

## **Promissory Note**

### **(to be completed and signed by the Borrower)**

STUDENT BORROWERS MUST READ ALL PAGES OF THIS PROMISSORY NOTE AND SIGN BELOW.

Except as otherwise indicated, the words “I”, “me”, “my”, and “mine” mean the Borrower who signed the application. The words “you”, “your”, “yours”, and “Lender” mean Fortify Education Inc. (“Fortify”) having its principal location in Austin, Texas, its successors and assigns, and any other holder of my Loan. “School” or “Eligible School” means the school I identified in my Loan Application. The term “Party” or “Parties” may refer to either Borrower or Lender or both of them.

This loan may not be my lowest cost loan option. I should maximize use of any federal loans and grants for which I may be eligible prior to taking this loan.

I request a loan from Fortify Education Inc., having its principal location in Austin, Texas, or its registered assigns (the “Lender” or “Fortify”) in the amount set forth as the ‘Loan Amount Requested’ in the application I submitted to you for consideration (“Loan Application”). The actual loan amount made to me may be greater than the ‘Loan Amount Requested’ due to origination fees being added to the principal amount as described in Paragraph E.1 of the Promissory Note.

This promissory note represents an extension of credit by my School, facilitated through Fortify. This means that while the loan is issued in Fortify’s name for regulatory and servicing purposes, the funds provided will originate from my School, which is bearing the financial risk of the loan.

I understand and acknowledge that neither Fortify nor its employees and agents in any way endorse, promote or make any representations concerning the quality or financial strength of any School. It is the responsibility of the borrower to determine the quality and financial strength of the School. Any listing of schools by Fortify, or its employees or agents, is solely for my application submission and does not represent an endorsement of any schools. This disclaimer may not be waived or modified by any employee or agent of Fortify, its affiliates or subsidiaries.

By my signature, I acknowledge that I have read and understand the information contained in the Promissory Note below, including the terms on the following pages and agree to be bound by those terms, including, but not limited to, the Promise to Pay in Section A of the Promissory Note. I certify that the information provided by me is true and accurate to the best of my knowledge and belief. I authorize Fortify, any assignee of Fortify, any guarantor of this loan, any Servicer and any debt collector to investigate my creditworthiness and employment history, to contact the School identified in my Loan Application and Promissory Note for the purpose of confirming information in my Loan Application and my continuing enrollment status, to obtain consumer reports from consumer reporting agencies, from time to time, and to furnish information concerning my loan to consumer reporting agencies and other persons who may legally receive such information. My authorization to obtain consumer reports from consumer reporting agencies is valid as long as any amounts are owed under the Promissory Note. I agree that you may investigate any information that I supply in order to confirm my eligibility for this Loan. I agree that the Promissory Note provides for the compounding of interest. The originating lender to which the Promissory Note is directed is Fortify.

NOTICE TO CONSUMER: For purposes of the following notice, the word “you” refers to the Borrower not the Lender. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE FOLLOWING

PAGES, EVEN IF OTHERWISE ADVISED. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS PROMISSORY NOTE WITHOUT PENALTY AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE IN ACCORDANCE WITH LAW.

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

I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.

ARIZONA RESIDENTS: AVISO PARA EL FIADOR (Spanish Translation Required by Law). Aviso: Yo puedo solicitar que las divulgaciones iniciales prescritas en la ley de préstamos vigentes (15 del Cód de los Estados Unidos secciones 1601 a 1666j) les sean traducidas en español antes de firmar cualquier documento de préstamo.

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

IOWA RESIDENTS: THIS IS A CONSUMER CREDIT TRANSACTION.

Borrower's Signature: \_\_\_\_\_ Date \_\_\_\_\_

**PROMISSORY NOTE FOR \_\_\_\_\_**

This Promissory Note (“Note”) applies to, and is part of, my Loan Application. My signature on the Loan Application certifies that I have read, understand, and agree to this Note. In this Note, except as otherwise indicated, the words “I”, “me”, “my”, and “mine” mean the Borrower who signed the application. The words “you”, “your”, “yours”, and “Lender” mean Fortify Education Inc. (“Fortify”) having its principal location in Austin, Texas, its successors and assigns, and any other holder of my Loan. “School” or “Eligible School” means the school I identified in my Loan Application. The term “Party” or “Parties” may refer to either Borrower or Lender or both of them.

By signing this Note and any related notices that require signature electronically, I intend:

- i. that the electronic copy of my signature or my electronic signature to be an electronic signature under applicable federal and state law,
- ii. that any printout of Lender’s electronic record of this Note and related notices to be an original document,
- iii. to conduct business with Lender by electronic records and electronic signatures,
- iv. that my consent under (iii) to be electronically given under applicable federal and state law,
- v. that this Note will not be governed by Article 3 of the Uniform Commercial Code, and
- vi. that my obligations under this Note will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

**A. PROMISE TO PAY**

1. I promise to pay to you, or your successors or registered assignees, according to the terms set forth below, the total sum consisting of: the aggregate amount of the Loan, corresponding with the payments made by me for my educational expenses (the ‘Loan Amount’), **wherein such payments are applied directly to the School in conjunction with my scheduled loan repayments**; any interest, fees, and charges that are accrued or capitalized in relation to the Loan Amount as outlined in this Note; and, in the event of a default, reasonable attorneys’ fees, collection agency fees, court costs, and any other collection costs incurred by you in the process of collecting or enforcing the terms of my Loan, as allowed by Applicable Law.

**B. IMPORTANT – READ THIS CAREFULLY**

1. By completing and signing the Loan Application, and submitting it to you, either directly or through some other person, I am requesting that you make a Loan to me on the terms described in this Note and in an amount equal to all or part of the Loan Amount Requested. When you receive my Loan Application, you are not agreeing to lend me money. You have the right not to make a Loan, to lend an amount less than the Loan Amount Requested, based on my eligibility at the time I make my request, and to cancel any disbursement at any time if I am in default of this Note or if I am no longer eligible for the Loan. If you decide to make a Loan to me, you will electronically transfer the Loan funds to my School on my behalf after I make each monthly loan payment. I authorize the School to credit such Loan funds to my student account.
2. The proceeds of my Loan will be used only to finance my post-secondary education expenses incurred at the School that I attend or will be attending that are eligible for financing under the rules of this loan program as explained to me in the application process. I also acknowledge and consent to the fact that the proceeds of my Loan will be distributed to the School as I make each monthly loan payment, and such distributions to the School may be made in stages, as tuition and other costs become due and payable.
3. This Note contains all of the terms and conditions that apply to this Loan. This Note completely replaces

any earlier understandings or communications I may have had with you, the School or any other party about the Loan.

4. Before signing this Note, I have read, understood and agreed to all the provisions of this Note, including without limitation Section P (Arbitration Agreement) if applicable. I agree to the terms of this Note and acknowledge receiving a complete copy of this Note.
5. **HOW I AGREE TO THE TERMS OF THIS LOAN.** If you agree to make a Loan to me, you will send me an Approval Disclosure Statement under the Federal Truth in Lending Act. The Approval Disclosure Statement will tell me the total amount of my Loan, my interest rate, origination fees, and other important loan terms, and the date by which I must accept the Loan offer that you have made. If I decide to accept the Loan that you offer me, I must give you notice of my acceptance as described in the Approval Disclosure Statement. After I have accepted this Loan, you will send me a Final Disclosure Statement as required by law. The Final Disclosure Statement will tell me my total loan amount (which may be less than the Loan Amount Requested by me), fee amounts, interest rate and how to cancel the Loan. If I exercise my right to cancel my Loan as described in the Final Disclosure Statement, you will not disburse any loan proceeds and you will cancel this Loan. The Final Disclosure Statement is incorporated herein by this reference. I will promptly review the Final Disclosure Statement and notify you in writing if I have any questions. To the extent any information in the Final Disclosure Statement conflicts with the information on the Approval Disclosure Statement or this Note, the information in the Final Disclosure Statement governs.
6. I understand that you may cancel this Loan or a disbursement of this Loan under certain circumstances that include, but are not limited to, the following cases: (i) I am no longer enrolled at the School as of the Start Date; or (ii) if, before the Start Date, I, or the School, indicate an intent to terminate my enrollment at School; or (iii) if I exercise my right to cancel the Loan as described in the Final Disclosure Statement.

