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IN THE CIRCUIT COURT OF NEWTON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

Fintech Franchise Network Servicing Company, LLC (d/b/a Bright SIde Loans LLC)	)	
Plaintiff,	)	
vs.	)	Case No.
	)	Division
Kevin Thompson 10513 HIGHWAY M Granby MO 64844	)	
Defendant.	)	

PETITION

COMES NOW, Plaintiff Fintech Franchise Network Servicing Company, LLC (d/b/a Bright SIde Loans LLC) and for its cause of action against Defendant Kevin Thompson, states as follows:

1. This Court has original jurisdiction over this controversy, as Defendant is a resident of Missouri. Venue in this Circuit is proper because the Defendant resides in this county.

2. Plaintiff and Defendant entered into a written contract. A copy of said written contract is attached hereto and marked "Exhibit A".

3. Plaintiff fully performed as agreed.

4. Defendant breached said written contract by failing to pay to Plaintiff the full agreed sum and now owes Plaintiff in the principal amount of $955.94, interest charges in the amount of $174.17, plus interest at the statutory rate of 9.00% from and after the date of judgment.

5. Demand has been made upon Defendant, but the balance remains due and unpaid.

WHEREFORE, Plaintiff Fintech Franchise Network Servicing Company, LLC (d/b/a Bright SIde Loans LLC) prays for judgment against Defendant Kevin Thompson, for the principal sum of $955.94, interest charges in the amount of $174.17, and for interest thereon at the statutory rate of 9.00% per annum from and after the date of judgment, and court costs.

BERMAN & RABIN, P.A.

Daniel S. Rabin #37315
drabin@bermanrabin.com
Benjamin N. Hutnick #63668
bhutnick@bermanrabin.com
P.O. Box 480707
Kansas City, MO 64148
Phone: 913-649-1555
ATTORNEYS FOR PLAINTIFF

127614-65

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This loan agreement has been accepted.

Please Scroll Down To Review The Agreement.
Click On Each Yellow Box Below To Sign The Agreement.

CONSENT TO ELECTRONIC COMMUNICATIONS: You must consent to transact business with Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) through electronic communications in order for us to process your loan request. The following terms and conditions govern electronic communications in connection with your loan request, Loan Agreement (if approved) and any communications regarding your account with us (the "Consent").

By electronically signing this Consent, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records.

You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, the Truth in Lending disclosures set forth in the Loan Agreement, Privacy Policy, fee and transaction information, statements, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our website, https://www.brightsideloans.com, or by sending it to you by email from us or any vendor/servicer contracted through us at any time.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at customerservice@brightsideloans.com or by calling us at 888-708-0907. You can withdraw your consent to ongoing electronic communications in the same manner, and ask that Communications be sent to you in paper or non-electronic form. We will provide you with paper copies at no charge.
- You agree to provide us with your current email address for notices, which unless notified otherwise we assume is the email address indicated above. If your email address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by sending us an email at customerservice@brightsideloans.com], using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 5.01+ and above, and other web browsers support this feature. You will also need a printer connected to your computer to print disclosures/notices. We do not provide ISP services. You must have your own Internet Service Provider.
- You agree that you are able to view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Consent for your records.
- You acknowledge and agree that when you click "Submit" on the application, you are providing your electronic signature on this document. By electronically signing this document, you are agreeing to all of its terms and conditions, all of which shall also apply for the benefit of both us and our successors and assigns. You agree that your electronic signature shall have the same force and effect and shall bind you to this document in the same manner and to the same extent as a physical signature would do, in accordance with the Electronic Signature in Global and National Commerce Act (ESIGN) to the extent applicable.

You are free to withdraw your Consent at any time and at no charge. If at any time you wish to withdraw your Consent, you can send us your written request by mail to 333 Pierce Itasca, IL, 60143 with the details of such request. If you decide to withdraw your Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

Signature: Kevin thompson

Exhibit A

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FACTS	WHAT DOES Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) (together with its successors and assigns, "Bright Side") DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and checking account information • Credit history and employment information
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bright Side chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bright Side share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— To offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes— Information about your transactions and experiences	NO	We don't share
For our affiliates' everyday business purposes— Information about your creditworthiness	NO	We don't share
For our affiliates to market to you	NO	We don't share
For nonaffiliates to market to you	YES	YES

To limit our sharing	• Call 888-708-0907 -our menu will prompt you through your choice(s) or • Visit us online: [illegible] Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing
Questions?	Call 888-708-0907 or go to [illegible]

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Who we are	
Who is providing this notice?	Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) (together with its successors and assigns, "Bright Side")

