



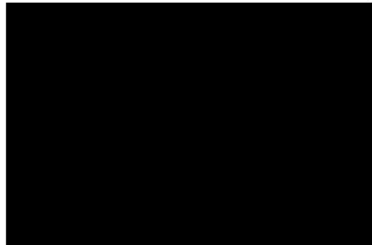
 here's your **Loan Disclosure and Credit Agreement.**

**Earnest Private Education Loan Variable Rate Approval Disclosure.**

**PLEASE KEEP FOR YOUR RECORDS AND REFERENCE.**

This Loan Approval Disclosure that follows is an estimate of the approved amount of your loan, the loan rate offered and an estimate of your monthly payments. You have until Dec 31, 2021 to accept the terms of the estimated offer.

**BORROWER**

 .com

**CREDITOR**

One American Bank c/o Earnest  
Operations LLC  
California Finance Lender License  
#6054788  
NMLS #1204917  
535 Mission St, Suite 1663,  
San Francisco, CA 94105  
[www.earnest.com](http://www.earnest.com)



## LOAN RATES & ESTIMATED TOTAL COSTS

Total Loan Amount	Interest Rate	Finance Charge	Total of Payments
\$30,000.00	5.40%	\$18,679.40	\$48,679.40
The total amount you are borrowing.	Your current interest rate.	The estimated dollar amount the credit will cost you.	The estimated amount you will have paid when you have made all payments.

### ITEMIZATION OF AMOUNT FINANCED

<b>Amount paid to you</b>	\$0.00
<b>Amount paid to others on your behalf:</b>	
<ul style="list-style-type: none"> <li>San Jose State University</li> </ul>	+ \$30,000.00
<b>Amount Financed (total amount provided)</b>	<b>= \$30,000.00</b>
<b>Initial finance charges (total)</b>	+ \$0.00
<b>Total loan amount</b>	<b>= \$30,000.00</b>

### ABOUT YOUR INTEREST RATE

- Your rate is variable.** This means that your actual rate varies with the market and could be lower or higher than the rate on this form. The variable rate is based upon the 30-day Average Secured Overnight Financing Rate (SOFR) published by the Federal Reserve Bank of New York on the twenty-fifth day, or the next business day, of the preceding calendar month rounded to the nearest hundredth of a percent. For more information on this rate, see the reference notes.

**Although your rate will vary, it will never exceed 36.00% (the maximum rate allowable for this loan).**

- Your Annual Percentage Rate (APR) is 5.34%.** The APR is typically different than the Interest Rate since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.

### FEES

- Origination Fees**  
We do not charge origination fees.
- Late Charge**  
If a payment is late, you will not have to pay a penalty.



- **Prepayment Charge**  
If you pay off early, you will not have to pay a penalty.
- **Returned Payment Charge**  
If your payment is returned, you will not have to pay a penalty.

## ESTIMATED REPAYMENT SCHEDULE & TERMS

<b>180 months loan term</b>	<b>Monthly Payments</b>		The estimated Total of Payments at the Maximum Rate of Interest would be \$286,689.80.
	<b>at 5.40%</b> The current interest rate of your loan	<b>at 36.00%</b> The maximum interest rate possible for your loan.	
<b>Feb 03, 2022 - Mar 03, 2024</b> 26 monthly payments	<b>\$25.00</b> \$2,883.10 in unpaid interest will accrue during this period.	<b>\$25.00</b> Interest will accrue during this period.	
<b>Apr 03, 2024 - Mar 03, 2039</b> 180 monthly payments	<b>\$266.83</b>	<b>\$1,589.11</b>	

## FEDERAL LOAN ALTERNATIVES

Loan program	Current interest rates by program type*	<b>You may qualify for Federal education loans.</b>
<b>Stafford</b> For students	<b>3.73% fixed</b> Undergraduate subsidized and unsubsidized.	For additional information contact your school's financial aid office or the Department of Education at: <a href="https://studentaid.ed.gov">https://studentaid.ed.gov</a>
	<b>5.28% fixed</b> Graduate or Professional.	
<b>PLUS</b> For parents and graduate/professional students.	<b>6.28% fixed</b> Federal direct loan.	



**\*These interest rates are determined by federal law and are fixed for the life of the loan. The federal loan interest rates may change in the future, but only for new federal loans. Federal law may also change in the future. To learn more, go to <https://studentaid.gov/understand-aid/types/loans/interest-rates>.**



## NEXT STEPS & TERMS OF ACCEPTANCE

**This offer is good  
until**

**Dec 31, 2021**

- **Find out about other loan options**  
Contact your school's financial aid office for more information.
- **You have until Dec 31, 2021 to accept this offer**  
The terms of the offer will not change except as permitted by law. To accept the terms of this loan, you must review and e-sign the Loan Acceptance Packet.

## REFERENCE NOTES

- **Variable interest rate**

Your loan has a variable interest rate that is based on a publicly available index, the 30-day Average Secured Overnight Financing Rate (SOFR) published by the Federal Reserve Bank of New York on the twenty-fifth day, or the next business day, of the preceding calendar month rounded to the nearest hundredth of a percent. The 30-day SOFR is currently 0.05%. Your rate will be calculated each month by adding a margin of 5.35% to the 30-day SOFR.

- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.

- If the Interest Rate increases your monthly payments will be higher and, for certain loans, the number of monthly payments may increase.

- The rate will not increase more than once a month, but there is no limit on the amount that the rate could increase at one time.

- **Bankruptcy limitations**

If you file for bankruptcy you may still be required to pay back this loan.

- **Autopay discount**

If your loan is enrolled in Auto Pay, the interest rate will be reduced by one quarter of one percent (0.25%) for so long as you continue to make such automatic, electronic, monthly payments. Enrolling in autopay is optional and is not a requirement for obtaining your loan.

- **Student**

Student means the individual whose education costs have been or will be paid for by this loan.

- **Military Lending Act Consumer Disclosure**

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).

Please call 1.888.601.2801 to hear these important disclosures along with a description of the payment obligation for this loan.

- **Repayment option**

This loan requires fixed monthly payments of \$25.00 each while you are in school and for a separation period of nine billing cycles thereafter. You can make larger payments during these periods. More information about repayment deferral or forbearance options is available in your Credit Agreement.

- **Prepayments**

If you pay the loan off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.

