six (6) page Loan Agreement. You also acknowledge and declare that you have read, understand, and agree to all of the terms of this Loan Agreement.

I hereby agree to the terms and conditions of this Loan Agreement dated

Borrower's Signature: Angela McGee **Date:** 07/20/2021 **Lender:** Jennifer Hubbard

Signature of Lender's Authorized Representative

Please direct any comments or questions to: **CCDF, LLC, dba Flexicash**
8050 Beckett Center Dr., Ste 328
West Chester, OH 45069
Phone:(513) 427-5888

Borrower's Thumbprint

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ADDITIONAL TERMS AND CONDITIONS OF THIS LOAN AGREEMENT

1. **METHOD OF PAYMENT.** The Check is payment for your obligations under this Loan Agreement. We may negotiate the Check after close of business on the Payment Date, or thereafter, if you do not either: (1) pay the Total of Payments in Cash or other immediately available funds before close of business on your Payment Date, or; (2) schedule an appointment at the location where you obtained this Loan to pay the Total of Payments in Cash or other immediately available funds in person on your Payment Date. Appointment must be scheduled for a time prior to the close of business on your Payment Date. If you pay us the Total of Payments in Cash or other immediately available funds before close of business on your Payment Date or at a scheduled appointment on your Payment Date, we will return the Check to you.
2. **PREPAYMENT.** You may prepay the amount due under this Loan Agreement at any time in whole or in part, and will not incur any additional charge, fee or penalty. Interest at the rate set forth above in the Annual Percentage Rate disclosure shall be computed upon the principal balance outstanding from the date of this Loan Agreement, by using the simple interest method. We will cancel this Loan Agreement (including your obligation to pay the earned interest) if prior to the close of business on our next full business day, you prepay to us the Amount Financed in Cash. Your obligations under this Loan Agreement will be satisfied upon such prepayment.
3. **RENEWAL.** The total amount of interest and fees collected on this loan, and all renewals thereof, shall not exceed 75% of the original amount of this loan. You understand that our policy limits the number of renewals to two (2) and that each renewal must reduce the principal amount of the loan by no less than $25.
4. **DEFAULT.** You default on this Agreement if you fail to pay the Total of Payments on the Due Date or your Bank dishonors your Payment Item.
5. **LATE FEE** If this is a single payment loan and a payment is 15 days late you will be charged 5% of the payment due, but in no event more than $50.
6. **COLLECTION COSTS.** If it is necessary for us to bring suit to collect this Loan Agreement, then you agree to pay our attorney fees, not to exceed fifteen percent of the amount due and payable, together with any court costs assessed.
7. **ASSIGNMENT.** We may assign or transfer this Loan Agreement or any of our rights hereunder.
8. **VOLUNTARY ACH DEBIT AUTHORIZATION:** We will first deposit your check and if this check is returned for non-payment, you voluntarily authorize us, our agents, successors and assigns, to initiate ACH credit and debit entries to your banking account ("Your Account") for the amount owed. If your payment is returned for non-sufficient funds, you authorize us to initiate a separate debit entry for the return check fee of $25.00 (or the State Allowed returned item fee), accrued interest after due date, and applicable taxes and/or late fee. With your signed authorization, we will initiate debit entries to Your Account in accordance with the terms set forth in the Voluntary ACH Debit Authorization to debit Your Account. You further authorize your Bank to debit Your Account for the amount of theses electronic entries. This authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you terminate the Voluntary ACH Debit Authorization by notifying us in writing at Attn: ACH Payments, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069 in such time and manner as to afford us and your bank at least three (3) business days to cancel the Debit Authorization. By signing the Voluntary ACH Debit Authorization to debit Your Account, you acknowledge that we did not condition our extension of credit to you on your authorizing us to electronically debit Your Account. By initiating debit entries to your Bank Account, we do not waive our right to exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral. If you terminate your debit authorization, such termination will not constitute an event of default under this Agreement and will not adversely affect our decision to extend credit to y ou in the future. You acknowledge that the origination of ACH entries to Your Account must comply with applicable provisions of federal and state laws. Please note that you have the right to receive notice of all electronic fund transfers from Your Account that vary in amount, and that by signing the Voluntary ACH Debit Authorization, you agree to receive notice only when the debit entry amount falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount). The range of amounts for debits will be between one (1) regularly scheduled payment, plus (1) accrued interest after due date, (1) contractual NSF fee and/or one (1) contractual late charge assuming the sum of such amounts does not exceed twice the amount of a regularly scheduled payment. For any amount outside of this specified range, we will send you a notice at least 10 days prior to initiating such debit. **PLEASE NOTE THAT YOU ARE NOT REQUIRED TO AGREE TO THIS VOLUNTARY ACH DEBIT AUTHORIZATION IN ORDER TO OBTAIN SERVICES FROM US.** This Voluntary ACH Debit Authorization is for your convenience. By signing the Voluntary ACH Debit Authorization you agree to pay via the Voluntary ACH Debit Authorization, you acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing to receive notice of varying amounts of debits only when a debit exceeds the range specified above. You understand and acknowledge that you may terminate the Voluntary ACH Debit Authorization by notifying us at Attn: ACH Payments, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069, and 513-427-5888 in such time and manner as to afford us and your bank at least three (3) business days to cancel this Voluntary ACH Debit Authorization. You also authorize us to verify all of the information that you have provided to us or that you provide to the lender, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.
9. **AUTHORIZATION TO SERVICE TRANSACTION.** Prior to the Due Date, you authorize us to call you during reasonable hours at home or work to remind you of the Due Date. You further authorize us to obtain your Bank Account information to determine whether funds are available to pay your Payment Item. Finally, if you default on this Loan Agreement, then you authorize us to call you at the home or work phone numbers listed in your credit application (during reasonable hours and subject to your right to instruct us not to call you), to leave a message with a person or voice-mail service at either location stating our name and phone number, to write you at home, and to acquire locations information about you from personal contacts whom you identified in your credit application.
10. **PRIVACY NOTICE.** You acknowledge that you have received a copy of our Privacy Notice either on this date or within the last 12 months.
11. **TEXT MESSAGING.** You agree that, by providing your cell phone number and completing the cell phone number verification process, you have provided us with consent to deliver text messages to you in conjunction with the services you have requested. **Receiving text messages is optional and not a required condition for obtaining credit or other services from us. You may opt out of the text messaging service at any time.** You will receive text messages associated with your current Loan Agreement and all refinances, renewals, future transactions, and if applicable, after you have fulfilled your loan obligations with us. The text messages we send to you will provide you with information about your account, such as payment reminders, and the collection of your account, such as missed payments and past due alerts. You understand that the text messages we send may be seen by anyone with access to your cellular phone. Accordingly, you should take steps to safeguard your cellular phone and your text messages if you want them to remain private. **Message & Data Rates may apply:** We do not charge a fee for making text messages available to you, but you are responsible for any and all charges that may be imposed by your communications service provider for the confirmation text message and all subsequent text messages that we may send to you. Text messages may also include links to websites. To access these websites, you will need a web browser and Internet access. In addition to any two-way text messaging that may occur between us and you as applicable with your consent, it is our policy to send no more than a total of 15 (fifteen) text messages to you per month. In general, the messages we send will provide you with information about

