



Loan Application No: PL-97831024

Hello,

As a company we do not believe in any upfront in form of cash, credit or debit card. Only a guarantee is required from the customer which your loan officer will guide you throughout the process. Please call at back at the mentioned number NOW to get your loan in cash within 20 to 45 minutes.

If you need assistance, the Business Assistance Center located at the 595 Market Street, Suite 200 San Francisco, California 94105, serves as a community resource for business information, orientation, and training for business information, orientation, and training.

**Thanks and Regards,
Loan Officer
Mark Taylor
ID: MJ1993**

**(415) 799-3138
(628) 237-2547**

Contact Number (415) 799-3138 – (628) 237-2547

Please read this Borrower Agreement carefully and print or save a copy for future reference.

This Borrower Agreement is between you ("you" and "your" mean you and each and every other borrower, including any joint applicant/co-borrower, who is obtaining a loan from us) and Lending Club Bank, National Association ("we," "us," "our," and "Lending Club"). If you request a loan from us, and if that request results in a loan that is approved and funded, then your loan will be governed by the terms of this Borrower Agreement and the Loan Agreement and Promissory Note, which is attached to this Borrower Agreement as Exhibit A (the "Loan Agreement"), as may be revised from time to time. The version of the Loan Agreement in effect when you make a loan request will apply to any loan made in response to that request, and any separate loan would be governed by the version of the Loan Agreement then in effect. By consenting to this Borrower Agreement, you are also agreeing to the Loan Agreement and authorizing us to complete the Loan Agreement as necessary to facilitate your loan request. This Borrower Agreement will terminate if your loan request is cancelled, withdrawn, or declined.

BY ELECTRONICALLY SIGNING THIS BORROWER AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO THESE TERMS.

1. Loan Terms. Your loan will have a principal balance in the amount set forth in the final Truth in Lending disclosure ("TIL Disclosure") and Loan Agreement corresponding to your loan. You agree and acknowledge that any preliminary loan disclosures made to you prior to the disbursement of loan proceeds may be revised based on the actual, initial principal balance of the loan. All loans are unsecured, fully-amortizing, closed-end loans for the term stated in your TIL Disclosure and Loan Agreement. Your obligations, including your obligation to repay principal and interest, are set forth in the TIL Disclosure and the Loan Agreement. Other fees and terms of the loan will also be set forth in the Loan Agreement. All payments are to be applied to your obligations as we determine in our sole discretion, except to the extent applicable law requires that we apply payments in a specific manner.

2. Limited Power of Attorney Grant. As a condition to receiving a loan from us, you hereby grant to us a limited power of attorney ("Power of Attorney") and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to:

- Complete and execute the Loan Agreement(s) in the form attached as Exhibit A that reflect the accepted terms set forth in each of your final TIL Disclosure(s) as such may be posted in response to your loan request(s) in the online account you have established, or will establish, with us ("Online Account");
- Agree to any changes necessary to correct any errors or omissions in any Loan Agreement(s) before or after execution; provided that notice is given to you; and
- Otherwise act with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the exercise of such other powers above as fully to all intents and purposes as you might or could do in person.

This Power of Attorney is limited solely to the purpose described above and will expire automatically upon the termination of this Borrower Agreement. You may revoke this Power of Attorney by contacting us at loan.lendingclubdoc@gmail.com or calling 415-799-3138 and canceling your loan request; provided, however, if a loan request has been approved you must provide such notice before the loan proceeds are transferred to a Designated Account and before the Loan Agreement is executed on your behalf. The performance of any of the foregoing acts by us on your behalf will occur in the State of Utah. Once the Loan Agreement is signed by us or our designee acting as your attorney-in-fact, it is deemed executed on your behalf and shall be your valid and binding obligation thereafter.

3. Loan Consummation. YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT OBLIGATED UNDER THE TERMS OF THE LOAN AGREEMENT, AND THE LOAN TRANSACTION BETWEEN YOU AND US IS NOT COMPLETED (I.E., CONSUMMATED), UNTIL YOUR LOAN HAS BEEN FUNDED. YOU ACKNOWLEDGE THAT WE ARE MATERIALLY RELYING UPON THIS UNDERSTANDING IN UNDERTAKING THE POTENTIAL ISSUANCE OF YOUR LOAN.