## **C. DEFINITIONS**

1. “Applicable Law” means that the provisions of my loan, including this Note, will be governed by Federal Law and the law of the state of Texas without regard to conflict of law rules. Notwithstanding the foregoing, Section P (Arbitration Agreement) is governed by the Federal Arbitration Act and not by any state law governing arbitration.
2. “Loan Application” means the request that I make to you for a Loan to me, whether in paper or electronic form, which incorporates this Note, and I agree to repay any Loan that you make on the terms set forth in this Note.
3. “Approval Disclosure Statement” means the closed-end consumer credit disclosure statement as required by the Federal Truth-in-Lending Act that is provided to me at the time that my Loan is approved.
4. “Business Days” means Monday through Friday, excluding (a) days when a bank in the State of Texas is required or permitted to be closed and (b) days when the New York Stock Exchange is closed.
5. “Capitalized Interest” means accrued and unpaid interest that you add to the principal amount of the Loan as described in this Note.
6. “Start Date” means the first day of instruction in the training program provided by the School, at which I am enrolled and participate, whether in person or online.
7. “Final Disclosure Statement” means the closed-end consumer credit disclosure statement as required by

the Federal Truth-in-Lending Act provided to me after I have accepted my Loan offer.

8. "Loan" means my legal obligation to repay the Loan Amount, wherein such payments are applied directly to the School in conjunction with my scheduled loan repayments as well as any associated fees and interest, under the terms and conditions of this Note.
9. "Loan Amount Requested" means the dollar amount of the Loan requested by me in my Loan Application.
10. "Loan Amount" refers to the total amount I am obligated to repay, which includes: the costs of educational services provided by the School as I make my scheduled loan repayments, and any additional fees or charges as detailed in my Loan Application and Note. The total Loan Amount may exceed the initial amount requested if additional fees are capitalized onto the principal amount.
11. Principal: "Principal" means the initial Loan Amount plus any accrued but unpaid interest that has been capitalized, minus any payments or credits, reflecting the current outstanding balance.
12. "Repayment Period" means the period beginning three (3) business days after I receive my Final Disclosure, or on the Start Date of my academic program, whichever occurs later, and continuing for up to \_\_\_\_\_ months. Periods of forbearance authorized in accordance with Section I will extend the Repayment Period.
13. "Standard Payment Amount" means the regularly scheduled monthly payment amount I am required to make as part of the obligation to repay the Loan in full. This amount is determined in accordance with the repayment terms and conditions set forth in the Note and includes any principal, interest, and applicable fees.
14. "Servicer" means Fortify or any subsequent servicer of this Note, and also any agent or servicer acting on behalf of any subsequent holder of this Note, unless the applicable language specifies a different meaning.
15. "Fortify In-School Education Loan Program" means a financial arrangement in which a lender extends credit to Borrower for enrollment in eligible training programs. The School consents to accept payments incrementally as Borrower repays their loan(s).

#### **D. INTEREST**

1. Accrual – Beginning on the first date of the Repayment Period, interest on this Note will accrue at the Fixed Rate, as indicated on the Final Disclosure Statement, on the full outstanding principal balance, regardless of disbursement timing, until all amounts are paid in full. Interest will be calculated on a daily simple interest basis, according to the outstanding Principal balance each day during the term of the Loan. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by the actual number of days in that calendar year. I understand and agree that I am responsible for paying accrued interest as part of my regular payments under this Note.
2. Capitalized Interest – Notwithstanding any provision of section D.1, I agree that you may at your option, add ("capitalize") all accrued and unpaid interest to the Principal at the end of any authorized period of Forbearance. Such capitalized interest shall be subject to the same interest accrual as the original Loan Amount. Since interest accrues on the outstanding principal balance, capitalizing increases the total costs of the loan. In addition, to the extent permitted by Applicable Law, if I am in default on my Loan, you may, at your option, add all accrued and unpaid interest to the Principal balance of my Loan upon such

default. Thereafter, interest will continue to accrue on the new Principal balance.

3. Interest Rates – My interest rate will be fixed for the life of the loan as disclosed in the Final Disclosure Statement.

#### **E. ORIGINATION FEE**

1. I will pay a loan Origination Fee to you when the Repayment Period begins. The amount of the Origination Fee is calculated as a percentage of the total Loan Amount, as determined by you in accordance with the rules of this loan program as disclosed above. The Origination Fee applicable to my Loan will be disclosed to me on my disclosure statement. The amount of the Origination Fee will be added to the principal balance of my Loan and deducted from my loan proceeds when such loan proceeds are disbursed. You may increase the amount I request on my Loan Application by the amount necessary to pay any loan Origination Fee imposed. If I prepay this Loan in full or in part, I will not be entitled to any part of the Origination Fee except as required by Applicable Law.

#### **F. DISBURSEMENT OF FUNDS**

1. I authorize you at your option, to disburse Loan funds in whole or part (a) electronically to the School, or (b) by check made payable the School and mailed directly to the School. I further acknowledge and consent to the fact that the proceeds of my Loan will be distributed to the School as I make each monthly loan payment, and such distributions to the School may be made in stages, as tuition and other costs become due and payable.

#### **G. TERMS OF REPAYMENT**

1. Repayment Period – The Repayment Period will commence three (3) business days after I receive my Final Disclosure, or the Start Date, whichever occurs later, and will continue for \_\_\_\_\_ months. Additionally, Fortify reserves the right to unilaterally delay the first payment date if the Start Date is adjusted, without changing the Origination Date. A change in my Start Date may impact the commencement of my repayment period and the due date of my first payment, potentially resulting in underpayment or overpayment. It is my responsibility to notify you of any changes to the Start Date to ensure the repayment period is correctly adjusted. If an underpayment occurs due to a change in the repayment period, the difference will be included in my final payment as described in Section G.2(a). If an overpayment occurs due to a change in the repayment period, you will refund me the difference. During the Repayment Period, you will send me monthly statements electronically or by mail (showing the Loan Amount and the Standard Payment Amount that is due). I will make my Standard Payment Amount in the amounts requested and no later than the payment due dates shown on my billing statements until I have paid all of the Principal and interest and any other charges I may owe on my Loan.
2. Repayment Terms – My monthly Standard Payment Amount will be established when my Repayment Period begins based on the rules of this Note. The amounts shown on my monthly statements will be consecutive monthly installments of Principal and interest in approximately equal installments at the Fixed Interest Rate on my Loan over the number of months remaining in the Repayment Period.
  - (a) Amounts Owing at the End of the Repayment Period: Interest accrues daily on the unpaid principal balance of my Loan. Any delays in making payments, such as late payments or delays due to forbearance, may result in additional interest owed. If I have unpaid fees or charges, I will owe those amounts as well. In such cases, you reserve the right to adjust the final payment amount to ensure full repayment of the Loan. You will notify me of any adjustments and the increased amount due.
  - (b) Application of Payments - Payments will be applied first to fees and charges, accrued interest the date payment is received, and then the remainder to the Principal balance of my Loan. I understand that all

accrued interest must be paid before the outstanding Principal can be reduced. For questions about payment application, or to provide instructions for the application of a single payment to multiple loans, contact the Servicer.

- (c) **Additional Repayment Options** – In the event that I experience a financial or other hardship and am unable to make my monthly Standard Payment Amount, I may request and you may offer repayment plan options, which include a temporary reduced payment plan or temporary payment cessation (forbearance). A copy of the details and request forms for available payment plans are available by sending an email request or mailing your office or designated Servicer's office a request. Requests for alternative repayment options must be submitted in accordance with your reasonable procedures and requirements (or those of your designated Servicer). The decision to grant my request shall be solely at your discretion.
- (d) **Other Charges** - If any part of a monthly payment remains unpaid for a period of more than 10 days after the payment due date, I will pay a late charge of 5% of the amount of the late payment, or \$10.00, whichever is less. I will also pay an NSF Fee of \$15.00 for each payment on this Note returned for any reason, including but not limited to insufficient funds or stop payment order. I will pay you this fee in addition to the amount that I must pay to bring my Loan current.

