



Borrower:	Test User
Address:	170 SAINT GERMAIN AVE SAN FRANCISCO, CA 94114 US
Contract Reference:	xx123c
Creditor:	Evolve Bank & Trust 6070 Poplar Avenue, Suite 200 Memphis, TN 38119
Amount financed ("Principal"): The amount of credit provided to you.	\$40.10
Finance charge*: The maximum dollar amount the credit will cost you. This amount can be lower if you make early payments.	\$2.00
Annual Percentage Rate: The cost of your credit as a yearly rate. The rate shall apply to your outstanding balance	10.0%
Number of Payments:	10
Maximum Due Amount of Each Payment: Your payment amount can be lower depending on the outstanding balance at the moment of the final payment. (Outstanding balance: Total Payment minus all Payments and Prepayments completed).	\$4.21
Payment Period:	MONTHLY
Due starting on:	February 02, 2019
Total Payment: The amount you will have paid after you have made all scheduled payments.	\$42.10
Delay payment schedule:	You can delay your payment schedule once for up to 15 days (or more if approved). In such case, your payment schedule will be delayed to the new due date and will follow the same payment period as previously defined.
Non-secured loan.	The loan is unsecured, except the Lender has reserved a contractual right of setoff in my deposit accounts.
Prepayment:	If you pay off early, you will not have to pay a penalty. You can make prepayments at any moment, including by increasing the amount of your Payment.
Late Charge:	If a payment is late, you will not be charged a separate fee or penalty.

Additional Charges:	There will be no additional charges to your loan.
* This is an estimate based on your request being processed on January 03, 2019 @ 17:50 UTC. Your actual finance charge will depend on your payments' regularity. Your annual percentage rate shall apply to the outstanding balance in your credit account.	
I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment of funds.	

Consumer Loan Agreement

This agreement contains the Consumer Loan Agreement (the "**Agreement**") related to the Loan request that you make to the through SynapseFI ("Platform"), the program partner responsible for managing your credit account and providing customer service to you. "We," "our," and "us" refer to Evolve Bank & Trust, an Arkansas banking corporation (the "**Bank**"), our successors, affiliates, or assignees. "You" "your," and "Borrower" refer to the borrower.

You may submit a request for a loan through the Platform's website (the "Website") by visiting <https://synapsefi.com> or by using the Platform mobile banking application (the "Mobile App"), if applicable. If you make a loan request, and if that request results in a loan that is approved and issued by us, then your loan will be governed by the terms of this Agreement. The version in effect when you make a loan request will apply to any loan made in response to that request. This Agreement will remain in effect for the applicable loan.

1. **Loan Terms.**

1.1. **Loan.** Bank agrees to lend you the principal amount of U.S. \$40.10. You agree to pay U.S. \$40.10 plus any interest as defined below.

1.1.1. **Account.** Bank will deposit the principal amount of your Loan in your Deposit Account made available by Bank on behalf of Platform.

1.2. **Interests.** Interest charges will correspond to an annual percentage rate of 10.0% on the outstanding balance in your credit account.

1.3. **Finance charge.** The total amount of U.S. dollars that your loan will cost you is \$2.00, if you pay your loan according to the payment schedule below. We will not charge you any finance charge other than the interests defined in the previous Section.

1.3.1. **Modifications.** If you miss one or more payments, the amount in U.S. dollars that your loan will cost you may increase. If you prepay your loan, the amount in U.S. dollars that your loan will cost you may decrease.

1.4. **Term.** Your Loan Agreement becomes effective upon your acceptance of the Terms and will continue in effect until your full repayment of the principal and interests.

1.5. **Payments schedule.** You will pay your loan in payments of U.S. \$ 4.21 each, every month, starting on the month following the disbursement of the principal. The amount of one payment may be lower depending on the outstanding balance of your loan, which shall be defined by subtracting the total payment of your loan by the payments already made. Unless otherwise agreed or required by applicable law, all payments will be applied first to any accrued unpaid interest and then to principal.

1.5.1. **Prepayment.** The Borrower may prepay the loan, in whole or in part, prior to any of the schedule dates without penalty.

1.6. **Payment method.** The payments shall be made by electronic Automated Clearing House ("ACH") transfers or debit cards, and you shall provide Bank with the appropriate information for Bank to set up such recurring electronic payments, including debit card number and account and routing numbers or bank logins. All payments must be made in U.S. Dollars.

