

**Elastic Credit Agreement and Terms and Conditions
Effective June 13, 2016**

This Elastic Credit Agreement and Terms and Conditions (this "Agreement") governs your Elastic Account. In this Agreement, "you" and "your" refer to those persons who have applied for and been approved for an Elastic Account. "Bank", "we", "us", and "our" refer to Republic Bank & Trust Company, member FDIC, and any subsequent assignee of this Agreement. **This Agreement contains an arbitration provision. Unless you act promptly to reject the arbitration provision, it will have a substantial effect on your rights in the event of a dispute.**

You should review this Agreement to fully understand how your Elastic Account works. If you have questions, you may contact Customer Support at (888) 225-0080. You should retain a copy of this Agreement for your records.

HIGH COST CREDIT DISCLOSURE: ELASTIC IS AN EXPENSIVE FORM OF CREDIT. ELASTIC CREDIT IS DESIGNED TO HELP CUSTOMERS MEET THEIR SHORT-TERM BORROWING NEEDS. THIS SERVICE IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER-TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS.

Truth-in-Lending Disclosures

Interest Rate and Interest Charges			
Minimum Charge	If your "Principal Balance on Which Minimum Charge is Calculated" appearing on your periodic statement at the end of the Billing Cycle is	Bi-weekly, or Semi-monthly Payment Due Dates	Monthly Payment Due Dates
		...your Minimum Charge will be:	...your Minimum Charge will be:
	\$0.01 - \$250.00	\$5.00	\$10.00
	\$250.01 - \$500.00	\$15.00	\$30.00
	\$500.01 - \$750.00	\$25.00	\$50.00
	\$750.01 - \$1,000.00	\$35.00	\$70.00
	\$1,000.01 - \$1,250.00	\$45.00	\$90.00
	\$1,250.01 - \$1,500.00	\$55.00	\$110.00
	\$1,500.01 - \$1,750.00	\$65.00	\$130.00
	\$1,750.01 - \$2,000.00	\$75.00	\$150.00
	\$2,000.01 - \$2,250.00	\$85.00	\$170.00
	\$2,250.01 - \$2,500.00	\$95.00	\$190.00
	\$2,500.01 - \$2,750.00	\$105.00	\$210.00
	\$2,750.01 - \$3,000.00	\$115.00	\$230.00
	\$3,000.01 - \$3,250.00	\$125.00	\$250.00

	\$3,250.01 - \$3,500.00	\$135.00	\$270.00
--	-------------------------	----------	----------

Fees	
Transaction Fee	
<ul style="list-style-type: none"> Cash Advance Fee 	5% of the amount of each Cash Advance

How We Will Calculate Your Balance: Your Principal Balance on Which Minimum Charge is Calculated for a Billing Cycle is determined by taking the outstanding Principal Balance you owed at the end of the previous Billing Cycle and subtracting any principal payments received during the present Billing Cycle. See Section VI of this Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

Other Information

Consumer Loan: Elastic is an individual consumer loan product for personal, family or household use.

Grace Period: Your due date is at least 14 days after your initial Cash Advance and will coincide with your next regular payment of wages or other income. We will not charge you a Minimum Charge on a new Cash Advance if you pay your entire Balance by the first due date. Otherwise, there is no grace period within which you will not be charged a Minimum Charge.

I. Definitions

"*Application*" means the credit application you submitted to us in connection with your Elastic Account, as amended from time to time.

"*AutoPay*" means a preauthorized automatic payment to us from your Bank Account to our Payment Account, if applicable.

"*Balance*" means the total amount outstanding on your Elastic Account.

"*Bank Account*" means the checking account you have selected for receipt of Cash Advances from your Elastic Account and the checking account you use to make automatic payments to us, if you elect to receive direct deposit.

"*Billing Cycle*" means the interval between the days or dates of Periodic Statements. The interval may be Bi-weekly, Semi-monthly, or Monthly.

"*Bi-weekly*" means once every two weeks.

"*Business Day*" means any day the Bank is open for business, not including weekends or Bank holidays.

"*Cash Advance*" is the amount of money requested against your Elastic Account.

“*Cash Advance Fee*” means the non-refundable fee charged for each Cash Advance on your Elastic Account.

