

FILED
CIVIL INTAKE
2018 APR 23 AM 11:04

CLERK OF CIRCUIT COURT
FAIRFAX, VA

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA)
EX REL. MARK R. HERRING,)
ATTORNEY GENERAL,)
))
Plaintiff,)
v.)
))
NC FINANCIAL SOLUTIONS OF UTAH, LLC,)
a Utah limited liability company,)
))
SERVE: Secretary of the Commonwealth,)
last known address of:)
175 W. Jackson Street, Suite 1000)
Chicago, IL 60604)
))
Defendant.)

Civil Action No. **2018 06258**

COMPLAINT

The Plaintiff, Commonwealth of Virginia, by, through, and at the relation of the Attorney General of Virginia, Mark R. Herring (the "Plaintiff" or the "Commonwealth"), petitions this Court to declare that the activities in which the Defendant, NC Financial Solutions of Utah, LLC ("Net Credit" or the "Defendant"), has engaged constitute violations of the Virginia Consumer Protection Act ("VCPA"), Virginia Code §§ 59.1-196 to 59.1-207. The Plaintiff prays that this Court grant the relief requested in this Complaint and states the following in support thereof:

PRELIMINARY STATEMENT

The Commonwealth brings this action against Net Credit, a Chicago-based internet lender that has provided closed-end installment loans to more than 47,000 Virginia consumers at annual interest rates of 34% to 155% during the period from 2012 to 2018. Net Credit is not a licensed consumer finance company in Virginia and relies on a Utah choice of law clause to avoid a cap on

the interest rates it imposes on Virginia consumers. The choice of law clause is void because it violates Virginia's longstanding public policy against usury and the purpose of Net Credit's contracts with Virginians bears no reasonable relationship to Utah. Net Credit also misrepresented to Virginia consumers who were in bankruptcy that the consumers were still required to pay their loans, and Net Credit continued to collect against Virginia consumers despite their filing for bankruptcy relief. The Commonwealth brings this action to recover restitution, civil penalties and attorney's fees, and to obtain injunctive relief.

JURISDICTION AND VENUE

1. The Circuit Court for the County of Fairfax has authority to entertain this action and to grant the relief requested herein pursuant to the VCPA, and §§ 8.01-620 and 17.1-513 of the Code of Virginia.

2. Venue is proper in this Court pursuant to Virginia Code § 8.01-262(3) as the Defendant regularly conducts substantial business activity in this forum, and there exists a practical nexus due to the location of an office of the Commonwealth's counsel in the forum.

3. Several consumers who reside in the County of Fairfax have received loans from Defendant and continue to pay on those loans.

4. In accordance with Virginia Code § 59.1-203(B), prior to commencement of this action, the Plaintiff gave the Defendant written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General (the "Office") to demonstrate that no violations of the VCPA had occurred, or, in the alternative, to execute an appropriate Assurance of Voluntary Compliance ("AVC") that is acceptable to the Commonwealth. The Defendant failed to demonstrate that no violations of the VCPA have occurred, and it has not agreed to execute an AVC that is acceptable to the Commonwealth.

PARTIES

5. The Plaintiff is the Commonwealth of Virginia, by, through and at the relation of Mark R. Herring, Attorney General of Virginia.

6. The Defendant, Net Credit, is a Utah limited liability company. Although it does not possess a Certificate of Registration to Transact Business in the Commonwealth of Virginia, Defendant has nonetheless conducted substantial business activity in Virginia since 2012 and continues to do so through the present.

7. Prior to February 1, 2017, Defendant was a Delaware limited liability company.

FACTS

8. Defendant is an internet consumer lender located at 175 West Jackson Blvd., Suite 1000, Chicago, Illinois 60604.

9. Defendant provides closed-end installment loans of \$1,000 to \$10,000 to Virginia consumers at annual interest rates of between 34 and 155%, with loan terms of between 6 and 60 months.

10. Defendant's loans typically require its borrowers to make payments on a bi-weekly basis, scheduled to coincide with the consumer's pay dates.

11. A large majority of Defendant's consumers provide Defendant with authority to automatically withdraw the consumer's scheduled payments from the consumers' bank accounts at specified intervals, commonly referred to as "ACH withdrawals."

12. Defendant has provided loans to Virginia consumers since 2012 using the closed-

end installment loan credit model.¹

13. All of Defendant's lending activity is conducted over the internet or by telephone, and Defendant has no physical location in the Commonwealth of Virginia.

14. Defendant has been on notice of Plaintiff's claims since January 30, 2017, when it received a letter from the Plaintiff advising that the Attorney General had reason to believe that Defendant had violated the VCPA. EXHIBIT 1.

Defendant's Internet Lending Practice

Virginia's Laws Against Usury

15. Virginia, along with many other states, has a longstanding public policy against usury.

16. Virginia caps the legal interest rate on contracts at 12%, unless the party seeking to exceed that rate qualifies for an enumerated exception. *See* Va. Code § 6.2-303.

17. Virginia prohibits lenders from requiring borrowers to waive or release rights they acquired under the usury statutes, and explicitly states that such waivers are "**against public policy and void.**" *See* Va. Code § 6.2-306 (emphasis added).

18. One enumerated exception to the usury cap applies to consumer finance companies that have a physical presence in Virginia for making and servicing loans to Virginia consumers.

19. Consumer finance companies are required to be licensed by the Virginia State Corporation Commission ("SCC"). *See* Virginia Code § 6.2-303(B)(2) and § 6.2-1501.

Defendant's Lending Activity

20. Defendant is not, and has not ever been, a licensed Virginia consumer finance company within the meaning of Virginia Code § 6.2-1501.

¹ Defendant has a sister entity, CashNet USA, that uses the open-end credit model, which is based on cash advances and the accrual of interest at a daily rate. Both CashNet and Defendant Net Credit are wholly-owned subsidiaries of Enova International, Inc.

21. Defendant provides closed-end installment loans to Virginians, which do not otherwise qualify for an exception to the usury statute.

22. Defendant's loans come at an extremely high cost, as evidenced in the federal Truth-in-Lending Act disclosure set forth in its contract (EXHIBIT 2):

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
149.48%	\$4,010.06	\$2,120.00	\$6,130.06

23. All of Defendant's Virginia loans are made over the internet or telephone to consumers who reside in Virginia.

24. Virginia consumers applied for loans with Defendant by visiting Defendant's website from their residences in Virginia.

25. Defendant's website, www.netcredit.com, is hosted from a server located in the State of Illinois. EXHIBIT 3, p.8.

26. Defendant's Virginia loans are funded by a related entity which is located in Chicago, Illinois. See EXHIBIT 4, p. 5 stating that "In . . . VA, . . . all other installment loans are made by a member of the NetCredit family of companies."

27. Defendant obtained payments on its Virginia loans by electronically debiting amounts from consumers' Virginia bank accounts.

28. All of Defendant's customer service representatives are located in Chicago, Illinois.

29. Upon information and belief, all activity by Defendant related to its Virginia loans is performed from Chicago, Illinois.

Defendant's Related Entities

30. Defendant is one member of the "Net Credit family of companies."

31. While the complete list of this "family" is not known to the Plaintiff, Defendant has

several related entities, all of which are located in Chicago, Illinois.

32. Enova International, Inc. is the parent company of Defendant, and it is a Delaware corporation with its principal place of business located at 175 West Jackson Blvd., Suite 1000, Chicago, Illinois 60604.

33. NC Financial Solutions, LLC (“NCLLC”) is the sole member of Defendant, and it is also a Delaware limited liability company with its principal place of business located at 175 West Jackson Blvd., Suite 1000, Chicago, Illinois 60604.

34. NC Financial Solutions of Virginia, LLC (“NCVA”)² is currently a Utah limited liability company with its principal place of business located at 175 West Jackson Blvd., Suite 1000, Chicago, Illinois 60604.

35. From 2012 to January 1, 2017, NCVA was a Delaware limited liability company.

36. On January 1, 2017, NCVA changed its state of organization from Delaware to Utah.

37. NCVA is registered to conduct business in Virginia by virtue of a Certificate of Registration that the SCC issued on June 18, 2012.

38. NCVA is not a party to Defendant’s contracts with Virginia consumers, and it does not have a physical location in Virginia.

39. Upon information and belief, all of Defendant’s related entities which make up its “family of companies” have their principal place of business at 175 West Jackson Blvd., Suite 1000, Chicago, Illinois 60604.

Defendant’s Utah Choice of Law Provision

40. Despite its location in Chicago, Illinois, Defendant has chosen to attempt to align its

² Despite its name, this entity, NCVA, does not conduct lending activity in Virginia. Upon information and belief, all lending activity with Virginians is conducted through Defendant NC Financial Solutions of Utah, LLC.

practices with the state of Utah so that Defendant can take advantage of more favorable laws to accommodate its lending practices.

41. Because Defendant does not qualify for an exception to Virginia’s cap on usury, it inserts a choice of law clause in its contracts stating that the “Agreement is made in accordance with and subject to the Utah Consumer Credit Code All matters arising under or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.” *See* EXHIBIT 2, p. 1.

42. The state of Utah does not place a limit on the interest rate that may be imposed on consumer lending contracts by lenders. *See* Utah Code Ann. § 70C-2-101, providing that “the parties to a consumer credit agreement may contract for payment by the debtor of any finance charge and other charges and fees.”

43. Defendant has little or no relation to the state of Utah other than its decision to register as a consumer lender in Utah, so that it can make loans to Utah citizens and apparently in an attempt to avoid the usury caps imposed by Virginia and other states.

44. From its creation in 2012 to February 1, 2017, Defendant was a Delaware limited liability company.

45. In 2016, Defendant was served with two lawsuits that alleged it did not have a sufficient relationship with Utah to uphold its Utah choice of law contractual provision.³

46. While those lawsuits were pending, Defendant’s related entity, NCVA, changed its state of organization from Delaware to Utah with the filing of a limited liability company Certificate of Organization with the State of Utah, Department of Commerce, on December 30, 2016. EXHIBIT 5.

³ *Chandler v. NC Financial Solutions of Utah, LLC, et al.*, No. 3:2016-cv-00309 (E.D. Va., May 24, 2016); *Parks v. NC Financial Solutions of Utah, LLC, et al.*, No. 3:2016-cv-00146 (E.D. Va., March 8, 2016).

47. Additionally, on the same date that Defendant signed for delivery of Plaintiff's Notice of Violation letter ("NOV Letter") attached as EXHIBIT 1, Defendant prepared the necessary paperwork to change its state of organization from Delaware to Utah. EXHIBIT 6.

48. Defendant's lending activity to citizens of Virginia is not reasonably (or even remotely) related to Utah.

49. Defendant's actions in late January 2017 to convert to a Utah entity were an attempt to legitimize and bolster its unenforceable choice of law clause.

Defendant's Purported Licensure Status

50. Defendant represents to consumers in its contracts that it is "licensed and regulated by the Utah Department of Financial Institutions." See EXHIBIT 2, p. 1.

51. The Utah Department of Financial Institutions ("Utah DFI") does not license consumer lenders.

52. The Utah DFI does not regulate activity by Utah consumer lenders outside of Utah.

53. The state of Utah permits any entity that wishes to perform consumer lending activity in Utah to register with the Utah DFI by notifying the DFI that the entity is conducting business in Utah.

54. The entity then files a completed Notification Form, a filing fee and a Certificate of Existence from the Utah Division of Corporations with the Utah DFI. EXHIBIT 7.

55. Entities wishing to file the Notification Form are instructed to do so *if* they "wish to engage in Consumer Credit activities **with Utah Citizens**" (emphasis added). EXHIBIT 8.

56. Upon receipt of the above documentation, the Utah DFI adds the entity to a list of registered consumer lenders without any other examination, approval, or review, and provides

the entity with an Acknowledgment of Consumer Credit Notification (“Acknowledgment”).

57. The Acknowledgment specifically provides that the entity has provided notification “in order to conduct consumer credit activities *in Utah*.” (emphasis added). EXHIBIT 9.⁴

58. Currently, there are over 1,100 consumer lenders that have notified the Utah DFI that they are conducting consumer lending activity in Utah.

59. The Utah DFI’s website and Acknowledgment form are clear that registration as a consumer lender is for entities that wish to conduct lending in the state of Utah.