## **H. RIGHT TO PREPAY**

- 1. I have the right to prepay all or any part of any Loan at any time without penalty. Any partial payment will be credited against my Loan balance as described in Paragraph G.2(b) and will not reduce the next payment due on my Loan. Because interest does not accrue in advance, I will not receive any interest refund or rebate if I prepay in full. Because fees, if applicable, are earned when assessed, I will not receive a rebate of any portion of the fees on my account if I prepay my Loan.

## **I. PAYMENT CESSATION (FORBEARANCE) AND LOAN DISCHARGE**

- 1. In the event that I experience a financial or other hardship and am unable to repay the Loan in accordance with the terms established in this Note, I may request you modify these terms. I understand that such modification would be at your option. Requests for payment cessation (forbearance) must be submitted in accordance with your reasonable procedures and requirements (or those of your designated Servicer). The decision to grant my request shall be solely at your discretion. I may obtain copies of request forms that explain the eligibility and documentation requirements for the type of forbearance I am requesting by sending an e-mail request or mailing your office or designated Servicer's office. If I am more than 30 days delinquent or in default on my loan, I may not be eligible for a forbearance.
  - (a) You may grant me a forbearance if I am temporarily unable to make my scheduled loan payments for reasons including, but not limited to: financial hardship, illness, natural disaster, if I am called to active duty in the U.S. Armed Forces, or other reasons as determined by you. Under certain circumstances, you may also grant me forbearance without requiring me to submit a request or documentation. These circumstances include, but are not limited to, the following: periods necessary for you to determine my eligibility for a loan discharge, a period of up to sixty (60) days in order for you to collect and process documentation related to my request for a forbearance, consolidation loan, periods when I am involved in a military mobilization, a local or national emergency, or other reasons as determined by you.
- 2. During any period of forbearance, regularly scheduled payments of principal and interest on my Loan may be postponed. I understand that I will remain responsible for all interest accruing during any period of forbearance and that you may add any interest that I do not pay during any forbearance period to the principal balance as described in Paragraph D.2. I understand that periods of forbearance authorized in accordance with Section I will extend the Repayment Period.

3. Loan Discharge Provisions – You will discharge (forgive) my Loan if (a) I die and you receive acceptable documentation of my death consisting of a certified copy of my death certificate or other documentation acceptable to you; or (b) if I become totally and permanently disabled (“TPD”) as certified by a Doctor of Medicine or osteopathy, authorized to practice in the United States. A Doctor of Medicine or osteopathy, authorized to practice in the United States, must describe and certify my TPD status in writing using an acceptable written notification as designated by you. I understand that you will review any TPD request and that the decision as to whether to grant or deny such TPD request shall be entirely at your discretion and shall not be reviewable.
4. Payment Due Despite Dissatisfaction – I understand that I must repay this Loan even if I am unable to obtain employment, or I am dissatisfied with the educational program provided by the School.
5. Failure to Complete Education Program - Except as otherwise provided in this Note, I understand my failure to complete the education program paid for with this Loan will not relieve me of any of my obligations under this Note.

## **J. COLLECTION COSTS**

1. Unless prohibited by Applicable Law, I agree to pay you all amounts, including reasonable attorneys’ fees, collection agency fees, court costs, and any other collection costs that you incur in collecting or enforcing the terms of my Loan (collectively, “Collection Costs”) to the extent permitted by Applicable Law. The Collection Costs that I agree to pay *may* also include fees and costs incurred in connection with any appellate or bankruptcy proceedings.

## **K. DEFAULT**

1. To the extent permitted by Applicable Law, I will be in default and you have the right to cancel any scheduled Loan disbursement not yet made and to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under this Note, are due and payable at once (subject to any Applicable Law which may give me a right to cure my default) if:
  - (a) I fail to make any monthly payment to you within thirty days of its due date; or
  - (b) I fail to notify you in writing, phone call or email of a change in my name, address, telephone number, or school enrollment status within thirty (30) days after such change occurs; or
  - (c) I become the subject of proceedings under the United States Bankruptcy Code or assign my assets for the benefit of my creditors;
  - (d) I break any promises contained in my Loan Application or this Note; or
  - (e) I make any false, misleading or materially incomplete statement or forgery in applying for this Loan, or to you at any time during Repayment Period;
2. If I default, you may add all accrued and unpaid interest and other amounts to the principal balance of my Loan upon such default as described in Paragraph D.2. If I default, I will be required to pay interest on this Loan accruing after default at the same rate of interest applicable to this Loan prior to my default. I understand that if I default, you may take action to collect the entire balance due, including bringing a lawsuit against me, referring my loan to a collection agency, and/or cancelling any deferment or forbearance on my loan.

## **L. NOTICES**

1. I will send written notice to you or provide notice via telephone or email within thirty (30) days after any

change in my name, address, email address, telephone number, enrollment or employment status. I will send such written notice to Fortify, the designated Servicer, or to such other address(es) as I may be given in the future.

2. Any notice required to be given to me by you will be effective when mailed by first class mail to the latest address you have for me, or when transmitted by electronic communication to the latest email address you have for me.

## **M. CREDIT REPORTING AND INFORMATION SHARING**

1. You or the designated Servicer may report information about my account to credit bureaus. Late payments, missed payments or other defaults in my account may be reflected in my credit report. You may also report information about my account to my School(s), education loan clearinghouses and similar organizations that may assist with managing repayment of my debt. I also agree that you or the designated Servicer may report my name, the fact that I have taken a loan from Fortify and information about my payment history on my account, including if I default, to investors in any investment fund established by Fortify to provide funding for the Fortify In-School Education Loan Program.
2. I understand that the reporting of information about my account to credit reporting agencies may adversely affect my credit rating and my ability to get other credit.

## **N. ADDITIONAL AGREEMENTS**

1. I understand that you are located in Texas and that my Loan Application will be entered into in the same state. CONSEQUENTLY, UNLESS PROHIBITED BY APPLICABLE LAW, THE PROVISIONS OF MY LOAN, INCLUDING THIS NOTE, WILL BE GOVERNED BY FEDERAL LAW AND THE LAW OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAW RULES. Notwithstanding the foregoing, Section P (Arbitration Agreement) is governed by the Federal Arbitration Act and not by any state law governing arbitration.
2. I agree to update the information on my Loan Application whenever you ask me to do so.
3. Except as otherwise provided herein, my responsibility for paying my Loan is unaffected by the liability of any other person to me or by your failure to notify me that a required payment has not been made. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present my Loan Application to me for payment or make protest of non-payment to me before suing to collect my Loan if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. Without losing any of your rights under this Note, you may accept late payments or partial payments. I will not send you or the designated Servicer partial payments marked 'paid in full,' 'without recourse' or with other similar language unless those payments are marked for special handling and sent to the designated Servicer, or to such other addresses as I may be given in the future.
4. Important Notice to Borrower Regarding Communications – To the extent permitted by Applicable Law, and without limiting any other rights you may have, I agree, in order for you or the designated Servicer to service my account or to collect any amounts I owe, you or the designated Servicer may from time to time communicate with me, in connection with my Loan Application or my Loan, using any currently owned or future acquired phone number, including cellular phone numbers, or e-mail address. I also consent to you or the designated Servicer communicating with the persons listed in my Loan Application as employment and personal references. You or the designated Servicer may communicate with me 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, e-mail directed to me at a mobile telephone

service, or e-mail otherwise directed to me. YOU OR THE DESIGNATED SERVICER MAY USE SUCH MEANS OF COMMUNICATION EVEN IF I WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER MEANS.