“*Credit Limit*” means the maximum amount you can borrow under your Elastic Account.

“*Elastic Account*” is defined as the account you establish under the full terms and conditions of this Elastic Credit Agreement.

“*Elastic Cash*” means the amount you request as a Cash Advance minus the Cash Advance Fee. This is the amount you receive and it appears on your Periodic Statement as “Funding”.

“*Finance Charge*” includes any Cash Advance Fee and any Minimum Charge that may be charged hereunder.

“*Minimum Charge*” means the amount that will be assessed, calculated based on the Principal Balance on Which Minimum Charge is Calculated appearing on the your periodic statement for each Billing Cycle. The Minimum Charge is assessed in each Billing Cycle that you have an amount displayed in the Principal Balance on Which Minimum Charge is Calculated section on your periodic statement.

“*Minimum Payment Amount*” means the minimum payment you agree to make each Billing Cycle, consisting of the Minimum Principal Payment Amount plus any Finance Charges.

“*Minimum Principal Payment Amount*” means that portion of the Minimum Payment Amount that you will pay each Billing Cycle that is applied to your outstanding Principal Balance.

“*Monthly*” means once a month.

“*Pay Date*” means the date that you identify in your Application as the date on which you receive income.

“*Pay Frequency*” means the frequency with which you receive income as identified in your Application. The Pay Frequency may be Weekly, Bi-weekly, Semi-monthly or Monthly.

“*Payment Account*” means the Bank Account we maintain for the purpose of receiving your AutoPay payments.

“*Payment Due Date*” means the date identified on your Periodic Statement on which your payment is due.

“*Periodic Statement*” means the written statement issued for each Billing Cycle that describes, among other things, Cash Advances, Finance Charges, payments made, other credits, balances that are past due, your previous balance, your new balance and your Payment Due Date.

“*Principal Balance*” means the total of all outstanding Cash Advances.

"Principal Balance on Which Minimum Charge is Calculated" means the Balance on which the Minimum Charge is assessed for each Billing Cycle. It is determined by taking the outstanding Principal Balance you owed at the end of the previous Billing Cycle and subtracting any principal payments received during the present Billing Cycle.

"Semi-monthly" means twice a month.

"Weekly" means once a week.

II. Eligibility for Elastic Account

You may be eligible for an Elastic Account if you meet certain eligibility criteria established by us, which may change from time to time at our sole discretion. As of the date of this Agreement, the eligibility criteria are as follows:

- You have a regular source of income or benefits;
- You are at least 18 years old (or at least 19 years old if you are a resident of Alabama or Nebraska);
- You agree to make payments on your Elastic Account by preauthorized transfers from your Bank Account or you agree to make payments by mail, as described below;
- You meet our credit underwriting standards; and
- You are not in default of this Agreement.

III. Establishing your Elastic Account

Your Elastic Account will be established upon approval and verification of the information you submitted on your Application. By applying for and using your Elastic Account, you acknowledge that you have received a copy of this Agreement, and that you understand and accept its terms and conditions. Access to Elastic Cash is subject to the eligibility criteria provided in this Agreement and your compliance with the terms of this Agreement. We reserve the right to cancel your Elastic Account at any time for any reason.

You can obtain your current Credit Limit by: (a) logging in to your Elastic Account online at <http://www.elastic.com>; (b) calling Elastic Customer Support at (888) 225-0080; (c) writing to Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209, or (d) by reviewing your periodic statement.

If Your Elastic Account is opened but you do not take a Cash Advance(s), Your Elastic Account will close automatically after six (6) months of inactivity. If Your Elastic Account is opened and you do take a Cash Advance(s), Your Elastic Account will close automatically after two (2) years of inactivity. You may reapply in the event that Your Elastic Account is closed due to inactivity.

IV. Accessing your Elastic Account and Receiving Elastic Cash

Requesting Cash Advances: You may request Cash Advances online at <http://www.elastic.com>. Aggregate Cash Advance requests may not exceed your

Credit Limit, and individual Cash Advances are limited to the availability under your Elastic Account. If you preauthorize automatic payments to us (AutoPay) from your Bank Account, we will deliver your Elastic Cash to your Bank Account by automatic transfer. If we receive your request for a Cash Advance after 6:00 PM Eastern Time/3:00 PM Pacific Time, we will initiate the electronic transfer on the following business day. If you do not preauthorize automatic payments to us and instead elect to make payments by mail, you will receive your Elastic Cash by check in the mail. Whether you receive your Elastic Cash by check or electronic transfer, always consult your financial institution to accurately determine when the money will be available for use.