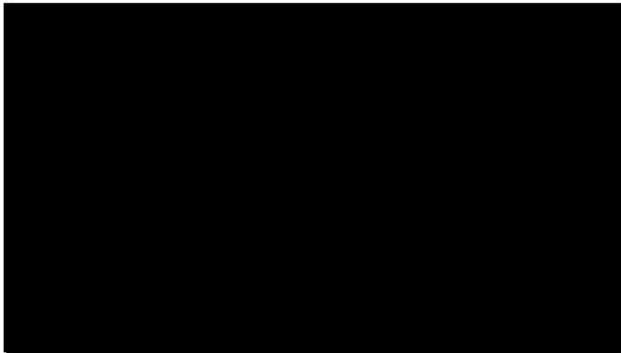
See your Credit Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

- **State Notice**

Private education loans are one tool that students use to finance their education. Your lender and your institution's Financial Aid Office provide assistance with eligibility for the loans. For borrowers who have existing private education loans, Virginia has a Student Loan Advocate to assist borrowers who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; [studentloan@schev.edu](mailto:studentloan@schev.edu); 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at <http://schev.edu/privateloan>.

**LENDER**

One American Bank  
515 S. Minnesota Ave.  
Sioux Falls, SD 57104



## **Credit Agreement for One American Bank Private Education Loan Program**

This Credit Agreement (this "Agreement") sets forth the terms of your loan. The Final Disclosure ("Final Disclosure") that we will send you before any funds are disbursed will also be part of this Agreement. Keep a copy of this Agreement and the Final Disclosure for your records.



## **A. PARTIES**

In this Agreement, the words "you", "your", and "yours" mean the borrower and any cosigner who signed the Application, unless the language specifically refers to only one or the other. "We," "us," "our" and "Lender" mean the lender listed above and any subsequent assignee of this Agreement and any servicer or agent acting on behalf of the lender or assignee. "School" means the school you identified in the Application. "Student" means the borrower whose education costs have been or will be paid for by this loan.

## **B. ADDITIONAL DEFINITIONS**

### **"Agreement"**

The Application, Approval Disclosure, Final Disclosure, and this Credit Agreement for a private education loan.

### **"Application"**

The application submitted by you for this loan (as applicable).

### **"Approval Disclosure"**

A Truth-in-Lending document that we provide to you as required by federal law at the time that your loan is approved.

### **"Business Days"**

Monday through Friday, excluding (a) days when a bank in the State of New York is required or permitted to be closed, and (b) days when the New York Stock Exchange is closed

### **"Capitalize" or "Capitalization"**

The addition of accrued and unpaid interest to the then-outstanding Principal balance of a loan made under this Agreement. After we Capitalize interest, interest will accrue on the new Principal balance, including the Capitalized interest. Capitalization increases the cost of this loan because interest accrues on the outstanding principal balance.

### **"Disbursement Date"**

The date shown on the loan check or the date the loan funds are electronically transmitted to the School.



### **"Enrollment Requirement"**

Being enrolled at the School on at least a "half-time" basis, without interruption, at all times prior to the date on which the Student graduates from the School. The School, in its sole discretion, will determine whether a Student is enrolled on at least a "half-time" basis.

### **"Final Disclosure"**

A Truth-in-Lending document that we will provide to you as required by federal law prior to your first loan disbursement.

### **"Fixed Rate"**

An interest rate that will remain the same for the entire length of the loan.

### **"Interim Period"**

The "Interim Period" will begin on the day of your first loan disbursement and will end on the earlier of the following applicable dates:

1. If the Student graduates from the School, nine (9) months after the date the Student graduates;
2. If the Student no longer meets the Enrollment Requirement, nine (9) months after the first date on which the Student no longer meets the Enrollment Requirement.

### **"Principal Loan Amount" or "Principal"**

All amounts disbursed to the School on your behalf from time to time as disclosed on the Final Disclosure. Principal also includes any interest Capitalized on then-outstanding Principal pursuant to Section E(2) below. For Florida residents only, Principal also includes any Florida documentary stamp tax paid on your behalf.

### **"Qualified Higher Education Expenses"**

The costs of attending an eligible educational institution, including graduate school, on at least a half-time basis as defined in the Internal Revenue Code of 1986 at 26 U.S.C. Sec. 221(d)(2). Generally, these costs include tuition and certain related expenses. See IRS Publication 970 for more information.

### **"Repayment Period"**

"Repayment Period" is the period of a loan made under this Agreement during which you are required to make payments.

## **"Variable Rate"**

An interest rate that may rise or fall throughout the life of the loan, due to changes in the underlying interest rate index.

## **C. PROMISE TO PAY**

You promise to pay us the Principal Loan Amount, interest accrued on the Principal Loan Amount, and all other amounts that may become due under this Agreement in accordance with the terms of this Agreement. The Principal Loan Amount described in the previous sentence will include any interest Capitalized on the then-outstanding Principal Loan Amount pursuant to Section E(2) below. You also promise to pay all reasonable costs of collection, as permitted by law, including attorney fees, court costs, and the costs of outside collection agencies.

## **D. YOUR LOAN**

**1. Educational Expenses.** By signing this Agreement, you certify to Lender that all disbursements of the loan will be used solely to pay for Qualified Higher Education Expenses incurred by the Student at the School, and that the loan meets all other requirements necessary for it to be treated as a qualified education loan as defined in the Internal Revenue Code of 1986 at 26 U.S.C. Sec. 221(d)(1). If you do not sign the Agreement, Lender may not issue or file Form 1098-E for student loan interest on your behalf. You agree that the School will return to Lender any disbursements of the loan that the School determines are not directly attributable to Qualified Higher Education Expenses, as further described below in Section G(9). You acknowledge and authorize that all disbursements of the loan may be transmitted directly to the School. You understand that, in the event your loan is not fully-funded, whether due to a previously canceled disbursement, a disbursement previously returned by the School to Lender as excess funds, unrequired funds or funds not directly attributable to Qualified Higher Education Expenses, or any other reason, the School may request that Lender make additional disbursements under this Agreement up to the maximum amount of your loan as disclosed in the Final Disclosure, and Lender is authorized to comply with such request.

**2. Joint and Several Liability.** Each borrower and cosigner is jointly and

severally responsible for repaying the full amount owed under this Agreement. We may sue to collect the full amount owed under this Agreement from any borrower or cosigner, in any order we wish, without waiving our rights to collect the full amount owed under the Agreement from any other borrower or cosigner. Any communication we have with either of you will be binding on both of you, any notice we mail to an address provided by either of you will serve as notice to both of you, and any modification we agree to with either of you will be binding on both of you.

