

YOUR RIGHTS ARE IMPACTED BY THESE TERMS AND CONDITIONS. PLEASE READ CAREFULLY BEFORE USING THIS SERVICE:

By clicking “I Agree” or signing the hard copy of this form, you represent that you are of the legal age of majority in the state of Georgia and that you have read and agree to be bound by the terms and conditions set forth in this Agreement. If you do not accept the terms and conditions as described herein, do not use the services and/or products contemplated by this agreement.

This contract for the continuing use of services and/or products (the “Terms and Conditions”) is made effective on this day the ____ of the month _____ in the year 20__.

These Terms and Conditions represent and constitute the binding legal agreement by and between:

the Customer/User/Applicant: _____, an individual residing in the state of _____, (hereinafter referred to as “the Customer”)

AND

The affiliated corporations known collectively as A+ which includes without limitation A+ Financial Services, Inc.; A+ Auto Insurance, Inc. (dba A+ Business Solutions and/or A+ Insurance); A+ Loans, Inc.; A+ Immigration, Inc.; and A+ Bookkeepers, Inc. all of which are Corporations organized and existing under the laws of the state of Georgia which may be contacted at P.O. Box 492769 Lawrenceville, GA 30043.

These Terms and Conditions are inclusive of all services and products offered by A+. While some services and/or products are detailed more fully, these Terms and Conditions are applicable to all A+ Services and Products. A copy of these Terms and Conditions is available on the A+ website at www.mybudgetcenter.com.

Customer understands that by agreeing to these Terms and Conditions, Customer is agreeing to be bound by these Terms and Conditions as contained herein. Except as detailed herein, these Terms and Conditions do not create third party beneficiary rights for any parties.

- 1. SIGNATURES.** Documents, including without limitation, Terms and Conditions, contracts, negotiable instruments, receipts, and/or agreements, may be executed in multiple counterparts by Customer and/or A+ representatives or agents. All counterparts so executed shall constitute one document, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original, all of which shall constitute one document. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal and binding effect as original signatures.
- 2. TERMS SPECIFIC TO PARTICULAR SERVICE.** All other terms and conditions as detailed in Sections 1, and 3-15 are applicable to all services and products offered by A+, and nothing to , the contrary shall be interpreted by the inclusion of additional Terms and Conditions to the specific products and services discussed in this Section 5.
 - a. LOANS.** PLEASE READ THIS SECTION CAREFULLY TO FULLY UNDERSTAND THE A+ LOAN PRODUCT. A+ Loans, Inc. and A+ Financial Services,

Inc. are regulated by the Georgia Department of Insurance - Industrial Loan Division. A+ will underwrite customer loans in compliance with the Equal Credit Opportunity Act (EOCA) - and will adhere to the Fair Credit Reporting Act (FCRA) in all determinations and actions. In addition, if customer chooses the optional Electronic Funds Transfer (EFT) repayment option for customer installments, then A+ will also adhere to the Electronic Funds Transfer Act (EFTA). Electing to have EFT repayments WAS NOT a condition of customer approval or denial of credit. A Graham-Leach Bliley Act (GLBA) privacy notice will be available to customer during customer request for credit. The privacy notice, as well as this agreement, will detail the methods customer may use for opt out procedures of any future solicitations. The same notice will detail that we pay third parties for lead generation up to our current rate, we may disclose customer information to affiliated companies to meet customer requests, and maintain security procedures to safeguard any non-public information that customer disclose. All of these items will be available to customer upon request and A+ agents or representatives will discuss any questions customer may have concerning these forms and actions.