4. Information for Members of the Armed Forces and their Dependents. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you are a member of the Armed Forces, or a dependent of a member of the Armed Forces, you may call (415) 799-3138 to hear the preceding statement and certain payment-related information.

5. Use of Loan Proceeds. You agree that you will not use any loan proceeds: (i) to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous educational expenses, or room and board; (ii) to fund any illegal activity or any other activity or use not otherwise allowed under this Borrower Agreement or the terms applicable to any products or services that we offer (each, a "Service"), including but not limited to all Lending Club websites and the subdomains thereof (collectively, the "Site") and the group of financial service technologies that Lending Club or any of its affiliates have developed to enable the services we facilitate or provide (collectively, the "LC Platform"); (iii) for the purpose of purchasing or carrying any securities; or (iv) for the purpose of investing, trading, or speculating in any currencies, including without limitation cryptocurrencies or digital currencies or any futures or derivatives thereof. You further acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us and all representations you make to us.

6. Joint and Several Liability. The liability of any joint applicant/co-borrower under this Borrower Agreement and under the Loan Agreement is in addition to and not in lieu of the obligations of the primary borrower. The joint applicant/co-borrower agrees to abide by the terms and conditions of this Borrower Agreement, the Loan Agreement, and any other agreements and documents provided or executed as part of the loan application process, as if an original signatory.

We (and our designees, successors, and assigns) have sole discretion to proceed, at any time, against any party responsible under this Borrower Agreement. Further, we (and our designees, successors, and assigns) can accept instructions from either you or the joint applicant/co-borrower, and can provide any notice or disclosure to either you or the joint applicant/co-borrower, which shall be binding on and deemed simultaneously received by each.

7. Consent for Communications. You expressly consent and agree to receive communications (including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system) from us, our affiliates, successors and assigns, and designated third-party service providers acting on our behalf, regarding any loan or account application that you submit or attempt to submit to us, any loan that you obtain from or through us, and any account that you establish with us, at any telephone number that you provide to us or that we can reasonably associate with you (through skip trace, caller ID capture or other means), now and in the future, including cellular telephone numbers. You agree to notify us if any

telephone number associated with any such application, loan, or account, changes or is reassigned to a new subscriber. You certify that you are authorized to provide this consent because you are either the subscriber of the telephone number you provide or a non-subscriber customary user with authority to provide this consent. Standard communication rates, fees, and charges from your telephone service provider may apply. You agree that we may monitor and record any communications between you and us for quality assurance and other permitted business purposes. You understand and agree that we may always communicate with you in any manner allowed by law that does not require your consent.

8. Assignment; Servicing; Registration. We may sell, assign, or transfer this Borrower Agreement and the Loan Agreement, or any of our rights under this Borrower Agreement or the Loan Agreement, in whole or in part at any time. You understand, acknowledge and agree that a third-party assignee may further sell, assign or transfer your Loan Agreement and all associated documents and information related to the Loan Agreement, in whole or in part at any time, without your consent or notice to you (subject to applicable law and the registration requirement below). You further understand and agree that we and any assignee of the Loan Agreement may share account information with any services or sub-services. You may not assign, transfer, sub license or otherwise delegate your rights or obligations under this Borrower Agreement or any Loan Agreement to another person without our prior written consent. Any such assignment, transfer, sub license or delegation in violation of this section 8 shall be null and void. Subject to applicable law, we may delegate servicing of any loan you obtain to another entity in our sole discretion without notice, and any subsequent holder of the Loan Agreement may act as service of any loan that you obtain, and may delegate servicing to another entity in its sole discretion without notice.

You hereby appoint us as your agent (in such capacity, the "Note Registrar") for the purpose of maintaining a book-entry system (the "Register") for recording the names and addresses of any owner of beneficial interests in this Note (the "Note Owners") and the principal amounts and interest on this Note owing to each pursuant to the terms hereof from time to time. The person or persons identified as the Note Owners in the Register shall be treated as the owner(s) of this Note for purposes of receiving payment of principal and interest on such Note and for all other purposes. With respect to any transfer by a Note Owner of its beneficial interest in this Note, the right to payment of principal and interest on this Note shall not be effective until the transfer is recorded in the Register.

9. Entire Agreement. This Borrower Agreement, together with any corresponding Loan Agreement, the Application Terms and Conditions, any other document provided or executed as part of the loan application process, represent the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to your loan request and loan.