60. Further, the Utah DFI’s investigative powers are limited to monitoring credit extended to consumers *in Utah*. See Utah Code Ann. § 70C-8-103.⁵

61. Defendant is not licensed by the Utah DFI and its actions in making loans to Virginia citizens are not regulated by the Utah DFI.

Defendant’s Bankruptcy Collections Practice

62. Defendant engages in collections activity on its loans with Virginia consumers, including emails, phone calls, and various other communications in attempts to obtain payment.

63. Between 2012 and 2016, Defendant received notices that some of its consumers had filed petitions for relief under the U.S. Bankruptcy Code pursuant to 11 U.S.C. § 101 et seq. (the “bankruptcy consumers”).

⁴ The attached EXHIBIT 9 is a copy of Defendant’s 2016 Acknowledgment from the Utah DFI. Plaintiff understands that Defendant has maintained an Acknowledgment since 2012 with the Utah DFI.

⁵ “The [Utah DFI] shall conduct studies and examinations of parties subject to this title it deems necessary and appropriate to monitor the kinds and amounts of credit that are being extended to consumers in this state to determine whether violations of this title and other applicable laws, rules, and regulations pertaining to consumer credit are occurring and the frequency and seriousness of them, and to obtain additional information the department deems necessary or useful to perform its duties as administrator of this title.”

64. The Bankruptcy Code is clear that consumers who file such petitions for relief are granted an automatic stay pursuant to 11 U.S.C. § 362(a)(6) (the “automatic stay”), which prohibits creditors from conducting any collection activity against the consumer.

65. Despite receipt of these bankruptcy notices and the automatic stay, Defendant continued its collections activity by demanding payment from many bankruptcy consumers.

66. In some instances, Defendant sent multiple emails and placed several telephone calls to bankruptcy consumers demanding payment of a debt that it was not permitted to collect.

67. Defendant sent one particular form email to over 100 bankruptcy consumers.

68. The email was created by Defendant to be generated and sent whenever a consumer’s ACH authorization was cancelled or revoked, but the content of the email also demanded payment from the consumer. EXHIBIT 10.

69. Defendant failed to alter this form email for the bankruptcy consumers so that it was compliant with the automatic stay which prohibits any collections activity before sending it to the bankruptcy consumers.

70. Defendant also continued to debit payments from the bank accounts of some bankruptcy consumers after receipt of the bankruptcy notices and after the automatic stay was in effect.

71. Defendant’s bankruptcy collections practices were in direct violation of the automatic stay, and its statements to consumers that the consumers were still required to pay their loan obligations were false.

COUNT I – Virginia Consumer Protection Act

72. The Commonwealth re-alleges and incorporates by reference the allegations of Paragraphs 1 through 71 of this Complaint.

73. Pursuant to Virginia Code § 59.1-197, the VCPA is to be applied as remedial legislation to promote fair and ethical standards of dealing between suppliers and the consuming public.

74. In connection with consumer transactions, the VCPA prohibits suppliers from, among other things:

- a. Misrepresenting the source, sponsorship, approval, or certification of goods or services pursuant to Virginia Code § 59.1-200(A)(2);
- b. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another pursuant to Virginia Code § 59.1-200(A)(3);
- c. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits pursuant to Virginia Code § 59.1-200(A)(5); and
- d. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction pursuant to Virginia Code § 59.1-200(A)(14).

75. During all relevant times, Defendant was a “supplier” of “goods” or “services” in connection with “consumer transactions,” as those terms are defined in Virginia Code § 59.1-198, by advertising, offering and making loans to Virginians for personal, family or household purposes.

76. Defendant violated the VCPA through the acts and practices described in this Complaint, including without limitation:

- a. Misrepresenting that consumers were required to make payments on their loan obligations after the consumer had filed a petition for relief in bankruptcy, in violation of Virginia Code §§ 59.1-200(A)(5) and (14);

- b. Collecting payments from consumers in violation of the automatic stay pursuant to 11 U.S.C. § 362(a)(6) and in violation of Virginia Code § 59.1-200(A) (14);
- c. Misrepresenting that it is licensed by the Utah DFI in violation of Virginia Code §§ 59.1-200(A)(2), (3) and (14);
- d. Misrepresenting that its lending activity in Virginia is regulated by the Utah DFI in violation of Virginia Code §§ 59.1-200(A)(2), (3) and (14);
- e. Misrepresenting that its loans to Virginians are governed by the Utah Consumer Credit Code in violation of Virginia Code §§ 59.1-200(A)(5) and (14);
- f. Misrepresenting that its loans to Virginians were not subject to the laws of the Commonwealth of Virginia, in violation of Virginia Code §§ 59.1-200(A)(5) and (14); and
- g. Misrepresenting the legality of it charging more than 12% annual interest in the Commonwealth of Virginia in violation of Virginia Code § 6.2-303 and § 59.1-200(A)(5) and (14) in the absence of a usury exception.

77. Defendant willfully engaged in the acts and practices described in this Complaint in violation of the VCPA.

78. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by Defendant.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, Commonwealth of Virginia, prays that this Court:

A. Permanently enjoin Defendant and its officers, directors, members, managers, employees, agents, successors and assigns from violating § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-203;

B. Grant judgment against the Defendant and award to the Commonwealth all sums necessary to restore to any consumers the money or property which may have been acquired from them by Defendant in connection with its violations of § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-205;

C. Enter any additional orders or decrees as may be necessary to restore to any consumers the money or property which may have been acquired from them by Defendant in connection with its violations of § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-205;

D. Grant judgment against the Defendant and award to the Commonwealth civil penalties of up to \$2,500.00 per violation for each willful violation of § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-206(A), the exact number of violations to be proven at trial;

E. Grant judgment against the Defendant and award to the Commonwealth its costs, reasonable expenses incurred in investigating and preparing the case up to \$1,000.00 per violation of § 59.1-200 of the VCPA, and attorneys' fees pursuant to Virginia Code § 59.1-206(C); and

F. Grant such other and further relief as this Court deems equitable and proper.

COMMONWEALTH OF VIRGINIA,
EX. REL. MARK R. HERRING,
ATTORNEY GENERAL

By: _____

Erin E. Witte

Mark R. Herring
Attorney General

Cynthia E. Hudson
Chief Deputy Attorney General

Richard S. Schweiker, Jr.
Chief and Senior Assistant Attorney General

David B. Irvin (VSB No. 23927)
Senior Assistant Attorney General
Erin E. Witte (VSB No. 81096)
James E. Scott (VSB No. 88882)
Assistant Attorneys General
Consumer Protection Section
Predatory Lending Unit
202 North Ninth Street
Richmond, Virginia 23219
Phone: (804) 786-5632
Fax: (804) 786-0122

Listing of Attached Exhibits

- EXHIBIT 1 Letter from Assistant Attorney General Erin E. Witte to NC Financial Solutions of Utah, LLC, January 26, 2017; Letter to Erin Witte from USPS, February 3, 2017.
- EXHIBIT 2 Contract between Virginia consumer and NC Financial Solutions of Utah, LLC (personal information redacted).
- EXHIBIT 3 Website printout of <https://www.netcredit.com/terms-of-use> (last accessed April 19, 2018).
- EXHIBIT 4 Website printout of <https://www.netcredit.com> (last accessed April 19, 2018).
- EXHIBIT 5 State of Utah Department of Commerce, Articles/Statement of Conversion, filed by NC Financial Solutions of Virginia, LLC on December 30, 2016.
- EXHIBIT 6 State of Utah Department of Commerce, Articles/Statement of Conversion, filed by NC Financial Solutions of Utah, LLC on February 1, 2017.
- EXHIBIT 7 Consumer Credit Notification Form, taken from <https://site.utah.gov/dfi/wp-content/uploads/sites/29/2015/11/Consumer-Credit-Notification.pdf>.
- EXHIBIT 8 Screenshot taken from <https://dfi.utah.gov/non-depository/consumer-lending/notification-form/> (last accessed April 19, 2018).
- EXHIBIT 9 Acknowledgment of Consumer Credit Notification to NC Financial Solutions of Utah, LLC, January 28, 2016.
- EXHIBIT 10 Sample email from NC Financial Solutions of Utah, LLC to bankruptcy consumer.



COMMONWEALTH of VIRGINIA

Office of the Attorney General

Mark R. Herring
Attorney General

January 26, 2017

202 North Ninth Street
Richmond, Virginia 23219
804-786-2071
Fax 804-786-1991
Virginia Relay Services
800-828-1120
7-1-1

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

NC Financial Solutions of Utah, LLC
175 West Jackson Blvd., Suite 1000
Chicago, IL 60604
ATTN: David A. Fisher

Re: **NC Financial Solutions of Utah, LLC**

Dear Mr. Fisher:

I am writing to you in your official capacity as the president of NC Financial Solutions, LLC, which I understand is the sole member of NC Financial Solutions of Utah, LLC ("Net Credit"). This Office has authority to investigate possible violations of, and enforce, among other statutes, the Virginia Consumer Protection Act, Virginia Code Ann. § 59.1-196 et seq. ("the VCPA").

Based upon our review of materials provided to this Office, and our own investigation, we have reason to believe that Net Credit has violated § 59.1-200 (A)(2), (3), (5) and (14) by (1) misrepresenting that it is licensed and regulated to conduct lending activity in Virginia, (2) misrepresenting the legality of the interest rates it charges, and (3) misrepresenting that consumers who have filed a petition in bankruptcy are required to pay Net Credit for pre-petition debt.

The VCPA authorizes this Office to bring an action to enjoin any violation of those statutes and to seek monetary and/or injunctive relief, restitution, civil penalties, and reimbursement of the Commonwealth's attorneys' fees and costs.

Please be advised that this Office is contemplating filing suit against Net Credit to obtain appropriate relief under the VCPA. Pursuant to § 59.1-203 of the VCPA, this Office is providing an opportunity for Net Credit to appear in this Office to attempt to explain that no violations have occurred. If no adequate explanation is or can be provided, Net Credit may have the opportunity to execute an appropriate assurance of voluntary compliance with this Office. If Net Credit cannot provide an adequate explanation, and refuses to execute an appropriate assurance of voluntary compliance, we may file suit without further notice.

If Net Credit desires to appear and provide an explanation, you or another representative of



the company are welcome to give me a call and arrange a meeting. On the other hand, if Net Credit does not wish to attempt to explain that no violations have occurred, but is instead interested in executing an appropriate assurance of voluntary compliance, you or another representative should call to inform me of that as well. I can be reached at (804) 786-5632. We would appreciate a response of some sort by no later than February 9, 2017. If we do not hear anything from Net Credit by that date, we will assume that Net Credit does not wish to pursue either of the alternatives described.

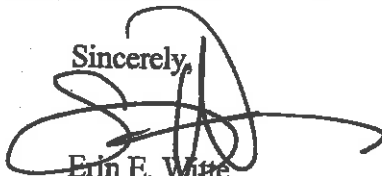
If Net Credit desires a meeting, we also ask that Net Credit provide us with copies of the following documents at least seven (7) days in advance of the scheduled meeting:

1. Copies of all form loan contracts that Net Credit has used in Virginia or with Virginia borrowers since January 2012, and information detailing the time periods for which each form contract was used.
2. Copies of all loan agreements (with their respective account documentation and payments histories) for all Virginia consumers who contracted with Net Credit.
3. Documentation indicating the total number of loans that Net Credit has made in Virginia or to Virginia borrowers since January 2012.
4. Documentation indicating Net Credit's licensure to conduct lending activity in the Commonwealth of Virginia.
5. Documentation indicating all collections activity taken by Net Credit against Virginia borrowers who were in bankruptcy since January 2012.

In this regard, if Net Credit has a document retention or destruction policy, it is asked to suspend it immediately. Regardless of whether Net Credit currently has such a policy, it is asked to take precautions to ensure that none of the documents requested above are inadvertently or intentionally destroyed.

Thank you for your attention to this matter.