your account. However, if you provide your cell phone number and sign the Agreement to Receive Marketing Text Messages and/or Telemarketing Calls located on page 2 of this Loan Agreement and/or in your Loan Application, we may send you text messages for marketing and/or promotional purposes. **SMS text message services are provided on an AS IS basis:** We will not be liable for any delays in the receipt of any text messages, as delivery is subject to effective transmission from your mobile network operator. Data obtained from you in connection with this SMS/text message service may include your name, address, cell phone number, your provider's name, the date & time, and content of your messages. It is your responsibility to provide us with a valid, accurate, and complete mobile number. Please notify us immediately if you change your mobile number or plan to provide your cell phone to another person. You may update your mobile number at any time by calling toll-free **1-888-979-4199** or by email at customersupport@flexicash.net . All text messages in electronic format shall be considered "in writing" to the extent allowed by law. If you have any questions about this policy, would like us to mail you a paper copy of this policy, or are having problems receiving or stopping our text messages, please contact us using the following information: By Mail – CCDF, LLC dba Flexicash Attn: Operations, 8050 Becket Center Dr., Ste 328, West Chester, OH 45069; By Email - customersupport@flexicash.net , or; Call toll-free **1-888-979-4199**. **To Opt-Out or Stop Text Messaging:** If you wish to stop receiving marketing text messages from us, reply to any text message we have sent you and in your reply text simply type **"STOP."** If you wish to stop receiving all text messages from us, including those with account information about payment due dates or missed payments, type **"STOP ALL"** in the reply text that you send to us. Your stop request will become effective within one (1) day. You may also stop text messages by calling toll-free **1-888-979-4199**. At our option, we may treat an invalid mobile number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive text messages. We will not charge any fees to process the withdrawal of your consent to receive text messages. **For Help or Support with Text Messaging:** If, at any time, you need information on how to stop text messages or would like to request additional information regarding our text messaging services, you may reply to any text message we have sent to you and in the reply text simply type **"HELP."** Upon receiving your text message, we will send you a text message with this information. You may also call the 24-hour SMS information line toll-free at **1-888-979-4199** or send an email to customersupport@flexicash.net. You agree and consent to be contacted by us, our agents, employees, attorneys, affiliates, subsequent creditors, loan serving companies, and/or third-party collectors through the use of email, telephone calls, and/or SMS text messages to your cellular, home, or work phone numbers, as well as any other phone number you have provided in conjunction with this account, including the use of automatic telephone dialing systems, auto-dialers, or an artificial or pre-recorded voice. We reserve the right to revise this Text Message Policy at any time without prior notice. To review our Text Message Policy, you may call toll-free the 24-hour SMS toll-free information line at **1-888-979-4199**. Please review our Text Message Policy from time to time so that you are timely notified of any revisions. We may also notify you by sending a text message with a link to the new policy. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses, including reasonable attorneys' fees and court costs, arising from your disclosure of a mobile phone number that is not your own or your violation of applicable federal, state or local laws, regulations or ordinances. Your obligation under this paragraph shall survive termination of the Agreement. We will not be liable for losses or damages arising from any delay in delivery or disclosure of account information to third parties

12. **AFFIRMATIVE CONSENT TO RECEIVE COMMERCIAL E-MAILS.** By signing this Loan Agreement, you authorize us to send you commercial electronic mail messages at the e-mail address you provided to us in your Loan Application. If you would like to stop receiving emails from us, you may notify us by email at optout@flexicash.net.
13. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant to us that (a) that you are at least 18 years of age and otherwise have the legal capacity to enter into this Agreement; (b) all of the information you provided to us in your credit application is true and correct; (c) the Account is open in your name at the bank as shown on your application; (d) you are not contemplating filing for bankruptcy within the next four (4) months, and have not consulted with an attorney or any other person concerning bankruptcy within the past two (2) months; and (e) you do not currently have an outstanding deferred deposit transaction with us.
14. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
15. **NOTICES, CREDIT REPORTING.** You agree that we may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to Teletrack or other credit reporting agencies. Any notice that we are required to provide under this Agreement or applicable law will be deemed reasonable if sent to you at the e-mail address you have provided us. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
16. **LICENSING AGENCY.** The Missouri Division of Finance regulates and licenses us.
17. **GOVERNING LAW.** This Loan Agreement will be governed by the laws of the State of Missouri, except that the Arbitration Agreement shall be governed by the Federal Arbitration Act.

Borrower's Signature: Anabell Mc[illegible] **Date:** 07/20/2021 **Lender:** [illegible]

Signature of Lender's Authorized Representative

This Lender is regulated by:
Missouri division of Finance
P.O. Box 716
Jefferson City, MO 65102-0716
(573) 751-3463
DO NOT SENT PAYMENTS TO THIS ADDRESS

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ARBITRATION AGREEMENT

1. **DEFINITION OF CLAIM.** Claim means any claim, dispute, or controversy arising from or relating to this Agreement, this Transaction, any other agreement or transaction that you and we have ever entered into or completed, or any other conduct or dealing between you and us. A court or arbitrator interpreting the scope of this Arbitration Agreement should broadly construe the meaning of Claim so as to give effect to your and our intention to arbitrate any and all claims, disputes, or controversies that may arise between you and us. Consistent with this broad construction, Claim includes (but is not limited to) each of the claims, disputes, or controversies listed below.

A Claim includes any dispute or controversy regarding the scope, validity, or enforceability of this Arbitration Agreement. For example, a Claim includes any assertion by you or us that this Arbitration Agreement is unenforceable because applicable usury, lending, or consumer protection laws render the underlying Transaction void or unenforceable. A Claim also includes any assertion by you or us that this Arbitration Agreement is unenforceable because it lacks fairness or mutuality of obligations, conflicts with bankruptcy or other federal laws, improperly limits your or our remedies for the other's violation of laws, or unduly restricts your or our access to the court system. Finally, a Claim includes any assertion by you or us that this Arbitration Agreement is unenforceable because you or we did not receive notice of or understand its provisions, you or we need to discover the filing fees or administrative costs associated with commencing an arbitration proceeding, or you or we believe the arbitration firm or the arbitrator will be unfair or biased.