5. I may not assign my Note (including my Loan Application or any of its benefits or obligations). You may assign my Note (including my Loan Application) at any time. The terms and conditions of my Note apply to, bind, and inure to the benefits of your successors and assigns.
6. If any provision of this Note is held invalid or unenforceable, that provision shall be considered omitted from this Note without affecting the validity or enforceability of the remainder of this Note.
7. A provision of this Note may only be modified if jointly agreed upon in writing by you and me.
8. I understand that even if the School is an eligible educational institution as defined in Section 221(d)(1) of the Internal Revenue Code of 1986, and my Loan is a Qualified Education Loan, as defined under §221 of the Internal Revenue Code, you agree that you will not contest the discharge of my Loan if I file a bankruptcy petition.
9. All parties to this Note agree to fully cooperate and adjust all typographical, computer, calculation, or clerical errors discovered in any or all of the loan documents including the Note, Approval Disclosure Statement and Final Disclosure Statement. In the event this procedure is used, I will be notified and receive a corrected copy of the changed document.
10. I agree that if I sign this Note and transmit such signed Note to you via facsimile, electronically transmitted portable document format, or via electronic signature and submission, such transmission shall be treated in all manner and respects as an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as it were the original signed version thereof delivered in person.
11. I agree not to raise the use of a facsimile machine, electronic transmission in portable document format, or electronic signature and submission to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine, electronic transmission in portable document format, or electronic signature and submission as a defense to enforceability of this Note, and, if I am not a covered borrower under the Military Lending Act, I forever waive any such defense.
12. All payments on my 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. My obligation to make any monthly payments in accordance with Paragraph G.1 is not affected by any withholding taxes required to be paid under any foreign law, and notwithstanding any such law that requires withholding taxes on my payments under my Loan, I agree to make all required payments under this Loan to you or any subsequent holder.
13. My failure to receive a coupon book or statement whether electronically or by mail does not relieve me of my obligation to make any required loan payments in accordance with the terms and conditions of this Note.
14. Suretyship – I hereby waive all my defenses to this Note based on suretyship.
15. I agree that if I become more than thirty (30) days delinquent on my Loan or if my Loan is declared in default, you or the designated Servicer may at your option disclose my delinquency or default to investors in any investment fund established by Fortify to provide funding for the Fortify In-School Education Loan Program.
16. Limits on Interest, Fees, Charges or Costs – If a law which applies to this loan and which sets maximum limits on interest, fees, charges, or costs collected or to be collected in connection with this loan exceed permitted limits, then:

- (a) Any such interest, fees, charges or costs shall be reduced by the amount necessary to comply with the permitted limits, and
  - (b) Any sums already collected from me which exceed permitted limits will be refunded to me. You may choose to make the refund by reducing the amounts I owe under this Note.
17. I agree and authorize you and your agents, subsequent lenders or holders or Servicers to assess a convenience fee if I choose to use an online or phone payment service.
18. I agree that if I make payments due through an automatic withdrawal from my checking or savings account, you will provide me a 0.25% interest rate discount for those payments.
19. Military Lending Act 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 thirty-six (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 fees charged (other than certain participation fees for a credit card account).
20. Military Lending Act Compliance—This Note shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. For Loans originated on or after October 3, 2017, if you are a Covered Borrower as determined in accordance with the safe harbor provisions in the Military Lending Act and its implementing regulations: (a) Section P regarding arbitration shall not apply to you; (b) any interest or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting your Account or by making a direct payment to you; and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.
21. HOLDER NOTICE: I understand that the following notice is applicable to loans issued to finance attendance at Schools in cases where the school has referred me to Lender, where the school is affiliated with Lender, or where school and Lender have a business arrangement. 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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## **O. AUTHORIZATIONS OF BORROWER**

1. I authorize you or your agents to:
- (a) gather and share from time-to-time credit-related, employment and other information about me (including any information from the Promissory Note or about this Loan or my payment history) from and with consumer reporting agencies, my School and others in accordance with Applicable Law;
  - (b) advise investors in any investment fund established by Fortify to provide funding for the Fortify In-School Education Loan Program of my payment performance, including if I default on my Loan or am delinquent in making payments on my Loan;
  - (c) respond to inquiries from prior or subsequent lenders or holders or Servicers with respect to my Loan and related documents; and
  - (d) release information and make inquiries to the persons I have listed in my Loan Application as references.

My authorization under this Paragraph O applies to this Loan, any prior or future loans that may be offered to me by you, any updates, renewals or extensions of this Loan that may be offered to me, any hardship forbearance of this Loan or any future loans that may be requested of me, and for any review or collection of this Loan or any future loans that may be offered to me. I also authorize you to answer questions about your credit experience with me and to release the results of the credit review process to my School or its agents. I authorize my School to release, to you, persons designated by you, any subsequent holders of my Loan or Servicers and other persons designated by you, any requested information pertinent to my Loan Application or Loan (including enrollment and degree completion status, prior loan history, employment status, current address and other contact information). I understand that a credit report may be obtained for this loan request. If you agree to make this Loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my Loan, taking collection action on my Loan, or any legitimate purposes associated with my Loan. If I live in a community property state, I authorize you to gather credit-related information from others about my spouse. If I ask you, you will tell me if you have requested information about me (or about my spouse if applicable) from a consumer reporting agency and provide me with the name and address of any agency that furnished you with a report.

2. I authorize you and your agents to verify my Social Security number with the Social Security Administration (SSA) and, if the number on my loan record is incorrect, then I authorize SSA to disclose my correct social security number to these persons.

## **P. ARBITRATION AGREEMENT**

1. If you are a “Covered Borrower” as defined by the Military Lending Act and its implementing regulations, you are not required to submit to arbitration.
2. Please read carefully. Except as expressly provided below, I agree that any claim, dispute or controversy arising out of or that is related to (a) my Loan, my Loan Application, this Note (including, without limitation, any dispute over the validity, enforceability, arbitrability or scope of this Arbitration Agreement), my Approval Disclosure Statement, my acceptance of the Loan, or my Final Disclosure Statement or (b) any relationship resulting from my Loan, or any activities in connection with my Loan, or (c) the disclosures provided or required to be provided in connection with my Loan (including, without limitation, the Approval Disclosure Statement and the Final Disclosure Statement), or the underwriting, servicing or collection of my Loan, or (d) any insurance or other service related to my Loan, or (e) any other agreement related to my Loan or any such service, or (f) breach of this Note or any other such agreement, whether based on statute, contract, tort or any other legal theory (any ‘Claim’) may, at my or your election, be resolved through binding arbitration or litigation under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”) before the American Arbitration Association (AAA) under its Commercial Arbitration Rules including the Supplementary Procedures for Consumer Related Disputes, at the time the arbitration is brought, or before any other party that you and I agree to in writing, provided that such party must not have in place a formal or informal policy that is inconsistent and purports to override the terms of this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org). For purposes of this Paragraph N, the terms ‘you,’ ‘your,’ ‘yours’ and ‘Lender’ include the Lender, any other subsequent holder of my Loan, and the officers, directors, and employees, and their affiliates, subsidiaries, and parents, and any officers, directors, and employees of such entities. These terms include any party named as a codefendant with you in a Claim asserted by me, such as Servicers, debt collectors, or my School. However, ‘Claim’ does not include any individual action brought by me in small claims court or my state’s equivalent court, unless such action is transferred, removed or appealed to a different court.
3. **RIGHT TO REJECT:** I may reject this Arbitration Agreement by e-mailing a signed rejection notice to [arbitration@fortifyedu.com](mailto:arbitration@fortifyedu.com) within sixty (60) days after my Start Date. Any rejection notice must include my name, address, e-mail address, and telephone number.

4. **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 FAA. For any arbitration-related proceedings in which courts are authorized to take action under the FAA, each party expressly consents to the nonexclusive jurisdiction of any state court of general jurisdiction or any state court of equity that is reasonably convenient to me, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.
5. **IMPORTANT WAIVERS: IF EITHER YOU OR I CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**
6. **THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS AND CLAIMS BROUGHT BY OR AGAINST ME MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON.** If I reside in the U.S., any arbitration hearing shall take place within the federal judicial district in which I reside. If I reside outside the United States, I agree that any arbitration hearing shall take place in Dallas, Texas. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Note gives a right to recover any of those fees from the other party. If my claim is for \$10,000 or less, you agree that I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If my claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules. All fees and expenses of the arbitrator and administrative fees and expenses of the arbitration shall be paid by the parties as provided by the Commercial Arbitration Rules of the AAA governing the proceeding, including the Supplementary Procedures for Consumer Related Disputes, to the extent applicable, or by specific ruling by the arbitrator, or by agreement of the parties. The arbitrator shall have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), and attorneys' fees and costs. In addition, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party's individual claim. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.
7. **GOVERNING LAW:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. If I have a question about the American Arbitration Association, I can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, N.Y. 10019, 212-716-5800, [www.adr.org](http://www.adr.org).
8. **SURVIVAL, SEVERABILITY:** This Arbitration Agreement shall survive full payment of the Loan, your sale or transfer of the Loan, any bankruptcy or insolvency, any Forbearance or modification granted pursuant to this Note, any cancellation or request for cancellation of the Note or any disbursements under the Note. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts shall be of no force and effect and

shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect.