Sincerely,



Erin E. Witte

Assistant Attorney General
Consumer Protection Section
Predatory Lending Unit

NC Financial Solutions of Virginia, LLC
January 26, 2017
Page 3 of 3

cc: NC Financial Solutions of Virginia, LLC
c/o CT Corporation System
4701 Cox Road, Suite 285
Glen Allen, VA 23060

NC Financial Solutions, LLC
175 West Jackson Blvd., Suite 1000
Chicago, IL 60604

Confirmation Services	Package ID: 9171999991703654506668	Electronic Return Receipt First Class Letter
	Destination ZIP Code: 60604	
	Customer Reference: F,SOLUTION	
	Recipient: _____	PBP Account #: 28641181
	Address: _____	Serial #: 0336620
		JAN 26 2017 4:10 PM

Confirmation Services	Package ID: 9171999991703654506675	Electronic Return Receipt First Class Letter
	Destination ZIP Code: 60604	
	Customer Reference: F,SOLUTION	
	Recipient: _____	PBP Account #: 28641181
	Address: _____	Serial #: 0336620
		JAN 26 2017 4:10 PM

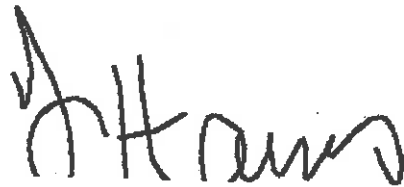
Confirmation Services	Package ID: 9171999991703654506651	Electronic Return Receipt First Class Letter
	Destination ZIP Code: 23060	
	Customer Reference: F,SOLUTION	
	Recipient: _____	PBP Account #: 28641181
	Address: _____	Serial #: 0336620
		JAN 26 2017 4:08 PM

Date: February 3, 2017

Erin Witte:

The following is in response to your February 3, 2017 request for delivery information on your Certified Mail™ item number 9171999991703654506675. The delivery record shows that this item was delivered on January 30, 2017 at 1:25 pm in CHICAGO, IL 60604. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

CONSUMER INSTALLMENT LOAN AGREEMENT

Disbursement Date
(funds may be disbursed prior to this date):
Loan #:

Apr 30, 2015

Payment Date: Feb 24, 2017
Account #:
Type of Contract: New Loan

LICENSED LENDER'S OFFICE

NC Financial Solutions of Utah, LLC, d/b/a NetCredit
200 West Jackson Blvd.,
Suite 2400
Chicago, IL 60606

877-392-2014

BORROWER

In this Consumer Installment Loan Agreement (hereinafter the "Agreement"), the words "you," "your," and "I" mean the borrower who has electronically signed it. The words "we," "us" and "our" mean NC Financial Solutions of Utah, LLC d/b/a NetCredit ("Lender"), licensed and regulated by the Utah Department of Financial Institutions who may be reached at (801) 538-8830. The parties agree that this Agreement is made in accordance with and subject to the Utah Consumer Credit Code, U.C.A. 70C-1-101, et seq. All matters arising under or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law principles. However, the ARBITRATION PROVISION ([http://portal.netcredit.com/accounts/\[REDACTED\]/loans/2015VA-\[REDACTED\]/contract#arbitration_provision](http://portal.netcredit.com/accounts/[REDACTED]/loans/2015VA-[REDACTED]/contract#arbitration_provision)) set forth below and any arbitration conducted according to the ARBITRATION PROVISION ([http://portal.netcredit.com/accounts/\[REDACTED\]/loans/2015VA-\[REDACTED\]/contract#arbitration_provision](http://portal.netcredit.com/accounts/[REDACTED]/loans/2015VA-[REDACTED]/contract#arbitration_provision)) will be governed by the Federal Arbitration Act ("FAA").

This Agreement is made pursuant to Section 70C of the Utah Consumer Credit Code

In order to complete your transaction with us, you must electronically sign this Agreement by clicking the "I Agree" button below. We will then approve or deny the Agreement. If the Agreement is approved, we will use commercially reasonable efforts to deposit the loan proceeds into Your Bank Account on or before the Disbursement Date designated above ("Disbursement Date"). We rely on the representations of you and other parties in determining the Disbursement Date. Despite our best efforts, unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit.



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 you have made all payments as scheduled
149.48%	\$4,010.06	\$2,120.00	\$6,130.06

YOUR PAYMENT SCHEDULE WILL BE

Payment Number	Amount of Payment	When Payment is Due
1	\$127.75	May 8, 2015
2	\$127.75	May 22, 2015
3	\$127.75	Jun 5, 2015
4	\$127.75	Jun 19, 2015
5	\$127.75	Jul 2, 2015
6	\$127.75	Jul 17, 2015
7	\$127.75	Jul 31, 2015

8	\$127.75	Aug 14, 2015
9	\$127.75	Aug 28, 2015
10	\$127.75	Sep 11, 2015
11	\$127.75	Sep 25, 2015
12	\$127.75	Oct 9, 2015
13	\$127.75	Oct 23, 2015
14	\$127.75	Nov 6, 2015
15	\$127.75	Nov 20, 2015
16	\$127.75	Dec 4, 2015
17	\$127.75	Dec 18, 2015
18	\$127.75	Dec 31, 2015
19	\$127.75	Jan 15, 2016
20	\$127.75	Jan 29, 2016
21	\$127.75	Feb 12, 2016
22	\$127.75	Feb 26, 2016
23	\$127.75	Mar 11, 2016
24	\$127.75	Mar 25, 2016
25	\$127.75	Apr 8, 2016

26	\$127.75	Apr 22, 2016
27	\$127.75	May 6, 2016
28	\$127.75	May 20, 2016
29	\$127.75	Jun 3, 2016
30	\$127.75	Jun 17, 2016
31	\$127.75	Jul 1, 2016
32	\$127.75	Jul 15, 2016
33	\$127.75	Jul 29, 2016
34	\$127.75	Aug 12, 2016
35	\$127.75	Aug 26, 2016
36	\$127.75	Sep 9, 2016
37	\$127.75	Sep 23, 2016
38	\$127.75	Oct 7, 2016
39	\$127.75	Oct 21, 2016
40	\$127.75	Nov 4, 2016
41	\$127.75	Nov 18, 2016
42	\$127.75	Dec 2, 2016
43	\$127.75	Dec 16, 2016

44	\$127.75	Dec 30, 2016
45	\$127.75	Jan 13, 2017
46	\$127.75	Jan 27, 2017
47	\$127.75	Feb 10, 2017
48	\$125.81	Feb 24, 2017

Security

You are giving a security interest in the ACH Authorizations.

Prepayment

If you pay off early, you will not have to pay a penalty and will be entitled to a refund of a portion of the Finance Charge if you pay the Amount Financed in full on or before the Rescission Deadline as defined in the Agreement.

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

UP: 14/364

Itemization of Amount Financed

\$2,120.00 Amount given to you directly

PROMISE TO PAY AND CALCULATION OF INTEREST

You promise to pay us \$2,120.00 (the amount of the principal) plus interest from the Disbursement Date of this Agreement until the final installment due date ("Maturity Date") set forth in the payment schedule above ("Payment Schedule"), or any adjusted payment schedule subsequently agreed to by the parties. Interest will accrue beginning on the Disbursement Date even if the funds from this Agreement are provided to you earlier. You also promise to pay any other charges provided for under this Agreement. The Finance Charge disclosure

above represents the amount of interest you will pay under this Agreement assuming you pay all your scheduled installment payments when due according to the Payment Schedule. You promise to pay us by ACH Authorization ("ACH Authorization") the amounts scheduled on the dates set forth in the Payment Schedule, or any adjusted payment schedule agreed to by the parties. Time is of the essence. We charge interest under an adjusted daily simple interest method at the annual rate of 150.00% ("Contract Rate"). Interest shall not be payable in advance or compounded. We apply the Contract Rate to the "Adjusted Principal Balance" from the Disbursement Date until the earlier of (i) the Maturity Date, (ii) prepayment in full, or (iii) acceleration pursuant to the default provisions. The term "Adjusted Principal Balance" (hereinafter the "APB") means the loan principal balance that would be outstanding assuming you make each payment timely, less any additional prepayments of principal. "Timely" means making payment in accordance with the Payment Schedule or any adjusted payment schedule agreed to by the parties. The APB will equal the outstanding loan principal balance if you make all payments timely and no other payments. You will never be required to pay more total interest than the amount set forth in the Finance Charge above.

RESCISSION and PREPAYMENT

You shall have the right to make payment in advance and in any amount on this Agreement at any time. You will not incur an additional charge, fee or penalty for prepayment. Prepayments of principal may reduce the total amount of interest you are scheduled to pay under this Agreement. To rescind future payment obligations under this Agreement and receive a refund of the finance charge, you must (i) inform us in writing via fax (855-878-1068) or email (support@netcredit.com (mailto:support@netcredit.com)) of your intent to rescind no later than 6:00 PM Eastern Time on the next business day immediately following the Disbursement Date ("Rescission Deadline"), and (ii) give us written authorization to effect a debit entry to Your Bank Account, defined in the Repayment Authorization below, for the principal amount of the loan. If we receive payment of the principal amount of the loan via the authorization, then we will refund the interest owing and rescind the future payment obligations under this Agreement. Thereafter, if you prepay this Agreement in full or in part, no earned interest will be refunded; however, prepayments of principal may reduce the total amount of interest you are scheduled to pay under this Agreement. To process a partial or full prepayment or receive a payoff balance, you should call us (at 877-392-2014) or tell us in writing via fax (855-878-1068) or email (support@netcredit.com (mailto:support@netcredit.com)) of your intent to prepay. Please note that the payoff amount will be calculated as of the date we debit Your Bank Account for the balance owing.

APPLICATION OF PAYMENTS

Payment will be applied first to satisfy any past due amounts owing, and then to any currently scheduled installment amounts owing. If you are past due, we credit all payments received first to the oldest past due amounts owing by applying such to any late charges, returned payment charge, then to accumulated but unpaid interest, and then to past due principal owing. We repeat the process until all past due amounts have been paid in full. If you are not past due, we credit all payments to the current or upcoming scheduled installment by applying such to interest, and then to principal as of the date received. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Early payments which equal or exceed a scheduled installment will satisfy the upcoming installment. Excess payments received on a scheduled installment due date will be

credited to any accrued and outstanding interest, then to principal, and not credited to upcoming installments. Therefore, you must pay the next installment as scheduled. Payment of principal may reduce (i) total amount of interest you are scheduled to pay under this Agreement, (ii) the number of payments, and/or (iii) the final payment.

ACH AUTHORIZATION FOR YOUR LOAN PROCEEDS.

You authorize us to initiate an ACH to credit the checking or savings account specified in your Application/Data Verification form ("Your Bank Account") with the proceeds of your loan. In the event that we make an error in processing this ACH (or any other ACH), you further authorize us to initiate an ACH to correct the error. You authorize us to initiate credit ACH entries to Your Bank Account as may be necessary to obtain an accurate balance under this Agreement.

AUTHORIZATION FOR REPAYMENT BY ACH

ACH Authorization for Installment Payments, and, in the Event of Acceleration, the Loan Balance.

You authorize us to initiate an electronic fund transfer through the ACH network (or another network of our choosing) ("ACH") from Your Bank Account for the following:

- Each of the installment payments due under the Agreement (or, if you make a partial installment payment, the amount of the installment less the amount of any such payment) on or after its due date;
- Any late charge [and returned payment fee] due to us as a result of late payment [or prior rejected ACH];
- In the event that you default and we declare the entire outstanding balance (the "Accelerated Balance"), including all accrued and unpaid interest that you owe under this Agreement, due and payable, the Accelerated Balance; and
- The amount required to correct any error we make in processing an ACH.

If any payment cannot be obtained by ACH, you remain responsible for such payment under the Agreement. You agree that we may resubmit any returned ACH as permitted by law and network rules. We are not responsible for any fees you incur in connection with rejected payments. You agree that we do not need to provide you with advance notice of an ACH we initiate for an installment payment if the amount of the ACH is less than the installment payment (for example, due to a partial payment). You acknowledge that the origination of ACH transactions to Your Bank Account must comply with the provisions of U.S. law.

Modified Charges.

Instead of or in addition to any of the ACHs described above, you authorize us to process any ACHs you subsequently confirm by phone, text message or email.

Range of Varying Amounts.