A Claim includes any claim that you assert against a person or entity related to us –including our parent company, affiliated companies, directors, officers, employees, agents, and representatives – and any claim that we assert against a person or entity related to you. For the purpose of this Arbitration Agreement, references to we, our, and us and references to you and your includes such related persons or entities. You and we agree that these related persons and entities may elect to arbitrate any Claim asserted against them even though they have not signed this Arbitration Agreement.

A Claim includes any statutory, tort, contractual, or equitable (i.e., non-monetary) claim. For example, a Claim includes any claim arising under the following: a federal or state statute, act, or legislative enactment; a federal or state administrative regulation or rule; common law (i.e., non-statutory law based on court cases); a local ordinance or zoning code; this Agreement or another contract; a judicial or regulatory decree, order, or consent agreement; or any other type of law.

A Claim includes (but is not limited to) any claim based on your or our conduct before you and we consummated this Transaction. For example, a Claim includes any dispute or controversy regarding our advertising, application processing, or underwriting practices, our communication of credit decisions, or our provision of cost-of- credit or other consumer protection disclosures.

A Claim includes any request for monetary damages or equitable remedies, whether such request is asserted as a claim, counterclaim, or cross-claim.

2. **MANDATORY ARBITRATION UPON ELECTION.** Subject to your right to reject arbitration (explained on page 2 of this Agreement) and subject to the small claims court exception (explained below), you and we agree to arbitrate any Claim if the person or entity against whom a Claim is asserted elects to arbitrate the Claim. **Consequently, if the person or entity against whom a Claim is asserted elects to arbitrate the Claim, then neither you nor we may file or maintain a lawsuit in any court except a small claims court and neither you nor we may join or participate in a class action, act as a class representative or a private attorney general, or consolidate a Claim with the claims of others.** A person or entity against whom a Claim is asserted may elect to arbitrate the Claim by providing oral or written notice to the person asserting the Claim (i.e., the claimant). Such notice need not follow any particular format but must reasonably inform the claimant that arbitration has been elected. For example, if you or we file a lawsuit against the other, then the other provides sufficient notice if the other orally informs the claimant that the other elects to arbitrate the Claim or if the other files a pleading (i.e. a document filed in court) requesting the court to stay (i.e. freeze) the court case and refer the Claim to arbitration.

3. **SMALL CLAIMS COURT EXCEPTION.** You and we may ask a small claims court to decide a Claim so long as no party to the small claims court lawsuit seeks to certify a class, consolidate the claims of multiple persons, or recover damages beyond the jurisdiction of the small claims court. If you file a small claims court lawsuit against us, then we lose the right to elect arbitration of your Claim (but not of other persons' Claims). In contrast, if we file a small claims court lawsuit against you, then you retain the right to elect arbitration of our Claim.

4. **ARBITRATION FIRM.** The American Arbitration Association ("AAA") (1-800-778-7879, www.adr.org) will administer the arbitration of Claims. The AAA will normally apply its Consumer Arbitration Rules then in effect to a Claim but may apply other types of procedural rules – such as the AAA's Commercial Arbitration Rules then in effect – if a party to the arbitration proceeding demonstrates that the application of such other procedural rules is appropriate. No matter what the arbitration firm's procedural rules provide, you and we agree that the arbitrator must issue a written decision and may award any type of remedy – including punitive damages and equitable relief –that a court or jury could award if the Claim were litigated. **You and we also agree that an arbitration firm may not arbitrate a Claim as a class action or otherwise consolidate the Claims of multiple persons.** You may request a copy of the AAA's Consumer Arbitration Rules and other procedural rules at the toll-free phone number or URL (universal resource locator) identified above. If you object to the AAA as the arbitration firm, then we consent to your substituting the Judicial Arbitration and Mediation Services ("JAMS"), http://www.jamsadr.com) for the AAA. **Although you may substitute the JAMS for the AAA, you may not substitute for the AAA any arbitration firm that refuses to enforce an arbitration agreement containing a class-action waiver. You may not substitute such an arbitration firm for the AAA because you and we waive any right to arbitrate a Claim on a class-action, representative-action, or consolidated basis.** When attempting to contact AAA or JAMS, please recognize that phone numbers and URL's change frequently; you may need to update the contact information provided above with your own research.

5. **PAYMENT OF ARBITRATION FEES; SELECTION OF FORUM.** If you file a Claim with the AAA or another arbitration firm, the firm will usually ask you to pay a filing fee and may also ask you to pay in advance for some of the expenses the firm will incur when administering the arbitration proceeding. Upon your written request, we will pay to the arbitration firm any fees or advance administrative expenses that the arbitration firm requires you to pay as a condition to your filing a Claim with the firm. Additionally, we will pay any fees or expenses the arbitration firm charges for administering the arbitration proceeding, any fees or expenses the individual arbitrator or arbitrators charge for attending the arbitration hearing, and any fees a court charges you to file a lawsuit appealing the arbitration decision. We will pay these fees and expenses whether or not you prevail in the arbitration proceedings in the county of your residence or in any different location in the United States of your choice.

6. **GOVERNING LAW.** You and we acknowledge that this Transaction involves interstate commerce. Accordingly, you and we agree that both the procedural and the substantive provisions of the Federal Arbitration Act, 9 USC §§ 1-16, govern the enforcement, interpretation, and performance of this Arbitration Agreement. Any court with jurisdiction may enforce this Arbitration Agreement. Additionally, any court with jurisdiction may enforce an arbitration decision rendered under this Arbitration Agreement if that arbitration decision has been properly registered as a judgment.

7. **SURVIVAL; BINDING EFFECT; SEVERABILITY.** You and we retain the right to invoke this Arbitration Agreement and to compel the arbitration of Claims even after your and our respective obligations under this Agreement have been completed, defaulted, rescinded, or discharged in bankruptcy. This Arbitration Agreement binds the heirs, successors, and assigns – including any bankruptcy trustee – of both you and us. Finally, if a court or arbitrator determines that the class action waiver contained in this Arbitration Agreement is unenforceable, then you and we agree that the court or arbitrator must fully enforce the remaining provisions that have not been invalidated.

8. **NOTICE-OF-GRIEVANCE AGREEMENT.** If the person or entity against whom a Claim is asserted declines to arbitrate the Claim or if a court or arbitrator determines that the above Arbitration Agreement is unenforceable, then you and we agree that neither you nor we may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class that arises from or relates to a Claim until the claimant has provided the other party written notice of the asserted Claim and afforded the other party a reasonable period after the giving of the written notice to take corrective action. If applicable law provides a time period which must elapse before certain action can be taken, then that time period will be deemed reasonable for the purpose of the preceding sentence.