## **E. INTEREST**

**1. Accrual.** Beginning on the first Disbursement Date, interest will be calculated at the applicable fixed or variable rate set forth in Section E(3) and E(4) below (the "Applicable Rate") and charged on the Principal Loan Amount, including any unpaid interest later added to the Principal Loan Amount as set forth herein. Interest will be calculated at the Applicable Rate and charged on the Principal Loan Amount until all amounts are paid in full. Interest accrues daily on the unpaid Principal Loan Amount from the Disbursement Date until the date the loan is repaid in full. The daily interest rate will be equal to the Applicable Rate then in effect divided by the number of days in the then-current calendar year and rounded up. The Applicable Rate will be used to calculate interest during the entire term of this Agreement, and following the maturity of, or any Default under, this Agreement; there is no initially discounted, premium or other rate that will be used to calculate interest under this Agreement.

**2. Capitalization of Interest.** Upon the conclusion of the Interim Period, we will Capitalize any unpaid accrued interest by adding the unpaid accrued interest to the then-outstanding Principal Loan Amount. Additionally, if we grant a Deferment or Forbearance, we will Capitalize any unpaid accrued interest at the end of the Deferment or Forbearance period by adding the unpaid accrued interest to the then-outstanding Principal Loan Amount. Capitalized interest will be subject to the same interest accrual as the outstanding Principal Loan Amount.

**3. Fixed Rate:** If you selected a Fixed Rate, the interest rate under this Agreement will be a fixed interest rate as set forth in the Final Disclosure.

**4. Variable Rate:** If you selected a Variable Rate, the following shall govern:

**a. Change Dates:** The interest rate you will pay will change on the first day of each month in accordance with Section E(4)(c) below. The date on which your interest rate changes is called a "Change Date."

**b. The Index:** Beginning with the Disbursement Date and following each Change Date, your variable interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is a benchmark, known as the 30-day Average Secured Overnight Financing Rate (SOFR) published by the Federal Reserve Bank of New York (or a successor administrator of SOFR). The most recent Index value available as of the twenty-fifth (25th) of the month (or the next Business Day) immediately before each Change Date is called the "Current Index," If the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating your interest rate. If the Index is no longer available, it will be replaced in accordance with Section E(4)(f) below.

**c. Calculation of Changes:** Before each Change Date, the Lender will calculate your new interest rate by adding a margin (the "Margin") to the Current Index. The initial variable interest rate and the Margin will be set forth in the Approval Disclosure and Final Disclosure. The Margin may change if the Index is replaced by the Lender in accordance with Section E(4)(f)(B) below. The Lender will then round the result of the Margin plus the Current Index to the nearest hundredth of a percent. Subject to the limits stated in Section E(4)(d) below, this rounded amount will be your new interest rate until the next Change Date. In the next billing cycle following the Change Date, the Lender will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that you owe at that time in full on the Maturity Date at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of your monthly payment.

**d. Limits on Interest Rate Changes:** Your variable interest rate will never be greater than the maximum interest rate set forth in the Approval Disclosure and Final Disclosure. The variable interest rate will not increase more than once a month, but there is no limit on the amount that the variable interest rate could increase at one time (subject to the applicable maximum rate).

**e. Effective Date of Changes:** Your new interest rate will become effective on each Change Date. You will pay the amount of your new monthly payment beginning on the monthly payment date the Lender notifies you it is due, which may be the next monthly payment date after the Change Date or up to one billing cycle later, until the amount of your monthly payment changes again.

**f. Replacement Index and Replacement Margin:** The Index will be deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative. If a Replacement Event occurs, the Lender will select a new index (the "Replacement Index") and may, if needed under subsection (B) below, also select a new margin (the "Replacement Margin"), as follows:

A. If a Replacement Index has been selected or recommended for use in consumer products, including private student or educational loans, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Lender will select that index as the Replacement Index.

B. If a Replacement Index has not been selected or recommended for use in consumer products under Section 4(f)(A) at the time of a Replacement Event, the Lender will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Lender reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine your interest rate and monthly payments on Change Dates that are more than 60 days after a Replacement Event, except that Lender may use the Replacement Index and Replacement Margin on any Change Date after the Current Index was not available due to the Replacement Event. The Index and Margin may be replaced again during the term of this

Agreement, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" shall be deemed to be references to the "Replacement Index" and "Replacement Margin." The Lender will also give you notice of your Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

**5. Limits on Interest, Fees, Charges or Costs.** If any fees, charges, or costs collected or to be collected in connection with this Agreement exceed maximum limits prescribed by applicable law, then: (1) Any such fees, charges or costs will be reduced by the amount necessary to comply with the permitted limits, and (2) Any sums already collected from you that exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the Principal Loan Amount you owe under this Agreement or by making a direct payment to you. If a refund reduces the Principal Loan Amount, the reduction will be treated as a partial prepayment (in accordance with this Agreement.)

**6. Interest Rate Changes.** We will notify you of any changes in the Applicable Rate as required by law. A change in the Applicable Rate may cause the amount of the final payment to change, the amount of the monthly payments to increase or decrease, or the number of payments to change.

## **F. [RESERVED]**

## **G. MAKING PAYMENTS**

**1. Interim Period.** Interest will accrue on a daily basis from the commencement of the first disbursement under the loan, but you are not required to make payments until the conclusion of the Interim Period, unless you have agreed to make In-School Payments, as described below and detailed in your Final Disclosure. **The Interim Period may conclude prior to the Student's graduation from the School if the Student does not continuously meet the Enrollment Requirement while attending the School. Further, if we determine at a later date that the Enrollment Requirement was not being met as of an earlier date, the Interim Period will conclude nine (9) months after the first date on which the Student did not meet the Enrollment**

**Requirement, at which time payments will start becoming due.** As an example, if the Student enrolls on at least a half-time basis for his or her first year of college, and that school year ends on May 15th, and the Student subsequently decides in August of that year to not enroll for a second year of college, then the Interim Period will conclude nine (9) months after the May 15th date, on February 15th of the following year. We will Capitalize any accrued and unpaid interest at the conclusion of the Interim Period.