Please note that you have the right to receive notice of all transfers varying in amount, and that by signing this ACH Authorization you acknowledge that we have elected to offer you a specified range of amounts for debiting (in lieu of providing the notice of transfers in varying amounts). The amount of any ACH debit will range from (i) the payment amount due on the date provided in the Payment Schedule (which may be less than a scheduled payment if partial prepayments have been made), to (ii) the payment amount provided in the Payment Schedule. For any debit outside of this specified range, we will send you a notice. Therefore, by agreeing to the terms of this ACH Authorization you are choosing to only receive notice when a transfer amount exceeds the range specified above.

Termination.

You may terminate one or all of the authorizations to initiate ACHs from Your Bank Account set forth above by calling us at 877-392-2014, in writing by fax at 855-878-1068 or e-mail at support@netcredit.com (mailto:support@netcredit.com). We will discontinue initiating any ACHs you specify as soon as we reasonably can and, in any event, within three business days after receiving your termination request.

Your Bank Account Information.

If there is any missing or erroneous information Your Bank Account or the depository that offers it, then you authorize us to verify and correct such information. You have given us certain information from Your Bank Account so that we can verify the account number and routing number and you acknowledge that Your Bank Account is a legitimate, open, and active account.

Optional ACH Debit Authorization.

PLEASE NOTE THAT YOU ARE NOT REQUIRED TO SIGN THIS ACH AUTHORIZATION TO ENTER INTO THIS AGREEMENT. THIS ACH AUTHORIZATION IS FOR YOUR CONVENIENCE IN PAYING AMOUNTS OWED AND RECEIVING THE LOAN PROCEEDS UNDER THIS AGREEMENT. BY SIGNING THIS ACH AUTHORIZATION BY CLICKING THE "I AGREE" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY CHOOSING TO PAY AMOUNTS OWED AND RECEIVE YOUR LOAN PROCEEDS ELECTRONICALLY AND THAT YOU ARE CHOOSING ONLY TO RECEIVE NOTICE OF VARYING TRANSFERS WHEN A TRANSFER EXCEEDS THE RANGE SPECIFIED ABOVE.

SECURITY.

Pursuant to Comment 2(a)(25) of the Federal Reserve Board Official Staff Commentary to Regulation Z §1026.2, we have disclosed to you that our interest in the ACH Authorization is a security interest for Truth-in-Lending purposes only, because federal and Utah law do not clearly address whether our interest in the ACH Authorization is a "security interest."

WAIVER OF JURY TRIAL

If you sign this Agreement you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party.

DEFAULT and ACCELERATION.

You will be in default under this Agreement for any of the following reasons: (i) if you do not pay in full a payment in accordance with the Payment Schedule; (ii) if you file for protection under the United States Bankruptcy Code, or become subject to a proceeding which seeks relief from debt; or (iii) if you have made a false or misleading statement about an important matter in connection with this Agreement, including your application for credit. If you fail to cure such default then we may (i) declare the entire outstanding balance that you owe under this Agreement, and if applicable, any other charges permitted by law immediately due and payable; and (ii) we may proceed to court to reduce our claim to a judgment in accordance with Utah law.

NON-WAIVER OF OUR RIGHTS.

By choosing any one or more of these remedies, we do not give up our right to use another remedy later. By deciding not to use any remedy should you be in default, we do not give up our right to consider the event a default if it happens again. We may delay or refrain from enforcing any of our rights under this Agreement without waiving such rights. You understand that any waiver of our rights will not be effective unless it is in writing signed by us.

CREDIT REPORTING.

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

GOVERNING LAW, ASSIGNMENT and EXECUTION.

The laws of the State of Utah will govern this Agreement. However, any dispute arising out of this Agreement will be subject to the ARBITRATION PROVISION (http://portal.netcredit.com/accounts/loans/2015VA/contract#arbitration_provision), which is governed by the Federal Arbitration Act ("FAA"). We may assign or transfer this Agreement or any of our rights hereunder. If we approve this Agreement, then you agree that this Agreement will be binding and enforceable as to both parties.

ARBITRATION PROVISION

Arbitration is a process in which persons with a dispute(s): (a) agree to submit their dispute(s) to a neutral third person (an "arbitrator") for a decision; and (b) waive their rights to file a lawsuit in court to resolve their dispute(s). Each party to the dispute(s) has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

Scope.

For purposes of this Arbitration Provision the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement (including the Arbitration Provision), the information you gave us before entering into this Agreement, including your application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Court and Class Action Waivers.

You acknowledge and agree that by entering into this Arbitration Provision:

- a. **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A COURT OF LIMITED JURISDICTION (e.g., small claims court), RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
- b. **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

No Class Arbitration.

Except as provided in the Small Claim Disputes paragraph below, all disputes, including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. THE ARBITRATOR SHALL ALSO NOT ALLOW YOU TO SERVE AS A

REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

Process.

Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> (<http://www.adr.org/>) or JAMS (1-800-352-5267) <http://www.jamsadr.com> (<http://www.jamsadr.com/>). However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to the arbitrator's rules. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within 20 days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to the dispute will be governed by the rules and procedures of the arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the Arbitration Provision. You may get a copy of the rules and procedures by contacting the arbitration organization listed above.

Fees/Awards/Appeals.

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, in the county where this Agreement was signed, or in such other place as ordered by the arbitrator or required by law. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision in your favor awarding monetary damages and the award is less than the maximum amount allowed to be awarded in the state's court of limited jurisdiction, then your award will be automatically increased to \$100 more than that maximum amount. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction. Either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three-arbitrator panel from the same arbitration organization originally chosen, which shall review the award de novo (without regard to the original decision). If you

decide to appeal the decision to a single arbitrator, then we will pay your portion of the Arbitration Fees associated with the appeal. If you decide to appeal the decision to a three-arbitrator panel, then you will be responsible for paying the difference in Arbitration Fees between a single arbitrator and a three- arbitrator panel.

Small Claim Disputes.

All parties, including related third parties, shall retain the right to seek adjudication in the state's court of limited jurisdiction for disputes within the scope of that court's jurisdiction. Any dispute which cannot be adjudicated in that court shall be resolved by binding arbitration. Any appeal of a judgment from that court shall be resolved by binding arbitration.

Interstate Commerce.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Utah.

Binding Effect.

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

Severability.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Provision; unless the provision precluding the arbitrator from conducting a class arbitration as set forth in the No Class Arbitration paragraph is deemed invalid or unenforceable, in which case this entire Arbitration Provision shall be deemed void.

OPT-OUT PROCESS.

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: **NC Financial Solutions of Utah, LLC. Attn: General Counsel, 200 W Jackson, Suite 500, Chicago, IL 60606.** Your written notice must include your name, address, social security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating your

desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision and no prior or subsequent Arbitration Provision to which you and we have agreed.

Privacy Policy

Effective Date: The privacy policy was last updated November 17, 2014.

This privacy policy (the "Policy") replaces any privacy policy previously delivered to you or appearing on our website, any transaction agreement, application, loan document or any other document previously delivered to you. If there are conflicts between this Policy and any other policy we have delivered to you, the terms of this Policy shall control until revised.

NetCredit is serious about protecting your privacy. This notice is provided to you on behalf of NC Financial Solutions, LLC ("NetCredit") and its parent company, Enova International, Inc., and their respective family of companies including NetCredit, its parent company, Enova International, Inc., and all of their respective subsidiaries and affiliates, (hereafter collectively referred to as the "NetCredit Related Companies," "we," "our," or "us"). The NetCredit Related Companies include, but are not limited to: CashNetUSA, Enova International, Inc., and all of their respective subsidiaries and affiliates, including those that operate under the trade names NetCredit and CashNetUSA. "You" or "Your" means you as a participant in or as a user of the products and/or services offered by a NetCredit Related Company.

All information transmitted, printed or otherwise submitted to us shall be deemed to be our property and we shall be free to use such information for any lawful purpose described herein, and for other purposes as required or permitted by law.

Please read this Policy carefully. This Policy provides important information about the way we collect, share, and protect your information and governs your use of any online service location (e.g., web site or mobile app) that posts a link to this Policy (including, without limitation, both mobile and online versions of our site), and also applies to your use of interactive features, widgets, plug-ins, applications, content, downloads and/or other services that we own and control and make available through a site and that posts a link to this Policy regardless of how you access or use them, whether via personal computers, mobile devices or otherwise regardless of how you access or use the site, whether via personal computers, mobile devices or otherwise. This Policy applies to anyone who applies for or uses our products or services, or visits our websites, including, but not limited to, current and former customers. We must notify you about our sharing practices when you establish a customer relationship and each year while you are a customer. A customer relationship begins when you obtain a financial product or service from us. A customer relationship terminates when you pay off a transaction in full. This Policy does not govern the data practices of third parties that may interact with our site.

To the extent we provide you notice on our site of different or additional privacy policies or practices (e.g., at the point of our collection), those additional terms shall govern such data collection and use.

In addition, please review the site's Terms of Use (<https://acquisition.netcredit.com/terms-of-use>), which governs your use of the site. By using our site, you consent to our Policy and Terms of Use and our collection, use and sharing of your information and data, and other activities, as described below.

Information We Collect

We collect personally identifiable information, including, but not limited to, non-public personal information, as well as other types of personally identifiable information from you and from other sources as described herein (collectively, "Your Information"). Our primary goal in collecting Your Information is to provide you with efficient, accurate, and customized financial products and services. Your Information also helps us personalize and improve your customer experience with us. We collect and/or track the following types of information:

- Information we receive from you on applications or other forms, such as transaction documents, sales documents, online forms, e-mails, registration forms, surveys, or other documents or submissions related to the products and services we provide, including your name, address, telephone number, social security number, driver's license number, email address, employment information, demographic information, bank account information, and information about your assets, debts and income;
- Information about your transactions with us, our affiliates, or others, such as your account history, transaction balances, payment history, overdraft history, parties to transactions, and your reasons for doing business with us;
- Information we receive from third parties, such as consumer reporting agencies and other lenders, regarding your credit worthiness and credit history, and to verify your identity;
- Information we obtain to verify representations made by you, such as your employment history or income;
- Information obtained from specialized marketing information firms, such as household demographics;
- Information obtained from Web page http headers (home server domain names, IP address, type of client computer, and type of Web browser);
- Information, user specific or aggregate, we receive from our web pages recording visitor's access;
- Information you provide when you contact our customer service department; and
- Information you provide to us when you communicate with us via email.

How We Use Your Information

We use Your Information to:

- Provide you with information, products and services you request and process transactions that you have requested or agreed to receive;
- Offer you additional products or services, from us or from others that may be of interest to you;
- Process your registration with the site, including verifying your information is active and valid

- Comply with all reporting and other legal requirements;
- Enhance your experience at our websites;
- Enable you to participate in a variety of the site's features such as online entry sweepstakes, contests or other promotions;
- Process payments and update account records;
- Analyze customer demographics, payment histories, and preferences;
- Contact you with regard to your use of the site and, in our discretion, changes to the site and/or site's policies;
- Conduct statistical analyses;
- Conduct internal business; and
- Provide our advertisers with editorial or feedback information.

Sharing Your Information

(Customers that reside in California, Connecticut, North Dakota or Vermont should refer to the state-specific notices provided at the end of this Policy)

The NetCredit Related Company delivering this Policy to you (the "NetCredit Provider") may share or sell Your Information with any other NetCredit Related Company (collectively, its "Affiliated Companies") and with other companies with whom any NetCredit Related Company does business ("Non-Affiliated Third Parties") as permitted by law and as described in this Policy. These Affiliated Companies and Non-Affiliated Third Parties may be: (1) financial service providers, such as mortgage bankers, mortgage brokers, consumer lenders, small loan lenders, tax refund anticipation loan lenders, loan brokers, deferred deposit providers, check cashers, supervised lenders, delayed deposit providers, deferred presentment providers, collection agencies, consumer reporting agencies, banks, credit card providers, debit card providers, store valued card providers, insurance agencies, bill payment agencies, ATM providers, pawn and title pawn providers, automobile dealers, automobile financing providers, automobile leasing providers, money transfer and remittance providers, sellers and remitters of money orders, insurance services providers, and financial service provider holding companies, or agents, contractors, or representatives of any of the foregoing; (2) non-financial companies, such as retailers, tax preparers, payroll service providers, advertisers, marketing companies, lead generators, advertisers on our websites, companies or individuals that do industry-related research, surveys or polls, automobile dealers, and any person who offers a non-financial product or service, and holding companies, or agents, contractors, or representatives of any of the foregoing; and (3) other businesses, such as non-profit organizations, trade associations, and industry analysts or agents, contractors, or representatives of any of the foregoing.