10. Electronic Transactions. THIS BORROWER AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES.

11. Notices. Unless we state otherwise in this Borrower Agreement, all notices to be provided to us under this Borrower Agreement must be sent to us at Lending Club Bank, N.A., 595 Market Street, Suite 200, San Francisco, California 94105, Attention: Legal Department. All notices and other communications from us to you hereunder may be given by email to your registered email address or posted in your Online Account, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have control of such email account and your Online Account, and that communications from us may contain sensitive, confidential, and

collections-related communications. If your registered email address changes, you must notify us of the change by sending an email to loan.lendingclubdoc@gmail.com or calling 415-799-3138. You also agree to update your registered residence address and telephone number if they change, which you may do in your Online Account. You acknowledge and agree that, if your loan is assigned, you must notify your loan services of any changes to your contact information.

12. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS BORROWER AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION ON LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THIS BORROWER AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

14. Controlling Law. We are located in the State of Utah, this Borrower Agreement is entered into in the State of Utah and is a contract made under the law of the State of Utah, and funds for loans are disbursed from the State of Utah. The provisions of this Borrower Agreement will be governed by Federal laws and the laws of the State of Utah to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

15. Miscellaneous. The parties acknowledge that there are no third-party beneficiaries to this Borrower Agreement. Any waiver of a breach of any provision of this Borrower Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Borrower Agreement will not constitute a waiver of such term or condition. Without limiting the foregoing, we may extend the time to make a payment without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, or waive any fee without losing the right to impose that fee when due in the future. If at any time after the date of this Borrower Agreement, any of the provisions of this Borrower Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceable of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Borrower Agreement. The headings in this Borrower Agreement are for reference purposes only and shall not affect the interpretation of this Borrower Agreement in any way. You acknowledge and agree that this Borrower Agreement, including Section 16 below, shall apply to any assignee or subsequent holder of the loan.

16. Arbitration Agreement. RESOLUTION OF DISPUTES: PLEASE READ THIS PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, IF YOU DO NOT OPT OUT OF THIS ARBITRATION AGREEMENT AS PROVIDED IN SECTION 16(b) BELOW. IF YOU ARE A "COVERED BORROWER" AS DEFINED BY THE MILITARY LENDING ACT (32 C.F.R. § 232, AS AMENDED FROM TIME TO TIME), THIS SECTION 16 (ARBITRATION AGREEMENT) IS NOT APPLICABLE TO YOU AND YOU DO NOT NEED TO TAKE FURTHER ACTION TO OPT OUT. FOR PURPOSES OF THIS SECTION 16 (ARBITRATION AGREEMENT), THE TERMS "WE," "US," AND "OUR" INCLUDE LENDINGCLUB BANK, NATIONAL ASSOCIATION, LENDINGCLUB CORPORATION, AND/OR THEIR RESPECTIVE AFFILIATES, RELATED PERSONS OR ENTITIES, AND ANY PREDECESSORS AND SUCCESSORS IN INTEREST; ANY SUBSEQUENT HOLDER OF ANY LOAN YOU OBTAIN; AND ANY ASSIGNEE OF ANY CORRESPONDING LOAN AGREEMENT.

YOU AND WE ACKNOWLEDGE THAT WE AND YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER WE OR YOU ELECTS TO HAVE A DISPUTE DECIDED THROUGH ARBITRATION PURSUANT TO THIS ARBITRATION AGREEMENT. YOU AND WE NEVERTHELESS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE OUR RIGHTS TO LITIGATE CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER YOU OR US.

You and We Agree to Arbitrate Disputes Between Us. Either you or we may, at either's sole election, require that the sole and exclusive forum for resolution of a Claim be final and binding arbitration pursuant to this Section 16 ("Arbitration Agreement"), unless you opt out as provided in Section 16(b) below. We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court, so long as the Claim remains in such court and advances only on an individual (non-class, non-representative) basis and seeks relief only applicable to you.

As used in this Arbitration Agreement, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of the Borrower Agreement, the Loan Agreement, any Service (including but not limited to the Site and the LC Platform), any loan application, loan request, or loan, and/or the activities or relationships that involve, lead to, or result from any of the foregoing. Claims are subject to arbitration regardless of whether they arise from contract, tort (intentional or otherwise), a constitution, statute, common law, principles of equity, or any other legal theory. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise.