**2. Repayment Period and Repayment Schedule.** You are required to make payments during the Repayment Period in accordance with the provisions below and elsewhere in this Agreement. Your Final Disclosure will have the repayment schedule for your loan with the estimated payment due dates and estimated payment amounts. The repayment schedule will assume that the interest rate does not change, that the Student continuously meets the Enrollment Requirement, that the Student graduates on time, and that you make all payments on time. The payments we will require you to make may differ from the payments shown in the repayment schedule. This could happen if Student no longer meets the Enrollment Requirement (contact us for details), Student leaves School earlier or later than anticipated, you do not pay on time, your Applicable Rate changes, or your payments are postponed or modified. **You will be required to make monthly payments in the amounts and on or before the payment due dates shown on your online account or monthly statement, until you have paid all of the Principal and interest and any other charges you may owe on this Agreement.**

**3. In-School Payments.** While you always have the right to prepay your loan at any time (as described below), prior to the commencement of your loan we may agree to allow you to make other types of payments while Student is in School, such as Interest Only Payments, Fixed Payments, or Principal and Interest Payments. If you elect to make these "In-School Payments," your Repayment Period will commence on the date on which your first In-School Payment is due. Your Final Disclosure will have the repayment schedule for your loan with the estimated payment due dates and estimated payment amounts. In addition, if you elect to make In-School Payments, all other provisions of this Agreement will continue to apply to you, including, but not limited to, those provisions relating to Capitalization of Interest in Section E(2), Postponing Payments in Section H, Our Right to

Cancel Future Disbursements in Section I(4) and Default in Section J. Your election to make In-School Payments is irrevocable, and once made, any failure to make required In-School Payments during your Repayment Period will constitute a Default under Section J below.

**4. Amounts Owing at the end of the Repayment Schedule.** Because interest accrues daily on the outstanding Principal, you may owe Principal, interest, and/or other charges at the end of the repayment schedule if the interest rate changes or if you make payments after the payment due dates. In these cases, and to the extent permitted by applicable law, we will increase the amount of the last monthly payment by the amount necessary to repay the loan in full. If necessary, we will increase the number of payments.

**5. Late Payments, Partial Payments and Payments in Full.** We can accept late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.

**6. Allocation of Payments.** To the extent permitted by applicable law, payments will be applied first to outstanding fees, charges, and costs, then to accrued unpaid interest, and then to your outstanding Principal balance as of the date your payment was received. For a complete explanation of our payment processing procedures, please visit [www.earnest.com/allocation](http://www.earnest.com/allocation).

**7. Right to Prepay.** There are no prepayment fees associated with this loan. You may pay this loan off at any time, and an early payoff may reduce the total cost of this loan. To pay this loan in full, your payment must include (1) outstanding fees, charges, and costs, (2) accrued unpaid interest, and (3) your outstanding Principal balance as of the date the payment is received. You may make payments in excess of the total payment due on your periodic billing statements (an "Overpayment") at any time. Overpayments will be credited to your loan in accordance with Section G(6) as of the date the payment was received. You do not need to provide instructions to have payments credited to your outstanding Principal balance; if a payment is sufficient to satisfy all outstanding fees, charges, and costs and all accrued unpaid interest as of the date the payment was received, the remainder will be applied automatically to the outstanding Principal balance. Unless you are enrolled in Auto Pay or



provide special payment instructions, as a further convenience we will track your Overpayments and reflect on your periodic billing statements when you have fully or partially satisfied a payment in advance. If you wish to be billed for a full payment at all times regardless of Overpayments, you may provide special payment instructions when making payments by phone or through our website, or by enclosing separate written instructions with your check.

**8. Failing to Complete or Dissatisfaction with School.** Except as provided in this Agreement, you must repay this loan even if you do not complete the educational program paid for with this loan, you cannot obtain employment, or are dissatisfied with the educational program paid for with this loan. We do not vouch for or warrant the quality or suitability of any educational program

**9. School Refunds.** You authorize the School and any third party acting on behalf of the School to refund to us (i) any disbursements of the loan that the School determines to be in excess of the Student's Qualified Higher Education Expenses, and (ii) any other refund that may be due to you, up to the amount due on this loan. We will credit any such refunds to your outstanding Principal balance without changing your payment due dates. No interest will accrue on any such amounts refunded.

**10. Automatic Payment Program (Auto Pay).** If you agree to make your monthly payments by an automatic, monthly deduction from a savings or checking account and follow our procedures to do so, your Applicable Rate will be reduced by one quarter of one percent (0.25%) for so long as you continue to make such automatic, electronic monthly payments. Full details on the Automatic Payment Program will be delivered to you when you enroll.

**11.** All payments on your loan will be made in United States dollars, and if paid by check or draft, drawn upon a financial institution located in the United States. Your obligation to make monthly payments is not affected by any withholding taxes required to be paid under any foreign law. Notwithstanding any such law that requires withholding taxes on your payments under your loan, you agree to make all required payments under this Agreement to us or any subsequent assignee. Your failure to receive a coupon book or statement whether electronically or by mail does not relieve you of the obligation to make any required loan payments in

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accordance with the terms and conditions of this Agreement.

## **H. POSTPONING PAYMENTS**

**1. Deferral or Forbearance.** We, at our sole discretion, may grant a Deferral or Forbearance of payments on the loan. Such Deferral or Forbearance, if permitted by us, must be requested in writing or via another method approved by us, and with such documentation as we require.

**2. Deferral.** You can request that we postpone or reduce payments if the Student returns to school or enrolls in a residency or internship program. This type of postponement is called a "Deferral." Even if you do not request a Deferral, if we are notified that the Student has returned to a school that is eligible for the Private Education Loan Program, we may automatically grant a Deferral.

**3. Forbearance.** You can also request that we postpone payments because of a hardship you suffer that prevents you from making payments on your loan when due. This type of postponement is called a "Forbearance." We may require you to make lower payments on the loan on terms set by us while in Forbearance.

**4. Additional Terms Related to Deferral and Forbearance.** Contact us to request a Deferral or Forbearance. You must continue to make payments while we process your request. If we approve your request, we will tell you how long you can postpone payments, whether you must make lower payments on the loan during Deferral or Forbearance and whether you have to make any payments in the meantime. Interest will continue to accrue daily during any Deferral or Forbearance period. **Pursuant to Section I(4)(e) below, if we grant you a Forbearance while the Student is still enrolled in the School, we may cancel any or all future disbursements under this loan.** If we grant you a Deferral or Forbearance, we will Capitalize any unpaid accrued interest at the end of the Deferral or Forbearance period by adding the unpaid accrued interest to the then-outstanding Principal. Capitalized interest will be subject to the same interest accrual as the outstanding Principal.

**5. Payment Holiday.** We may offer you the option to take a Payment

Holiday ("Skip A Payment"). We will provide you with more information and restrictions if we do.