- i. **Signatures.** A+ Loans and A+ Financial Services request signature(s) for disclosures concerning the GLBA, the optional EFT repayment, draft check payment, right to offset previous debt, and procedures for collection of payments including any NSF or Electronic Declination charges customer may incur up to \$35.00 per declination for any reason.
- ii. **Customer Information Use and A+ Communications** In order for “A+” to process customer application for our financial products and services, A+ requires the following information from Customer, which customer hereby agrees to furnish for the purpose of obtaining the products and services to be offered and (if customer application is accepted) furnished by A+ to customer. Based upon customer request and inquiry, A+ has agreed to provide information to customer about its financial products and services. So that A+ can provide to customer with updated information about its products and services, as changes occur in the future, customer hereby consents to customer receipt of periodic marketing information and customer service information from A+, whether communicated by means of customer residential telephone, cellular telephone, email, facsimile, or a text message. THE CELL PHONE AND EMAIL CUSTOMER PLACE ON CUSTOMER APPLICATION WILL BE USED TO COMMUNICATE TO - SOLICIT, TO SERVICE, AND TO COLLECT. YOU MAY OPT OUT AT ANY TIME An additional charge may be assessed to customer account for such texts, emails, or calls by customer communication vendors directly for such actions. Customer understand that customer may revoke consent to receive solicitation information at any time by providing written notice thereof to A+ at the following address: Attn: Compliance Officer, A+ Financial Services, Inc., P.O. Box 492769, Lawrenceville, GA 30049. PLEASE DO NOT CONTINUE OR SIGN ACKNOWLEDGEMENT OF THESE TERMS AND CONDITIONS OR ORAL CREDIT REQUESTS IF CUSTOMER HAS ANY QUESTIONS! PLEASE ASK ANY QUESTIONS OR CALL OUR OFFICES IMMEDIATELY AT 678.720.9006 TO DISCUSS.
- iii. **Loan Proceeds to Purchase Optional Items.** If a loan is approved for customer, customer may elect to use a portion of the loan

proceeds to purchase optional items. The items for which customer request payment via disbursement from customer loan are not a part of the loan charges, fees, or interest. Note that if customer loan application is approved customer may receive customer entire loan proceeds WITHOUT the purchase of any optional items. In other words, the purchase by customer of any such optional item is not a pre-condition to the approval or the execution of customer loan. Any purchase by customer of such optional items may require that customer complete additional applications, forms, and/or disclosures for such purchases. Purchase of optional items will be deducted from the loan proceeds and disbursed on customer behalf. Different re-payment schedules may be offered if optional items are purchased and/or if optional EFT/ACH recurring payments are authorized which may suit customer needs better. A loan may be approved even though the GILA Licensed Lender chooses to waive the purchase of Vendor Single Interest, Decreasing or Level Term Life Insurance, Accident & Health Insurance coverage, or any additional charges and/or recording fees. However, the GILA Licenses Lender may REQUIRE that customer purchase one or more of the preceding insurance policies as a pre-condition of customer obtaining such loan, though customer may be required to purchase one or more of such insurance policies. CUSTOMER ARE NOT REQUIRED to purchase them from the GILA Licensed Lender. Customer may purchase required insurance from any other source. However, customer must list lender as loss payee and provide proof of such purchase to lender prior to the execution of the loan.

3. **CONTACT.** A+ will need to collect Customer contact information for the purposes of servicing Customer's account. Customer may be contacted at :
- a. **ADDRESS.** _____
 - b. **HOME PHONE.** (___) ___ - ____
 - c. **CELL PHONE.** (___) ___ - ____
 - d. **EMAIL.** _____@_____.

From time to time, Customer may also be approached through these contacts for the purposes of offering additional A+ services to Customer. Customer may opt out of these communications at any time via the processes described herein or on the message itself. Please note that Customer may not opt out of account service communications.

4. **PAYMENTS.** Payments rendered by Customer via credit or debit card shall incur an additional convenience fee equal to the greater of \$5.00 or 3% of the transaction. Such fee is intended to defray the cost of the third-party processor and afford A+ the ability to offer the convenience of accepting such payments. This additional fee may be avoided by rendering payments in certified funds, verified check, or cash payments. Type of payment is chosen by the Customer, who may change the type of payment on request provided that such request is made timely and accompanied by the proper paperwork and account information as required by A+, if any. Note, however, that notwithstanding anything to the contrary in these Terms and Conditions, Customer's request shall not be considered timely if made less than 72 hours before the due date of the scheduled payment or after the scheduled payment has occurred. An untimely request is not valid grounds to reverse, refuse, or otherwise negate such payment (a "Refused Payment"), and additional fees may be applied for late, rejected, and/or NSF transactions caused by a Refused Payment on these grounds.

- a. **WATERFALL.** Funds from payments will be applied first in payment of interest owed, then in payment of costs and fees owed, and then to the principal balance.
- b. **LATE PAYMENTS.** Payments which are made late may be subject to a late fee.
- c. **REFUSED OR DECLINED PAYMENTS.** Payments which are declined, rejected, reversed, or returned for any reason will be subject to a declination fee in accordance with law.
- d. **BANK FEES.** Items or payments which are declined, rejected, reversed, or returned for any reason will be subject to the bank fees incurred by A+.