The scope of this Arbitration Agreement is to be given the broadest possible interpretation that is enforceable. Your agreement to the Borrower Agreement is made pursuant to a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, et seq., governs the interpretation and enforcement of this Arbitration Agreement.

1. **Opt Out Procedure.** You may opt out of this Arbitration Agreement for all purposes by sending an arbitration opt-out notice to Lending Club Bank, N.A., 595 Market Street, Suite 200, San Francisco, California 94105, Attention: Legal Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the Borrower Agreement. The opt-out notice must clearly state that you are rejecting arbitration; identify the Borrower Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice by mail, delivery service (e.g., UPS, FedEx), or courier as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Agreement. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf. If you opt out of this Arbitration Agreement, all other parts of the Borrower Agreement will continue to apply.
2. **Pre-Arbitration Notice of Dispute.** If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Before filing any claim in arbitration, you may notify us of a Claim or dispute you may have by sending an email to loan.lendingclubdoc@gmail.com at any time, or by calling (415) 799-3138 from Mon-Fri 6:00 AM to 5:00 PM PT and Sat 8:00 AM to 5:00 PM PT.
3. **Arbitration Procedures.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. The arbitrator(s) can award the same damages or other types of relief on an individual basis that a court could under applicable law, subject to the limitations set forth in this Arbitration Agreement. All issues are for the arbitrator(s) to decide, except issues relating to arbitrability, the scope or enforce ability of this Arbitration Agreement, or the

interpretation or enforce ability of Section 16(f) below (Prohibition of Class and Representative Actions and Non-Individualized Relief) shall be for a court of competent jurisdiction to decide.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent such rules or policies conflict with this Arbitration Agreement or any countervailing applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit JAMS's web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Agreement, this Arbitration Agreement shall control, subject to countervailing applicable law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator(s) requires otherwise.

Except to the extent preempted, superseded, or supplemented by Federal law, the arbitrator(s) will apply the substantive law of the State of Utah, without regard to principles of conflicts of law, to any dispute or Claim in arbitration, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall take steps to reasonably protect confidential information. The award of the arbitrator(s) shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

4. **Costs of Arbitration.** If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing applicable law, if contrary to the administrator's rules. We shall pay the administrator's hearing fees for up to one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, you request that we pay them and we agree to do so, or you are able to demonstrate to the arbitrator(s) that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by countervailing applicable law.
5. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A PRIVATE ATTORNEY GENERAL ACTION ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED OR COULD HAVE BEEN ASSERTED IN COURT ON A PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU AND WE ALSO AGREE NOT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION AGAINST US OR YOU. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION: (1) NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS OR ENTITIES ARE PARTIES TO A SINGLE TRANSACTION, AND (2) AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A)

DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION 16(F), AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 16(F) SHALL BE DETERMINED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.

6. **Survival and Severability.** This Arbitration Agreement shall survive (i) the suspension, termination, revocation, closure of, or amendments to, the Borrower Agreement, Loan Agreement, and/or the relationship between you and us; (ii) the bankruptcy or insolvency of you or us or any other person; and (iii) any transfer or assignment of any loan or Loan Agreement(s) or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity.

If any portion of this Arbitration Agreement other than Section 16(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Agreement shall nevertheless remain valid and in force. If a court decides that any of the provisions of Section 16(f) above is invalid or unenforceable because it would prevent the exercise of a nonviable right to pursue public injunctive relief and that decision is not overturned after any rights to appeal are exhausted, then any dispute regarding the entitlement to such relief (and only that form of relief) must be severed from arbitration and may be litigated in court. Also, if a court decides that any of the provisions of Section 16(f) above is invalid or unenforceable for any other reason and that decision is not overturned after any rights to appeal are exhausted, then any dispute or Claim that may not be arbitrated in accordance with the provisions of Section 16(f) that are held to be invalid or unenforceable must be severed from arbitration and may be litigated in court. For the sake of clarity, in no event shall any court decision finding a provision of Section 16(f) invalid or unenforceable be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Agreement.