## **Q. DISCLOSURE NOTICES**

1. **NOTICE TO CONSUMER.** (For purposes of the following notice, the word “you” refers to the Borrower not the Lender) 1. DO NOT SIGN THE LOAN APPLICATION BEFORE YOU READ THIS NOTE. 2. YOU ARE ENTITLED TO A COPY OF THIS DOCUMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

### **2. NOTICE TO BORROWERS REGARDING LOAN SALES**

- (a) I understand that you may sell, transfer or assign my Note without my consent. I understand that acting in the capacity of a non-fiduciary agent to me, you will maintain a register to record the entitlement to payments of principal and interest on my Note and that beneficial ownership of such payments under my Note as reflected in the register will be conclusive notwithstanding notice to the contrary. You will notify me of a change in ownership reflected in the register if (1) this alters the address to which I must make payments or (2) upon my reasonable written request. Sale, assignment or transfer of my Note or beneficial interest in payments of principal and interest on my Note does not affect my rights and responsibilities under this Note.

### **3. CUSTOMER IDENTIFICATION POLICY NOTICE**

- (a) 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, social security number and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

### **4. STATE NOTICES**

I 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 I 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 they signed their Loan Applications and to borrowers and cosigners who are residents of that state.

**FOR ALABAMA RESIDENTS: (For purposes of the following notice, the word “you” refers to the Borrower not the Lender) CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**CALIFORNIA AND UTAH RESIDENTS:** As required by California and Utah law, I am notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill my credit obligation terms.

**CALIFORNIA RESIDENTS:** I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you 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, I have the right to obtain within sixty (60) days a free copy of my consumer credit report from the consumer reporting agency which furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I 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:** For Florida residents, a documentary stamp tax is required by law on private student loans. The tax is calculated at \$0.35 for each \$100 (or portion thereof) of the principal loan amount.

**IOWA RESIDENTS:** If my Final Loan Amount is equal to or less than the threshold amount as defined in Iowa Code subsection 537.1301, this is a consumer credit transaction. References to payment of reasonable attorney's fees in the event of default in paragraphs A and I of this Promissory Note do not apply to Iowa Residents. **UNLESS PROHIBITED BY APPLICABLE LAW, THE PROVISIONS OF THIS LOAN, INCLUDING THIS NOTE, WILL BE GOVERNED BY FEDERAL LAW AND THE LAW OF THE STATE OF IOWA, WITHOUT REGARD TO CONFLICT OF LAW RULES.**

**IOWA, KANSAS, AND NEBRASKA RESIDENTS: FOR ALL IOWA, KANSAS, AND NEBRASKA RESIDENTS. NOTICE TO CONSUMER: (FOR PURPOSES OF THE FOLLOWING NOTICE, THE WORD "YOU" REFERS TO THE BORROWER NOT THE LENDER). 1. DO NOT SIGN THIS PAPER BEFORE YOU READ IT; 2. YOU ARE ENTITLED TO A COPY OF THIS PAPER; 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.**

**MARYLAND RESIDENTS:** You and I have agreed that this Note is governed by federal law and the laws of Texas without regard to conflict of laws rules; if any court should nevertheless determine that this Note is subject to Maryland laws concerning credit, then only to the extent that Maryland law applies, You and I agree and elect that this Note is made under and governed by Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

**INDIANA AND MAINE RESIDENTS:** The provisions of this Note regarding the payment of collection agency costs and court costs and where lawsuits must be filed do not apply to Maine and Indiana residents.

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

**MISSOURI RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender). 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 us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**MAINE, NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If you agree to make this loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my loan, taking collection action on my loan, or legitimate purposes associated with my loan.

**NEBRASKA RESIDENTS: (For purposes of the following notice, "you" refers to the Borrower not the Lender). 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 us (creditor) from misunderstanding or disappointment, any agreements we**

**reach covering such matters are contained in this writing, 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 Note are a table of contents and not contract terms. Portions of this Note 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 Note, 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 credit worthy 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.

RHODE ISLAND RESIDENTS: This is a nonnegotiable promissory note.

**SOUTH DAKOTA RESIDENTS:** Any improprieties in making the loan or in loan practices may be referred to Division of Banking, South Dakota Department of Labor and Regulation, 1601 N. Harrison Avenue, Suite 1, Pierre, SD 57501, Phone: 605.773.3421.

**TEXAS RESIDENTS: STUDENT BORROWERS AND COSIGNERS MUST READ ALL PAGES OF THIS LOAN APPLICATION AND CREDIT AGREEMENT AND SIGN BELOW. THIS IS A NON-NEGOTIABLE CREDIT AGREEMENT AND CONSUMER CREDIT TRANSACTION.**

**For purposes of the following notices, “you” means the Student Borrower and Cosigner, not the Lender. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

UTAH RESIDENTS: This Note is the final expression of the agreement between me and you and it may not be contradicted by evidence of an alleged oral agreement.

**VERMONT RESIDENTS: BY SIGNING THIS CREDIT AGREEMENT, YOU CONSENT TO THE LENDER OBTAINING YOUR CONSUMER REPORT FROM A CONSUMER REPORTING AGENCY IN CONNECTION WITH THIS TRANSACTION OR EXTENSION OF CREDIT FOR THE PURPOSE OF REVIEWING YOUR LOAN ACCOUNT, FOR THE PURPOSE OF TAKING COLLECTION ACTION ON YOUR LOAN ACCOUNT, OR FOR OTHER LEGITIMATE PURPOSES ASSOCIATED WITH YOUR LOAN ACCOUNT.**

FOR VIRGINIA RESIDENTS: 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 [schev.edu/privateloan](http://schev.edu/privateloan).

WISCONSIN RESIDENTS: For married Wisconsin residents, my signature on my Loan Application confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.59, Wisconsin Statutes, or court decree under Section 766.70, Wisconsin Statutes, 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. My spouse has actual knowledge that this credit is being extended to me.

#### NOTICE TO BORROWERS

DO NOT SIGN THIS NOTE BEFORE YOU READ IT EVEN IF OTHERWISE ADVISED.

DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

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

YOUR SIGNATURE MEANS THAT YOU AGREE TO ALL OF THE TERMS OF THIS NOTE.

#### **R. BORROWER'S CERTIFICATION AND CONSENTS**

I declare that the following is true and correct. I certify under penalty of perjury under the laws of the United States of America that the information contained in my Loan Application for this Loan is true, complete and correct to the best of my knowledge and belief, and is made in good faith. I certify that I am a citizen of the United States of America. I understand this is a private, non-federal student loan and I certify that the proceeds of this loan will be used to pay educational expenses incurred by me at the School. I understand that I am responsible for repaying immediately any funds that I receive which were not to be used or which are not used for educational purposes for the applicable academic period. At Lender's option, I understand that you may either electronically transmit funds to the School or issue check(s) made payable to the School. I also certify the following: I have read the material explaining the Loan that has been provided to me. I understand the provisions of the Loan, my responsibilities, and my rights under this Loan. I certify that I meet the age of majority in my state to enter into contracts.

#### NOTICE TO CONSUMER:

- 1.) The Borrower should not sign this agreement before having read it, even if otherwise advised.
- 2.) The Borrower should not sign this agreement if it contains any blank spaces.
- 3.) The Borrower is entitled to a copy of this Promissory Note.
- 4.) The Borrower has read, understands, and agrees to the terms of the "Borrower's Certification and Consents" in Section R of this Note.

By signing below, the Borrower (i) acknowledges that the Borrower has received an exact copy of this Promissory Note, and (ii) acknowledges that the Borrower received, reviewed, and understand the terms of the Loan Application and Disclosure(s) provided to the Borrower at the time of the Loan Application.