By signing below, you and we agree to the Arbitration Agreement and the Notice-of-Grievance Agreement, each of which is set forth above.

Borrower's Signature: Angela Unger **Date:** 07/20/2021 **Licensee:** James Hubbard

Signature of Licensee's Authorized Representative

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VOLUNTARY
ACH DEBIT AUTHORIZATION

Transaction Number: 197402 Transaction Date: 07/20/2021

VOLUNTARY ACH DEBIT AUTHORIZATION We will first deposit your check and if this check is returned for non-payment, you voluntarily authorize us, our agents, successors and assigns, to initiate ACH credit and debit entries to your banking account ("Your Account") for the amount owed. If your payment is returned for non-sufficient funds, you authorize us to initiate a separate debit entry for the return check fee of $25.00 (or the State Allowed returned item fee), interest accrued after due date, and applicable taxes and/or late fee. With your signed authorization, we will initiate debit entries to Your Account in accordance with the terms set forth in the Voluntary ACH Debit Authorization to debit Your Account.

You further authorize your Bank to debit Your Account for the amount of theses electronic entries. This authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you terminate the Voluntary ACH Debit Authorization by notifying us in writing at Attn: ACH Payments, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069 in such time and manner as to afford us and your bank at least three (3) business days to cancel the Debit Authorization.

By signing the Voluntary ACH Debit Authorization to debit Your Account, you acknowledge that we did not condition our extension of credit to you on your authorizing us to electronically debit Your Account. By initiating debit entries to your Bank Account, we do not waive our right to exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral. If you terminate your debit authorization, such termination will not constitute an event of default under this Agreement and will not adversely affect our decision to extend credit to you in the future. You acknowledge that the origination of ACH entries to Your Account must comply with applicable provisions of federal and state laws.

Please note that you have the right to receive notice of all electronic fund transfers from Your Account that vary in amount, and that by signing the Voluntary ACH Debit Authorization, you agree to receive notice only when the debit entry amount falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount). The range of amounts for debits will be between one (1) regularly scheduled payment, plus (1) accrued interest after due date (1) contractual NSF fee and/or one (1) contractual late charge assuming the sum of such amounts does not exceed twice the amount of a regularly scheduled payment. For any amount outside of this specified range, we will send you a notice at least 10 days prior to initiating such debit.

PLEASE NOTE THAT YOU ARE NOT REQUIRED TO AGREE TO THIS VOLUNTARY ACH DEBIT AUTHORIZATION IN ORDER TO OBTAIN SERVICES FROM US.

This Voluntary ACH Debit Authorization is for your convenience. By signing the Voluntary ACH Debit Authorization you agree to pay via the Voluntary ACH Debit Authorization, you acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing to receive notice of varying amounts of debits only when a debit exceeds the range specified above. You understand and acknowledge that you may terminate the Voluntary ACH Debit Authorization by notifying us at Attn: ACH Payments, 8050 Beckett Center Dr. Ste 328, West Chester, OH 45069 and 513-427-5888 in such time and manner as to afford us and your bank at least three (3) business days to cancel this Voluntary ACH Debit Authorization. You also authorize us to verify all of the information that you have provided to us or that you provide to the lender, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.

Borrower's Signature	Bank Name	Account Number	Routing Number
	[redacted]	[redacted]	[redacted]

07/20/2021
Date

Borrower's Thumbprint

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CONSUMER LOAN AGREEMENT

Transaction Number: 201713

Transaction Date: 09/17/2021

LENDER INFORMATION	BORROWER INFORMATION
Lender Name: Flexicash	Customer Name: Anabelle Mcgruder
Address: 509 Huck Finn Shopping Center	Address: 223 N Section St
Hannibal, Missouri 63401	Hannibal, MO 63401
Phone Number: 573-248-2156	Phone Number:
	Customer ID Number: xxx-xx-6750

Definitions: In this Consumer Loan Agreement ("Loan Agreement"), "you" and "your" mean each borrower who has signed it. "We", "us", and "our" mean, Flexicash a loan company licensed and operating under Mo. Stat. §408.500 et seq. and regulated by the Missouri Division of Finance.

You promise to pay us $500.00 plus interest from the date of this Agreement until the payment has been paid in full at the rate set forth in the Annual Percentage Rate Disclosure below and other permitted charges. On the Payment Date you will pay us the amount stated at the address indicated above. If payment is not paid in full on the Payment Date interest will accrue after the Payment Date until payment in full has been received. As payment for your obligations under this Loan Agreement you have delivered to us a post-dated check in the amount of the Total of Payments(the"Check"). We may negotiate the Check on the Payment Date or there after. If the Check is returned unpaid or dishonored, you agree to pay a return check charge in the amount of $25.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
573.57%	$110.00	$500.00	$610.00

Payment Schedule:

Number of Payments:	Amount of Payment:	Payment Date
1	$610.00	10/01/2021

Late charge: If this is a single payment loan and a payment is 15 days late you will be charged 5% of the payment due, but in no event more than $50.

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

See the terms on the pages following this Loan Agreement for additional information about nonpayment, default, and lack of prepayment penalties.

Notice of Arbitration Agreement, Right to Reject Arbitration Agreement

Before signing the Agreement, you should carefully review the Arbitration Agreement located on page 5. The Arbitration Agreement provides that all Claims arising from or relating to this Agreement or any other agreement that you and we have ever entered into must be resolved by binding arbitration if the person or entity against whom a you assert a Claim elects to arbitrate a Claim, then you will not have the following rights:

- You may not file or maintain a lawsuit in any court except a small claims court.
- You may not join or participate in a class act ion, act as a class representative or a private attorney general, or consolidate your Claim with the claims of others.
- You will have to pay the arbitration firm certain fees in order to commence and arbitration proceeding, unless you ask us to pay those fees to the arbitration firm for you.
- You give up your right to have a jury decide your Claim.
- You will not be afforded the procedural, pre-trial discovery, and appellate rights in an arbitration proceeding that you would enjoy in a court or judicial proceeding.

If you do not want to arbitrate all Claims as provided in the Arbitration Agreement, then you have the right to reject the Arbitration Agreement. To reject arbitration you must deliver written notice to us at the following address within 30 days following the date of this Arbitration Agreement: Attn: Arbitration Opt-Out, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069, or email us at optout@flexicash.net . Nobody else can reject arbitration for you; this method is the only way you can reject the Arbitration Agreement. Your rejection of the Arbitration Agreement will not affect your right to credit, how much credit you receive, or any contract term other than the Arbitration Agreement.