**6. Waiving Payments Upon Death or Disability.** You can ask us to waive the remaining unpaid balance of your loan if the Student (but not anyone else) (i) dies and we receive acceptable documentation of the Student's death consisting of a certified copy of Student's death certificate or other documentation reasonably acceptable to us; or (ii) becomes totally and permanently disabled ("TPD") as defined below. In order to establish total and permanent disability, you must demonstrate to our reasonable satisfaction that the Student is unable to engage in any substantial gainful activity due to a physical or mental impairment that began or deteriorated after the Disbursement Date and meets one of the following criteria: (a) can be expected to result in death; (b) has lasted for a continuous period of not less than sixty (60) months; or (c) it can reasonably be expected to last for a continuous period of not less than sixty (60) months. In addition to demonstrating TPD status to our reasonable satisfaction, a doctor of medicine or osteopathy, authorized to practice in the United States, must describe and certify the Student's TPD status on our TPD discharge form. If Student dies, you must continue making payments until we receive and process the payment waiver. If Student becomes totally and permanently disabled, we will send you a waiver application. We will not require you to make payments from the time that we receive the completed waiver application to the time we make a final decision. If we deny your request, you will have to resume making payments on this loan. If we grant your request, you or your estate must pay us any refund for tuition or educational expenses received from the School up to the amount due on your loan. If you do not do so, you will be in Default, and we can collect the refund plus interest and any accrued fees and costs from you or your estate.

## **I. WHEN BOUND AND RIGHT TO CANCEL**

**1. When the Parties Are Bound.** You understand that when we accept your Application, we are not agreeing to lend you money, are not bound by these credit terms, and there will be no such agreement until your right to cancel as set forth in the Final Disclosure has expired. You will be bound by this Agreement unless you exercise your right to cancel this Agreement pursuant to Section I(2) below.

**2. Your Right to Cancel this Agreement.** You have a right to cancel this Agreement as explained in the Final Disclosure. We do not agree to make a loan to you on these terms until your right to cancel has expired. You agree to these terms if you do not cancel by following the instructions in the Final Disclosure. You may, however, reject the Arbitration Agreement, as explained later in the document.

**3. Our Right to Cancel this Agreement.** We may cancel this Agreement and all disbursements without advance notice to you if the Final Disclosure is returned as undeliverable, or if, in our sole discretion, whether based on information provided by the School or otherwise, we reasonably conclude that the Student will not attend the School or that the proceeds of the loan are no longer needed to meet the education costs of the Student at the School.

**4. Our Right to Cancel Future Disbursements.** Subject to applicable law, we may cancel any or all future disbursements under this loan, without advance notice to you if:

- a. Student no longer meets the Enrollment Requirement at any point in time;
- b. you are in Default, as outlined below;
- c. you tell us that you no longer need the loan or no longer wish to repay any amount not yet disbursed;
- d. the School ceases to be eligible to participate in this Loan Program;
- e. you are granted a Forbearance because you are unable to make full payments on the loan when due;
- f. a change in law, or legal event, would prohibit future disbursements;
- g. unforeseen business circumstances or market conditions occur that make funding future disbursements commercially or financially impracticable; or
- h. we discover information that would have disqualified you from being approved for this loan had we discovered such information at the time we made the loan to you.

## **J. DEFAULT**

**1.** Subject to applicable law, we may declare your loan in default (each event described below, a "Default") if:



- a. you fail to make any monthly payment to us within thirty (30) days after such payment is due;
- b. you fail to notify us in writing of a change in your name, address or telephone number within ten (10) days after a change occurs;
- c. you become the subject of proceedings under the United States Bankruptcy Code or assign your assets for the benefit of your creditors;
- d. you materially breach any of the other agreements in your Application or this Agreement; or
- e. you make any false, misleading or materially incomplete statement in applying for this loan, or at any time afterwards.

**2.** If we declare your loan in Default, (i) we will provide you with such notices and cure periods as are required by applicable law, if any, (ii) your entire outstanding Principal balance, accrued interest, and all other amounts payable to us under the terms of this Agreement will become immediately due and payable, and (iii) we may cease to make any further disbursements to you.

## **K. COLLECTION COSTS**

Unless prohibited by law, we may charge you all amounts, including reasonable attorneys' fees, collection agency fees, court costs (including fees and costs in an appellate or bankruptcy proceeding) and other collection costs that we incur in enforcing the terms of this Agreement.

## **L. PRIVACY MATTERS**

**1. Acknowledgment of Our Privacy Notice.** For information about how we collect, use and share your information, please view our privacy notice located at [https://www.oneamericanbank.com/\\_/kcms-doc/1195/44568/privacy-disclosure.pdf](https://www.oneamericanbank.com/_/kcms-doc/1195/44568/privacy-disclosure.pdf). **You acknowledge receipt of this privacy notice as a necessary step to obtaining your loan.**

**2. Consumer Credit Reports, Credit Reporting and Sharing of Credit Information.** You authorize us to investigate your credit worthiness (and that of your spouse if you live in a community property state), employment and income records, and request and receive from others credit-related information about you, for this or any future loan, and

any reviews, updates, extensions or other modifications of this or any future loan. We may request your consumer credit report from one or more consumer credit reporting agencies to evaluate your Application and at any time before you repay your loan in full. If you ask, we will tell you if we requested a consumer credit report and give you the name and address of the consumer credit reporting agency that provided it. You also authorize us to share credit and other information about you with credit reporting agencies, the School, other schools Student attends or has attended and their agents, any subsequent assignee of this Agreement, anyone who referred you to us, and anyone as necessary to fulfill and administer benefits offered with this loan, as permitted by law.

**NOTICE TO BORROWER AND ANY COSIGNER: We may report information about this loan to consumer credit reporting agencies, such as late payments, missed payments, or other Defaults on this loan that may reflect in your consumer credit report.**

If you believe we have reported inaccurate information about your loan to a consumer credit reporting agency, or if you believe you have been the victim of identity theft in connection with this loan, write to us at the customer service address provided to you on your statement, or you may notify us by clicking the "Contact Us" icon on [www.earnest.com](http://www.earnest.com). In your notification: 1) provide your name and the loan number; 2) identify the specific information that you are disputing; 3) explain the basis for the dispute; and 4) provide any supporting documentation that substantiates the basis for your dispute.

**3. Updating Information** You agree to update your financial, employment status, contact, mailing and other information (expressly including, without limitation, your mobile telephone number and email address) upon our request.

**4. Release of Loan Information** You agree that we may release information and contact any references or personal contacts that you provide to us to enforce your obligations under this Agreement, as permitted by law.

**5. Social Security Number.** You agree that we may verify your Social Security number with the Social Security Administration (SSA). If the number on your loan records is incorrect or missing, then you authorize the SSA to disclose your correct Social Security number to us.