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Borrower's Electronic Signature

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Date



# Private Education Loan Applicant Self-Certification

This space for lender use only

OMB No. 1845-0101  
Form Approved  
Exp. Date 8/31/2025

**Important:** Pursuant to Section 155 of the Higher Education Act of 1965, as amended, (HEA) and to satisfy the requirements of Section 128(e)(3) of the Truth in Lending Act, a lender must obtain a self-certification signed by the applicant before disbursing a private education loan. The school is required on request to provide this form or the required information only for students admitted or enrolled at the school. Throughout this Applicant Self-Certification, "you" and "your" refer to the applicant who is applying for the loan. The applicant and the student may be the same person.

**Instructions:** Before signing, carefully read the entire form, including the definitions and other information on the following page. Submit the signed form to your lender.

## SECTION 1: NOTICES TO APPLICANT

- Free or lower-cost Title IV federal, state, or school student financial aid may be available in place of, or in addition to, a private education loan. To apply for Title IV federal grants, loans and work-study, submit a Free Application for Federal Student Aid (FAFSA) available at [www.fafsa.gov](http://www.fafsa.gov), or by calling 1-800-4-FED-AID, or from the school's financial aid office.
- A private education loan may reduce eligibility for free or lower-cost federal, state, or school student financial aid.
- You are **STRONGLY** encouraged to pursue the availability of free or lower-cost financial aid with the school's financial aid office.
- The financial information required to complete this form can be obtained from the school's financial aid office. If the lender has provided this information, you should contact your school's financial aid office to verify this information and to discuss your financing options.

## SECTION 2: COST OF ATTENDANCE AND ESTIMATED FINANCIAL ASSISTANCE

If information is not already entered below, obtain the needed information from the school's financial aid office and enter it on the appropriate line. Sign and date where indicated. See Section 5 for definitions of financial aid terms.

- A. Student's cost of attendance for the period of enrollment covered by the loan \$ \_\_\_\_\_
- B. Estimated financial assistance for the period of enrollment covered by the loan \$ \_\_\_\_\_
- C. Difference between amounts A and B \$ \_\_\_\_\_
- WARNING:** If you borrow more than the amount on line C, you risk reducing your eligibility for free or lower-cost federal, state, or school financial aid.

## SECTION 3: APPLICANT INFORMATION

Enter or correct the information below.

Full Name and Address of School \_\_\_\_\_

Applicant Name (last, first, MI) \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Permanent Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Area Code / Telephone Number Home \_\_\_\_\_ Other \_\_\_\_\_

E-mail Address \_\_\_\_\_

Period of Enrollment Covered by the Loan (mm/dd/yyyy) From \_\_\_\_\_ to \_\_\_\_\_

If the student is NOT the applicant, provide the student's name and date of birth.

Student Name (last, first, MI) \_\_\_\_\_ Student Date of Birth (mm/dd/yyyy) \_\_\_\_\_

## SECTION 4: APPLICANT SIGNATURE

I certify that I have read and understood the notices in Section 1 and, that to the best of my knowledge, the information provided on this form is true and correct.

Signature of Applicant \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

## SECTION 5: DEFINITIONS

**Cost of attendance** is an estimate of tuition and fees, room and board, transportation, and other costs for the period of enrollment covered by the loan, as determined by the school. A student's cost of attendance may be obtained from the school's financial aid office.

**Estimated financial assistance** is all federal, state, institutional (school), private, and other sources of assistance used in determining eligibility for most Title IV student financial aid, including amounts of financial assistance used to replace the expected family contribution. The student's estimated financial assistance is determined by the school and may be obtained from the school's financial aid office.

A **lender** is a private education lender as defined in Section 140 of the Truth in Lending Act and any other person engaged in the business of securing, making, or extending private education loans on behalf of the lender.

A **period of enrollment** is the academic year, academic term (such as semester, trimester, or quarter), or the number of weeks of instructional time for which the applicant is requesting the loan.

A **private education loan** is a loan provided by a private education lender that is not a Title IV loan and that is issued expressly for postsecondary education expenses, regardless of whether the loan is provided through the school that the student attends or directly to the borrower from the private education lender. A private education loan does not include (1) An extension of credit under an open-end consumer credit plan, a reverse mortgage transaction, a residential mortgage transaction, or any other loan that is secured by real property or a dwelling; or (2) An extension of credit in which the school is the lender if the term of the extension of credit is 90 days or less or an interest rate will not be applied to the credit balance and the term of the extension of credit is one year or less, even if the credit is payable in more than four installments.

**Title IV student financial aid** includes the Federal Pell Grant Program, the Federal Supplemental Educational Opportunity Grant (FSEOG) Program, the Federal Work-Study (FWS) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan Program, and the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program. To apply for Title IV federal grants, loans, and work-study, submit a Free Application for Federal Student Aid (FAFSA), which is available at [www.fafsa.gov](http://www.fafsa.gov), by calling 1-800-4-FED-AID, or from the school's financial aid office.

## SECTION 6: PAPERWORK REDUCTION NOTICE

**Paperwork Reduction Notice:** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0101. The time required to complete this information collection is estimated to average 0.25 hours (15 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed and complete and review the information collection.

***If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:*** U.S. Department of Education, Washington, DC 20202-4651

***If you have any comments or concerns regarding the status of your individual submission of this form, contact your lender.***

## H-23 Private Education Loan Final

Page 1 of 2

**BORROWER:**

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**CREDITOR:**

Fortify Education Inc.  
1606 Headway Cir.  
STE 9411  
Austin, TX 78754

**RIGHT TO CANCEL**

You have a right to cancel this transaction, without penalty, by midnight on \_\_\_\_\_. No funds will be disbursed to you or your school until three (3) business days have passed since you received this Final Disclosure. You may cancel by sending an email with the subject line:

**"Cancel My Loan"** to the address: [loancancel@fortifyedu.com](mailto:loancancel@fortifyedu.com). If you cancel your Loan, the request to cancel will be deemed timely if submitted by 12:00 midnight EST on the cancellation date provided above.

## Loan Rates & Estimated Total Costs

**Total Loan Amount**

The total amount you are borrowing.

**Interest Rate**

Your current interest rate.

**Finance Charge**

The estimated dollar amount the credit will cost you.

**Total of Payments**

The estimated amount you will have paid when you have made all payments

### ITEMIZATION OF AMOUNT FINANCED

|                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------|--|
| <b>Amount paid to you</b>                                                                                               |  |
| <b>Amount paid to others on your behalf:</b> <ul style="list-style-type: none"><li>_____</li></ul>                      |  |
| Amount Financed<br>(total amount provided)                                                                              |  |
| <b>Initial finance charges</b><br>(total) <ul style="list-style-type: none"><li>Origination Fee<br/>(\$_____)</li></ul> |  |
| <b>Total Loan Amount</b>                                                                                                |  |

### ABOUT YOUR INTEREST RATE

- Your rate is fixed. This means that your rate will not change over the life of your loan.

• The interest rate for this loan is \_\_\_\_\_%

- Your Annual Percentage Rate (APR) is \_\_\_\_\_. 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

- Application Fee: \$\_\_\_\_\_
- Origination Fee: \$\_\_\_\_\_
- Late Charge:** 5 % of the amount of the past due payment, or \$10, whichever is less.
- Returned check charge:** Up to \$15
- Collection and default charges:** In the event of a default, the borrower may incur additional charges as permitted by applicable law.

## Estimated Repayment Schedule & Terms

| ____ MONTH LOAN TERM | MONTHLY PAYMENTS                                         |
|----------------------|----------------------------------------------------------|
|                      | at _____%<br>the <b>fixed</b> interest rate of your loan |
|                      |                                                          |

## REFERENCE NOTES

### Fixed Interest Rate:

- Your loan has a Fixed Interest Rate that will be set when the loan is approved and that will not change during the term of the loan.
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR).

### Bankruptcy Limitations:

- There are no bankruptcy limitations associated with this loan.