Itemization of Amount Financed: 1. Amount given you directly: $500.00 . 2. Amount paid on account no. with us: $0.00

Missouri Disclosures

1. **This lender offers short-term loans. Before signing please read and understand the terms of this Loan Agreement.**
2. **You may cancel this loan without costs by returning the full principal balance to the lender by the close of the lender's next full business day. You acknowledge receiving the Missouri Disclosures set forth above prior to signing this Loan Agreement.**

Borrower's Signature: Anabelle McGr **Date:** 09/17/2021

You certify that you do not have any outstanding small loans with the lender which in the aggregate exceed five hundred dollars and except as authorized by Mo. Stat. §408.505, you are not repaying the loan with the proceeds of another loan made by the same lender.

Borrower's Signature: Anabelle Mc **Date:** 09/17/2021

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AGREEMENT TO RECEIVE TELEMARKETING TEXT MESSAGES AND/OR TELEMARKETING CALLS

By signing this section, you authorize
or our agent(s), to deliver telemarketing text messages and/or telemarketing calls, which may include the use of automatic telephone dialing systems or an artificial or pre-recorded voice, to the mobile number listed below, which you have provided to us. You understand that you are not required to sign this Agreement as a condition for obtaining credit or other services from us. If you do not wish to receive sales or telemarketing text messages and/or phone calls from us, or our agent(s), you should not sign this section. You understand that any text messages we send to you may be seen by anyone with access to your mobile phone or text messages. You also understand that your mobile service provider may charge you fees for any text messages that we send to you, and you agree that we shall have no liability for the cost of any such text messages. For help or support with your text messages, simply reply "HELP" to any text message that we send to you. At any time, you may withdraw your consent to receive telemarketing text messages by calling toll-free 1-888-979-4199 . You may also reply "STOP" to any telemarketing text message we send to you.

Mobile Telephone Number: ()

Borrower's Signature: Anabella McGruder **Date:** 09/17/2021

NOTICE TO CUSTOMER

You should carefully review this entire Loan Agreement, including the Additional Terms and Conditions of this Loan Agreement located on pages 3 and 4, and the Arbitration Agreement located on page 5. Those pages define the capitalized terms used in this Loan Agreement, including the capitalized terms appearing on page 1, and if applicable, the Authorization to Debit Bank Account located on page 3.

You also acknowledge that we afforded you the opportunity to take possession of, review, and keep the entire Loan Agreement – Including the Truth-In-Lending Statement set forth above – whether or not you signed the Loan Agreement. Finally, you acknowledge that you and we signed three fully-completed originals of this Loan Agreement on this date, that we provided you one original Loan Agreement, that we retained the second original Loan Agreement for our records, and that we retained a third original Loan Agreement that we will mark "paid" and return to you when you pay this Loan in full.

DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU HAVE READ THE ENTIRE LOAN AGREMENT AND UNDERSTAND IT COMPLETELY

By signing below, you agree to every provision contained in this six (6) page Loan Agreement. You also acknowledge and declare that you have read, understand, and agree to all of the terms of this Loan Agreement.

I hereby agree to the terms and conditions of this Loan Agreement dated

Borrower's Signature: Anabella McGruder **Date:** 09/17/2021 **Lender:** Summer Hubbard

Signature of Lender's Authorized Representative

Borrower's Thumbprint

Please direct any comments or questions to: **CCDF, LLC, dba Flexicash**
8050 Beckett Center Dr., Ste 328
West Chester, OH 45069
Phone:(513) 427-5888