What we do	
How does Bright Side protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bright Side collect my personal information?	We collect your personal information, for example, when you • apply for a loan or give us your income information • provide account information or provide employment information • give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all the sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Bright Side affiliates are Fintech Franchise Network SPV #1 LLC and Fintech Franchise Network Servicing Company, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Nonaffiliates we share with can include financial institutions, lenders, lead generators, and those promoting our products.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include lead generators, financial institutions, and those promoting our products.*

Other important information

Signature: Kevin thompson

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Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC)
UNSECURED INSTALLMENT LOAN AGREEMENT

Account No.: [redacted] Lender: Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) Address: 333 Pierce, Itasca, IL, 60143 Phone: 888-708-0907	Date of Agreement: 4/10/2023 Effective Date: 4/11/2023 Borrower: Kevin Thompson Address: [redacted] Phone: [redacted]

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after making all payments as scheduled.
174.34%	$1,156.15	$1,000.00	$2,156.15

PAYMENT SCHEDULE: Your Payment Schedule will be:

Payments No.	Amount of Payments	When Payments Are Due
51	$41.48	Weekly beginning 4/21/2023
1	$40.67	4/12/2024

Prepayment: If you prepay in full or in part, you will not have to pay a penalty.

See your contract documents for any information about nonpayment, default, required repayments in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:

1. Loan Amount:	$	1,000.00
A. Amount given to you directly	$	1,000.00
B. Amount paid on your account N/A with us.	$	N/A
2. Less: Prepaid Finance Charges of:		
Loan Origination Fee:	$	0.00
3. Amount Financed (1 minus 2):	$	1,000.00

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Terms and Conditions

The Parties. This Unsecured Installment Loan Agreement this "Agreement") is between Kevin Thompson ("you", "your", "Borrower") and Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) (together with its successors and assigns, "we", "us", "our", "Lender", "Bright Side") located at 333 Pierce, Itasca, IL, 60143. The Federal Truth-in-Lending Disclosures above are incorporated as part of the terms and conditions of this Agreement.

Loan Term. We agree to loan you $1,000.00 to be repaid as detailed above in the payment schedule contained in the Federal Truth in Lending Disclosures (the "Loan"). You will be charged a Finance Charge to be assessed on the first day of the billing month. The Loan and Finance Charge are collectively referred to as the "Total of Payments."

Approval and Obtaining Loan Proceeds. In order to complete your transaction with us, you must electronically sign this Agreement by typing your name below. If approved, then we will use commercially reasonable efforts to initiate a credit entry of the Loan proceeds into the Bank Account listed below on or before the Effective Date listed above. We will use commercially reasonable efforts to initiate a credit entry of the Loan proceeds into the Bank Account listed below on or before the Effective Date listed above. We deposit the Loan proceeds directly to your Bank Account via an ACH Credit, unless the proceeds of this Loan are used to repay an existing obligation to us. Therefore, you hereby voluntarily authorize us, our successors or assigns, to initiate an automatic credit entry to your banking account: Account type: C; Bank routing and transit number: [redacted] and Account Number [redacted] ("Bank Account"). You agree that we will Initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If you revoke this authorization before we credit the Loan proceeds, then we will not be able to deposit the Loan proceeds into your Bank Account. We rely on the representations of you and other parties in determining the Effective Date. Despite our best efforts, unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of borrower verification details (if required), inadvertent processing errors, "acts of God," and/or "acts of terror" may extend the time for the deposit. If we are unable to verify your information by the Effective Date, your Loan request will not be approved, we will not fund the Loan, and you will not incur a finance charge or any fees.

Promise to Pay. You promise to pay Bright Side or any assignee the principal sum of $1,000.00("Amount Financed") plus interest at a rate of 175.00% per year ("Contract Rate"). You also promise to pay Bright Side or any assignee all other charges provided for under this Agreement. You agree to make payments on the dates and in the amounts shown in the Payment Schedule above, or as may be later modified ("Payment Due Dates").

If the Payment Due Date falls on a weekend or bank holiday, then such payment shall be considered timely paid if paid on the following business day. A business day is defined as any day of the week excluding Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Juneteenth National Independence Day, Thanksgiving and Christmas Day ("Business Day").

Finance Charge. The Finance Charge includes the interest on your Loan. Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date. Interest will accrue until you pay the unpaid principal balance in full. However, after maturity or acceleration, any unpaid principal shall continue to accrue interest until repaid in full at either (1) the Contract Rate or (2) the maximum rate allowed by law, whichever is less. We calculate interest by applying the Contract Rate to the principal balance and dividing that result by the number of days in the year. In calculating your payments, we have assumed you will make each payment on the day and in the amount due set forth in the Payment Schedule, including as modified by the Lender and the Borrower. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance.