1.6.1. **Account Verification.** Bank will verify your bank account set up for the ACH payments. If, for any reason, Bank is unable to verify your account, this Loan Agreement shall be terminated immediately, and Bank will not disburse the principal.

1.7. **Unsecured Agreement.** This Agreement is not secured by any security interest in, lien on, or pledge of, collateral provided by You. This does not, however, affect, negate, or disclaim Bank's right of set-off in the event of a default under this Agreement.

1.8. **Failure to Pay.** Upon the occurrence of any one or more of the following events of default: (a) Borrower fails to pay a payment when due; (b) Borrower fails to observe or perform any of the covenants or duties contained in the Agreement; or (c) any warranty, representation, statement or response made by Borrower in connection with this

Agreement is untrue in any material respect on or as of the date it was made; the full amount unpaid under this Agreement will become immediately due and payable. If you are in default, Bank may require you to pay the full amount you owe immediately, or take any action permitted by Law.

1.8.1. No late payment fees. Bank shall not charge any additional fee or interest in the event of late payment.

1.8.2. Right to Set-off. As permitted by applicable law, Bank may, at any time after the occurrence of an event of default, without prior notice or demand, set-off any amount unpaid under this Agreement against any deposit balances Borrower may at any time have with Bank.

1.8.3. No waiver. The fact that Bank may not demand payment of the full amount of the loan immediately upon the occurrence of an event of default does not constitute a waiver of the default or of Bank's rights to require immediate payment or exercise other remedies for any event of default.

1.8.4. Collection. You agree that you shall reimburse all of Bank's expenses relating to Bank's collection of the payments after an event of default, including attorney's fees and legal expenses.

2. Credit Account.

2.1. **Establishment.** Bank shall establish a credit account in your name upon your consent to this Agreement to which the loan payments will be credited.

2.2. **Reporting to User (Statements).** Statements will be made available to you on SynapseFI Website or Mobile App on a periodic basis at approximately monthly intervals, unless we specify to you another interval period when you open your account or thereafter.

2.2.1. Electronic Statements. Electronic statements are available to view and print on the Website or Mobile App (if available). Account statements are considered to be correct. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Bank shall not be liable to User for any error not reported to Bank within that period of sixty (60) days.

3. Borrower Representations and Warranties.

3.1. Borrower expressly represents and warranties that you:

3.1.1. are a US citizen, permanent resident or non-permanent resident alien in the United States on a valid long-term visa;

3.1.2. will not, in connection with your loan request: (i) make any false, misleading or deceptive statements or omissions of fact in your application, including but not limited to your loan purpose description; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; (v) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board; (vi) use any of the loan proceeds to fund any illegal activity or any other activity or use not otherwise allowed under this Agreement or the Site; (vii) use any of the loan proceeds for the purpose of purchasing or carrying any securities; or (viii) use the Website to request or obtain a loan for someone other than yourself; and

3.1.3. have all necessary consents, permissions, acknowledgements or agreements from any joint applicant/co-borrower and we may rely upon this agreement without any investigation or verification.

3.2. Borrower further acknowledges and agrees that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you

provide to us. To the extent that we determine, in our sole discretion, that your loan request violates this Agreement, or any other agreement entered into with us or SynapseFI, we may terminate your Agreement.

4. **Consents.**

4.1. **E-Sign.** To the fullest extent permitted by law, this Agreement, notices, statements and other communications (collectively, "Communications") from us to you regarding your loan(s) and related services with us may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the SynapseFI Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.

4.1.1. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, SynapseFI will terminate your right to use the SynapseFI Website and/or Mobile App or to obtain or maintain SynapseFI account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your SynapseFI Account(s) and related services, to the extent permitted by law.

4.1.2. Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make Communications available to User. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the SynapseFI Website and/or Mobile App. However, we retain printable versions of your Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give SynapseFI notice of any change of your postal or email address. Any account owner or authorized signer of a joint account may change the mailing address for your Account. Notice to any Account owner shall constitute notice to all joint Account owners in a joint account.