**See your credit agreement for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.**

### Repayment Options:

- The repayment period will commence three business days after receipt of this Final Disclosure or the Start Date of your academic program, whichever is later, and will continue for \_\_\_\_\_ months. The first payment will be due approximately thirty (30) days after the commencement of the repayment period.
- A change in your Start Date may impact the commencement of your repayment period and the due date of your first payment, potentially resulting in underpayment or overpayment. It is your responsibility to notify us of any changes to the Start Date to ensure the repayment period is correctly adjusted. If an underpayment occurs due to a change in the repayment period, the difference will be included in your final payment. If an overpayment occurs due to a change in the repayment period, we will refund you the difference.
- You may be eligible for forbearance as outlined in your Promissory Note. These provisions are determined by the terms set forth in your application and Promissory Note. During forbearance, interest will continue to accrue and may be added to the principal balance of the loan when repayment begins.
- You may also be eligible for Natural Disaster Forbearance (up to 12 months) and Military Forbearance (up to 36 months), as outlined in your Promissory Note.

### 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 charge.

STUDENT BORROWERS MUST READ ALL PAGES OF THIS APPLICATION AND FINAL DISCLOSURE AND SIGN BELOW:

Borrower Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**FACTS****WHAT DOES FORTIFY EDUCATION INC. ("Fortify") DO WITH YOUR PERSONAL INFORMATION?**

|              |                                                                                                                                                                                                                                                                                                                                        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.                       |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ payment history and employment information</li> <li>▪ credit history and credit scores</li> </ul> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fortify chooses to share; and whether you can limit this sharing.                                     |

| <b>Reasons we can share your personal information</b>                                                                                                                                        | <b>Does Fortify share?</b>                                                                                                                                                                                                                                                                                                                     | <b>Can you limit this sharing?</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>For our everyday business purposes –</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                                                                                                                                                                                                                                                                                                                                            | No                                 |
| <b>For our marketing purposes –</b><br>to offer our products and services to you                                                                                                             | Yes                                                                                                                                                                                                                                                                                                                                            | No                                 |
| <b>For joint marketing with other financial companies</b>                                                                                                                                    | No                                                                                                                                                                                                                                                                                                                                             | We don't share                     |
| <b>For our affiliates' everyday business purposes –</b><br>information about your transactions and experiences                                                                               | Yes                                                                                                                                                                                                                                                                                                                                            | No                                 |
| <b>For our affiliates' everyday business purposes –</b><br>information about your creditworthiness                                                                                           | No                                                                                                                                                                                                                                                                                                                                             | We don't share                     |
| <b>For our affiliates to market to you</b>                                                                                                                                                   | No                                                                                                                                                                                                                                                                                                                                             | We don't share                     |
| <b>For nonaffiliates to market to you</b>                                                                                                                                                    | Yes                                                                                                                                                                                                                                                                                                                                            | Yes                                |
| <b>To limit our sharing</b>                                                                                                                                                                  | <p>Call (214) 644-6444</p> <p><b>Please note:</b></p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p> |                                    |
| <b>Questions?</b>                                                                                                                                                                            | Go to <a href="http://www.fortifyedu.com">www.fortifyedu.com</a>                                                                                                                                                                                                                                                                               |                                    |

| What we do                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How does Fortify protect my personal information?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.                                                                                                                                                                                                                                                                     |
| <b>How does Fortify collect my personal information?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ apply for a loan or give us your income information</li> <li>▪ provide account information or pay your bills</li> <li>▪ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>                                                                          |
| <b>Why can't I limit all sharing?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | Your choices will apply to everyone on your account.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Definitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Affiliates</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies using the Fortify name.                                                                                                                                                                                                                                                                                                                  |
| <b>Nonaffiliates</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Nonaffiliates we share with can include direct marketing companies, schools, and private loan servicers.</li> </ul>                                                                                                                                                                                                   |
| <b>Joint Marketing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Fortify doesn't jointly market.</li> </ul>                                                                                                                                                                                                                                                           |
| Other Important Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>California, North Dakota and Vermont residents:</b> We will not disclose your personal information, financial information or credit report to nonaffiliated third parties to market to you, other than as permitted by the laws of your state of residence, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at <a href="https://fortifyedu.com/privacy">https://fortifyedu.com/privacy</a> or by calling (214) 644-6444.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

FACTS

WHAT DOES ZUNTAFI DO WITH YOUR PERSONAL INFORMATION?

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Why?  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.                                                                                                                                              |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income documentation</li> <li>• Account balances and payment history</li> <li>• Credit history and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> |
| How?  | All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons ZuntaFi chooses to share; and whether you can limit this sharing.                                                                                                                                                            |

| Reasons we can share your personal information                                                                                                                                              | Does ZuntaFi share?                                                             | Can you limit this sharing?                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>For our everyday business purposes—</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes<br>We are required by law.                                                  | No<br>We are legally required to perform these functions. |
| <b>For our marketing purposes—</b><br>to offer our products and services to you                                                                                                             | Yes                                                                             | No                                                        |
| <b>For joint marketing with other financial companies</b>                                                                                                                                   | No                                                                              | We do not share                                           |
| <b>For our affiliates’ everyday business purposes—</b><br>information about your transactions and experiences                                                                               | Yes                                                                             | No                                                        |
| <b>For our affiliates’ everyday business purposes—</b><br>information about your creditworthiness                                                                                           | No                                                                              | We do not share                                           |
| <b>For our affiliates to market to you</b>                                                                                                                                                  | No                                                                              | We do not share                                           |
| <b>For non-affiliates to market to you</b>                                                                                                                                                  | No                                                                              | We do not share                                           |
| Questions?                                                                                                                                                                                  | Call 800-592-1270 or go to <a href="http://www.zuntafi.com">www.zuntafi.com</a> |                                                           |

| Who are we                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who is providing this notice?                                                                                                                                                                                                                                                                                                                                  | ZuntaFi                                                                                                                                                                                                                                                                                                                                                                                                                      |
| What we do                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| How does ZuntaFi protect my personal information?                                                                                                                                                                                                                                                                                                              | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.                                                                                                                                                                                                                    |
| How does ZuntaFi collect my personal information?                                                                                                                                                                                                                                                                                                              | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Apply for a loan or pay your bill</li> <li>▪ Use your debit/credit card or checking/savings account</li> <li>▪ We also collect your personal information from other companies.</li> </ul>                                                                                                                        |
| Why can't I limit all sharing?                                                                                                                                                                                                                                                                                                                                 | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes-information about your creditworthiness.</li> <li>▪ Affiliates from using your information to market to you.</li> <li>▪ Sharing for non-affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> |
| Definitions                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Affiliates                                                                                                                                                                                                                                                                                                                                                     | Companies related by common ownership or control. They can be financial and nonfinancial companies.                                                                                                                                                                                                                                                                                                                          |
| Non-affiliates                                                                                                                                                                                                                                                                                                                                                 | Companies not related by common ownership or control. They can be financial and nonfinancial companies.                                                                                                                                                                                                                                                                                                                      |
| Joint marketing                                                                                                                                                                                                                                                                                                                                                | A formal agreement between non-affiliated financial companies that together market financial products or services to you.                                                                                                                                                                                                                                                                                                    |
| Other important information                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Information required by law to be reported to affiliates will be shared. An example of this may be in the event your loan is owned by ZuntaFi and serviced at another servicer. In cases where your loan was referred to ZuntaFi through your lender, we may share your information with the referring lender in order to complete your requested transaction. |                                                                                                                                                                                                                                                                                                                                                                                                                              |



105 First Avenue Southwest  
Aberdeen, SD 57401-4104

## INFORMATION SHEET

### LOAN REPAYMENT - CUSTOMER SERVICE CONTACT

Your account is serviced by ZuntaFi, NMLS #1359207. ZuntaFi handles the billing and other services related to repayment of your account for Fortify. ZuntaFi will be your primary contact for any questions regarding repayment of your loan. Please contact one of their Customer Service professionals by using the contact information below, Monday-Friday from 8 A.M. to 5 P.M. CST.

**Phone:** (800) 592-1270  
**Email:** [service@zuntafi.com](mailto:service@zuntafi.com)  
**Online:** [zuntafi.com](http://zuntafi.com)

### ONLINE ACCOUNT ACCESS

You can view your loan details, account statement, payment history and other important account information online at [zuntafi.com](http://zuntafi.com). In order to access your account online, you will first need to register and create a unique username and password. Please complete the following steps to access your account:

1. Navigate to [zuntafi.com](http://zuntafi.com)
2. Select "Register" at the top of the website
3. Select "Student Loans"
4. Follow the prompts to complete your registration

### MONTHLY BILLING

Your first billing notice will be provided to you after your account is added to ZuntaFi servicing system. If you choose to have your payment automatically withdrawn during the loan application process, **you'll receive notification via email when your statement is available at [zuntafi.com](http://zuntafi.com).** To help ensure you receive your statements, please add [service@zuntafi.com](mailto:service@zuntafi.com) to your safe sender list and register for your online account access.