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ADDITIONAL TERMS AND CONDITIONS OF THIS LOAN AGREEMENT

1. **METHOD OF PAYMENT.** The Check is payment for your obligations under this Loan Agreement. We may negotiate the Check after close of business on the Payment Date, or thereafter, if you do not either: (1) pay the Total of Payments in Cash or other immediately available funds before close of business on your Payment Date, or; (2) schedule an appointment at the location where you obtained this Loan to pay the Total of Payments in Cash or other immediately available funds in person on your Payment Date. Appointment must be scheduled for a time prior to the close of business on your Payment Date. If you pay us the Total of Payments in Cash or other immediately available funds before close of business on your Payment Date or at a scheduled appointment on your Payment Date, we will return the Check to you.
2. **PREPAYMENT.** You may prepay the amount due under this Loan Agreement at any time in whole or in part, and will not incur any additional charge, fee or penalty. Interest at the rate set forth above in the Annual Percentage Rate disclosure shall be computed upon the principal balance outstanding from the date of this Loan Agreement, by using the simple interest method. We will cancel this Loan Agreement (including your obligation to pay the earned interest) if prior to the close of business on our next full business day, you prepay to us the Amount Financed in Cash. Your obligations under this Loan Agreement will be satisfied upon such prepayment.
3. **RENEWAL.** The total amount of interest and fees collected on this loan, and all renewals thereof, shall not exceed 75% of the original amount of this loan. You understand that our policy limits the number of renewals to two (2) and that each renewal must reduce the principal amount of the loan by no less than $25.
4. **DEFAULT.** You default on this Agreement if you fail to pay the Total of Payments on the Due Date or your Bank dishonors your Payment Item.
5. **LATE FEE** If this is a single payment loan and a payment is 15 days late you will be charged 5% of the payment due, but in no event more than $50.
6. **COLLECTION COSTS.** If it is necessary for us to bring suit to collect this Loan Agreement, then you agree to pay our attorney fees, not to exceed fifteen percent of the amount due and payable, together with any court costs assessed.
7. **ASSIGNMENT.** We may assign or transfer this Loan Agreement or any of our rights hereunder.
8. **VOLUNTARY ACH DEBIT AUTHORIZATION:** We will first deposit your check and if this check is returned for non-payment, you voluntarily authorize us, our agents, successors and assigns, to initiate ACH credit and debit entries to your banking account ("Your Account") for the amount owed. If your payment is returned for non-sufficient funds, you authorize us to initiate a separate debit entry for the return check fee of $25.00 (or the State Allowed returned item fee), accrued interest after due date, and applicable taxes and/or late fee. With your signed authorization, we will initiate debit entries to Your Account in accordance with the terms set forth in the Voluntary ACH Debit Authorization to debit Your Account. You further authorize your Bank to debit Your Account for the amount of theses electronic entries. This authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you terminate the Voluntary ACH Debit Authorization by notifying us in writing at Attn: ACH Payments, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069 in such time and manner as to afford us and your bank at least three (3) business days to cancel the Debit Authorization. By signing the Voluntary ACH Debit Authorization to debit Your Account, you acknowledge that we did not condition our extension of credit to you on your authorizing us to electronically debit Your Account. By initiating debit entries to your Bank Account, we do not waive our right to exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral. If you terminate your debit authorization, such termination will not constitute an event of default under this Agreement and will not adversely affect our decision to extend credit to y ou in the future. You acknowledge that the origination of ACH entries to Your Account must comply with applicable provisions of federal and state laws. Please note that you have the right to receive notice of all electronic fund transfers from Your Account that vary in amount, and that by signing the Voluntary ACH Debit Authorization, you agree to receive notice only when the debit entry amount falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount). The range of amounts for debits will be between one (1) regularly scheduled payment, plus (1) accrued interest after due date, (1) contractual NSF fee and/or one (1) contractual late charge assuming the sum of such amounts does not exceed twice the amount of a regularly scheduled payment. For any amount outside of this specified range, we will send you a notice at least 10 days prior to initiating such debit. **PLEASE NOTE THAT YOU ARE NOT REQUIRED TO AGREE TO THIS VOLUNTARY ACH DEBIT AUTHORIZATION IN ORDER TO OBTAIN SERVICES FROM US.** This Voluntary ACH Debit Authorization is for your convenience. By signing the Voluntary ACH Debit Authorization you agree to pay via the Voluntary ACH Debit Authorization, you acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing to receive notice of varying amounts of debits only when a debit exceeds the range specified above. You understand and acknowledge that you may terminate the Voluntary ACH Debit Authorization by notifying us at Attn: ACH Payments, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069, and 513-427-5888 in such time and manner as to afford us and your bank at least three (3) business days to cancel this Voluntary ACH Debit Authorization. You also authorize us to verify all of the information that you have provided to us or that you provide to the lender, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.
9. **AUTHORIZATION TO SERVICE TRANSACTION.** Prior to the Due Date, you authorize us to call you during reasonable hours at home or work to remind you of the Due Date. You further authorize us to obtain your Bank Account information to determine whether funds are available to pay your Payment Item. Finally, if you default on this Loan Agreement, then you authorize us to call you at the home or work phone numbers listed in your credit application (during reasonable hours and subject to your right to instruct us not to call you), to leave a message with a person or voice-mail service at either location stating our name and phone number, to write you at home, and to acquire locations information about you from personal contacts whom you identified in your credit application.
10. **PRIVACY NOTICE.** You acknowledge that you have received a copy of our Privacy Notice either on this date or within the last 12 months.
11. **TEXT MESSAGING.** You agree that, by providing your cell phone number and completing the cell phone number verification process, you have provided us with consent to deliver text messages to you in conjunction with the services you have requested. **Receiving text messages is optional and not a required condition for obtaining credit or other services from us. You may opt out of the text messaging service at any time.** You will receive text messages associated with your current Loan Agreement and all refinances, renewals, future transactions, and if applicable, after you have fulfilled your loan obligations with us. The text messages we send to you will provide you with information about your account, such as payment reminders, and the collection of your account, such as missed payments and past due alerts. You understand that the text messages we send may be seen by anyone with access to your cellular phone. Accordingly, you should take steps to safeguard your cellular phone and your text messages if you want them to remain private. **Message & Data Rates may apply:** We do not charge a fee for making text messages available to you, but you are responsible for any and all charges that may be imposed by your communications service provider for the confirmation text message and all subsequent text messages that we may send to you. Text messages may also include links to websites. To access these websites, you will need a web browser and Internet access. In addition to any two-way text messaging that may occur between us and you as applicable with your consent, it is our policy to send no more than a total of 15 (fifteen) text messages to you per month. In general, the messages we send will provide you with information about

your account. However, if you provide your cell phone number and sign the Agreement to Receive Marketing Text Messages and/or Telemarketing Calls located on page 2 of this Loan Agreement and/or in your Loan Application, we may send you text messages for marketing and/or promotional purposes. **SMS text message services are provided on an AS IS basis:** We will not be liable for any delays in the receipt of any text messages, as delivery is subject to effective transmission from your mobile network operator. Data obtained from you in connection with this SMS/text message service may include your name, address, cell phone number, your provider's name, the date & time, and content of your messages. It is your responsibility to provide us with a valid, accurate, and complete mobile number. Please notify us immediately if you change your mobile number or plan to provide your cell phone to another person. You may update your mobile number at any time by calling toll-free 1-888-979-4199 or by email at customersupport@flexicash.net . All text messages in electronic format shall be considered "in writing" to the extent allowed by law. If you have any questions about this policy, would like us to mail you a paper copy of this policy, or are having problems receiving or stopping our text messages, please contact us using the following information: By Mail – CCDF, LLC dba Flexicash Attn: Operations, 8050 Becket Center Dr., Ste 328, West Chester, OH 45069; By Email - customersupport@flexicash.net , or; Call toll-free 1-888-979-4199. **To Opt-Out or Stop Text Messaging:** If you wish to stop receiving marketing text messages from us, reply to any text message we have sent you and in your reply text simply type **"STOP."** If you wish to stop receiving all text messages from us, including those with account information about payment due dates or missed payments, type **"STOP ALL"** in the reply text that you send to us. Your stop request will become effective within one (1) day. You may also stop text messages by calling toll-free 1-888-979-4199. At our option, we may treat an invalid mobile number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive text messages. We will not charge any fees to process the withdrawal of your consent to receive text messages. **For Help or Support with Text Messaging:** If, at any time, you need information on how to stop text messages or would like to request additional information regarding our text messaging services, you may reply t o any text message we have sent to you and in the reply text simply type **"HELP."** Upon receiving your text message, we will send you a text message with this information. You may also call the 24-hour SMS information line toll-free at 1-888-979-4199 or send an email to customersupport@flexicash.net. You agree and consent to be contacted by us, our agents, employees, attorneys, affiliates, subsequent creditors, loan serving companies, and/or third-party collectors through the use of email, telephone calls, and/or SMS text messages to your cellular, home, or work phone numbers, as well as any other phone number you have provided in conjunction with this account, including the use of automatic telephone dialing systems, auto-dialers, or an artificial or pre-recorded voice. We reserve the right to revise this Text Message Policy at any time without prior notice. To review our Text Message Policy, you may call toll-free the 24-hour SMS toll-free information line at 1-888-979-4199. Please review our Text Message Policy from time to time so that you are timely notified of any revisions. We may also notify you by sending a text message with a link to the new policy. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses, including reasonable attorneys' fees and court costs, arising from your disclosure of a mobile phone number that is not your own or your violation of applicable federal, state or local laws, regulations or ordinances. Your obligation under this paragraph shall survive termination of the Agreement. We will not be liable for losses or damages arising from any delay in delivery or disclosure of account information to third parties

