ARBITRATION CLAUSE

Please read this Clause carefully, it sets forth when and how Claims (as defined below) will be arbitrated instead of litigated in court. If you don't reject this Clause in accordance with the opt-out right described in Section 7 below, unless prohibited by law this Clause will have a substantial impact on the way in which you or we resolve any such Claim.

Background and Scope.

Question	Short Answer	Further Detail
1. What is this Clause about?	**This Clause governs when and how certain disputes will be subject to arbitration instead of a court decision.**	American First Finance, LLC ("**AFF**") helps its customers ("**Customers**") obtain goods and services from third parties ("**Providers**"). You have entered into a credit agreement ("**Credit Agreement**") – a purchase-money loan agreement ("**Loan Agreement**") with FinWise Bank ("**FinWise**"), which AFF helps arrange. This Clause governs when and how disputes between you, as a Customer or potential Customer, AFF, and/or FinWise will be subject to arbitration. In arbitration, a neutral third party (a "**Neutral**") resolves Claims in a hearing without a jury. You, related parties and we (collectively, the "**Parties**") waive the right to go to court if the other party demands arbitration. The Parties waive jury trials.
2. Is arbitration different from court and jury trials?	**Yes.**	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (discovery) is limited. Appeals are limited. Courts rarely overturn arbitration awards.
3. When does this Clause apply?	**Generally, this Clause applies from the time you begin applying for financial help from or through AFF.**	This Clause will apply if **ALL** of the following are true: • You enter into a Credit Agreement that involves AFF **OR** you start or complete an online or mobile application for any such Agreement. • Arbitration is not prohibited by law. • You do not properly opt out of arbitration on a timely basis.
4. When is arbitration prohibited by law?	**When a "Covered Borrower" enters into a Credit Agreement financing the sale of services.**	Arbitration is prohibited by law if: • You enter into a Credit Agreement. • When you do, you are a "Covered Borrower" (as defined by 32 C.F.R. § 232.3(g)). • The Credit Agreement finances the purchase of any services.
5. Who does the Clause cover?	**You, us and certain related parties of ours.**	This Clause governs you and us. Solely as used in this Clause, the words "**we**," "**us**," "**our**" and "**ours**" mean: (1) AFF and FinWise; (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, governors, managers, members and representatives of the companies referenced in items (1) and (2); and (4) any person or company (a "**related party**" of ours) that is named in a Claim you pursue at the same time you pursue a related Claim against any company or person referenced in items (1)-(3).
6. What Claims does the Clause cover?	**All Claims (except certain claims about this Clause).**	This Clause governs all "**Claims**" that would usually be decided in court and are between you and us. In this Clause, the word "**Claims**" has the broadest reasonable meaning and includes, but is not limited to, initial claims, counterclaims, cross-claims, and third-party claims. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations, common law rule and equity. "**Claims**" includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. It includes all claims even indirectly related to your Credit Agreement, the products obtained with your Credit Agreement, your application for a Credit Agreement or our relationship with you. It includes claims related to any prior applications, credit agreements and the related products. It includes claims related to marketing, advertising, solicitations, collection efforts, privacy and customer information. It includes claims related to the validity in general of the underlying Credit Agreement. **However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not the Neutral to decide.**

Notice Procedures. Opt Out and Pre-Suit Notice.

Question	Short Answer	Further Detail
7. Can you opt out of this Clause?	**Yes, within 30 days.**	If you do not want this Clause to apply, you must send us a signed notice within 30 calendar days after the date you enter into a Credit Agreement (or, if you do not enter into such an Agreement, within 30 calendar days you start or complete an application for such an Agreement). You must send the notice in writing (and not electronically) to American First Finance, LLC, Attn.: Legal Department, P.O. Box 565848, Dallas, Texas 75356 (or any subsequent address we provide to you) (the "**Notice Address**"). Provide your name and address, the date and the date you became subject to this Clause. State that you "opt out" of the Clause. If you want proof of the date you send such notice, you should send the opt out notice "certified mail, return receipt requested." AFF will reimburse you for postage upon request.
8. What must a party do before starting a lawsuit or arbitration?	**Send a written Claim Notice and work to resolve the Claim.**	Before starting a lawsuit or arbitration, the complaining Party (the "**Claimant**") must give the other Party (the "**Respondent**") written notice of the Claim (a "**Claim Notice**"). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the precise relief the Claimant is requesting. If you are the Claimant, you must send the Claim Notice in writing (and not electronically) to the Respondent, c/o American First Finance, LLC at the Notice Address, Attn.: Legal Department. You or an attorney must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. If we are the Claimant, we will send the Claim Notice to the most recent address we have on file for you. A collections letter or email from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the Respondent a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis and, upon request, participate in a live or online settlement conference with the Respondent. No settlement demand or offer may be used in any proceeding or as an admission of any liability or damages, except to support an award of fees and costs under Sections 24-26 and 29. The Group Arbitration provisions of this Clause do not override the requirements of this Section 8.