**6. Certification By School.** You agree that the School and any custodian of its records may certify Student's eligibility for this loan or any future loan and may release to us any information we request that is pertinent to this loan or any future loan.

**7. Communicating With You.** To the extent permitted by applicable law, and without limiting any other rights we may have, you expressly consent and authorize Lender, and its affiliates or agents, and any subsequent assignee or servicer of this Agreement, and their affiliates or agents, to communicate with you, in connection with the Application, this Agreement or the loan, using any phone number or email address that you provided in the Application, or using any phone number or email address that you provide in the future. Lender, and its affiliates or agents, and any subsequent assignee or servicer of this Agreement, and their affiliates or agents, to the extent permitted by governing law, may communicate with you, using any current or future means of communication, including, but not limited to, automated telephone dialing equipment, artificial or pre-recorded voice messages, SMS text messages, email directed to you at a mobile telephone service, or email otherwise directed to you. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AUTHORIZE THE USE OF SUCH MEANS OF COMMUNICATION EVEN IF YOU WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, OR EMAILS.

**8. Telephone Monitoring.** As part of our continuing effort to maintain a high quality of service to our customers, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed.

## **M. NOTICES**

- 1.** You must immediately notify us in writing if you change your mailing address (including your electronic mail address, if you have agreed to receive notices and other communications electronically from us) and/or your name.
- 2.** Any notice you send us must be sent to the address we have most recently provided you for that purpose. If we have not provided an address to you, notices may be sent to the address shown on your monthly

statements.

**3.** Except as otherwise provided by applicable law, any notice we are required to give you will be effective when mailed by first class mail to the latest address we have for you. Alternatively, if you have agreed to receive notices and other communications electronically, such notice will be effective when transmitted electronically to the latest electronic mail address we have for you or placed on a secure website with electronic mail notification that a secure document is available. To the extent permitted by applicable law, any notice we send to any one of you will be considered sent to all of you.

## **N. OTHER IMPORTANT INFORMATION**

**1. Your Agreement; Conflict in Terms.** This Agreement is accompanied by an Approval Disclosure under the federal Truth in Lending Act. The Approval Disclosure describes the total amount of your loan, your interest rate, other important loan terms, and the date by which you must accept the loan offer that we have made. By signing and returning this Agreement, you are accepting the loan that we offered you. After we receive this signed Agreement, we will send you a Final Disclosure as required by law. The Final Disclosure will tell you your total loan amount, any fees, the interest rate, and other important loan terms. The Final Disclosure is incorporated herein by this reference. If there is a conflict between or among the terms of the Approval Disclosure, the Final Disclosure and/or the terms of this Agreement, the terms of the Final Disclosure will govern with respect to items required to be disclosed under federal law.

**2. Modifications and Correction of Errors.** We may modify this Agreement if jointly agreed upon in writing by either the borrower or cosigner and us. We will notify you if that happens. The modification of any part of the Agreement will not affect the validity or enforceability of the rest of the Agreement. We may modify the Final Disclosure, without sending you a new one or giving you a new right to cancel, if permitted by law. We are allowed to do this if the change is beneficial to you or if we reduce the loan amount based on information we receive from you or the School. We may correct errors in the names or addresses in any of the loan documents. We do not need your signature to do so. We will notify you if that happens. You will cooperate with us to correct any other typographical, computer,



calculation or clerical errors in any of the loan documents. We will send you a copy of the revised document.

**3. Severability.** This Agreement is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement. If in any proceeding in which a law that applies to this loan is finally interpreted so that any part of this Agreement is found to be invalid, then the rest of it will still remain in effect. If any part of this Agreement that authorizes interest, fees, charges or costs is found to be invalid, then (1) the amounts authorized will be reduced to the maximum permitted amounts and (2) any sums you paid that exceeded permitted amounts will be refunded to you or credited to your loan without changing your payment due dates.

**4. Governing Law.** This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, is governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of South Dakota (without regard to internal principles of conflict of laws), except that Section P (Arbitration Agreement) is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws.

**5. Waivers. NOTICE: IF YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, THE FOLLOWING WAIVERS DO NOT APPLY TO YOU.**

- a. Unless prohibited by applicable law, you waive the rights of presentment (demand for payment) and notice of dishonor (notice that amounts have not been paid). You consent to any and all extensions, renewals, or releases of any party liable upon this loan, and to any waiver, Forbearance or Deferment we may grant. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.
- b. **Jury Trial Waiver. You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver will not affect or be interpreted as modifying in any**

**fashion the Arbitration Agreement below, which has its own separate jury trial waiver.**

**6. Assignment.** We may sell, assign or transfer this Agreement, or any beneficial interest in payments of Principal and interest under this Agreement, at any time without notice to or consent from you. If we do, the assignee will own this Agreement or beneficial interest and can enforce it against you. Any such sale, assignment or transfer will not affect your rights or obligations under this Agreement. You may not sell, assign or transfer this Agreement or any of its benefits or obligations. This Agreement is binding on your estate.

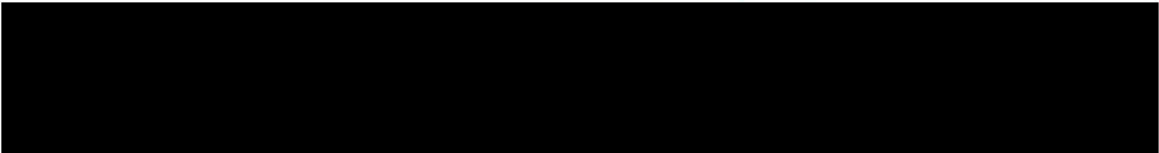
**7. Service Providers.** You understand and agree that Lender may employ, designate or appoint others to act on behalf of Lender as Lender's agent to perform day to day servicing of this Agreement and that any agent of Lender may enforce any of Lender's rights under this Agreement, collect payments on behalf of Lender, communicate with you about the loan, and take any actions that Lender could take under this Agreement on behalf of Lender.

**8. Signatures.** If you sign this Agreement electronically, then: (1) We agree to keep an electronic record of the signed Agreement and provide a copy to you upon request, and (2) You agree to download and print a copy of this Agreement for your records when you sign it. You understand and agree that your electronic signature or a facsimile of your signature will be just as valid as your handwritten signature on a paper document. You agree to also download and print a copy of the Final Disclosure when you receive it.

**9. Credit Agreement.** The parties to this Agreement acknowledge and agree that (i) this Agreement constitutes a credit agreement, and will not be considered or deemed to be a promissory note, as defined in Article 3 of the Uniform Commercial Code, and (ii) the execution and any transfer of this Agreement or any interest herein will be governed by Article 9 of the Uniform Commercial Code.