5. COLLECTIONS.

- a. **OFFSET.** Customer agrees and hereby authorizes A+ to collect and remit any balances owed by Customer against Customer credit balances and assets in the possession of or maintained by A+ inclusive of all of its affiliates. Further, Customer agrees and authorizes A+ to contact persons having dealings with Customer and to obtain any needed credit reports in connection with products or services requested by customer which may aid in the collection of any present or future outstanding balances owed by Customer to A+ inclusive of all of its affiliates. Amounts collected, funds from assets in the possession of A+ for the purposes of utilizing services and products of A+ together with all of its affiliates, and/or funds from assets maintained by A+ will first be distributed to the A+ entity holding a negative balance showing on its books. Funds will be applied first in payment of interest owed, then in payment of costs and fees owed, and then to the principal balance. Collections will continue until the full amount of the debt owed is paid unless A+ otherwise agrees in writing to accept less than the full value of the debt.

If any balance remains on Customer's account and Customer presents another transaction or instrument of cash value including without limitation EFT, ACH, check, money order, draft, cash, etc., Customer agrees and authorizes A+ to deduct Customer's negative balance inclusive of the negative balance of any affiliate from such transaction. By agreeing to this contract Customer hereby agrees, authorizes, and directs A+ to deduct such previous unpaid balances from any future transactions. Funds from these collections will be applied first in payment of interest owed, then in payment of costs and fees owed, and then to the principal balance.

- b. **ELECTRONIC CHECK AGREEMENT.** Customer authorizes A+, at its' sole discretion, to create and present payment draft(s) instead of using electronic ACH payments or Electronic Debit Card to process contract payments or pre-authorized electronic payments for the purposes of collecting any outstanding delinquent balances due to A+ by creating and presenting these draft payment(s) using Customer's account and routing number in A+'s possession. A draft is an over the phone check. It is a draft because it is not actually signed, but the information provided will be bade into a check form of payment. Such draft(s) may be done in one or multiple payments, and the amounts presented for drafts shall never exceed the balance due. Revocation of this payment authorization must be done by mail to the address listed above to the attention of the Collection Department/Compliance officer. Processing may take up to 72 hours, once notice has been received.
- c. **DECLINATION AND RETURN FEE AGREEMENT.** Customer agrees and authorizes any payments, collections, or other instruments presented or authorized by Customer which result in a rejection, declination, reversal, or other dishonor, (including without limitation, NSF) may be presented up to two more times, at the election of A+. In

the event of such rejection, declination, reversal, or other dishonor as described herein and for each occurrence, A+ may charge and collect a non-sufficient funds processing charge or Declination fee from the Customer in an amount not to exceed the maximum allowed by law.

6. **PRIVACY.** The Privacy Policy referred to herein details the privacy policy of A+ updated as of Oct. 1, 2018 with respect to the Customer's non-public, personal information collected by A+ in connection with the use of products and services offered by A+. A+ is committed to protecting the Customer's privacy and the security of Customer's non-public, personal information. Precautions are taken to use such information responsibly to meet the following goals: providing Customer with the financial products and services that Customer has requested which may require limited 3rd Party Disclosure; offering customer information about other financial products and services provided by A+; Complying with federal, state, local, and other regulatory bodies with authority over A+'s products and services; Allowing customer to conduct business with A+ with confidence and convenience; and to aid in administering Customer's account with A+. In no event is Customer's account or nonpublic personal information to anyone outside of A+ for the purpose of independent telemarketing or direct mail marketing of any nonfinancial products or services. Physical, electronic, and procedural safeguards are maintained to guard against the unauthorized disclosure of this information.