Time is of the essence. Interest will continue to accrue on past due amounts in accordance with this Agreement and as permitted by applicable state law. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by applicable state law for this Loan. If the amount collected is found to have exceeded the highest rate or charge allowed, Lender will refund an amount necessary to comply with the law.

Payments. Lender will apply your payments first to any outstanding charges or late fees, then to earned interest and finally to principal, unless otherwise required by applicable state law.

Prepayment. You may prepay in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule until this Loan is paid in full.

Alternative Forms of Credit. This Loan has a high interest rate and is not intended to provide a solution for longer term credit or other financial needs. Alternative forms of credit may be less expensive and more suitable for your financial needs. Please consider your ability to repay the Loan and if you are having financial difficulties, you should seek the assistance of financial counselors. Please carefully read the terms of this Agreement before executing.

Right to Cancel. YOU MAY CANCEL THIS LOAN, WITHOUT FINANCE CHARGES OR ANY COSTS, NO LATER THAN 5:00 PM CENTRAL TIME OF THE NEXT BANKING DAY IMMEDIATELY FOLLOWING THE EFFECTIVE DATE ("CANCELLATION DEADLINE") BY EMAILING CUSTOMERSERVICE@BRIGHTSIDELOANS.COM OR BY FAX TO 888-801-1541. IN THE EVENT THAT WE TIMELY RECEIVE YOUR WRITTEN NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT BEFORE THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED. IN THE EVENT THAT WE TIMELY RECEIVE YOUR WRITTEN NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT **AFTER** THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, THEN YOU AUTHORIZE US TO

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EFFECT A DEBIT ENTRY TO YOUR BANK ACCOUNT FOR THE PRINCIPAL AMOUNT OF YOUR LOAN SUBJECT TO THE FOLLOWING: (1) IF WE RECEIVE THE PAYMENT OF THE PRINCIPAL AMOUNT BY THE DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED, OR (2) IF WE DO NOT RECEIVE PAYMENT OF THE PRINCIPAL AMOUNT OF YOUR LOAN BY DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

Payment Methods. You are required to make the payments for each installment period on or before the Payment Due Dates and if on the final scheduled Payment Due Date you still owe amounts under this Agreement you will pay those amounts in full on that date. If you elected to make your payments electronically, such as by automatic electronic debit (ACH), or debit card, then your payments plus any fees due to us (if applicable) will be automatically initiated by us in accordance with this Agreement and your payment authorization. You are not required to pay via ACH or debit card as a condition for receiving credit from us. PLEASE NOTE: If you revoke your payment authorization, then you are still obligated to pay the amounts owed as scheduled. If you elect to mail your payments by certified check or money order (i) all payments must be mailed to: 333 Pierce, Itasca, IL, 60143, and (ii) payments must reach this address by 5:00 pm Central Time on or before the scheduled Payment Due Date. Please contact us at 888-708-0907 for other payment methods that may be available. Regardless of the payment method used, a payment must be received by us on or before the scheduled Payment Due Date.

Security. No security interest is taken or given in connection with this Loan. If you have voluntarily selected to repay by electronic debits as set forth in the ACH Authorization below, you agree that such agreement does not constitute and is not intended to constitute a security interest in your bank account.

Consumer Reports. You authorize us to obtain consumer reports about you in connection with your request for credit, and at any time that you owe us money under this or any Agreement. You agree that we may investigate your credit history and credit capacity in connection with establishing, modifying, extending, and/or enforcing your Loan and may share information about you and your Loan with credit reporting agencies and others as allowed by applicable law.

Credit Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults reflecting on your Loan may be reflected in your credit report and may negatively impact your credit score.

Electronic Check Re-Presentment Policy. In the event a check is returned unpaid for insufficient or uncollected funds, we may re-present the check electronically as described in the Check Conversion Notification below. In the ordinary course of business, the check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

Check Conversion Notification. If you provide a check as payment, you agree we can either use the information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For questions, please call our customer service number, 888-708-0907.

Lender's Rights in the Event of Default. Upon the occurrence of any event of default, Lender may, subject to your right to cure and after providing all notices required by law, demand payment in full at once, and exercise any and all rights and remedies under applicable law. Borrower agrees to pay all costs of collecting this loan, including reasonable attorney's fees and court costs, not to exceed fifteen percent (15%) of the amount due under this Agreement to the extent permitted by applicable law.

Assignment. Borrower's obligations under this Agreement are not assignable. The rights and obligations of Lender under this Agreement, and all documents and instruments associated herewith, may be assigned, pledged, or transferred by Lender at any time, without notice to borrower, except as required by law.