### PAYMENT REMITTANCE

If you elected to have your payment automatically withdrawn during the loan application process, ZuntaFi will send you confirmation of the recurring payment start date. Please ensure funds are available in your account on your payment date. If your loan program includes a 0.25% interest rate discount benefit for automatic withdrawal of your monthly payment using ACH, the interest rate benefit will be applied to your loan as an equivalent discount that will be reflected in the payment application for eligible loan payments on your monthly billing statement and in the payment history on the website.

The following additional payment remittance options are available:

**Online:** [zuntafi.com](http://zuntafi.com)  
**Pay by Phone:** (800) 592-1270  
**Mail:** ZuntaFi Payment Center  
P.O. Box 4500  
Aberdeen, SD 57402-4500

## ELECTRONIC COMMUNICATIONS DISCLOSURE STATEMENT AND CONSENT

*Please read this carefully.*

In this electronic communications disclosure statement and consent, the words “I”, “me”, “my”, and “mine” mean the person receiving these disclosures. The words “you”, “your”, “yours”, and “Lender” mean Fortify Education Inc. (“Fortify”), its successors and assigns, and any other holder of my Loan. “Servicer” means Fortify or any subsequent servicer of this Note, and also any agent or servicer acting on behalf of any subsequent holder of this Note, unless the applicable language specifies a different meaning. The term “Party” or “Parties” in this authorization refer to either Lender or Servicer or both of them.

By signing below, I agree to receive all Communications from Parties in electronic form. “Communications” include agreements, disclosures, notices, documents, policies, statements, and all other information and communications from Parties. I may choose not to consent, but I will not be able to apply for or finalize a loan from Fortify. If I consent, Parties will send all Communications electronically.

- To receive Communications electronically, I will need:
  - A functioning personal computer, laptop, smart phone, tablet, or other electronic device with an Internet connection (“Device”). The Device must run one of the following operating systems: Windows 7 (NT 6.1) or higher; Apple macOS X 10.13 (High Sierra) or higher; iOS 13.5.1 or higher; Android 8.0 (Oreo) or higher; or Linux Ubuntu 16.04 LTS or higher.
  - An e-mail account with at least 500 MB of available (unused) storage space and the ability to display HTML content, to which Fortify will send all communications.
  - A current web browser that supports 128-bit encryption (e.g. Microsoft Edge 44.19041, Microsoft Edge 83.0.478.54, Mozilla Firefox 76.0 and above, Google Chrome 90.0.4430 and above, or Safari 13 and above) with cookies and JavaScript enabled.
  - A current version of a software program that accurately reads and displays PDF files, such as Adobe Acrobat Reader 15 or higher.
  - Capability to view SMS messages. In order to access, view, and retain SMS Notifications that Fortify makes available to me, I must have: (i) a SMS-capable mobile phone, (ii) an active mobile phone account with a communication service provider; and (iii) sufficient storage capacity on my mobile phone.
- FORTIFY MAY USE ANY MEANS OF COMMUNICATION DESCRIBED IN THIS SECTION TO CONTACT USER, EVEN IF USER WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER MEANS. I am responsible for any and all charges, including but not limited to, fees associated with text messaging, imposed by my communications service provider. I will consult my mobile service carrier’s pricing plan to determine the charges for sending and receiving text messages. These charges will appear on my phone bill. Message frequency depends on account status or settings.
- All SMS Notifications in electronic format from Fortify to me will be considered to be in writing.
- In order to retain and/or print electronic Communications, my Device will need to be able to save and store Communications and/or I will need a working printer connected to my device. If the hardware and software required to receive Communications ever changes, Parties will provide me notice of any change as required by law.
- If I do not consent to receiving Communications electronically, I will not be able to establish a relationship with Fortify. I may withdraw my consent to receiving Communications electronically by emailing the Lender at [help@fortifyedu.com](mailto:help@fortifyedu.com) or by using the phone number or email address as designated in the most recent Servicer communication. If I withdraw my consent, to the extent allowed by applicable law, Fortify may provide me with notice and terminate my relationship with Fortify, and if the Lender does this, I will be required to repay my loan immediately in full.

- I may request a paper copy of any electronic Communication at no charge by emailing Fortify at [help@fortifyedu.com](mailto:help@fortifyedu.com).
- I agree to notify Fortify immediately of any change in the e-mail address or mobile telephone number I provided to the Lender. Notification of an e-mail address change can be made by emailing Fortify at [help@fortifyedu.com](mailto:help@fortifyedu.com) or by writing to the Lender at 1606 Headway Cir, STE 9411, Austin, TX 78754.

Terms used but not defined in this Electronic Communications Disclosure Statement and Consent have the same meaning as in the Promissory Note.

To accept this Electronic Communications Disclosure Statement and Consent, I provide my electronic signature below. By providing my electronic signature, I acknowledge I have read, understand, and agree to be bound by this Electronic Communications Disclosure Statement and Consent and I consent to receive Communications (as defined above) electronically.

---

Electronic Signature

---

Date

## OPTIONAL CONSENT TO MARKETING COMMUNICATIONS

Terms used in this Optional Consent to Marketing Communications have the same meaning as in the Promissory Note.

To consent to receive automated marketing calls and/or text messages from Lender and its agents, affiliates, and marketing partners at the phone number provided, including autodialed calls/texts and/or artificial/prerecorded voice messages, I may provide my electronic signature by clicking the “I AGREE” button below and by providing my electronic signature. By providing my electronic signature, I acknowledge that I have read, understand, and am consenting to receive automated marketing from Fortify.

I understand that I do not have to provide this consent in order to apply for or receive a loan, and that I may opt out at any time. If I do not want to consent to marketing communications, I may provide my electronic signature by clicking the “I DECLINE” button below and providing my electronic signature. By providing my electronic signature, I acknowledge that I have read, understand, and am not consenting to receive automated marketing from Fortify.

☐ I AGREE

☐ I DECLINE

---

Electronic Signature

---

Date

## CONFIRMATION DISCLOSURES

- I understand this is a private, non-federal student loan and that the proceeds of this Loan may only be used to pay educational expenses incurred by the Borrower at the School.
- I understand that certain benefits available in the Promissory Note, including Economic Hardship Deferment, require the Borrower to take specific actions to become and remain eligible. Those eligibility requirements are outlined in Promissory Note and may include, for instance, successful enrollment in automatic ACH payments, and maintaining active communications with the Lender.
- I acknowledge that I provided consent for the Lender to report information about my account to credit bureaus and/or consumer reporting agencies and that late payments, missed payments, or other defaults on my account may be reflected in my credit report. I also understand that the reporting of information about my account to credit reporting agencies may adversely affect my credit rating and my ability to obtain other credit.
- I understand that, unless I opt-out or am a covered borrower under the Military Lending Act, any future disputes on my Loan are subject to the Arbitration Agreement included in my Promissory Note.
- I acknowledge receipt of Fortify Education's GLBA Privacy Notice.
- I understand that any part of the amount that I owe on my Loan that Lender may forgive may be taxable and that I should consult with my tax advisor about the tax consequences of any loan forgiveness.
- I understand that Lender does not in any way endorse, promote or make any representations concerning the quality or financial strength of any educational institution, including the School. It is my responsibility to determine the quality and financial strength of the educational institution.
- To consent to the Confirmation Disclosures, I provide my electronic signature by providing my electronic signature. By providing my electronic signature, I acknowledge that I have read, understand, and agree to be bound by the Confirmation Disclosures.

**BEFORE INPUTTING YOUR FINAL SIGNATURE BELOW, PLEASE VERIFY THAT ALL OF YOUR INFORMATION IS CORRECT. IF ANYTHING NEEDS TO BE UPDATED OR CORRECTED IN ANY OF THE DOCUMENTS, PLEASE CALL CUSTOMER SERVICE AT (214) 644-6444.**

---

Borrower's Electronic Signature

---

Date