Arbitration Process. Arbitration Fees and Awards.

Question	Short Answer	Further Detail
9. Who administers the arbitration? What rules apply?	**Usually, the AAA administers arbitrations under its rules.**	Arbitrations will be conducted under this Clause. The arbitration administrator (if any) will be either: (1) the American Arbitration Association ("**AAA**"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; or (2) any other company picked by agreement of the Parties. The Parties may also agree in writing to proceed without an administrator in an arbitration conducted by a local attorney, a retired judge or another Neutral who is in good standing with an arbitration group. If none of the above options are available, a court with jurisdiction will pick the administrator (if any) and/or Neutral. **No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Neutral that would permit class or representative arbitration under this Clause.** The Neutral will be selected under the rules of the administrator (if any) or by a court if there is no administrator. However, the Neutral must be an attorney with at least ten years of experience or a retired judge unless you and we otherwise agree. We may waive any rights under this Clause, either on our own or at your request. Once a Neutral has been selected and retained, such Neutral will commence and conduct the arbitration in accordance with this Clause and the rules of the administrator (if any) and such additional procedures as the Neutral shall adopt. However, arbitration rules that conflict with this Clause do not apply.
10. Can Claims be brought in court?	**Sometimes.**	Either Party may bring a lawsuit if the other Party does not demand arbitration. Also, either you or we may require that any individual Claim within the jurisdiction of a small-claims court shall be resolved by such small-claims court, unless such action is transferred, removed or appealed to a different court.

Question	Short Answer	Further Detail
11. Are you giving up any rights?	**Yes.**	**For Claims subject to this Clause, you give up your right to:** **1. Have juries decide Claims.** **2. Have courts, other than small-claims courts, decide Claims.** **3. Serve as a private attorney general or in a representative capacity (provided that public injunction Claims may be litigated as provided in Section 15).** **4. Without our consent (and except for Group Arbitrations described below), join a Claim you have with a claim by other consumers.** **5. Bring or be a class member in a class action or class arbitration.** **Only individual arbitrations, group arbitrations described below ("Group Arbitrations") or small-claims courts, will solve disputes.** We also agree to these limits.
12. Can the Parties try to solve Claims first?	**Yes.**	We can try to resolve any Claim if you call us at 1-855-721-1188. If this doesn't solve the Claim, the Claimant must comply with Section 8 above before bringing a lawsuit or arbitration.
13. Can a small-claims court solve some disputes?	**Yes.**	Each party has the right to raise a Claim with a small-claims court, if the court has power to hear the Claim. If there is an appeal of the small-claims court decision, or if a Claim changes so that the small-claims court loses power to hear it, then the dispute will only be heard by a Neutral in arbitration (or in a lawsuit if the Respondent does not require arbitration).
14. Can you or another consumer start class arbitration?	**No.**	**The Neutral is <u>not</u> allowed to handle any Claim on a class or representative basis.** This Clause will be void if a court rules that the Neutral can decide a Claim on a class or representative basis and the court's ruling is not reversed on appeal.
15. What happens if part of this Clause cannot be enforced?	**It depends.**	If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that: (1) If a court rules that the Neutral can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this paragraph (1) of Section 15 will apply, and the remainder of this Clause will be void; and (2) If you bring a Claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the Neutral from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case, the Parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. **In no event will a Claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.**
16. In sum, what options do you have in order to assert Claims against us?	**Subject to limited exceptions, most Claims are subject to arbitration.**	All Claims subject to this Clause must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues, as described below; (3) a lawsuit if (and only if) the defendant does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided in Section 15.
17. What law applies?	**The Federal Arbitration Act ("FAA").**	Your Credit Agreement and this Clause involve interstate commerce. Thus, the FAA governs this Clause. The law governing your Credit Agreement, as applicable, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Clause under Section 2 of the FAA. The Neutral is bound by the terms of this Clause and must apply substantive law consistent with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