12. **AFFIRMATIVE CONSENT TO RECEIVE COMMERCIAL E-MAILS.** By signing this Loan Agreement, you authorize us to send you commercial electronic mail messages at the e-mail address you provided to us in your Loan Application. If you would like to stop receiving emails from us, you may notify us by email at optout@flexicash.net.
13. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant to us that (a) that you are at least 18 years of age and otherwise have the legal capacity to enter into this Agreement; (b) all of the information you provided to us in your credit application is true and correct; (c) the Account is open in your name at the bank as shown on your application; (d) you are not contemplating filing for bankruptcy within the next four (4) months, and have not consulted with an attorney or any other person concerning bankruptcy within the past two (2) months; and (e) you do not currently have an outstanding deferred deposit transaction with us.
14. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
15. **NOTICES, CREDIT REPORTING.** You agree that we may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to Teletrack or other credit reporting agencies. Any notice that we are required to provide under this Agreement or applicable law will be deemed reasonable if sent to you at the e-mail address you have provided us, As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
16. **LICENSING AGENCY.** The Missouri Division of Finance regulates and licenses us.
17. **GOVERNING LAW.** This Loan Agreement will be governed by the laws of the State of Missouri, except that the Arbitration Agreement shall be governed by the Federal Arbitration Act.

Borrower's Signature: Anabelle McCann **Date:** 09/17/2021 **Lender:** Jammie Hubbard

Signature of Lender's Authorized Representative

This Lender is regulated by:
Missouri division of Finance
P.O. Box 716
Jefferson City, MO 65102-0716
(573) 751-3463
DO NOT SENT PAYMENTS TO THIS ADDRESS

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ARBITRATION AGREEMENT

1. **DEFINITION OF CLAIM.** Claim means any claim, dispute, or controversy arising from or relating to this Agreement, this Transaction, any other agreement or transaction that you and we have ever entered into or completed, or any other conduct or dealing between you and us. A court or arbitrator interpreting the scope of this Arbitration Agreement should broadly construe the meaning of Claim so as to give effect to your and our intention to arbitrate any and all claims, disputes, or controversies that may arise between you and us. Consistent with this broad construction, Claim includes (but is not limited to) each of the claims, disputes, or controversies listed below.

A Claim includes any dispute or controversy regarding the scope, validity, or enforceability of this Arbitration Agreement. For example, a Claim includes any assertion by you or us that this Arbitration Agreement is unenforceable because applicable usury, lending, or consumer protection laws render the underlying Transaction void or unenforceable. A Claim also includes any assertion by you or us that this Arbitration Agreement is unenforceable because it lacks fairness or mutuality of obligations, conflicts with bankruptcy or other federal laws, improperly limits your or our remedies for the other's violation of laws, or unduly restricts your or our access to the court system. Finally, a Claim includes any assertion by you or us that this Arbitration Agreement is unenforceable because you or we did not receive notice of or understand its provisions, you or we need to discover the filing fees or administrative costs associated with commencing an arbitration proceeding, or you or we believe the arbitration firm or the arbitrator will be unfair or biased.

A Claim includes any claim that you assert against a person or entity related to us – including our parent company, affiliated companies, directors, officers, employees, agents, and representatives – and any claim that we assert against a person or entity related to you. For the purpose of this Arbitration Agreement, references to we, our, and us and references to you and your includes such related persons or entities. You and we agree that these related persons and entities may elect to arbitrate any Claim asserted against them even though they have not signed this Arbitration Agreement.

A Claim includes any statutory, tort, contractual, or equitable (i.e., non-monetary) claim. For example, a Claim includes any claim arising under the following: a federal or state statute, act, or legislative enactment; a federal or state administrative regulation or rule; common law (i.e., non-statutory law based on court cases); a local ordinance or zoning code; this Agreement or another contract; a judicial or regulatory decree, order, or consent agreement; or any other type of law.

A Claim includes (but is not limited to) any claim based on your or our conduct before you and we consummated this Transaction. For example, a Claim includes any dispute or controversy regarding our advertising, application processing, or underwriting practices, our communication of credit decisions, or our provision of cost-of- credit or other consumer protection disclosures.

A Claim includes any request for monetary damages or equitable remedies, whether such request is asserted as a claim, counterclaim, or cross-claim.

2. **MANDATORY ARBITRATION UPON ELECTION.** Subject to your right to reject arbitration (explained on page 2 of this Agreement) and subject to the small claims court exception (explained below), you and we agree to arbitrate any Claim if the person or entity against whom a Claim is asserted elects to arbitrate the Claim. **Consequently, if the person or entity against whom a Claim is asserted elects to arbitrate the Claim, then neither you nor we may file or maintain a lawsuit in any court except a small claims court and neither you nor we may join or participate in a class action, act as a class representative or a private attorney general, or consolidate a Claim with the claims of others.** A person or entity against whom a Claim is asserted may elect to arbitrate the Claim by providing oral or written notice to the person asserting the Claim (i.e., the claimant). Such notice need not follow any particular format but must reasonably inform the claimant that arbitration has been elected. For example, if you or we file a lawsuit against the other, then the other provides sufficient notice if the other orally informs the claimant that the other elects to arbitrate the Claim or if the other files a pleading (i.e. a document filed in court) requesting the court to stay (i.e. freeze) the court case and refer the Claim to arbitration.

3. **SMALL CLAIMS COURT EXCEPTION.** You and we may ask a small claims court to decide a Claim so long as no party to the small claims court lawsuit seeks to certify a class, consolidate the claims of multiple persons, or recover damages beyond the jurisdiction of the small claims court. If you file a small claims court lawsuit against us, then we lose the right to elect arbitration of your Claim (but not of other persons' Claims). In contrast, if we file a small claims court lawsuit against you, then you retain the right to elect arbitration of our Claim.

4. **ARBITRATION FIRM.** The American Arbitration Association ("AAA") (1-800-778-7879, www.adr.org) will administer the arbitration of Claims. The AAA will normally apply its Consumer Arbitration Rules then in effect to a Claim but may apply other types of procedural rules – such as the AAA's Commercial Arbitration Rules then in effect – if a party to the arbitration proceeding demonstrates that the application of such other procedural rules is appropriate. No matter what the arbitration firm's procedural rules provide, you and we agree that the arbitrator must issue a written decision and may award any type of remedy – including punitive damages and equitable relief – that a court or jury could award if the Claim were litigated. **You and we also agree that an arbitration firm may not arbitrate a Claim as a class action or otherwise consolidate the Claims of multiple persons.** You may request a copy of the AAA's Consumer Arbitration Rules and other procedural rules at the toll-free phone number or URL (universal resource locator) identified above. If you object to the AAA as the arbitration firm, then we consent to your substituting the Judicial Arbitration and Mediation Services ("JAMS"), http://www.jamsadr.com) for the AAA. **Although you may substitute the JAMS for the AAA, you may not substitute for the AAA any arbitration firm that refuses to enforce an arbitration agreement containing a class-action waiver. You may not substitute such an arbitration firm for the AAA because you and we waive any right to arbitrate a Claim on a class-action, representative-action, or consolidated basis.** When attempting to contact AAA or JAMS, please recognize that phone numbers and URL's change frequently; you may need to update the contact information provided above with your own research.