Waivers. Except as is otherwise required by applicable law, Borrower agrees that Borrower must pay Lender, even if Lender does not give Borrower notices such as demand, presentment, notice of dishonor and protest or follow all of the legal procedures that Lender might be required to follow in the absence of this waiver. Lender's rights and remedies will not be impaired by an extension of time or other accommodation that Lender makes. None of Lender's rights under this Agreement will be waived by Lender's making an accommodation for Borrower. No waiver, consent or approval by Lender or any change or amendment of any term of this Agreement shall be effective unless it is in writing and signed by Lender. Lender may delay enforcing any of its rights without losing them. Lender can enforce this Agreement against Borrower's heirs and legal representatives.

Call Monitoring. You understand that, from time to time, we may monitor telephone calls between you and us for quality assurance purposes.

Servicing Communications and Communications After Default. You authorize Lender and its authorized representatives to contact you according to your consent or according to your account preferences, as modified by you. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application or otherwise provided to us, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application or otherwise provided to us, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using auto dialers or pre-recorded message, including calls to your mobile phone.

Signature: Kevin thompson (this provision is optional)

Text Message Policy. By providing your cell phone number, you have provided us with express consent to send you text

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messages in conjunction with the services you have requested. Your cellular provider's Msg & Data Rates may apply to our confirmation message and all subsequent messages.

You understand the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private. NO CONFIDENTIAL INFORMATION SHOULD BE SENT VIA TEXT MESSAGE.

Please notify us immediately if you change mobile numbers or plan to provide your phone to another person.

If we modify this Text Message Policy, then we will notify you by sending you a text message with a link to the new policy. We may terminate our text message program at any time.

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: Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC), 333 Pierce, Itasca, IL, 60143, customerservice@brightsideloans.com, 888-708-0907.

You agree and consent to be contacted by the Company, our agents, employees, attorneys, affiliates, subsequent creditors, loan servicing companies, and third-party collectors through the use of email, and/or 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 prerecorded voice.

- Opt-out or STOP

This policy applies to the text messages sent by Bright Side to our customers while and after they use our product. If you wish to stop receiving text messages from Bright Side, reply to any text message we have sent you and, in your reply, simply type STOP. Your stop request will become effective in three business days. You may also stop text messages by calling us or emailing us using the following information: Bright Side Loans LLC, 333 Pierce, Itasca, IL, 60143, customerservice@brightsideloans.com, 888-708-0907.

- Help or Support

If at any time you need our contact information or information on how to stop text messages, reply to any text message we have sent you and, in the reply, simply type HELP. Upon receiving your text message, we will send you a text message with this information. It is our policy to send no more than 10 unsolicited message(s) per month unless engaged in a text conversation or your account has become past due. In general, the messages we send provide you with information about your account. Some of the text message we send may include links to websites. To access these websites, you will need a web browser and Internet access.

Signature: Kevin thompson (this provision is optional)

Privacy Policy. Federal law requires us to tell you why and how we collect, share, and protect your personal information in a Privacy Policy. Our Privacy Policy is posted on our website at https://www.brightsideloans.com/privacy-policy. You acknowledge receipt of the Privacy Policy in connection with this Agreement. You have downloaded and/or printed a copy for your records. If you would like us to send you a printed copy of the Privacy Policy, you may request one by writing to us at 333 Pierce, Itasca, IL, 60143 or call us at 888-708-0907.

Governing Law; Severability. This Agreement is governed by the laws of the State of Missouri and applicable federal consumer lending law, except that the Jury Trial Waiver and Arbitration Clause is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-9. If any provision of this Agreement is held unenforceable, including any provision of the Jury Trial Waiver and Arbitration Clause, the remainder of this Agreement will remain in full force and effect.

Notice, Delays in Payment Processing. We are not responsible for any delays in processing payments or requests to revoke payment authorizations, to the extent such delays occur due to "acts of God"; "acts of terror"; acts of civil or military authority; government regulations; quarantine or shelter-in-place restrictions or guidelines including, but not limited to, those issued by the World Health Organization (WHO) or Center for Disease Control; pandemics; or any other event beyond our control.

Entire Agreement. This Agreement and any arbitration agreement constitute the entire agreement between you and us. **Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

Jury Trial Waiver and Arbitration Clause

By signing this Agreement, you agree to the Jury Trial Waiver and Arbitration Clause ("Clause"). You also understand that this Clause supersedes the arbitration provision in your application. In addition, this Clause applies to any modification of this Agreement.

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Background and Scope.