**O. NOTIFICATIONS**

You understand that the following notice is only applicable to loans issued to finance educational expenses at for-profit educational institutions or



institutions otherwise subject to the FTC Holder Rule under 16 C.F.R. §433.2.

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Customer Identification Policy**

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Military Lending Act Disclosure**

**If you are a covered borrower under the Military Lending Act, the following applies to you.** 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). To receive this information orally, please call us toll-free at (888) 601-2801.

**State Notices:** You understand that the following notices are or may be required by state law and that these notices may not describe all of the rights that you have under state and federal law. Unless otherwise

indicated, each notice applies or may apply to borrowers and cosigners who live in the indicated state on the dates that you signed your Applications and to borrowers and cosigners who are residents of that state.

**California and Utah residents:** As required by California and Utah law, you are notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation terms.

**California residents:** You have the right to prohibit the use of information contained in your credit file in connection with transactions not initiated by you. You may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If we take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within sixty (60) days a free copy of your consumer credit report from the consumer reporting agency which furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

**Florida residents:** A Florida documentary stamp tax is required by law, calculated as \$.35 for each \$100 (or portion thereof) of the principal loan amount, the amount of which is provided in the Final Disclosure. Lender will add the stamp tax to the principal loan amount. The full amount will be paid directly to the Florida Department of Revenue. Certificate of Registration No. 78-8016373916-1

**Georgia residents:** You waive any right to require the Lender to take action against the principals as provided in O.C.G.A. §10-7-24.

**Indiana and Maine residents:**  
**The provisions of this Agreement regarding the payment of collection agency costs and court costs and where lawsuits must be filed do not apply to Maine or Indiana residents.**



**Iowa residents: If your final loan amount is \$25,000 or less, this is a consumer credit transaction.**

**Iowa, Kansas, and Nebraska residents only:** NOTICE TO CONSUMER. This is a consumer credit transaction. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO RECEIVE A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

**Massachusetts residents:** Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

**Maine, New York, Rhode Island residents:** You understand and agree that we may obtain a consumer credit report in connection with the Application and in connection with any updates, renewals or extensions of any credit as a result of the Application. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any loan made to you as a result of the Application or for other legitimate purposes related to such loans.

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

**Nevada Residents:** This is a loan for study.

**New Jersey residents:** The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by "applicable law"

are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

**Ohio residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Utah residents:** This Agreement is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.

**Vermont residents:** A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this loan. If you request (1) you will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, you will be informed of the names and addresses of the credit bureaus that furnished the reports. If Lender agrees to make this loan to you, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which you have applied, reviewing your loan, taking collection action on your loan, or legitimate purposes associated with your loan.

**Wisconsin residents:** NOTICE TO CUSTOMER:

(a) DO NOT SIGN THIS APPLICATION/AGREEMENT BEFORE YOU READ THE WRITING BELOW, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS APPLICATION/AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

For married Wisconsin residents, your signature on this Agreement confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished

with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. If the loan for which you are applying is granted, your spouse will also receive notification that credit has been extended to you.

## **P. ARBITRATION AGREEMENT**

### **ARBITRATION AGREEMENT - PLEASE READ CAREFULLY**

#### **NOTICE**

**NOTICE: IF YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, THE FOLLOWING ARBITRATION PROVISION DOES NOT APPLY TO YOU.**

- 1.** To the extent permitted under federal law, you and I agree that either party may elect to arbitrate - and require the other party to arbitrate - any Claim under the following terms and conditions. This Arbitration Agreement is part of the Agreement.
- 2. RIGHT TO REJECT:** You may reject this Arbitration Agreement by mailing a signed rejection notice to P.O. Box 9480 Wilkes-Barre, PA 18773-9480 within 60 days after the date of your first disbursement. Any Rejection Notice must include your name, address, telephone number and loan or account number.
- 3. IMPORTANT WAIVERS:** If you or I elect to arbitrate a Claim, you and I both waive the right to: (1) have a court or jury decide the Claim; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (3) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (4) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON IN COURT OR IN ARBITRATION. The arbitrator will have no authority to conduct any arbitration inconsistent with the Class Action and Multi-Party Waivers.
- 4. DEFINITIONS:** In this Arbitration Agreement, the following definitions will apply:
  - a. **"You," "your" and "yours"** mean the borrower and any cosigner on this

Agreement; the Student on whose behalf the proceeds of the Agreement have been advanced and the heirs, executors and assigns of each borrower and cosigner.

- b. **"I," "me" and "my"** mean Lender; any other subsequent assignee of this Agreement; any servicer or collection agency acting on behalf of Lender or subsequent assignee; all of their parents, wholly or majority owned subsidiaries and affiliates any predecessors, successors and assigns of these entities; and all officers, directors, employees, agents and representatives thereof. These terms also include any party named as a co-defendant with me in a Claim asserted by you, such as securitizations, trusts, trustees, beneficial owners, investors or potential investors, credit bureaus, credit insurance companies, closing agents, escrow agents, insurance agents, loan originators, rating agencies, loan servicers, debt collectors, loan guarantors, performance bond trustees, tuition recovery funds, the School, and any of the School's financial aid offices or officers.
- c. **"Claimant"** means the party who first asserts a Claim in a lawsuit or arbitration proceeding.
- d. **"Administrator"** means, as applicable, the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org), (800) 778-7879 or any other party that you and I agree to in writing, provided that the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Agreement.
- e. **"Claim"** means any legal claim, dispute or controversy between you and me that arises from or relates in any way to this Agreement, including any dispute arising before the date of this Arbitration Agreement and any dispute relating to: (1) the origination, servicing, or collection of this Agreement; (2) the imposition or collection of Principal, interest, attorney's fees, collection costs or other fees or charges relating to this Agreement; (3) other provisions of this Agreement; (4) any application, disclosure or other document relating in any way to this Agreement or the transactions evidenced by this Agreement; (5) any insurance or other service or product offered or made available by or through me in connection with this Agreement, and any associated fees or charges; (6) my methods of soliciting your business; (7) any documents, instruments, advertising or promotional materials that contain information about this Agreement or any associated insurance or other service or product; and (8) the relationships between you and me resulting from any of the foregoing. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Agreement or this Agreement; disputes involving alleged fraud or misrepresentation, breach of contract or fiduciary duty, negligence or other torts, or violation of statute, regulation or common law. It includes disputes involving requests for injunctions, other equitable relief or declaratory relief. However, "Claim" does not include any individual action brought by



you in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court. Also, "Claim" does not include any challenge to the validity and effect of the Class Action and Multi-Party Waivers, which must be decided by a court.