17. **Loan Cancellation.** YOU MAY CANCEL THE LOAN AGREEMENT AT ANY TIME UP TO MIDNIGHT PACIFIC TIME OF THE FIFTH CALENDAR DAY AFTER THE LOAN HAS BEEN FUNDED OR, IF THE FIFTH CALENDAR DAY IS A SUNDAY OR IS DEEMED A HOLIDAY BY US, MIDNIGHT PACIFIC TIME OF THE NEXT BUSINESS DAY FOLLOWING SUCH SUNDAY OR HOLIDAY. YOUR LOAN AGREEMENT MAY BE CANCELLED BY TELEPHONE AT THE PHONE NUMBER BELOW BETWEEN THE HOURS OF 5:00 AM TO 5:00 PM PACIFIC TIME, MONDAY THROUGH FRIDAY AND 8:00 AM TO 5:00 PM PACIFIC TIME SATURDAYS, EXCEPT FOR DAYS DEEMED HOLIDAYS BY US, OR VIA EMAIL AT THE ADDRESS BELOW. CANCELLATION OUTSIDE OF NORMAL BUSINESS HOURS CAN ONLY BE MADE VIA EMAIL. CANCELLATION BY EMAIL WILL BE DETERMINED BY THE TIME STAMP ON THE EMAIL AS IT APPEARS IN OUR OR OUR AGENT'S INBOX. IF YOU DECIDE TO CANCEL, ALL LOAN PROCEEDS WILL BE WITHDRAWN FROM YOUR ACCOUNT WITHIN TEN (10) BUSINESS DAYS AFTER WE RECEIVE NOTICE OF YOUR LOAN CANCELLATION. IF WE OR OUR AGENTS CANNOT WITHDRAW THE FULL AMOUNT FROM YOUR BANK ACCOUNT AND YOU DO NOT OTHERWISE RETURN THE LOAN PROCEEDS WITHIN THE TEN (10) BUSINESS DAY PERIOD REFERENCED ABOVE, YOU WILL STILL BE RESPONSIBLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE BORROWER AGREEMENT AND THE LOAN AGREEMENT, INCLUDING BUT NOT LIMITED TO PAYMENT OF ANY FEES, INTEREST, AND PRINCIPAL OF THE LOAN. YOU MAY CANCEL THE LOAN AGREEMENT BY CONTACTING US AT LOAN.LENDINGCLUBDOC@GMAIL.COM OR CALLING 415-799-3138.

Disclaimers and Limitations

ANYTHING CONTAINED IN THIS SITE, PRODUCTS AND SERVICES, THE ASSOCIATED SOFTWARE HAS PROVIDED "AS IS". WE DO NOT PROVIDE ANY LIABILITY WITH RESPECT TO THE SOFTWARE PRODUCT PROVIDED, BUT IT IS NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND SOME ADJUSTMENTS FOR A PARTICULAR PURPOSE. THIS ALSO CONFIRMS THAT WE DO NOT MAKE ANY WARRANTY TO ANYONE HAVING ACCESS TO THIS SITE, WHETHER INFORMATION OR SERVICE. BY YOUR USE YOU ARE DEEMED TO REALIZE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE

ANY PARTY WITH RESPECT TO THE SERVICE, AS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES, CONTENT PROVIDERS, SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF PROBLEMS AND ERRORS IN THE USE OF THIS SITE, WHETHER LIGHT OR WEIGHT, AND WHETHER DIRECT OR IMPLIED. THIS ALSO INCLUDES A VARIETY OF ERRORS ARISING OUT OF DELAYS AND INABILITY TO ACCESS ANYTHING CONTAINED WITHIN THIS SITE. THIS ALSO APPLIES IN CONDITIONS WHERE WE HAVE BEEN AWARE OF THE FACT THAT SOME STATES WILL NOT ACCEPT THE LIMITATION OF LIABILITY WITH RESPECT TO THE RELATIONSHIP BETWEEN YOU AND US.

Repayment Guarantee:

I understand and agree, that all shares, interest and deposit with PAYDAY LOAN SERVICING LLC and owned by me are hereby pledged individual or/and severally as security for the said loan on such part of it's as may be granted. In the case of default by me, the treasurer is hereby authorized to deduct any balance, interest and cost pertaining to the aforementioned loan from the security hereby pledged. Should the loan not be granted this guarantee automatically becomes null.

I hereby declare that the foregoing particulars are true to the best of my knowledge and belief and Agreed to abide by the By-laws of society conditions and terms of the loan policy and variations by the credit Committee as above. I hereby authorize the necessary deduction to be made from my salary as repayment of the loan.

Signature: -

Date: -.....



Mark Taylor

Manager

Loan Approval Department

Lending Club Corporation

CONTACT (415) 799-3138