What is arbitration?	**An alternative to court.**	In arbitration, a third party ("Arbiter") resolves disputes informally. You, related third parties, and we waive the right to go to court. Such "parties" waive jury trials.
Is it different from court and jury trials?	**Yes.**	Any required hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery." The decision is usually final. Courts rarely overturn Arbiters.
Who does the Clause cover?	**You, Us, and Others.**	This Clause governs you and us; your heirs; our successors, assigns, affiliates and controlling parties; and "related parties" who have provided services in connection with any loan to you.
Which Claims are covered?	**Almost All Claims.**	This Clause governs all "Claims" of one party against another. In this Clause, the word "Claims" has the broadest reasonable meaning consistent with this Clause. It includes all claims even indirectly related to your application, the loan, this Agreement and other agreements with us. It includes claims related to information you previously gave us. It includes all past agreements. It includes extensions, renewals, refinancings or payment plans. It includes claims related to collections, privacy and customer information. However, it DOES NOT include claims related to the validity, enforceability, coverage or scope of this Clause. Those claims shall be determined by a court.
Are you waiving rights?	**Yes.**	**You waive your rights to:** 1. **Have juries resolve Claims.** 2. **Have courts, other than small-claims courts, resolve Claims.** 3. **Bring Claims as a private attorney general or representative.** 4. **Have Claims decided in a class action.**
Are you waiving class action and similar rights?	**Yes.**	**THIS CLAUSE DOES NOT ALLOW CLASS ACTIONS. You waive your right to be in a class action or a class arbitration**, either as a representative or a member. Only individual arbitration, or small-claims courts, will resolve Claims. You waive your right to bring representative Claims. **Unless reversed on appeal, if a court invalidates this waiver, the Clause will be void.**
Are you waiving your right to seek a public injunction?	**Yes, if permitted under the FAA.**	You also waive your right to seek a public injunction if such a waiver is permitted by the FAA. If a court decides that such a waiver is not permitted, and that decision is not reversed on appeal, your Claim for a public injunction will be decided in court and all other Claims will be decided in arbitration under this Clause. In such a case the parties will request that the court stay the Claim for a public injunction until the arbitration award regarding individual relief has been entered in court. **In no event will a claim for public injunctive relief be arbitrated.**
What law applies?	**The FAA.**	This transaction involves interstate commerce, so the FAA governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege rules.
How should you contact us?	**By mail.**	You must send any mail or notice regarding arbitration to Bright Side Loans LLC at 333 Pierce, Itasca, IL, 60143 Attn. Arbitration Notice. You can call us at 888-708-0907 or use certified mail to confirm receipt.
Can a small-claims court resolve any Claims?	**Yes.**	We will not require you to arbitrate a Claim you bring on an individual basis in small-claims court. However, if there is an appeal from small-claims court, or if a Claim changes so that the small-claims court loses the power to hear it, then the Claim will only be heard by an Arbiter.
Will this Clause continue to govern?	**Yes, unless otherwise agreed.**	The Clause stays effective unless the parties sign an agreement stating it doesn't. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay or pay. It governs if the Agreement is discharged through bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration or performance.

Process.

What must a party do before starting a lawsuit or arbitration?	**Send a written Claim notice and work to resolve the Claim.**	Before starting a lawsuit or arbitration, the complaining party ("Claimant") must give the other party (the "Responding Party") written notice of the Claim. The notice must explain in reasonable detail the nature of the Claim and any supporting facts. You or an attorney you have personally hired must sign the notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as our written notice of a Claim. Once a Claim notice is sent, the Claimant must give the Responding Party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
Who manages arbitrations?	**AAA, JAMS, or an agreed Arbiter.**	The Claimant selects the company to manage the arbitration—either the American Arbitration Association ("AAA") (1-800-778-7879), www.adr.org, or JAMS (1-800-352-5267), www.jamsadr.com. The parties may also agree in writing to a local attorney, retired judge or Arbiter in good standing with another arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with this Clause don't apply. If these options aren't available, a court may choose the Arbiter. Such Arbiter must enforce your agreements with us, as they are written.
How does a Claimant start an arbitration?	**By following the**	To start an arbitration, the Claimant must follow the rules of the arbitration company the Claimant selects.

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	arbitration company's rules.	
How is arbitration demanded?	**By written notice or motion to compel arbitration.**	To require arbitration, the Responding Party may mail the Claimant a demand to arbitrate or file a motion to compel arbitration. The Responding Party does not waive the right to require arbitration by bringing a different Claim against the Claimant in court. Once the Respondent demands arbitration, it is up to the Claimant to start an arbitration.
Will the hearing be held nearby?	**Yes.**	The Arbiter will order any hearing near your home and as may be required by applicable law.
What about appeals?	**Appeals** are **limited.**	The Arbiter's decision is generally final. However, if the amount in controversy exceeds $ 10,000.00, a party may appeal the Arbiter's finding. Such appeal will be to a three-Arbiter panel from the same arbitration group. The appeal will be de novo, and resolved by majority vote. The appealing party bears appeal costs, despite the outcome. Also, a party may appeal under the FAA. A party may file the Arbiter's award with the proper court.