Cancellation/Rescission: You may rescind or cancel a request for Elastic Cash at no cost by calling Customer Support at (888) 225-0080 prior to 5:00 PM Eastern Time/2:00 PM Pacific Time on the fifth business day after you made the request ("*Rescission Deadline*").

If your Elastic Cash is disbursed via deposit into your qualified Bank

Account: If we timely receive your written notice of rescission on or before the Rescission Deadline but **before** the Elastic Cash has been deposited into your Bank Account, we will not deposit your Elastic Cash. If we receive your written notice of rescission on or before the Rescission Deadline but **after** your Elastic Cash has been deposited, we will debit your Bank Account for the amount of the Elastic Cash request that is being rescinded. If we do not receive the full amount of the rescinded Elastic Cash request, then your obligation to repay will remain in full force and effect until such amount is paid in full, including any Finance Charges.

If your Elastic Cash is disbursed via check delivered by mail: If we timely receive your written notice of rescission on or before the Rescission Deadline, and (a) if we have not mailed the check or (b) if you have not cashed the check representing the rescinded Elastic Cash request, then we will cancel the check. If you have cashed the check, you must return the full amount of cash you received to us by the Rescission Deadline. If we do not receive the full amount of the rescinded Elastic Cash request by the Rescission Deadline, then your obligation to repay will remain in full force and effect until such amount is paid in full, including any Finance Charges.

Restrictions: As noted above, you may not exceed your Credit Limit. You may not be able to take additional advances if you do not make required payments on time, if we have reduced your Credit Limit as described in [Section V](#) or if your Elastic Account is not otherwise in good standing. In addition, if you have had an outstanding balance on your Elastic Account for 10 consecutive months, then you may not obtain additional Cash Advances until you pay down the balance of your Elastic Account to \$0 and your balance remains at \$0 for at least 20 consecutive calendar days. Once you have maintained your Elastic Account balance at \$0 for at least 20 consecutive calendar days, we will reinstate your right to request Cash Advances. See [Section VIII](#) below for further information on this requirement and the reinstatement of your ability to request Cash Advances.

V. Credit Limit

Your Credit Limit is the maximum amount that you may borrow under your Elastic Account. Your Credit Limit is assigned by the Bank. Your Credit Limit is subject to change depending on your Bank Account status and/or eligibility criteria. We reserve the right, at any time, and upon notice when required by applicable law, to adjust your Credit Limit based on your use of your Elastic Account, your payment history with us and other factors, at our sole discretion. We reserve the right to review your credit status at any time, including after obtaining credit reports and other credit information we believe to be relevant. We may modify your Credit Limit, suspend your access to credit under this Elastic Credit Agreement or cancel your Elastic Account at any time based on this information.

VI. Costs and Charges

Cash Advance Fee

We charge a Cash Advance Fee for each Cash Advance you take on your Elastic Account. The Cash Advance Fee is a **FINANCE CHARGE**. The Cash Advance Fee is assessed each time we process a Cash Advance, and there is no grace period for the Cash Advance Fee within which you may repay a Cash Advance and avoid payment of the related Cash Advance Fee. The amount of the Cash Advance Fee is calculated as follows:

Fees	
Cash Advance Fee	5% of each Cash Advance

We will deduct the Cash Advance Fee from the amount of the Cash Advance you request. For example, if you request a \$100 Cash Advance, we will deduct a Cash Advance Fee of \$5 and you will receive \$95 of Elastic Cash. You are obligated to repay the full \$100 Cash Advance.

Minimum Charge

Your Elastic Account does not accrue traditional interest on the outstanding balance over time. Rather, we charge a Cash Advance Fee for each Cash Advance, as well as a Minimum Charge based on Principal Balance on Which Minimum Charge is Calculated appearing on your periodic statement. The Principal Balance on Which Minimum Charge is Calculated for each Billing Cycle is determined by taking the outstanding Principal Balance you owed at the end of the previous Billing Cycle and subtracting any principal payments made during the present Billing Cycle. Cash Advances made during the present Billing Cycle are excluded. We will assess a Minimum Charge in each Billing Cycle that you have Principal Balance on Which Minimum Charge is Calculated according to the fee schedule set out below.