If there is an Arbitration Agreement in place (a "Prior Arbitration Agreement") governing a prior agreement by me (a "Prior Agreement"), "Claim" also includes disputes relating to the Prior Agreement. If you do not reject this Arbitration Agreement, any such Claim will be governed by this Arbitration Agreement rather than the Prior Arbitration Agreement. If you reject this Arbitration Agreement, the Claim will be governed by the Prior Arbitration Agreement, provided that, if you never had the chance to reject the Prior Arbitration Agreement and no demand for arbitration has been previously made, your rejection of this Arbitration Agreement will also serve as your rejection of the Prior Arbitration Agreement.

**5. Starting Arbitration:** To initiate arbitration, you or I must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Agreement and the applicable rules of the Administrator then in effect, except to the extent said rules contradict the terms of this Arbitration Agreement in which case the terms of this Arbitration Agreement exclusively govern, as set forth below in Section P(10). The arbitrator(s) will be selected under the Administrator's rules, except that the arbitrator(s) must be a lawyer with at least ten years of experience, unless you and I agree otherwise.

**6. Location and costs:** I will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator, except to the extent you appeal an award of the arbitrator, you are responsible for the fees charged by the Administrator and the arbitrator for such appeal, as set forth below in Section P(8). Each party must normally pay the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless otherwise determined by the arbitrator(s).

**7. Discovery; Getting information:** Either party may obtain from the other party prior to the hearing any information available under the Administrator's rules or any relevant information the arbitrator determines should in fairness be made available.

**8. Effect of Arbitration award:** Any state or federal court with

jurisdiction and venue may enter an order enforcing this Arbitration Agreement, enter judgment upon the arbitrator's award and/or take any action authorized under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA"). For any arbitration-related proceedings in which courts are authorized to take actions under the FAA, each party hereto expressly consents to the non-exclusive jurisdiction and venue of any state court of general jurisdiction or any state court of equity that is reasonably convenient to you, provided that the parties to any such judicial proceeding will have the right to initiate such proceeding in federal court or remove the proceeding to federal court if authorized to do so by applicable federal law. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000 (including Claims where the cost of any requested injunctive or declaratory relief would potentially exceed \$50,000), any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will rehear de novo any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The appealing party shall pay the Administrator's and arbitrator's costs of the appeal, notwithstanding any rules of the Administrator or arbitrator to the contrary. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.

**9. Governing Law:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and will be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and will be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this Arbitration Agreement and the Administrator's rules.

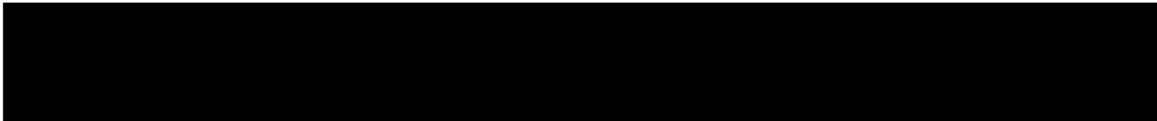
**10. Survival, Severability, Primacy:** This Arbitration Agreement will survive your full payment under the Agreement; my sale or transfer of the Agreement; any legal proceeding to collect a debt owed by you to me; any bankruptcy or insolvency; any Forbearance, Deferment or modification granted pursuant to the Agreement; any cancellation, or request for cancellation, of the Agreement or any or all disbursements under the Agreement; and any change in the School enrollment status of the Student. If any portion of this Arbitration Agreement cannot be enforced, the rest of the Arbitration Agreement will continue to apply, except that:

- a. the entire Arbitration Agreement (other than this sentence) will be null and void with respect to any Claim asserted on a class, representative or multi-party basis if the Class Action and Multi-Party Waivers are held to be invalid, subject to any right to appeal such holding; and
- b. if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waivers or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

In the event of any conflict or inconsistency between this Arbitration Agreement and the Administrator's rules or the Agreement, this Arbitration Agreement will govern.

**11. Notice of claim; Right to resolve; Special payment:** Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the Claimant shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days to resolve the Claim. Any Claim Notice you send must be addressed to my agent for service of process (typically available on the website of the Secretary of State of any U.S. jurisdiction where I do business) or such other address reasonably identified as my headquarters, and must include your name, address, telephone number and loan or account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not

on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (1) you submit a Claim Notice in accordance with this Section P(11) on your own behalf (and not on behalf of any other party); (2) I refuse to provide the relief you request before an arbitrator is appointed; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$2,500 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled under this Arbitration Agreement or applicable law).

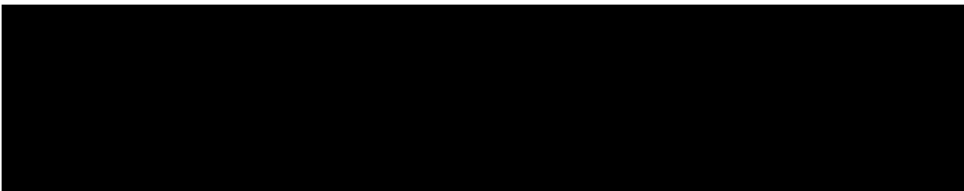


## **Primary Signature Page.**

### **ELECTRONIC SIGNATURES AND CONSENTS.**

#### **Agreement to Terms & Conditions of Agreement.**

By signing this Agreement electronically by typing in your name and then clicking the "I Agree" button below, (i) you acknowledge receipt of a copy of this Agreement and that you have reviewed the entire Agreement including the Truth in Lending Disclosures and the Arbitration Agreement, (ii) you acknowledge that your right to file suit against us for any claim or dispute regarding this Agreement is limited by the Arbitration Agreement, (iii) you acknowledge that you have read and understand all of the terms of this Agreement including the provisions mentioned above and you agree to comply with, and be bound by, all of the terms and conditions of the Agreement and (iv) you acknowledge that no one has performed any act as a broker in connection with this loan.



#### **ARIZONA RESIDENTS.**

You may request that the initial disclosures prescribed in the Truth in Lending Act (15 United States Code sections 1601 through 1666j) be provided in Spanish before signing any loan documents.

Usted puede solicitar que las divulgaciones iniciales prescritas in la Ley de Veracidad en el Préstamo (15 Código de los Estados Unidos secciones 1601 hasta 1666j) sean proporcionadas en español antes de firmar cualquier documentos del préstamo.

#### **WISCONSIN RESIDENTS.**

If you are married, this obligation is incurred in the interest of the marriage.