Arbitration Fees and Awards.

Will we advance Arbitration Fees?	Yes.	We will advance the arbitration fees if you ask us to in good faith. This includes filing, administrative, hearing and Arbiter's fees.
When do we cover your attorneys' fees?	**If you win.**	We will cover your reasonable attorneys' fees and costs if you win.
Will you ever have to pay Arbitration Fees?	**Sometimes, but only if you lose.**	If the Arbiter awards you funds, you don't need to repay us the Arbitration Fees. Also, you don't need to repay us if the Arbiter decides it would be unfair to make you repay us. Unless you act in bad faith, you never have to repay us more than the amount of state court costs.
What happens if you win?	**You could get more than the Arbiter awarded.**	If you follow the steps set forth in response to the question " What must a party do before starting a lawsuit or arbitration?" and an Arbiter awards you more than our final settlement offer or we don't make a settlement offer, we will pay three amounts. We will pay (1) the award, excluding attorneys' fees and costs, plus (2) the "bonus payment," plus (3) the "attorney payment." The bonus payment is 10% of the award. The attorney payment is 110% of your reasonable attorneys' fees and costs.
Can an award be explained?	**Yes.**	A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.

Other Options.

If you don't want to arbitrate, can you opt-out of the Clause?	Yes. **Within 60 days.**	Write us within 60 calendar days of signing this Agreement to opt-out of this Clause. List your name, address, loan number and date. This is the only way you can opt out.

THIS LOAN CARRIES A VERY HIGH INTEREST RATE. YOU MAY BE ABLE TO OBTAIN CREDIT UNDER MORE FAVORABLE TERMS ELSEWHERE. WE STRONGLY ENCOURAGE YOU TO PAY OFF THE LOAN AS SOON AS POSSIBLE. YOU HAVE THE RIGHT TO PAY OFF ALL OR ANY PORTION OF THE LOAN AT ANY TIME WITHOUT INCURRING ANY PENALTY. YOU WILL, HOWEVER, BE REQUIRED TO PAY ANY AND ALL INTEREST THAT HAS ACCRUED FROM THE EFFECTIVE DATE UNTIL THE PAYOFF DATE.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

WARNING: This loan is not intended to meet long-term financial needs. This loan should be used only to meet short-term cash needs. The cost of your loan may be higher than loans offered by other lending institutions. This loan is regulated by the Missouri Division of Finance, Truman State Office Building, Room 630, Jefferson City, MO 65102, (573) 751-3242.

Acknowledgements and Electronic Signature:
You acknowledge and represent that:

a. The information given in connection with this Agreement is true and correct;
b. You have the financial ability to repay in accordance with this Agreement;
c. You authorize Lender to verify the information given in connection with this Agreement and give Lender consent to obtain information on you from consumer reporting agencies or other services;
d. This Agreement was filled in before you signed it;
e. You had an opportunity to print a completed copy of this Agreement for your records;
f. (F) You are 18 years of age or older; and
g. (G) You are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under the U.S. bankruptcy code.

BY TYPING YOUR NAME BELOW, YOU UNDERSTAND THAT YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT.

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YOU AGREE THAT THIS ELECTRONIC SIGNATURE HAS THE FULL FORCE AND EFFECT OF YOUR PHYSICAL SIGNATURE AND THAT IT BINDS YOU TO THIS AGREEMENT IN THE SAME MANNER A PHYSICAL SIGNATURE WOULD.

Signature: Kevin thompson

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Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) PAYMENT SELECTION AND AUTHORIZATION

You must select your desired payment method:

Option #1 ☑ **CONVENIENCE PAY OPTION** – By checking this box, you agree to make your payments by automatic recurring electronic debits, in accordance with this authorization ("Payment Authorization"). **Only check this box and sign this Payment Authorization if you want to make your loan payments by automatic recurring electronic debits.**

Bank Account. By checking the box above and signing below, you voluntarily authorize us, and our successor and assigns, to initiate automatic electronic funds transfers by Debit Card entries (if provided) and/or Automated Clearinghouse debit entries ("ACH") as set forth below for scheduled payments in accordance with this Payment Authorization and your Loan with Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) ("Loan Agreement") from the following bank account ("Your Bank Account"):

Bank Name: SOUTHWEST MISSOURI BANK; Bank ABA routing number: [redacted] Bank Account number: [redacted]

Debit Card number (if provided): xxxx-xxxx-xxxx-xxxx-xxxx-xxxx[redacted]
If you have provided us with a Debit Card, then you represent that the Debit Card is linked to Your Bank Account.