Schedule of Minimum Charges

If your Principal Balance on Which Minimum Charge is Calculated appearing on your periodic statement at the	Bi-weekly, or Semi-monthly Payment Due Dates	Monthly Payment Due Dates

end of your Billing Cycle is	...your Minimum Charge will be:	...your Minimum Charge will be:
\$0.01 - \$250.00	\$5.00	\$10.00
\$250.01 - \$500.00	\$15.00	\$30.00
\$500.01 - \$750.00	\$25.00	\$50.00
\$750.01 - \$1,000.00	\$35.00	\$70.00
\$1,000.01 - \$1,250.00	\$45.00	\$90.00
\$1,250.01 - \$1,500.00	\$55.00	\$110.00
\$1,500.01 - \$1,750.00	\$65.00	\$130.00
\$1,750.01 - \$2,000.00	\$75.00	\$150.00
\$2,000.01 - \$2,250.00	\$85.00	\$170.00
\$2,250.01 - \$2,500.00	\$95.00	\$190.00
\$2,500.01 - \$2,750.00	\$105.00	\$210.00
\$2,750.01 - \$3,000.00	\$115.00	\$230.00
\$3,000.01 - \$3,250.00	\$125.00	\$250.00
\$3,250.01 - \$3,500.00	\$135.00	\$270.00

The Minimum Charge is a **FINANCE CHARGE**. You can avoid paying a Minimum Charge on a new Cash Advance if you pay the new Cash Advance, as well as any other outstanding amounts owed, in full no later than the first Payment Due Date that is at least 14 days after the Cash Advance is made. Otherwise, there is no grace period within which you will not be charged a Minimum Charge.

VII. Your Promise to Pay

You promise to pay the Bank the total of all outstanding Elastic Cash Advances along with the Finance Charges as described in this Agreement.

You agree to pay the Minimum Payment Amount shown on each Periodic Statement on or before the applicable Payment Due Date for such payment. The Minimum Payment Amount consists of the Minimum Principal Payment plus the Finance Charges as described in this Agreement. Payments are credited to your Elastic Account effective as of the day they are received.

If your Pay Frequency is Weekly or Bi-weekly, you will have Bi-weekly Billing Cycles and Bi-weekly Payment Due Dates. If your Pay Frequency is Semi-monthly, you will have Semi-monthly Billing Cycles and Semi-monthly Payment Due Dates. If your Pay Frequency is Monthly, you will have Monthly Billing Cycles and Monthly Payment Due Dates.

You may experience a delay between the date you make a payment and the time you are able to take additional Cash Advances while we verify that sufficient funds are available and/or we receive credit for any payments drawn on another depository institution. This action will not result in more cost to you.

You may make payments toward your unpaid Balance at any time without penalty.

Calculation of Minimum Payment Amount

Your Minimum Payment Amount for each Billing Cycle consists of the Minimum Principal Payment Amount, plus Minimum Charges (Finance Charges), for that Billing Cycle. Your Minimum Charge for a Billing Cycle, as shown on the applicable Periodic Statement, is calculated based on the Balance on Which the Minimum Charge is Calculated appearing on your periodic statement as described above.

How We Calculate Your Minimum Principal Payment Amount

Your Minimum Principal Payment is calculated each time you take a Cash Advance by using your outstanding Principal Balance (Cash Advance plus any previous Principal Balance, if applicable). The Minimum Principal Payment Amount for each Billing Cycle is determined at the time you take your Cash Advance as follows:

For Customers with Bi-weekly or Semi-monthly Payment Due Dates:

Your Minimum Principal Payment Amount will be the greater of \$50 or 5% of your Principal Balance. If your Principal Balance is less than \$50, then the entire Balance is due.

For Customers with Monthly Payment Due Dates:

Your Minimum Principal Payment Amount will be greater of \$100 or 10% of the Principal Balance. If your Principal Balance is less than \$100, then the entire Balance is due.