Affiliated Companies and Non-Affiliated Third Parties may use Your Information for any legal purpose, including, but not limited to, developing and promoting new or joint products, improving existing products and services, and contacting you to offer products and services that may be of interest to you. We may also disclose Your Information, as described above, to companies who perform services on our behalf or to other financial institutions with which we have joint marketing agreements.

The NetCredit Provider may also disclose Your Information to Affiliated Companies and Non-Affiliated Third Parties that provide services to us or you (collectively, "Service Providers"). We contract with Service Providers to perform certain functions on our behalf. Examples include database providers who assist in identity verification, credit scoring companies, magazine publishers, retailers, and direct marketers. Service Providers' access is limited only to the personal data needed to perform their functions, and only for the purpose of performing those functions, and they are prohibited from using or disclosing Your Information for other purposes.

Third-party analytics and other Service Providers such as Google Analytics may set and access their own Tracking Technologies on your personal computer, laptop, tablet, mobile phone or other device and they may otherwise collect or have access to information about you. These Service Providers use the technology described above to help us analyze how users use the website. We are not responsible for those third party technologies or activities arising out of them. However, some third parties may offer you certain choices regarding their practices. For example, to learn about opting out of Google Analytics, please click here (<https://tools.google.com/dlpage/gaoptout>). We are not responsible for the effectiveness of or compliance with any third parties' opt-out options.

We also may share Your Information if it becomes necessary for compliance with the law or to protect the rights, property, or safety of our websites, our users, or third parties. We reserve the right to release such personal data to law enforcement or other governmental officials as we, in our sole and absolute discretion, deem necessary to comply with the law. We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the site or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including during the course of any due diligence process. In addition, we reserve the right to use and disclose Your Information that is not in individually identifiable form as we deem appropriate, in our sole discretion.

Notice of Furnishing Negative Information

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

Automatic Information and Cookies

In addition to any personally identifiable information or other information that you choose to submit to us via our site, we and our Service Providers may use a variety of technologies that automatically (or passively) store or collect certain information whenever you visit or interact with the site ("Usage Information"). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, browser, laptop, tablet, mobile phone or other device (a "Device") whenever you visit or interact with our site. To the extent we associate Usage Information with your personally identifiable information we collect directly from you on the site, we will treat it as personally identifiable information.

This Usage Information may include:

- your IP address, UDID or other unique identifier ("Device Identifier"). A Device Identifier is a number that is

automatically assigned to your Device used to access the site, and our computers identify your Device by its Device Identifier;

- your Device functionality (including browser, operating system, hardware, mobile network information);
- the URL that referred you to our site;
- the areas within our site that you visit and your activities there, including remembering you and your preferences;
- your Device location;
- your Device characteristics; and
- certain other Device data, including the time of day, among other information.

We may use various methods and technologies to store or collect Usage Information ("**Tracking Technologies**"). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed):

Cookies. A cookie is a data file placed on a Device when it is used to visit the site. A web browser is usually set to accept cookies automatically but can be changed to decline them. The Help section of the toolbar on most web browsers will tell you how to prevent your browser from accepting new cookies, how to have the web browser notify you when you receive a new cookie or how to disable cookies altogether. In most cases, a visitor may refuse a cookie and still fully navigate our websites. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. Unlike Flash cookies, HTML5 cookies do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies, go to Adobe's web site www.adobe.com. Please be aware that if you disable or remove cookies, Flash cookies, or HTML5 cookies on your Device, some parts of our site may not function properly, and that when you revisit our site your ability to limit cookies is subject to your browser settings and limitations.

Web Beacons. Small graphic images or other web programming code called web beacons (also known as "1x1 GIFs" or "clear GIFs") may be included in our site's pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the site, to monitor how users navigate the site, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the site, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party Service Provider, is active only while you are connected to the site, and is deactivated or deleted thereafter.

Browser Fingerprinting. Collection and analysis of information from your Device, such as, without limitation, your operating system, plug-ins, system fonts and other data, for purposes of identification.

ETag, or entity tag. A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies.

We may use Tracking Technologies for a variety of purposes, including:

Strictly Necessary. We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our site, including cookies required to prevent fraudulent activity, improve security or allow you to make use of site functionality.

Performance Related. We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the site, including as part of our analytic practices or otherwise to improve the content, products or services offered through the site.

Functionality Related. We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the site, including identifying you when you sign in to our site or keeping track of our specified preferences, including in terms of the presentation of content on our site.

Targeting Related. We may use Tracking Technologies to deliver content, including ads, relevant to your interests on our site and third-party sites based on how you interact with our advertisements or content. This includes using Tracking Technologies to understand the usefulness to you of the advertisements or content that has been delivered to you.

There may be other Tracking Technologies now and later devised and used by us in connection with the site. Further, third parties may use Tracking Technologies with our site and this may involve the collection of information about an individual consumer's online activities over time and across third-party web sites or online services. We may not control those Tracking Technologies and we are not responsible for them. However, you consent to potentially encountering third party Tracking Technologies in connection with use of our site and accept that our statements under this Policy do not apply to the Tracking Technologies or practices of such third parties. Also, various third parties are developing or have developed signals or other mechanisms for the expression of consumer choice regarding the collection of information about an individual consumer's online activities over time and across third-party web sites or online services (e.g., browser do not track signals). Currently, we do not monitor or take any action with respect to these signals or other mechanisms. If you would like more information on self-regulatory programs that permit you to exercise choice, see the Section entitled "Interest-Based Advertising" below.

Your Right to Limit the Sharing of Your Information

In some circumstances, you have the right to direct the NetCredit Provider to not share Your Information with its Affiliated Companies and/or Non-Affiliated Third Parties (i.e. "Opt-Out"). Please note that even if you Opt-Out, the NetCredit Provider may still share Your Information with its Affiliated Companies and Non-Affiliated Third Parties as permitted or required by law. Also, the NetCredit Provider may share information it collects regarding its transactions and experiences with you with its Affiliated Companies. The NetCredit

Provider may also share all information it collects about you with Affiliated Companies and Non-Affiliated Third Parties: to facilitate providing our services to you, to administer our business, in order to receive services from those companies, as permitted under joint marketing agreements, and as otherwise permitted or required by law.

The NetCredit Provider is delivering this notice to you on behalf of itself and all other NetCredit Related Companies. You may limit how the NetCredit Provider's Affiliated Companies use Your Information the NetCredit Provider shares with them. Federal law gives you the right to limit some but not all marketing from the NetCredit Provider's Affiliated Companies. You may limit a NetCredit Provider's Affiliated Companies from marketing their products or services to you based on Your Information that they receive from the NetCredit Provider. This information includes your income, your account and payment history, and your credit history, report or score.

Opt-Out Information and Notice

To limit the NetCredit Provider's sharing of Your Information with Affiliated Companies and Non-Affiliated Third Parties, as described above, contact us:

- On the web: <http://www.netcredit.com/opt-out> (<http://www.netcredit.com/opt-out>), or
- By email: optout@netcredit.com (<mailto:optout@netcredit.com>).

Unless we hear from you, we can begin sharing Your Information thirty (30) days from the date we first deliver this Notice to you. However, you may Opt-Out at any time by contacting us. Once we receive your Opt-Out request, we will stop sharing this information as soon as reasonably practicable. Your Opt-Out request will remain in effect until you notify us otherwise in writing.

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of registration. The site may allow you to review, correct or update personally identifiable information you have provided through the site's registration forms or otherwise, and you may provide registration updates and changes by contacting us here (<https://acquisition.netcredit.com/contact-us>). If so, we will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable (but we may retain prior information as business records). With respect to our mobile and other applications (i.e., when we are the application publisher), you can prospectively stop all collection of information by the application by uninstalling the application. You may use the standard uninstall process as may be available as part of your applicable Device or potentially via the appropriate application or app marketplace. Please note that it is not always possible to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons. When you edit your personally identifiable information or change your preferences on the site, information that you remove may persist internally for our administrative purposes. You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails or in some cases by logging into your site account and changing your communication preferences. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our site, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

Interest-Based Advertising

Data about your activities online is being collected on our website for use in providing advertising tailored to your individual interests. We may use third parties such as network advertisers and ad exchanges to serve advertisements across the Internet and may use third party analytics Service Providers to evaluate and provide us and/or third parties with information about the use of these ads on third party sites and viewing of ads and of our content. Third parties may offer you a choice as to whether or not to have your information collected for that purpose. This section of the Policy provides details and explains how to exercise that choice.

You may see certain ads on other websites because we participate in advertising networks administered by third parties. These networks track your online activities over time by collecting information through automated means, including through the use of the technologies described in the "Automatic Information and Cookies" Section above, and they use this information to show you advertisements that are tailored to your individual interests. The information they collect includes information about your visits to our websites, such as the pages you have viewed. These third-party Tracking Technologies may be set to, among other things: (a) help deliver advertisements to you that you might be interested in; (b) prevent you from seeing the same advertisements too many times; and (c) understand the usefulness to you of the advertisements that have been delivered to you. You acknowledge and agree that associated technology may access and use your device and may set or change settings on your device in connection with the associated operations. Note that any images (or any other parts of content) served by third parties in association with third-party ads or other content may serve as web beacons, which enable third parties to carry out the previously described activities.

This collection and ad targeting takes place both on our websites and on third-party websites that participate in the ad network, such as sites that feature advertisements delivered by the ad network. This process also helps us track the effectiveness of our marketing efforts. We and third-party vendors, including Google use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as a DoubleClick cookie) together to report how your ad impressions, other uses of ad services, and interactions with these ad impressions and ad services are related to visits to our websites. To learn more about how to opt out of DoubleClick's use of cookies, visit the DoubleClick opt-out page, here (https://www.google.com/settings/ads?hl=en&sig=ACi0TCi3R4mL7qb_WRaELD5Z_YPR5O5InCvFFgPTJ5jcWbHaE2tb_jOv0kA5pP6F9oEvdNnVsMQUwj5HJV2Pg-6RADnzbP9mI_0dcxfwak_4v1_JeRylUrylqkCThZSDLaal0IKKqsfAEE9pvitfXxOZH9ZarVDCsj6b7B5xlgS7XgzMgJjPq6m-L38v01JOJumwnkQh8Kt).

Third-party Tracking Technologies are not controlled by us, even if they use our technology to help store or collect data. Statements regarding our practices do not apply to the methods for collecting information used by these third-party advertisers and others or the use of the information that such third parties collect. We do however work with third parties to make efforts to have you provided with the information on their practices and any available opportunity to exercise choice. The relevant third party's terms of service, privacy policy, permissions, notices and choices should be reviewed regarding their collection, storage and sharing practices. We make no representations regarding the policies or practices of third-party advertisers or advertising networks or exchanges or related third parties. Further, while we may use a variety of companies to serve advertisements on the website, you may wish to visit <http://www.networkadvertising.org/choices> (<http://www.networkadvertising.org/choices>), which provides information regarding this

practice by Network Advertising Initiative ("NAI") members, and your choices regarding having this information used by these companies, including the "opt-out" procedures of NAI members. Opting out of one or more NAI members only means that those NAI members no longer will be allowed under their own rules to deliver targeted content and/or ads to you, which will affect this and other sites, but does not mean you will no longer receive any targeted content and/or ads. Also, if your browsers are configured to reject cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different device or change web browsers, your NAI opt-out may not, or may no longer, be effective. Additional information is available on the NAI's website accessible by the above link. You may also be able to opt-out of receiving third-party behavioral ads by visiting the Digital Advertising Alliance ("DAA") website at <http://www.aboutads.info/choices/#completed> (<http://www.aboutads.info/choices/#completed>). Similar limitations may apply to the DAA opt-out. We are not responsible for effectiveness of or compliance with any third-parties' opt-out options.

How We Protect Your Information

We restrict access to Your Information to those employees who need to know that information to provide products or services to you. We maintain commercially reasonable physical, electronic, and procedural safeguards that comply with federal regulations to guard Your Information. However, no data transmission over the Internet, mobile networks, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, and you use our site and provide us with your information at your own risk.