- a. **TYPES OF INFORMATION.** A+ collects information relevant and necessary to performing due diligence necessary for the provision of products and services by A+. Such due diligence may include without limitation compliance with regulatory authorities and A+ professional assessment of risk. Types of information may include, without limitation, information about Customer's financial status, employment, income, identification information, date of birth, address, tax identification number, phone numbers, email address, bank account information, credit reports, and information on related persons.
- b. **COLLECTION OF INFORMATION.** Though Customer's requests for products and services with A+, A+ will collect certain pieces of non-public, personal information about Customer from a variety of sources, including without limitation, in house information subscription services, provision by Customer, customer's use of A+ services (including without limitation check cashing operations, money orders, money transfers, title loans, insurance services, tax preparation, small loans, tax preparation bank documents, bill payments, bookkeeping, other similar transactions with A+. A+ will also utilize external resources to collect non-public, personal information of customer including without limitation, consumer credit reporting agencies, Customer's bank or credit union, and information compiling services.
- c. **STORING OF INFORMATION.** All information is stored in a private, encrypted, protected system for which access is restricted and monitored. When destroyed, hard copies of records are shredded or destroyed in a similarly complete and destructive process. Please note that laws and regulations may require A+ to keep records of information provided
- d. **USE OF INFORMATION.**
 - i. **A+.** A+ restricts access to nonpublic personal information to employees who need to know the information to provide those products or services customer has requested, and in maintaining these accounts. All A+ employees are trained on the importance of customer privacy and confidentiality and the legal ramifications

therein. EMPLOYEES HAVE BEEN INSTRUCTED TO MAINTAIN THE CONFIDENTIALITY OF CUSTOMER'S NONPUBLIC PERSONAL INFORMATION. Physical, electronic, and procedural safeguards are strictly enforced and maintained that comply with applicable federal standards to protect the privacy of your nonpublic personal information.

- ii. **THIRD PARTY PROVIDERS.** In the provision of many of A+'s products and services, A+ works with non-affiliated, third parties. When Customer has requested such product or service, A+ will provide Customer's non-public personal information to its third party vendors and providers. These products and services which work with third parties includes without limitation:
 - 1. A+ services with Wells Fargo Bank which may include nonpublic private information of Customer in connection with due diligence and regulatory reports;
 - 2. A+ Debit Card with GreenDot and Republic Bank which may include nonpublic private information of Customer in connection with due diligence and regulatory reports;
 - 3. MoneyGram Money Transfer and Money Orders which which may include nonpublic private information of Customer in connection with due diligence and regulatory reports;
 - 4. Insurance Carriers, Motorist Protection Plans, Business Service Plans, Home Protection Plans, AccuAuto rating services, requests to the DMV which may include nonpublic private information of Customer, vehicle information, driving records in connection with rating and underwriting;
 - 5. Bill payments with Global Express, IPP, Check Free, MoneyGram, GreenDot, and other utility and billers which may include nonpublic private information of Customer in connection with due diligence and regulatory reports;
- iii. **COMPLIANCE WITH LAW.** Federal, state, and municipal laws and regulatory agencies may require A+ to share customer nonpublic personal information. e.g. - customers involved in legal matters with another party, A+ may be ordered to provide your nonpublic personal information to a court, attorney, or other party by subpoena, or audit by a regulatory body. In these circumstances, only that portion of your nonpublic personal information requested by law, subpoena, court order, or law/regulatory enforcement officers under formal request will be provided. A+ makes every effort to strictly comply with the regulations and requests set forth by governmental agencies and actors. Any information required by regulation or requested for further review or by mandate will be provided to these governmental agencies and actors.
- iv. **OTHER.** A+ has arrangements with companies, which provide products and services essential for the delivery of its services to its customers. A+ works with data processing, computer programming, and computer software firms to ensure that our computer systems function properly. These firms perform their services at the direction of A+ and, as permitted by law, customer nonpublic personal information is shared with these companies, as necessary, to permit them to perform these required services. A+ engages a third party to assist in conducting federally mandated comparisons of prospective customers with the U.S. government's lists of terrorists and other Specially Designated Nationals. These

companies are required to safeguard customer nonpublic personal information and use it only for authorized purposes.

- v. **CREDIT AGENCIES.** It is standard industry practice and within federal and state laws to provide customer nonpublic personal information, including repayment transactions and defaults, to consumer credit reporting agencies and other creditors.

- e. **CONSENT AND AUTHORIZATION FOR USE OF INFORMATION.**

Customer hereby authorizes A+ to obtain, verify and confirm any information about customer or customer's credit history and employment history from credit reporting agencies, customer's creditors, landlord, and other businesses or individuals, and from customer's current and former employers. Customer hereby consents to such persons' or entities' providing such information directly to A+ and Customer hereby authorizes A+ to furnish such information, as well as customer's repayment history with A+ to those businesses with whom A+ believes that customer has a credit account or are opening a credit account. Customer understands and agrees that A+ may assign your contract, entered into by customer, as a result of this application.