5. **PAYMENT OF ARBITRATION FEES; SELECTION OF FORUM.** If you file a Claim with the AAA or another arbitration firm, the firm will usually ask you to pay a filing fee and may also ask you to pay in advance for some of the expenses the firm will incur when administering the arbitration proceeding. Upon your written request, we will pay to the arbitration firm any fees or advance administrative expenses that the arbitration firm requires you to pay as a condition to your filing a Claim with the firm. Additionally, we will pay any fees or expenses the arbitration firm charges for administering the arbitration proceeding, any fees or expenses the individual arbitrator or arbitrators charge for attending the arbitration hearing, and any fees a court charges you to file a lawsuit appealing the arbitration decision. We will pay these fees and expenses whether or not you prevail in the arbitration proceedings in the county of your residence or in any different location in the United States of your choice.

6. **GOVERNING LAW.** You and we acknowledge that this Transaction involves interstate commerce. Accordingly, you and we agree that both the procedural and the substantive provisions of the Federal Arbitration Act, 9 USC §§ 1-16, govern the enforcement, interpretation, and performance of this Arbitration Agreement. Any court with jurisdiction may enforce this Arbitration Agreement. Additionally, any court with jurisdiction may enforce an arbitration decision rendered under this Arbitration Agreement if that arbitration decision has been properly registered as a judgment.

7. **SURVIVAL; BINDING EFFECT; SEVERABILITY.** You and we retain the right to invoke this Arbitration Agreement and to compel the arbitration of Claims even after your and our respective obligations under this Agreement have been completed, defaulted, rescinded, or discharged in bankruptcy. This Arbitration Agreement binds the heirs, successors, and assigns – including any bankruptcy trustee – of both you and us. Finally, if a court or arbitrator determines that the class action waiver contained in this Arbitration Agreement is unenforceable, then you and we agree that the court or arbitrator must fully enforce the remaining provisions that have not been invalidated.

8. **NOTICE-OF-GRIEVANCE AGREEMENT.** If the person or entity against whom a Claim is asserted declines to arbitrate the Claim or if a court or arbitrator determines that the above Arbitration Agreement is unenforceable, then you and we agree that neither you nor we may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class that arises from or relates to a Claim until the claimant has provided the other party written notice of the asserted Claim and afforded the other party a reasonable period after the giving of the written notice to take corrective action. If applicable law provides a time period which must elapse before certain action can be taken, then that time period will be deemed reasonable for the purpose of the preceding sentence.

By signing below, you and we agree to the Arbitration Agreement and the Notice-of-Grievance Agreement, each of which is set forth above.

Borrower's Signature: Arabella Wignate **Date:** 09/17/2021 **Licensee:** Jamie Hubbard

Signature of Licensee's Authorized Representative

Electronically Filed - MARION HANNIBAL - September 18, 2023 - 10:21 AM

VOLUNTARY
ACH DEBIT AUTHORIZATION

Transaction Number: 201713

Transaction Date: 09/17/2021

VOLUNTARY ACH DEBIT AUTHORIZATION We will first deposit your check and if this check is returned for non-payment, you voluntarily authorize us, our agents, successors and assigns, to initiate ACH credit and debit entries to your banking account ("Your Account") for the amount owed. If your payment is returned for non-sufficient funds, you authorize us to initiate a separate debit entry for the return check fee of $25.00 (or the State Allowed returned item fee), interest accrued after due date, and applicable taxes and/or late fee. With your signed authorization, we will initiate debit entries to Your Account in accordance with the terms set forth in the Voluntary ACH Debit Authorization to debit Your Account.

You further authorize your Bank to debit Your Account for the amount of theses electronic entries. This authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you terminate the Voluntary ACH Debit Authorization by notifying us in writing at Attn: ACH Payments, 8050 Beckett Center Dr., Ste 328, West Chester, OH 45069 in such time and manner as to afford us and your bank at least three (3) business days to cancel the Debit Authorization.

By signing the Voluntary ACH Debit Authorization to debit Your Account, you acknowledge that we did not condition our extension of credit to you on your authorizing us to electronically debit Your Account. By initiating debit entries to your Bank Account, we do not waive our right to exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral. If you terminate your debit authorization, such termination will not constitute an event of default under this Agreement and will not adversely affect our decision to extend credit to you in the future. You acknowledge that the origination of ACH entries to Your Account must comply with applicable provisions of federal and state laws.

Please note that you have the right to receive notice of all electronic fund transfers from Your Account that vary in amount, and that by signing the Voluntary ACH Debit Authorization, you agree to receive notice only when the debit entry amount falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount). The range of amounts for debits will be between one (1) regularly scheduled payment, plus (1) accrued interest after due date (1) contractual NSF fee and/or one (1) contractual late charge assuming the sum of such amounts does not exceed twice the amount of a regularly scheduled payment. For any amount outside of this specified range, we will send you a notice at least 10 days prior to initiating such debit.

PLEASE NOTE THAT YOU ARE NOT REQUIRED TO AGREE TO THIS VOLUNTARY ACH DEBIT AUTHORIZATION IN ORDER TO OBTAIN SERVICES FROM US.

This Voluntary ACH Debit Authorization is for your convenience. By signing the Voluntary ACH Debit Authorization you agree to pay via the Voluntary ACH Debit Authorization, you acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing to receive notice of varying amounts of debits only when a debit exceeds the range specified above. You understand and acknowledge that you may terminate the Voluntary ACH Debit Authorization by notifying us at Attn: ACH Payments, 8050 Beckett Center Dr. Ste 328, West Chester, OH 45069 and 513-427-5888 in such time and manner as to afford us and your bank at least three (3) business days to cancel this Voluntary ACH Debit Authorization. You also authorize us to verify all of the information that you have provided to us or that you provide to the lender, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.

Borrower's Signature	Bank Name	Account Number	Routing Number
	[redacted]	[redacted]	[redacted]

09/17/2021
Date

Borrower's Thumbprint