VIII. Payment Options

Payments in Full and Partial Payments: You may pay your outstanding balance in full at any time without penalty. We also accept partial payments as further described in this Section VIII.

AutoPay: If you elect to repay your Elastic Cash Advance through AutoPay, we will process an AutoPay payment for the Minimum Payment Amount owed on the Payment Due Date. If you elect to make AutoPay payments via preauthorized transfer from your Bank Account, we will debit your Bank Account on the applicable Payment Due Date unless you pay the Minimum Payment Amount by other means by 6:00 PM Eastern Time the day prior to the applicable Payment Due Date.

Borrower-Scheduled One-Time Electronic Payments: You may set up an electronic payment on your Elastic Account at any time. You may schedule a one-time payment online at <http://www.elastic.com> or by calling Customer Support at (888) 225-0080. In order to ensure your payment is received by the Payment Due Date, for one-time ACH payments, you must schedule the payment request no later than 5:00 PM Eastern Time/2:00 PM Pacific Time on the day prior to the applicable Payment Due Date. Depending on the amount and timing of an early or partial payment, such payments may not reduce the fees and Minimum Charges that may accrue. See Section VI and Section VII above.

Debit Card Payments: You may also make payments using your Debit Card by calling (888) 225-0080 until 6:00 PM Eastern Time on your Payment Due Date in order to credit the payment by the Payment Due Date.

Payments by Mail: You are not required to pay by an AutoPay or other electronic payment method. You may make payments by mail, using a personal check, certified check or money order payable to "Republic Bank & Trust Company" and mailed to Elastic Payment Processing, P.O. Box 950276, Louisville, KY 40295. If you send us a personal check you must include your Elastic Account number. We may convert that check to an electronic check. We must receive your certified check or money order no later than 5:00 PM Eastern Time/2:00 PM Pacific Time on the applicable Payment Due Date. If you elect to make payments by mail, you will receive Elastic Cash Advances by check in the mail.

Required paydown to \$0 after 10 Months with an Outstanding Balance: If you have had an outstanding balance on your Elastic Account for 10 consecutive months, we will suspend your access to new Cash Advances until you pay down the balance of your Elastic Account to \$0 and your balance remains at \$0 for at least 20 consecutive calendar days. Repayment of your outstanding balance to \$0 can be made by paying the Minimum Payment Amount over a maximum of 20 Billing Cycles. You can pay off the outstanding balance in full or over a shorter time frame by scheduling additional electronic payments, sending additional payments by mail, paying more than the Minimum Payment Amount or just remitting a payment in full. We will reinstate your right to additional Cash Advances once you pay down the balance of your Elastic Account to \$0 and your balance remains at \$0 for at least 20 consecutive calendar days. Payments received in regards to your Elastic Account are processed immediately. If the payment brings your Elastic Account balance to \$0 it may take up to 5 Business Days to reinstate your ability to make a Cash Advance.

IX. Application of Payments

All payments received will be applied first to past due Finance Charges, then past due Principal Balance, then to current Finance Charges, and then to the current Principal Balance of your Elastic Account.

X. Servicing Your Elastic Account

In connection with the servicing of your Elastic Account, you hereby authorize us to contact you as permitted by law and/or use the methods you have authorized, which may include the use of an autodialer, text messaging, or prerecorded message, at any phone number you have provided to us, including mobile phone numbers. We may also contact you at any address we have for you in our records or from other public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you.

XI. Default

We may declare you to be in default of this Agreement at any time if: (a) you fail to make a payment as required by this Agreement or (b) anything else happens that

causes us in our sole discretion to reasonably believe that the prospect of your Elastic Account being repaid is impaired. In the event of default, we may suspend or terminate your right to access your Elastic Account and to receive draws of Elastic Cash, and we may require you to repay at once the amount of all outstanding Elastic Cash and Finance Charges.

Reporting of Negative Credit Information

We may report information about your Elastic Account to credit bureaus. Late payments, missed payments, or other defaults on your Elastic Account may be reflected in your credit report.

XII. Periodic Statements

Not less than once each Billing Cycle during which there is (i) one or more Elastic Cash transactions, (ii) a payment is received, or (iii) there is an outstanding balance owing on your Elastic Account, we will deliver to you a Periodic Statement reflecting, among other things, Elastic Cash transactions, Finance Charges, payments made, other credits, balances that are past due, your previous balance, and your new balance. In addition, we will provide you from time to time with any other disclosures or information required by this Agreement or applicable law.