Our Right to Contact You

We reserve the right to contact you regarding your account status and changes to subscriber agreements, our Policy, or any other policies or agreements relevant to you. By visiting our websites, you understand and agree that we may contact you at the phone number or email address you provide to us through our websites or on your transaction agreements, applications, loan documents or any other document to assist you with your product or to discuss other products and services that a NetCredit Related Company may provide for you.

We Do Not Collect Data from Children

The information and services provided by us or by our affiliates, sponsors, and advertisers, are not intended to be viewed by children (under 18 years old). No information collected from children is knowingly collected or used for any purpose whatsoever, including marketing and promotional purposes, either inside or outside the NetCredit Related Companies.

Transfer of Information to the United States

Our site is operated in the United States and intended for users located in the United States. If you are located outside of the United States, please be aware that information we collect, including personally identifiable information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your personally identifiable information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the site or providing us with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including personally identifiable information, in the United States as set forth in this Policy.

Our Right to Change This Policy

We reserve the right to change this Policy at any time by either providing you a revised copy of the Policy, or notifying you of the existence and location of the new or revised privacy policy. Any changes will be effective immediately upon the posting of the revised Policy and your use of our site indicates your consent to the privacy policy posted at the time of use. To the extent any provision of this Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

Notice to California Residents

Pursuant to state law, the NetCredit Provider may not share information it collects about you with its Affiliated Companies or with Non-Affiliated Third Parties, except in the limited circumstances, as set forth in this Policy, as permitted under state law, or if you give us your permission.

California Civil Code Section 1798.83, also known as S.B. 27, permits California residents, who have supplied personal information, as defined in the statute, to request certain information regarding our disclosures in the prior calendar year, if any, of personally identifiable information to third parties for their own direct marketing purposes. If this applies, you may obtain the categories of personal information shared and the names and addresses of all third parties that received personal information for their direct marketing purposes during the immediately prior calendar year (e.g. requests made in 2013 will receive information about 2012 sharing activities). To make such a request, please contact us at <http://www.netcredit.com/contact-us> (<http://www.netcredit.com/contact-us>) or write to us at: attn: Customer Service, 200 W. Jackson Blvd., 14th Floor, Chicago, Illinois 60606-6941. To make such a request, please provide sufficient information for us to determine if this applies to you, attest to the fact that you are a California resident and provide a current California address for our response.

Notice to Connecticut Residents

Connecticut law requires any person or entity that collects Social Security numbers from Connecticut residents in the course of business to create a privacy protection policy and to publish or display it publicly. It is our policy to protect the confidentiality of Social Security numbers in our possession from misuse and improper disclosure by maintaining and enforcing policies and physical and electronic

safeguards against misuse and improper disclosure. Unlawful disclosure of Social Security numbers is prohibited, and access to them is limited to personnel who need access to such information in order to perform their job functions.

Notice to North Dakota Residents

Pursuant to state law, we will only share information with our Service Providers and with third parties as required or permitted by law, or if you give us your permission.

Notice to Vermont Residents

The NetCredit Provider will not disclose information about you with its Affiliated Companies or with Non-Affiliated Third Parties, other than as required or permitted by law, without your express permission.

ELECTRONIC SIGNATURES AND CONSENTS

By clicking the "I AGREE" button below and providing any additional information as may be requested below, you understand and acknowledge that you are taking the following two (2) separate actions:

1. ACH AUTHORIZATIONS

By electronically signing this Authorization by typing in the last four digits of your social security number below, you certify that you have fully read and understood the sections of this Agreement captioned "ACH AUTHORIZATION FOR YOUR LOAN PROCEEDS" (http://portal.netcredit.com/accounts/7834492/loans/2015VA120578593/contract#ach_authorization_for_your_loan_proceeds) and "AUTHORIZATION FOR REPAYMENT BY ACH" (http://portal.netcredit.com/accounts/7834492/loans/2015VA120578593/contract#authorization_agreement), you agree to comply with, and be bound by, their terms and you agree and understand that you are authorizing us to credit your Bank Account with the proceeds of your loan and to debit Your Bank Account for the amounts owed under this Agreement.

Enter the last 4 digits of your
Social Security Number

Please note that we separately authenticate the above electronic signature when you click the "I Agree" button below

2. AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT

By electronically signing this Agreement by typing in your name and social security number below and then clicking the "I Agree" button below, (a) you acknowledge that the Agreement was filled in before you did so and that you have reviewed the entire Agreement including the FEDERAL TRUTH-IN-LENDING DISCLOSURES (http://portal.netcredit.com/accounts/loans/2015VA/contract#truth_in_lending) and our PRIVACY POLICY (http://portal.netcredit.com/accounts/loans/2015VA/contract#privacy_policy), (b) you acknowledge that your right to file suit against us for any claim or dispute regarding this Agreement is limited by the WAIVER OF JURY TRIAL (http://portal.netcredit.com/accounts/loans/2015VA/contract#walver_of_jury_trial) and ARBITRATION (http://portal.netcredit.com/accounts/loans/2015VA/contract#arbitration_provision) provisions, (c) you represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, and (d) you acknowledge that you have read and understood all of the terms of this Agreement including the provisions mentioned above and you agree to comply with, and be bound by, all of those terms.

Please note that when you click the 'I Agree' button below, we authenticate your electronic signature and we also separately authenticate your electronic signature for the ACH Authorizations that you separately and voluntarily entered above.

YOU SHOULD PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS. AN ELECTRONIC COPY WILL BE MAINTAINED ON THIS WEBSITE IN YOUR PASSWORD PROTECTED CUSTOMER HISTORY.

Any comments or questions may be directed to Customer Comment Line at the following toll-free number: 877-392-2014 or via e-mail to support@netcredit.com (<mailto:support@netcredit.com>).

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature block:

Signed At:

09:18 AM on April 27, 2015

Connected From:

152.130.7.64

Signed By:

Signed As:

Contract: {SHA} 107893fe6e63557812533e5ce7a1a23c49767a9d

ACH Authorization: {SHA} 8667ecf573955d72a9aa8b5c23e0a3d4c853c4e8

NetCredit Signature Block:

Signed at: 12:15 AM on April 28, 2015

Signed by: David Fisher, President, NC Financial Solutions, LLC, as sole member of NC Financial Solutions of Utah, LLC (d/b/a NetCredit)

NetCredit: {SHA} 1d9acd1ef7747bc9dc39556d098684d39ee9ae84

Terms and Conditions of Use

Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY. BY ACCESSING OUR SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR SERVICES AND MUST DISCONTINUE YOUR USE OF THE SITE AND SERVICES. To print our full Privacy Policy, click [here](https://www.netcredit.com/privacy-policy) (<https://www.netcredit.com/privacy-policy>). To print our full Terms & Conditions, click [here](#).

Ownership of Site; Agreement to Terms of Use

Welcome to www.netcredit.com (<https://www.netcredit.com>), including any linked websites and mobile applications (the "Site"). The Site is owned and operated by NC Financial Solutions, LLC (collectively, "NETCREDIT," "Company," "we," "our," or "us"). These Terms govern your use of the Site and any of the products and services made available via the Site ("Services"). Your compliance with these Terms is a condition to your use of the Site and Services. By using our Site or using or applying for a Service, you are agreeing to these Terms and the terms of our Privacy Policy (<https://www.netcredit.com/privacy-policy>). These Terms constitute a legal contract between you and NETCREDIT governing your use of the Site and Services, to the extent not superseded by the terms and conditions of any contract you enter into for Services.

Modifications

We may, from time to time, make modifications, changes or additions to these Terms. You agree that your continued use of the Site or Services following the posting of such changes is your acceptance of such changes. Therefore, you should visit this page periodically to review any changes to the Terms.



Eligibility

The Services are not available to persons under the age of 18 or to persons who are not legal residents of the United States. BY USING THE SITE OR APPLYING FOR OR USING ANY OF THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES. Not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by NETCREDIT, its affiliates, and/or its partner lenders.

Privacy

NETCREDIT's **Privacy Policy** (<https://www.netcredit.com/privacy-policy>) applies to our use of your personal information, and its terms are expressly incorporated by reference.

Registration

While you may use the Site without registering, certain functionality or areas of the Site require you to register and create a username and password in order to access such portions of the Site. You may not share your username or password with others. You are solely responsible for (i) authorizing, monitoring, controlling access to and maintaining the confidentiality of your username and password, (ii) informing us, in writing, of any need to deactivate a username due to security, confidentiality or other concerns, and (iii) any charges or damages that may be incurred by use of your username and password, for any reason, until such time as you tell us to deactivate your account or other such notification that your account has been compromised or such other unauthorized use. We are not liable for any harm related to any authorized or unauthorized use of your username or password.

Site Security

You acknowledge that use of a username and a password is an adequate form of security. You acknowledge and agree that Internet transmissions are never completely private or secure and that any message or information you send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions. In addition, as a condition of your use of this Site, you agree that you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any NETCREDIT customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the NETCREDIT network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via

means of submitting a virus to this Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" or (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our Website are not encrypted.

Consent to Be Contacted

By submitting your contact information to us, you are expressly consenting to be contacted by us by telephone, email or postal mail even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution.

We may contact you for application and loan servicing, including without limitation, for matters related to your loan or application; to remind you of upcoming payments; or for collections and other loan-related issues.

By submitting your contact information, registering for an account, applying for a Service or beginning an application for a Service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access, and, in connection with any such telephone calls, you consent to the use prerecorded/artificial voice messages and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your loan or application, such as reminding you of upcoming payments, collections, and other loan-related issues. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location and contact information for you.

You hereby further consent that we may utilize third party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms.

You may change your contact preferences by contacting us at (877) 392-2014 or while logged into your account, by visiting the account home screen.

Intellectual Property

The Site is protected by United States and international copyright and trademark laws and other applicable intellectual property laws, and together with any material made available for download, any content, files, code, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site (collectively, the "Content") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved, in writing, by NETCREDIT. You may not frame or utilize framing techniques to enclose, or deep link to, our names, trademarks, service marks, logos, Content or other proprietary information without our express written consent. You are authorized solely to view and retain a copy of the pages of the Site for your own personal, non-commercial use. Additionally, you agree that you will not (i) remove or alter trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) make any other modifications to any documents obtained from the Site other than in connection with completing information required to transact business with NETCREDIT.

Submissions, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, ideas, suggestions, information, files, images or other materials to us or the Site, or if you submit any materials through third party services, such as by tagging us on Instagram (collectively, "Submissions"), you represent and warrant that you are the owner of or have the necessary rights and licenses to provide such Submissions and you further agree to, and hereby grant to us, a royalty-free, irrevocable, and fully transferable right and license to use the Submissions at our discretion and to use your name as provided in connection with your Submission or as set forth in your account. Please do not provide any Submissions that (i) are abusive, unlawful, obscene, or harmful, or that could encourage criminal or unethical behavior, (ii) violate or infringes the intellectual property or privacy rights of any person or entity, or (iii) contain or transmit a virus or any other harmful component. We take no responsibility and assume no liability for any Submissions provided by you or any third party, and under no circumstances shall we be liable for any user Submissions, including, but not limited to any loss or damage that results from the Submissions being transmitted or made available on the Site or through the use of the Site and Services. NETCREDIT shall not be subject to any obligations of confidentiality regarding such Submissions except as may be expressly agreed in writing by NETCREDIT or as otherwise specifically required by law.

Sweepstakes & Other Promotions

From time to time, NETCREDIT may conduct promotions on or through the Site, including without limitation, contests, sweepstakes and other promotions ("Promotions"). Each Promotion may have additional terms and/or rules of participation ("Promotion Rules"), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in

which you participate will be deemed incorporated into and form a part of these Terms for the Promotions. It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements.

Digital Millennium Copyright Act Notice / Claims of Copyright Infringement & Related Issues (17 U.S.C. § 512)

We respect the intellectual property rights of others. If you believe work has been reproduced in a way that constitutes copyright infringement, you may notify our agent by providing the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;
- Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims. If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following:

- A physical or electronic signature of the poster;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant.