Question	Short Answer	Further Detail
18. Will anything I do make this Clause ineffective?	**No.**	This Clause stays in force even if you: (1) cancel your Credit agreement; (2) default, renew, prepay or pay your obligations in full; or (3) go into or through bankruptcy. **In the event of any conflict or inconsistency between this Clause and the administrator's rules or your Credit Agreement, this Clause will govern.**
19. How does arbitration start?	**Per the administrator's rules (or, sometimes, the procedures established by a Neutral acting without an arbitration administrator).**	If the parties do not reach an agreement to resolve a Claim within the 30-day period described in Section 8, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Clause. **No Neutral or administrator shall allow any arbitration to start before the Claimant complies with Section 8.** To start arbitration, the Claimant must follow the administrator's rules or, if there is no administrator, the procedures established by the Neutral agreed-upon by the Parties or appointed by a court. If a Claimant begins or threatens a lawsuit, the Respondent can demand arbitration. This demand can be made in court papers. It can be made if a Claimant begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought, and any existing lawsuit must stop. To avoid piecemeal proceedings, to the extent possible the Claimant must assert all Claims of which the Claimant is aware in a single lawsuit or arbitration. If multiple proceedings are brought by a single Claimant against a Respondent, the administrator or Neutral must consolidate all of the Claimant's claims into a single arbitration. Any Party may appear in the arbitration themselves (we may appear through an employee) or through a licensed attorney, but no Party may be represented by a third-party non-attorney.
20. Does the Arbitration Provision apply to subsequent Claims and/or parties added to a proceeding?	**Yes.**	Even if all Parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Clause. For example, if we file a lawsuit against you in court to recover amounts due under your Credit Agreement, you have the right to request arbitration, but if you do not elect to request arbitration, we reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) you later assert against us in that or any related or unrelated lawsuit. This Clause will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Clause.
21. Should the Neutral Limit Costs and Burdens on the Parties?	**Yes.**	To the extent possible, the Neutral should try to limit costs and burdens on the Parties. The Neutral should also coordinate procedural matters in arbitrations ("**Mass Arbitrations**") where 25 or more Claimants represented by the same counsel (or counsel working together) give or are required to give Claim Notices involving common issues of law or fact ("**Common Issues**"). Thus, where possible, the Neutral should: (1) conduct document-only arbitrations, without oral argument or an in-person hearing; (2) allow the Parties to introduce any needed testimony through excerpts from recorded depositions of Party witnesses; (3) allow the Parties in a Mass Arbitration to introduce prior recorded live testimony from other proceedings in such Mass Arbitration; (4) limit the Claimants in a Mass Arbitration from obtaining new and duplicative discovery from us by, among other things, allowing prior discovery obtained from us in a Mass Arbitration to be used by all of the Claimants in the Mass Arbitration; (5) conduct any necessary hearing virtually or by conference call; (6) hold any in-person hearing at a place reasonably convenient to you; and (7) honor the Group Arbitration provisions of this Clause.
22. What about appeals?	**Very limited.**	Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than $50,000 (including Claims involving requests for injunctive relief that could cost more than $50,000); and (3) Claims involving Common Issues resolved in a Group Arbitration, the Neutral's award will be final and binding. For Claims involving more than $50,000 and Claims involving Common Issues resolved in a Group Arbitration, any Party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-Neutral panel selected in accordance with this Clause, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's award.
23. Do arbitration awards affect other disputes?	**No.**	You and we agree that no arbitration award or determination involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.