For purposes of this Payment Authorization, "Bank Account" includes any bank account that you provide to us, from which you intend to permit recurring payments.

Debit Entries and Re-initiation: You authorize us to initiate payments to be debited from Your Bank Account on each payment due date or thereafter for the amount owed, or any lesser amount you owe under your Loan Agreement with us. The funds may be debited by Debit Card or ACH as set forth below. You authorize us to re-initiate any debit entry up to two additional times for the same amount if the debit entry is dishonored. If your Payment Due Date is on a nonbusiness day, it will be processed on the next Business Day.

Correction of Errors: You also authorize us to make debits or credits to your Bank Account to correct any error we make in crediting or debiting funds.

Payment Method Order: If you have provided us with a Debit Card, then we will initiate debit entries first through your Debit Card. If funds are not collected by debit card processing, then we will initiate debit entries for the same payment as an ACH debit. If you have not provided us with a Debit Card, then we will initiate each debit entry as an ACH debit. No more than three (3) debit entries will be submitted for each payment, to the extent permitted by law or the NACHA rules.

Transfers of Varying Amounts: You have the right to receive notice of all transfers varying in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring electronic debiting (in lieu of providing the notice of transfers in varying amount). The range of any debit will be in an amount up to the scheduled payment amount owed under the Loan Agreement. For any recurring debit entry outside of this specified range, we will send you a notice. Therefore, by agreeing to the terms of this Payment Authorization you choose to receive notice only when a recurring debit entry amount exceeds the range specified. You agree that the debit entries authorized herein are voluntary, and that the scheduled entries will recur at substantially regular intervals.

Verification: If there is any missing or erroneous information in or with your loan application regarding Your Bank Account or Debit Card (if provided), then you authorize us to verify and correct such information.

Revocation: You may revoke this Payment Authorization or request a change to the timing of scheduled electronic debits by contacting us in writing at customerservice@brightsideloans.com or at 333 Pierce, Itasca, IL, 60143, or by phone at 888-708-0907. You must contact us at least three (3) business days prior to when you wish to revoke the Payment Authorization. You acknowledge that your Payment Authorization will remain in effect until the earlier of the following occurs: (1) You pay in full or, (2) You revoke the Payment Authorization. If you revoke the Payment Authorization you are still responsible for making your payment and you must make arrangement with us to do so. If you revoke this Payment Authorization, such revocation will not adversely affect our decision to extend credit to you in the future.

Right to stop payment and procedure for doing so. If you have told us in advance to take regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call us at **888-708-0907**, write to us at, **333 Pierce, Itasca, IL, 60143**, or email us at **customerservice@brightsideloans.com** in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Confidentiality. We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers, or (ii) In order to comply with government agency or court orders, or (iii) If you give us your written permission.

You acknowledge that the debit entries you authorize comply with U.S. law.

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Optional EFT Authorization: YOU UNDERSTAND THAT AUTHORIZING ACH IS OPTIONAL, NOT A CONDITION OF OBTAINING CREDIT, AND MAY BE REVOKED AT ANY TIME THIS PAYMENT AUTHORIZATION IS FOR YOUR CONVENIENCE IN MAKING PAYMENTS UNDER THE LOAN AGREEMENT. BY SIGNING THIS PAYMENT AUTHORIZATION, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY CHOOSING TO PAY ELECTRONICALLY, AND YOU ARE CHOOSING ONLY TO RECEIVE NOTICE OF VARYING TRANSFERS WHEN A TRANSFER EXCEEDS THE RANGE SPECIFIED ABOVE.

Option #2 ☐ **CALL Bright Side TO PAY** – By checking this box, you agree to make your payments by calling Bright Side each time your payment is due to authorize each payment by a single-payment electronic debit. If you choose to make your payments by single-payment electronic debits, then you must call us at 888-708-0907 on or before each Payment Due Date to authorize your payment. If you do not call us on or before each Payment Due Date to authorize your payment, then we will be unable to credit your payment on the Payment Due Date. You must call prior to 5 pm central standard time for the payment to be processed on the day of the call.

Option #3 ☐ **MAIL A CERTIFIED CHECK OR MONEY ORDER TO PAY** – By checking this box, you agree to make your payments by mailing a certified check or money order to Bright Side Loans each time your payment is due. If you choose to make your payments by certified check or money order, then you must ensure that we receive the certified check or money order on or before the Payment Due Date, in order for us to credit your payment on the Payment Due Date. Payments must be mailed to: Bright Side Loans, 333 Pierce, Itasca, IL, 60143.

By signing below, you acknowledge, represent and warrant that you have read, understand, and agree to all of the terms and conditions of the Payment Selection and Authorization.