4.2. **Credit Information.** Borrower agrees to furnish or will authorize to be furnished to Bank such credit and financial information (including but not limited to current financial statements) as Bank may require from time to time. Borrower authorizes Bank to investigate Borrower's credit standing prior to Bank's acceptance of this Agreement and at any time thereafter. Borrower authorizes Bank to disclose financial and other information about Borrower to others, to the extent permitted by applicable law. Borrower authorizes Bank to answer any questions about Bank's experience related to this Credit Agreement and to report such experience, including late payments, to credit reporting agencies.

4.3. **Assignment of this Agreement.** You expressly consent and agree to the Bank's right to transfer, assign or delegate this Agreement or any of Bank's rights, obligations or duties hereunder to a third-party at any moment. You understand that you may only transfer, assign or delegate your rights and obligations under this Agreement with prior written consent from the Bank.

4.4. **TCPA Consent.** You expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to this Agreement, your loan and/or account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), or an automatic texting system to your electronic mail address. You agree

to promptly alert us whenever you stop using a particular telephone number or electronic mail address.

5. Mandatory Arbitration.

5.1. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account or Services; iii) your use of the Account or Services; iv) the amount of funds Account; v) advertisements, promotions or oral or written statements related to the Account or Services; vi) the benefits and services related to the Account or Services; or vii) transactions made using Account or Services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Shelby County, Tennessee.

5.1.1. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

5.1.2. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

5.1.3. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

5.1.4. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

5.1.5. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Agreement, or any amounts owed on your Loan, to any other person or entity; or iv) termination of the loan. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

5.1.6. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, SEND AN EMAIL TO HELP@SYNAPSEFI.COM TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

6. Miscellaneous.

6.1. **Confidentiality and Sharing Your Information.** We may disclose information to Platform and other third parties about your Account or the transactions you make:

6.1.1. Where it is necessary for completing transactions;

6.1.2. In order to verify the existence and condition of your Account for a third party;

6.1.3. In order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements;

6.1.4. If you consent by giving us your written permission;

6.1.5. To our employees, auditors, affiliates, service providers, or attorneys as we deem to be necessary; or

6.1.6. Otherwise as necessary to fulfill our obligations under this Agreement or as detailed in our Privacy Policy.

6.1.7. Our Privacy Policy is available at [<https://synapsefi.com/evolve-privacy>] and is considered part of this Agreement.

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

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

6.4. Choice of Law. This Agreement shall be governed by the laws of the State of Tennessee; except that rights and duties as between persons constituting the User with respect to property owned by them jointly shall be determined by the laws of the jurisdiction ordinarily applicable to such persons and property.

6.5. Customer Service. For customer service or additional information regarding your Digital Currency Custody Account, please contact us at:

6.5.1. Call us at +1 (415) 688-2943

6.5.2. Email us at help@synapsefi.com

6.6. Telephone Monitoring/Recording. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable.

6.7. Business Days. Our business days are Monday through Friday, excluding federal holidays.

7. Military Lending Act Covered Borrowers.

7.1. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

7.2. To obtain oral information regarding the Military Annual Percentage Rate and a description of the payment obligation, Covered Borrowers may call the following toll-free number +1 (415) 688-2943.

8. State Law Notices.

8.1. CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account. If Lender takes any adverse action as defined by § 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, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.

8.2. CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

8.3. KANSAS: NOTICE TO CONSUMER: 1. Do not sign this Consumer Loan Agreement before you read it. 2. You are entitled to a copy of this Consumer Loan Agreement. 3. You may prepay the unpaid balance at any time without penalty.

8.4. MARYLAND RESIDENTS ONLY: Lender elects to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with Lender's authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.

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

8.6. MISSOURI AND NEBRASKA RESIDENTS: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE LENDER AND ANY HOLDER OF THIS CONSUMER LOAN AGREEMENT 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.

8.7. NEW JERSEY RESIDENTS: The section headings of the Consumer Loan Agreement are a table of contents and not contract terms. Portions of this Consumer Loan Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Consumer Loan Agreement, actions or practices (i) by which Lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.

8.8. NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.

8.9. OHIO RESIDENTS ONLY: 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 the law.

8.10. WASHINGTON RESIDENTS ONLY: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

8.11. WISCONSIN RESIDENTS ONLY: For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.

9. Entire Agreement.

9.1. This Agreement represent the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your loan request and loan.