Notices of the foregoing copyright issues should be sent as follows:

By Mail: NC Financial Solutions, LLC, 175 W. Jackson Blvd., Suite 1000, Chicago, IL 60604.

By E-Mail: registeredagent@enova.com

By Facsimile: 855.878.1068

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. This information should not be construed as legal advice. For further information about the DMCA, please visit the website of the United States Copyright Office at <http://www.copyright.gov/onlinesp> (<http://www.copyright.gov/onlinesp>).

Third Party Sites / Links

This Site may contain links to sites maintained by third parties. NETCREDIT is not responsible for the content or privacy policies of those sites, and the existence of such links should not be considered an endorsement or recommendation of those sites or of any product or service offered on those sites or of any party that is associated with those sites. Please note that other sites and webpages linked to or from this Site may be governed by separate terms and conditions, including privacy policies. Please refer to the applicable terms and conditions and privacy policies of those sites and webpages when visiting them.

Disclaimer of Warranty

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED "AS IS," "AS AVAILABLE" WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, NEITHER NETCREDIT, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS THEREOF, SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS SITE, THE SERVICES OR CONTENT, OR YOUR INABILITY TO ACCESS OR USE ANY OF THE FOREGOING, OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR FAILURE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SITE, THE SERVICES, SUBMISSIONS OR THE CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS WITH RESPECT TO THE INCIDENT GIVEN RISE THE CAUSE OF ACTION. The foregoing limitation applies to the extent permitted by law in the applicable jurisdiction.

Indemnification

You agree to defend, indemnify and hold NETCREDIT and its affiliates and its and their directors, officers, employees, agents, contractors, successors or assigns thereof harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of your breach of these Terms or violation of applicable law, any of your Submissions, your use or access of the Site, or access by anyone accessing the Site using your account. We reserve the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

Additional Terms

Certain features or Services available through the Site may be subject to additional terms, which will be presented to you at that time. In the event of a conflict between these Terms and such additional terms, the additional terms will govern solely with respect to such features and Services. Such additional terms are expressly incorporated into and made part of these Terms.

Minors

This Site is not directed at children under the age of thirteen (13). NETCREDIT does not knowingly collect personal information from any child under the age of thirteen (13) at this Site.

Law and Venue

This Site is located in the State of Illinois. These Terms of Use and the relationship between you and NC Financial Solutions shall be governed by the laws of the State of Illinois without regard to its conflicts of law provisions.

Arbitration

THIS ARBITRATION SECTION DOES NOT APPLY IF (1) YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH A MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT AND (2) OUR DISPUTE INVOLVES THE EXTENSION OF CONSUMER CREDIT.

Certain portions of this Section are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and NETCREDIT agree that each of the parties intends that this Section satisfies the “writing” requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

First – Try To Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates in any way to the Site, the Services, Content, Submissions or these Terms (collectively, “Dispute”), excluding any claims relating to any of NETCREDIT’s actual or alleged intellectual property rights (an “Excluded Dispute”, which includes those actions set forth below under Injunctive Relief), then both you and NETCREDIT agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. NETCREDIT’s notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this sub-Section to send such notice. Your notice to NETCREDIT must be sent to: NC Financial Solutions, LLC, 175 W. Jackson Blvd., Suite 1000, Chicago, IL 60604 (Attn: General Counsel). For a period of sixty (60) days from the date of receipt of notice from the other party, NETCREDIT and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or NETCREDIT to resolve the Dispute or Excluded Dispute on terms with respect to which you and NETCREDIT, in each party’s sole discretion, are not comfortable.

Forums for Alternative Dispute Resolution

Arbitration. If NETCREDIT is unable to resolve a Dispute as set forth in the section above within sixty (60) days of receipt of the notice, then either party may submit the Dispute to formal arbitration in accordance with this sub-Section.

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years experience as a practicing member of the bar in the substantive

practice area related to the Dispute, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if NETCREDIT elects, in its sole discretion, to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award.

You can obtain AAA procedures, rules, and fee information as follows:

By calling AAA at: 800.778.7879

By visiting the AAA website at <https://www.adr.org> (<https://www.adr.org>)

Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor the terms of these Terms and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. Each party is responsible to pay the applicable administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require NETCREDIT to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then NETCREDIT will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE MUST BE FILED WITHIN ONE YEAR AFTER SUCH DISPUTE AROSE OR BE FOREVER BARRED.

Injunctive Relief. The foregoing provisions of this Arbitration Section will not apply to any legal action taken by NETCREDIT to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, Services, any Content, Submissions and/or NETCREDIT's intellectual property rights.

Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either party may bring qualifying claim of Disputes in small claims court, subject to the Section Federal and State Courts in Cook County, IL below.

No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to the Arbitration sub-Section above holds that this restriction is unconscionable or unenforceable, then the agreement in the Forums for Alternative Dispute Resolution Section above to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to the Section directly below.

Federal and State Courts in Cook County, IL. Except to the extent that arbitration is required in Forums for Alternative Dispute Resolution Section above, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute may only be instituted in state or federal court in Cook County, Illinois. Accordingly, both you and NETCREDIT consent to the exclusive personal jurisdiction and venue of such courts for such matters.

Miscellaneous

Any failure by NETCREDIT to exercise any rights or enforce any of these Terms shall not constitute a waiver of such rights or terms. If any provision of these Terms or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law. These Terms constitute the entire agreement between you and NETCREDIT with regard to your use of the Site, Services or the Content, and any and all other written or oral agreements or understandings previously existing between you and NETCREDIT with respect to such use are hereby superseded and cancelled. NETCREDIT will not accept any counter-offers to these Terms, and all such offers are hereby rejected.

This Site, the Services and its Content are directed to persons residing in the United States. You may not use or export or re-export any portion of this Site, Services or its Content in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.



(877) 392-2014

Sign In

Menu

Check Your Eligibility



A Personal Loan on *Your* Terms

Check your eligibility for up to \$10,000 — without affecting your credit score.

Learn More about What We Offer

Select your desired loan amount

Slider control with a double-headed arrow icon in the center.

\$5000



Check Your Eligibility

This won't affect your credit score!





(877) 392-2014

Sign In

Menu

Check Your Eligibility

\$5000

This won't affect your credit score!

A More Personal, Personal Loan



Find the RightFit

Know the ClearCost

Built-In CreditBuilder





1. Check Your Eligibility

Fill out the quick online form, and instantly see what you may qualify for. Thanks to **My ScoreSaver™**, this won't affect your credit score.

Trusted by Thousands of People Like You



TRUSTPILOT
TRUST SCORE: 8.9
773 Reviews

NetCredit knows customer service. They made it simple and easy and were absolutely great to work with. I would highly recommend NetCredit.

— George M.





(877) 392-2014 | [Sign In](#)

[Menu](#)

[Check Your Eligibility](#)

100% Committed to Customer Satisfaction

At NetCredit, your satisfaction comes first. That's why we've created a process that's simple, transparent and reliable.



Protect Your Choice

With NetCredit's **My Choice Guarantee™**, you can return your loan within a limited time after funding if it isn't the right fit. [Read More!](#)



[Strong Partnerships for Your Benefit](#)



No Surprises

At NetCredit, we keep our terms simple, so there's nothing to hide! [Check out our Rates & Terms](#) for all the details.



[Learn How We Protect Your Information](#)

**REPUBLIC
BANK**
Member FDIC

CFSI

2016 Network Member

**ENVA
LISTED
NYSE**

NetCredit

(877) 392-2014

support@netcredit.com



WHAT WE OFFER

How It Works

FAQ

Rates and Terms

COMPANY

About Us

Contact Us

News & Media

LEGAL

Privacy Policy

Terms of Use

Opt Out

RESOURCES

Blog

Sitemap

Personal Finance Resources

Financial Education

© 2018 NetCredit

IN AR, AZ, DC, FL, IN, KS, KY, LA, MI, MS, MT, NE, OH, OR, TX, WA, all installment loans are offered by Republic Bank & Trust Company, member FDIC. See the Rates & Terms page for details and availability in your state of residence. Loan subject to underwriting and approval. Such loans or approval therein, may be sold or transferred by the bank to third parties, including NetCredit Finance, LLC.

IN AL, CA, DE, GA, ID, IL, MO, ND, NM, SC, SD, UT, VA, WI, all other installment loans are made by a member of the NetCredit family of companies. CA residents: NC FINANCIAL SOLUTIONS OF CALIFORNIA, LLC dba NetCredit is licensed by the Commissioner of Business Oversight (California Financing License No. 6034020).





State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
 Articles/Statement of Conversion

This form cannot be hand written
 Date: 12/30/2016
 Receipt Number: 6701436
 Amount Paid: \$37.00

RECEIVED
 DEC 30 2016

Non-Refundable Processing Fee: \$37.00

CONVERSION

Utah Div. of Corp. & Comm. Code

1. The Articles/Statement of Conversion shall state:

Entity Number: 51691171 10209905-0160

First: The name and entity type of the company immediately prior to the filing of the conversion:
 Name: NC Financial Solutions of Virginia, LLC

Entity Type (Corp, LLC, LP, Partnership, DBA, etc.): LLC

Second: The date and state where the company was first created and, if it has changed, its jurisdiction immediately prior to its conversion;

6/13/2012

Date of formation

DE

State / Jurisdiction

Third: The name and entity type of the company as set forth in its converted entity filing:
 Name: NC Financial Solutions of Virginia, LLC

Entity Type: LLC

UT

State / Jurisdiction

C T Corporation System 1108 E. South Union Ave., Salt Lake City County, Midvale, UT 84047
 Registered Agent address or mailing address for service of process if not qualified as a foreign entity in Utah

Fourth: The future effective date of the conversion to the new entity if it is not to be effective upon the filing of the conversion;

January 1, 2017

DELAYED EFFECTIVE DATE

Fifth: Under penalties of perjury, I declare that the Articles/Statement of Conversion have been duly approved by the owners of the entity.

Name: Lisa M. Young

Title: VP & Sec of Sole Member

Signature:

Date: December 21, 2016

2. Additional filing requirements: The non-refundable processing fee of \$37.00 payable to the State of Utah, and application for new entity must accompany this form. No additional fee for the new application.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed and approved as of this delayed effective date:
1st day of Jan 2017
 in this office of this Division and hereby issued
 This Certificate thereof.

Examiner

Date 1/6/17



Kathy Berg
 Kathy Berg
 Division Director





State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
 Certificate of Organization (Limited Liability Company)

This form cannot be hand written.

10209905-0140

RECEIVED

DEC 30 2016

Utah Div. of Corp. & Comm. Code

DEC 30 15 09:10:06

DELAYED EFFECTIVE DATE

CONVERSION

Important: Read instructions before completing form

Non-Refundable Processing Fee: \$70.00

1. Name of Limited Liability Company:		NC Financial Solutions of Virginia, LLC			
2. Principal office address: Street Address Required PO Box can be listed after Street Address		175 W. Jackson Blvd., Ste. 1000, Chicago, IL 60604			
3. The name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent): CT Corporation System		City	State	Zip	
The address must be listed if you have a non-commercial registered agent. See instructions for further details.					
Address of the Registered Agent: 1108 East South Union Ave.		Utah Street Address Required, PO Boxes can be listed after the Street Address			
City: Midvale		State UT	Zip: 84047		
4. Signature of Organizer					
Signature:					
5. Name and Address of Members and/or Managers (optional):	1. Name	NC Financial Solutions, LLC		Member	
	Address	175 W. Jackson Blvd., Ste. 1000	Chicago	Illinois	60604
	2. Name				
	Address				
6. Duration (optional):		<input checked="" type="checkbox"/>	The duration of the company shall be perpetual		
		<input type="checkbox"/>	The duration of the company shall be _____		
7. Purpose (optional): Online Consumer Lending					
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.					
Optional Inclusion of Ownership Information: This information is not required.					
Is this a female owned business?		<input type="radio"/> Yes	<input type="radio"/> No		
Is this a minority owned business?		<input type="radio"/> Yes	<input type="radio"/> No	If yes, please specify: Select/Type the race of the owner here	

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed
 and approved as of this delayed effective date:
 10th day of Jan 2017
 in this office of this Division and hereby issued
 This Certificate thereof.