Question	Short Answer	Further Detail
24. Who bears arbitration fees?	**Usually, we do.**	Except for Group Arbitrations, we will pay all filing, administrative, hearing and Neutral fees you must normally pay if you act in good faith, cannot get a waiver of such fees after making a good faith effort to apply for a fee waiver and ask us to pay. But, unless required by law or the administrator's rules, or unless required to enforce this Clause, we are not obligated to cover any such fees you incur after we make a written offer to resolve a Claim for at least the amount the Neutral later awards you.
25. When will we cover your legal fees and costs?	**Sometimes, if you win.**	If you win an arbitration you initiate, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required under applicable law or the administrator's rules or if payment is required to enforce this Clause. But, unless required by law or the administrator's rules, or unless required to enforce this Clause, we are not obligated to cover any such fees and costs you incur after we make a written offer to resolve a Claim for at least the amount the Neutral later awards you.
26. Will you ever owe us for arbitration or attorneys' fees?	**Generally, only for bad faith or breaches of this Clause, or in connection with a Group Arbitration.**	The Neutral can require you to pay some or all of our fees if: (1) the Neutral finds that any Claim is frivolous, or you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal fees resulting from a bad faith breach of this Clause if a court or arbitrator determines that assessing such fees to you is warranted under the circumstances and the power to assess such fees does not make this Clause invalid.
27. Can an award be explained?	**Yes.**	A Party may request details from the Neutral, within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.

Group Arbitrations.

Question	Short Answer	Further Detail
28. Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?	**Sometimes.**	It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Clause are designed to address this problem. The Group Arbitration provisions govern in the event of any conflict with the other provisions of this Clause but do not override the requirements of Section 8. Any group of 25-250 Claimants in a Mass Arbitration may form a "**Qualifying Group**" to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 25-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a "**Group Arbitration Notice**"). All rights and duties of a Qualifying Group under this Clause will be exercised or performed by a majority of the members of the Qualifying Group (a "**Group Majority**") or a Qualifying Group representative appointed by a Group Majority (a "**Group Agent**"). In the event a new Claimant asserts a Claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group. Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Neutral must be appointed for each Group Arbitration of the same Common Issues, and no single Neutral may hear more than one Group Arbitration of the same Common Issues. The Parties will coordinate to form the smallest number of Qualifying Groups, with as close to the same number of Claimants in each such Qualifying Group. Claims on a class basis or Claims for public injunctions may not be heard or decided in Group Arbitrations.

Question	Short Answer	Further Detail
		Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Clause. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Neutral charges. After receiving final fee and charge information from the AAA (or if the AAA does not provide the requested fee and charge information within thirty (30) days), either we or the Qualifying Group may elect for the Group Arbitration to be conducted without assistance of the AAA, in accordance with the provisions set forth in Section 31.
29. Who bears arbitration costs in Group Arbitrations?	**The arbitration administrator will decide, subject to limits on your costs.**	In a Group Arbitration, fees and charges of the Neutral and fees and charges of the arbitration administrator (if any) will be shared by us and the Qualified Group as determined by the arbitration administrator or the Neutral conducting the Group Arbitration (giving due regard to any compromise offers made before or during the Group Arbitration, the ultimate award and any post-offer fees and charges), provided that the Qualified Group will never bear more than 50% of such fees and charges in the aggregate or fees and charges that would render this Clause unenforceable or inconsistent with applicable law, and provided, further, that the Neutral may in the Neutral's discretion direct us to bear any proportion of such fees and charges (up to 100%).
30. What happens if you are a Claimant in a Qualifying Group but have a Claim that cannot be resolved in a Group Arbitration?	**The Claim can be resolved in a lawsuit or an arbitration under this Clause.**	After a Group Arbitration, any Claim that cannot be resolved in the Group Arbitration will be subject to this Clause. Before initiating a lawsuit or arbitration with respect to such Claim, the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim, as described in Section 8.
31. What happens if a party wishes a Group Arbitration to be conducted without an administrator?	**Special rules will apply.**	If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without the AAA, we and the Qualifying Group shall try to agree upon a Neutral to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon a Neutral within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of a Neutral. The court shall give due regard to the qualifications of the Neutral and the fees charged by the Neutral. Neutral fees exceeding the Neutral fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Neutral must be an attorney with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree. Once a Neutral has been selected and retained, such Neutral will commence and conduct the Group Arbitration in accordance with this Clause and such additional procedures as the Neutral shall adopt, giving due regard to the rules of the leading nationwide arbitration administrators that would apply in an arbitration administered by them.
32. Is the arbitration confidential?	**Yes.**	You and we agree to keep confidential all aspects of the arbitration, any confidential information produced in the arbitration and any arbitration award or decision. But, either party may disclose such information to the extent needed to pursue the arbitration, to appeal or confirm any award or to get professional services. At either party's request, the Neutral shall enter an order protecting confidential information.
33. Can we amend this Clause without your consent?	**Yes, but only in your favor.**	We may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties. Any other change to this Clause needs your written consent.