Your Periodic Statements will be generated 14 days prior to the applicable Payment Due Date for such Billing Cycle. A notification will be emailed to the email account you have on file in your Elastic Account, and your Periodic Statement will be available electronically at <http://www.elastic.com>. You may choose not to receive your statements electronically. If you choose to receive paper statements, please notify us in writing at Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209.

XIII. Billing Rights

Your Billing Rights - Keep This Notice For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Periodic Statement

If you think there is an error on your Periodic Statement, write to Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209, or contact us electronically at <http://www.elastic.com>.

In your correspondence, give us the following information:

- Account information - your name and Elastic Account number;
- Dollar amount - the dollar amount of the suspected error; and
- Description of problem - if you think there is an error on your Periodic Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Periodic Statement
- At least 3 business days before an automated payment is scheduled if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing or electronically at <http://www.elastic.com>*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Correspondence

When we receive your correspondence, we must do two things:

1. Within 30 days of receiving your correspondence, we must tell you that we received your correspondence. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your correspondence, we must either correct the error or explain to you why we believe the Periodic Statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Periodic Statement, and we may continue to charge Finance Charges on that amount in accordance with this Agreement.
- While you do not have to pay the amount in question, you are responsible for the remainder of the outstanding balance of your Elastic Account.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. *If we made a mistake:* You will not have to pay the amount in question or any Finance Charges or other Fees related to that amount.
2. *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable Finance Charges or other Fees on that amount in accordance with this Agreement. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your Periodic Statement is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your Periodic Statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your Periodic Statement is correct.

XIV. Change in Terms

We reserve the right to change the terms of this Agreement at any time with notice to you as required by applicable law. Such changes may apply to your Elastic Account and any current amounts of outstanding Elastic Cash as well as to future Elastic Cash balances. By continuing to use your Elastic Account, you are accepting the change in terms, or you may decline the change in terms by no longer using your Elastic Account prior to the effective date of the change or by requesting that access to your Elastic Account be discontinued. If you discontinue access, you will still be required to repay all amounts that you owe on your Elastic Account.

XV. Transfer of Rights

Bank, on behalf of you, shall maintain at its principal office (or such other office or agency of Bank as it may designate from time to time), a register (the "*Register*") for this Agreement and rights thereunder in which Bank shall record the name and address of each person holding rights under, or participation in respect of, this Agreement (including any assignee or participant, a "*Holder*") and the corresponding principal amount (and stated interest) of any loans or advances hereunder ("*Loans*"). The Register may be maintained in electronic format. Bank shall keep the Register open and available at all times during normal business hours for inspection by the Borrower, any Holder and/or their respective representatives. The entries in the Register shall be conclusive absent manifest error, and you, Bank and any Holder shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a lender, assignee or Holder for all purposes of this Agreement.

Subject to the following provisions, we may assign or transfer this Agreement, or any of our rights hereunder, to another person or entity without notice or consent from you. Notwithstanding anything to the contrary contained herein, the Loans and rights hereunder are registered obligations and the right, title, and interest of each Holder and their assignees in and in respect of such Loans (or any rights under this Agreement) shall be transferable only upon notation of such transfer in the Register (for purpose of this Section XV, a "*transfer*" shall include a participation). Each Loan and other rights hereunder are intended to be in "*registered form*" for purposes of Sections 163(f), 871(h)(2)(B)(i) and 881(c) of the U.S. Internal Revenue Code of 1986, as amended, and any Treasury regulations promulgated thereunder (including Treasury Regulations Sections 5f.103-1(c) and 1.871-14), and the Register shall be maintained, and this Agreement shall be construed and enforced, in a manner consistent with such intent. You hereby appoint Bank, as your agent, to be delivered and receive on your behalf from any Holder and other person holding participation rights regarding this Agreement, any applicable IRS Form, including IRS Forms W-8 and W-9 (and other successor forms).