Examiner Date 1/6/17



Kathy Berg
 Kathy Berg
 Division Director



State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
 Articles/Statement of Conversion

This form cannot be hand written
 Date: 02/01/2017
 Receipt Number: 6752692
 Amount Paid: \$37.00



CONVERSION

Non-Refundable Processing Fee: \$37.00

1. The Articles/Statement of Conversion shall state:

Entity Number: ~~5127907~~ 8275846-0161

First: The name and entity type of the company immediately prior to the filing of the conversion:
 Name: NC Financial Solutions of Utah, LLC

Entity Type (Corp, LLC, LP, Partnership, DBA, etc.): LLC

Second: The date and state where the company was first created and, if it has changed, its jurisdiction immediately prior to its conversion;

03/21/2012

Date of formation

DE

State / Jurisdiction

Third: The name and entity type of the company as set forth in its converted entity filing;
 Name: NC Financial Solutions of Utah, LLC

Entity Type: LLC

UT

State / Jurisdiction

G T Corporation System 1108 E. South Union Ave., Salt Lake City County, Midvale, UT 84047
 Registered Agent address or mailing address for service of process if not qualified as a foreign entity in Utah

Fourth: The future effective date of the conversion to the new entity if it is not to be effective upon the filing of the conversion;

February 1, 2017

Fifth: Under penalties of perjury, I declare that the Articles/Statement of Conversion have been duly approved by the owners of the entity.

Name: Lisa M. Young

Signature:

Title: VP & Sec of Sole Member

Date: January 30, 2017

2. Additional filing requirements: The non-refundable processing fee of \$37.00 payable to the State of Utah, and application for new entity must accompany this form. No additional fee for the new application.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed
 and approved on this 01 day of Feb, 2017
 in this office of this Division and hereby issued
 This Certificate thereof.

FEB 1 '17 AM 10:09

Examiner: to

Date: 2-7-17



Kathy Berg
 Division Director

03/16





State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
 Certificate of Organization (Limited Liability Company)

This form cannot be hand written

Date: 02/01/2017
 Receipt Number: 6752692
 Amount Paid: \$37.00

CONVERSION

Important: Read instructions before completing form

Non-Refundable Processing Fee: \$70.00

1. Name of Limited Liability Company:		NC Financial Solutions of Utah, LLC			
2. Principal office address: Street Address Required PO Box can be listed after Street Address		175 W. Jackson Blvd., Ste. 1000, Chicago, IL 60604			
3. The name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent):		C T Corporation System			
The address must be listed if you have a non-commercial registered agent. See instructions for further details.					
Address of the Registered Agent:		1108 East South Union Ave.			
City:		Midvale		State	UT
4. Signature of Organizer		Zip: 84047			
Signature:					
5. Name and Address of Members and/or Managers (optional):	1. NC Financial Solutions, LLC	Member			
	Name	175 W. Jackson Blvd., Ste. 1000		Position	
	Address	Chicago	Illinois	60604	
	2. Name			State	Zip
	Address			Position	
				City	State Zip
6. Duration (optional):		<input checked="" type="checkbox"/>	The duration of the company shall be perpetual		
		<input type="checkbox"/>	The duration of the company shall be _____		
7. Purpose (optional): Online Consumer Lending					
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.					
Optional Inclusion of Ownership Information: This information is not required.					
Is this a female owned business?		<input type="radio"/>	Yes	<input type="radio"/>	No
Is this a minority owned business?		<input type="radio"/>	Yes	<input type="radio"/>	No
				If yes, please specify: <input type="text" value="Select/Type the race of the owner here"/>	

03/16

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed
 and approved on this 01 day of Feb 20 17
 in this office of this Division and hereby issued
 This Certificate thereof.

FEB 1 '17 AM 10:10

Examiner

Date 2-7-17



Kathy Berg
 Division Director

**CONSUMER CREDIT
NOTIFICATION FORM
(Title 70C, Utah Code)**

STATE OF UTAH
Department of Financial Institutions
324 South State Street, Suite 201, SLC, UT 84111
Mailing Address: P.O. Box 146800, Salt Lake City, UT 84114-6800
www.dfi.utah.gov Fax: (801) 538-8894 Tel: (801) 538-8830

1) Utah Business Name and Mailing Address	Do Not Write In This Space
---	----------------------------

IF YOU LEND TO CONSUMERS (primarily for personal, family or household purposes), SELL OR PROVIDE GOODS OR SERVICES ON A CREDIT BASIS TO UTAH CONSUMERS, MAKE CONSUMER LEASES OR TAKE ASSIGNMENTS OF CONSUMER DEBT, YOU ARE REQUIRED TO FILE NOTIFICATION AND PAY THE NOTIFICATION FEE OF \$100 AT LEAST 30 DAYS BEFORE COMMENCING BUSINESS. Thereafter, renewals will be due on or before each January 31st. When complete, return the form along with a check or money order made payable to the **Department of Financial Institutions** at the mailing address shown above.

- 2) Name of lender, provider, seller, lessor, or assignee _____
- 3) **Submit a current copy of the Certificate of Existence** issued by the Utah Department of Commerce, Division of Corporations.
- 4) Address of principal office (may be outside Utah) _____
City _____ State _____ Zip _____ Telephone _____
- 5) Addresses of all offices or places of business in Utah, if any (attach a separate sheet if necessary)
- 6) Name / Address of contact person for complaint resolution _____
City _____ State _____ Zip _____ Telephone _____
- 7) Name / Address in Utah of registered agent upon whom service of process can be made _____
- 8) Email address of person responsible for filing notification _____
- 9) Please indicate which types of consumer credit you are engaged in, or plan to engage in this year (check all that apply):
 - Financing of consumer goods
 - Financing of consumer services
 - Open end 1st mortgage loans
 - 2nd mortgage loans
 - Consumer leases
 - Unsecured consumer loans
 - Auto loans
 - Mobile home/RV loans
 - Premium financing
 - Consumer debt collection
 - Payday or deferred deposit loans
(Additional registration required - dfi.utah.gov/money-services/deferred-deposit-lender) NMLS# _____
 - Auto title loans
(Additional registration required - dfi.utah.gov/money-services/title-lenders) NMLS# _____
 - Other (please specify) _____

I hereby certify that the information provided in this form is true and correct.

Print or type:

Date _____ Signature _____

Name _____

Title _____



INSTRUCTIONS

NOTIFICATION FEE

- 1. Sellers, Providers and Lessors** - Every party who regularly engages in the business of providing financing, selling or leasing goods or services to persons for personal, family or household purposes by either imposing a finance charge or accepting payments by written agreement in more than four installments, is required to file the notification form and pay the \$100 notification fee 30 days before commencing business. A party is deemed to extend consumer credit regularly if credit is granted more than 25 times, or more than five times for transactions secured by a principal dwelling (excludes closed-end first mortgages), in any calendar year.
- 2. Lenders** - Every party who regularly engages in the business of lending to persons for personal, family or household purposes by either imposing a finance charge or accepting payments by written agreement in more than four installments, is required to file notification and pay the \$100 notification fee 30 days before commencing business. A party is deemed to extend consumer credit regularly if credit is granted more than 25 times, or more than five times for transactions secured by a principal dwelling (excludes closed-end first mortgages), in any calendar year.
- 3. Assignees** - Parties which take assignments of and undertake direct collection of payments from, or enforce contractual rights against debtors, arising from consumer transactions in this state, are required to file notification and pay the \$100 notification fee.

Depository institutions including banks, industrial loan corporations, credit unions and savings and loans are exempt from the notification requirements.

FOR FURTHER INFORMATION CONTACT:

State of Utah, Department of Financial Institutions
Telephone: (801) 538-8830
Fax: (801) 538-8894
www.dfi.utah.gov



Search DFI

Home Non-Depository Consumer Lending Notification Form

Notification Form

[Consumer Credit Notification Form \(16KB\)](#)

Filing instructions are included on the notification form. If you wish to engage in Consumer Credit activities with Utah Citizens, complete the form and return it with the appropriate fee and current Certificate of Existence.
Consumer Credit Notification Form last revised 10/15.
Note: If you haven't already done so, you should register your business name with the Utah Department of Commerce at (801) 530-4849.

- Non-Depository
- Consumer Lending
- Notification Form
- Holding Companies
- Mortgage Lending
- Trust Companies

Recent News

General Information	Financial Institutions	Non-Depository	Money Services	Resources	About Us
Application Status	Banks	Consumer Lending	Check Cashers	Archives	Commissioner
Consumer Type	Credit Unions	Holding Companies	Escrow Agents	News	Employees
Department	Industrial Banks	Mortgage Lending	Money Transmitters	Helpful Links	History
Publications	Savings & Loans	Trust Companies	Trust Lenders	SiteMap	Mission Statement
			Deferred Deposit Lender		Organization Chart



UTAH
DEPARTMENT OF FINANCIAL INSTITUTIONS

Local Call

Office Hours

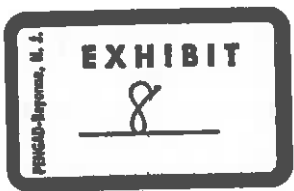
Monday - Friday

9:00 AM - 5:00 PM

Postal Address

Contact Info

Feedback





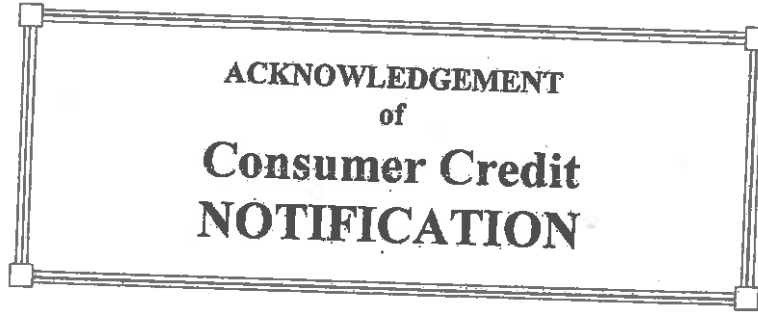
**DEPARTMENT OF
FINANCIAL
INSTITUTIONS**

G. Edward Leary
Commissioner
Darryle P. Rude
Chief Examiner
R. Paul Allred
Deputy Commissioner

STATE OF UTAH

Gary R. Herbert
Governor
Spencer J. Cox
Lieutenant Governor

NC FINANCIAL SOLUTIONS OF UTAH LLC
175 W JACKSON BLVD STE 1000
CHICAGO IL 60604



Received by the Utah Department of Financial Institutions effective
January 28, 2016

Let this notice serve to acknowledge that

NC FINANCIAL SOLUTIONS OF UTAH LLC

has provided notification in accordance with section 70C of the Utah Code in order to conduct consumer credit activities in Utah. This notification expires January 31, 2017.

Please retain the original for your records. Copies of this notice may be given to interested parties as evidence of notification.

Eva Rees, Supervisor of
Consumer Credit & Compliance



Returning Customer? Log In

Dear
Account #:

Thank you for contacting NetCredit. Per your request, we have canceled your ACH authorization for loan . You may create a new authorization at any time by calling our Customer Support Team at (877) 392-2014.

Please understand that the cancellation of your electronic authorization does not relieve you of your obligation to repay your loan, and that all payments are still due on your scheduled installment dates. Call our Customer Support Team at (877) 392-2014 to set up arrangements for your next payment via check, debit/credit card, Western Union or Money Gram.

Remember that we report payment activity to major credit bureaus, and making full and on-time payments toward your loan may help you build positive credit history. Conversely, late payments could hurt your credit score or damage your credit health.

If you have any questions or concerns, our Customer Support Team is available Monday - Friday, 8am - 8pm CT and Saturday - Sunday, 9am - 5:30pm CT at (877) 392-2014.

You can also sign in to view your account details online at any time.

Sincerely,

The NetCredit Customer Support Team
Phone: (877) 392-2014
Email: support@netcredit.com
Fax: (855) 878-1068
www.netcredit.com

To ensure delivery of important updates from NetCredit please take a moment to add support@netcredit.com to your email address book.

[Home](#) | [How It Works](#) | [FAQ](#) | [About Us](#) | [Contact Us](#)

NetCredit 176 W Jackson Blvd Suite 1000 Chicago, IL 60604
Privacy Policy | © 2012 NetCredit LLC.