Signature: Kevin thompson Date: 4/10/2023

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Consent to Receive Marketing Messages

By providing Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) with your mobile telephone number below and checking the "I AGREE" box below, you consent to receive marketing messages, like discounts and promotions, via calls and text message. You agree that Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC) may make calls and/or deliver text messages to your mobile telephone number listed below using an automatic telephone dialing system or artificial/prerecorded voice messages. You are not required to consent to receive marketing calls or text messages to obtain credit or other services through us. You understand that any messages we send you may be accessed by anyone with access to your text messages and voicemail messages. You understand that your mobile phone service provider may charge you fees for text messages that we send you and for calls that we make to you, and you agree that we shall have no liability for the cost of any such messages or calls. At any time, you may withdraw your consent to receive marketing calls from us by calling us at 888-708-0907. Alternatively, to stop text messages from us, reply "STOP" to any text message we send you. You will receive a final opt-out confirmation message.

Mobile Telephone Number: [redacted]

Email Address: [redacted]

BY SIGNING BELOW, YOU CONSENT TO RECEIVE MARKETING MESSAGES AT THE MOBILE TELEPHONE NUMBER ABOVE. YOU ALSO ACKNOWLEDGE THAT YOU RECEIVED A COPY OF THIS CONSENT.

☑ I AGREE to the terms of this Consent to Receive Telemarketing Messages

Customer Signature: Kevin thompson Date: 4/10/2023

Customer Name: Kevin Thompson

Agreement Acceptance Date: 4/10/2023 2:33:00 PM
Agreement Accepted by: Kevin Thompson
Email: [redacted]
Agreed From IP Address: [redacted]

Use the print feature in your browser to print a copy of this agreement for your records, or you can view this agreement any time by logging into your account.

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STATE OF)
) ss.
COUNTY OF)

AFFIDAVIT OF ACCOUNT

The undersigned affiant, being first duly sworn, deposes and states as follows, to-wit:

1. (S)he is a designated agent, and a competent person over eighteen years of age. (S)he is a Custodian of Records for Fintech Franchise Network Servicing Company, LLC (d/b/a Bright Side Loans LLC), the Plaintiff herein (hereinafter "Plaintiff"). As a custodian of records for Plaintiff, (s)he is authorized to execute this affidavit on behalf of Plaintiff and the information below is true and correct to the best of her knowledge, information and belief. (S)he is familiar with the method of preparation and maintenance of said books and records and believe them to be true and correct, with entries thereon having been made in the ordinary course of business, at or near the time of the transaction giving rise to each entry.

2. In the ordinary course of business Plaintiff regularly issues installment loan agreements, account records and/or other credit lines.

3. Plaintiff is the current owner of Defendant Kevin Thompson's Fintech Franchise Network Serv account identified by the account number ending in 24335.

4. A review of those records, and more particularly the Defendant's Account, indicates that Defendant has defaulted.

5. Plaintiff's business records for the Account of Defendant reflect that the just and true balance due and owing to Plaintiff by the Defendant on the Account Number referenced above as of the date hereof August 2, 2023 is in the sum of $1,130.11, less credit for all payments, together with interest and other applicable costs as allowed by law.

Dated: 8/2/23

Greg Fasana

Managing Partner
Bright Side Loans LLC

Subscribed and Sworn to before me on 8/2/2023

Notary Public

OFFICIAL SEAL
JOANNE FRANCES LIBRERI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/18/27

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IN THE CIRCUIT COURT OF NEWTON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

Fintech Franchise Network Servicing
Company, LLC
(d/b/a Bright SIde Loans LLC)

Plaintiff,

vs.

Case No.
Division

Kevin Thompson
10513 HIGHWAY M
Granby MO 64844

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Daniel S. Rabin/Benjamin N. Hutnick, of lawful age, affirm, on oath state that I am the Attorney for Plaintiff or Petitioner, in the above entitled case, and I make this affidavit pursuant to the provisions of the Service Members Civil Relief Act of 2003; that I have caused a careful investigation to be made to ascertain whether or not the above-named Defendant or Respondent is in the active service of the Army of the United States, the United States Navy, the United States Marine Corps, the United States Coast Guard, the United States Air Force, the National Guard or of any Public Health Service detailed by proper authority for duty with the military; and, that as a result of said investigation, I hereby state that to the best of my knowledge the Defendant or Respondent is not in any of the above-named branches of the military service nor has the Defendant or Respondent received notice of induction or notice to report for active service.

THE AFFIANT SAYETH NOT.

Daniel S. Rabin #37315
Benjamin N. Hutnick #63668

Signed and Affirmed to before me this 31 day of August, 2023.

Michelle D Hernandez - Utrilla
Notary Public State of Kansas
My Appt Expires 8-19-26

Notary Public

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