- f. **ELECTION FOR LIMITED OPTION OUT OF INFORMATION SHARING.**

Federal law gives customers the right to limit how A+ shares your nonpublic personal information for **MARKETING PURPOSES**. By opting out, customer is instructing A+ not to share their nonpublic personal information with affiliates and nonaffiliated third party business partners for marketing purposes. Please note that by opting out of receiving future marketing information, customer **MAY NOT** opt-out of receiving notices from A+ regarding payment information and service to customer's existing account. Further, note that any such service notice from A+ may include a listing of all services that A+ provide and affiliates within the A+ family of companies. And so long as customer remains a customer of A+, there will be continued use of nonaffiliated third parties, such as banks and tax software companies, in order to provide to customer the financial products and services that customer may request in accordance with the procedures and for the purposes described in our Privacy Policy. In deciding to opt out, A+ offers three convenient ways to do so. **CUSTOMER may contact A+ by: (1) telephone at 678-720-9006 x 213; (2) U.S. Mail at A+ Financial Services, Inc. P.O. Box 492769 Lawrenceville GA 30049 Attention: Compliance Officer. Please list your full name, cell phone number, home phone number, mailing address, date of birth, and the last 4 digits of your social security number when writing; (3) visiting us at www.mybudgetcenter.com/new/optout.** A+ will honor customer's opt- out choice until instructed otherwise or if customer signs an updated service agreement that allows marketing.

- 7. **COMPLIANCE WITH LAW.** Customer shall not use the services and products of A+ for any purpose prohibited under the laws of the United States or the state of Georgia. Customer shall comply with all laws and regulations of the United States to ensure that any and all transactions and applications for the services and products of any A+ entity adhere to the governing laws.

- 8. **LIMITATION OF LIABILITY.** Notwithstanding any damages that you might incur, the entire liability of A+, Inc. under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by customer for the service or

product. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A+ BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION COSTS OR DAMAGES FOR ATTORNEY'S FEES, LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE COMPUTER/SOFTWARE SERVICE, EVEN IF A+ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. REPRESENTATIONS AND WARRANTIES.

- a. Customer warrants and represents that the information provided to A+ by Customer in connection with any A+ service is complete and correct to the best of Customer's knowledge, information, and belief. Customer warrants and represents that no material debts have been withheld or omitted in any application for credit, funding, or financing. Customer warrants and represents that neither he or she or any entity for which he or she has a beneficial ownership and conducts or seeks to conduct business with A+ intends on filing for bankruptcy. Customer warrants and represents that if he or she or any entity for which he or she has a beneficial ownership and conducts or seeks to conduct business with A+ subsequently decides to file for bankruptcy, A+ will be notified on the creditor's matrix.
- b. A+ expressly disclaims to the extent permitted by applicable law, all warranties, representations, and guarantees, whether express or implied, with respect to the use of products and services rendered.

10. INDEMNITY. Customer agrees to indemnify and hold A+, Inc. and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this Agreement, your violation of any laws, regulations or third party rights or your negligent act, omission or willful misconduct.

11. EFFECTIVE DATE. These Terms and Conditions are effective as of the date listed above. If no such date is listed, these Terms and Conditions are effective as of the earlier of the date the Customer first signed these Terms and Conditions via the website www.mybudgetcenter.com, submitted an application for A+ services and products, or received services and products according to the electronic records of A+.

12. APPLICABLE LAWS. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Georgia without giving effect to its choice of laws principles. Parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement of any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in the County of Gwinnett, Georgia, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

13. MODIFICATION AND AMENDMENT. These Terms and Conditions represent the most recent Terms and Conditions of the services and products for A+. These Terms and Conditions are

subject to change, and the version appearing on the website as detailed above shall be the current Terms and Conditions in operation.

14. WAIVER. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal, or unenforceable parts had not been included in this Agreement.

16. ELECTRONIC SIGNATURES. These Terms and Conditions may be executed electronically. Documents executed, scanned, and/or transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of these Terms and Conditions and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

BY AFFIXING MY SIGNATURE BELOW OR CLICKING I AGREE, CUSTOMER DOES HEREBY ACCEPT THE A+ TERMS AND CONDITIONS.

SIGNATURE

PRINTED NAME

DATE