XVI. Dispute Resolution; Arbitration

<p style="text-align: center;"><u>Notice of Waiver of Jury Trial and Arbitration Agreement</u></p>

This Agreement includes a binding Waiver of Jury Trial and Arbitration Agreement. You may opt out of the Waiver of Jury Trial and Arbitration Agreement by following the instructions below.

RIGHT TO OPT OUT. IF YOU DO NOT WISH YOUR ACCOUNT TO BE SUBJECT TO THE FOLLOWING WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT, YOU MUST ADVISE US IN WRITING AT ELASTIC CUSTOMER SUPPORT, 4030 SMITH ROAD, CINCINNATI, OH 45209, OR VIA EMAIL AT SUPPORT@ELASTIC.COM. YOU MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER THE DATE YOUR ACCOUNT IS ESTABLISHED OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE. IN THE EVENT YOU OPT OUT OF THE ARBITRATION AGREEMENT, ANY DISPUTES UNDER THIS AGREEMENT OR RELATED TO YOUR ACCOUNT SHALL NONETHELESS BE GOVERNED UNDER THE LAWS OF THE STATE OF OHIO AND MUST BE BROUGHT WITHIN THE COURT SYSTEM THEREOF, TO WHOSE JURISDICTION YOU IRREVOCABLY CONSENT FOR THE PURPOSES OF THIS AGREEMENT.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

In this Waiver of Jury Trial and Arbitration Agreement (this "*Arbitration Agreement*"), "*Bank*" or means Republic Bank & Trust Company, member FDIC.

PLEASE READ THIS WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described above, any dispute you have with the Bank, its agents, operator of the website where you submitted your Application, purchaser(s) of any interest in the Agreement or your Elastic Account, or anyone else under the Agreement, will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any arbitration will be limited to addressing your dispute individually and will not be part of a class-wide or consolidated arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute (defined below) will be resolved by arbitration in accordance with the laws of the state of Ohio.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "*Dispute*" is any controversy or claim between you and Bank, its marketing agent, collection agent, any subsequent holder of your Elastic Account, or any of their respective agents, affiliates, assigns, employees, officers, managers, members or shareholders (each considered a "*Holder*" for purposes of

this Agreement). The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of your Elastic Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (*i.e.*, money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim arising from, related to or based upon marketing or solicitations to obtain the loan and the handling or servicing of your Elastic Account whether such Dispute is based on a federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this loan or the Arbitration Agreement.

You acknowledge and agree that by entering into this Arbitration Agreement:

- (a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- (b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
- (c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

Choice of Arbitrator. Any party to a Dispute, including a Holder or its related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of the Agreement of such party's intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Dispute. The chosen arbitrator will utilize the rules and procedures applicable to consumer disputes of the chosen arbitration organization, to the extent that those rules and procedures do not contradict either Ohio law or the express terms of this Arbitration Agreement, including the limitations on the Arbitrator below. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand and of the arbitration organization you have selected. You also understand that if you fail to notify us, then we have the right to select the arbitration organization. Any arbitration under this Elastic Credit Agreement may be conducted within thirty miles of your residence, at your choice, provided that this accommodation for you shall not be construed in any way to allow for the application of any law other than Ohio law.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the arbitration. Except where otherwise provided by Ohio law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Waiver of Jury Trial and Waiver of Ability to Participate in a Class Action. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, AND YOU ARE WAIVING YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT WOULD BE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available under Ohio law, whether at law or in equity, to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual Disputes between the parties. If the arbitrator fails or refuses to enforce the waiver of class-wide arbitration, the parties agree that the Dispute will proceed solely in a United States federal court situated in the state of Ohio and will be decided by a judge sitting without a jury, under applicable court rules and procedures and may be enforced by such United States federal court through any measures or reciprocity provisions available. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a United States federal court situated in the state of Ohio, and not by the arbitrator. As an integral component of accepting this Agreement, you irrevocably consent to the sole jurisdiction of United States federal courts situated in the state of Ohio for purposes of this Agreement.

Judicial Review. The arbitrator will apply Ohio law and the terms of this Agreement, including the Arbitration Agreement. The arbitrator must apply the terms of this Arbitration Agreement, including without limitation the waiver of class-wide arbitration. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. The arbitrator will make written findings and the arbitrator's award may be filed with a United States federal court situated in Ohio. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or it may be set aside by the court upon judicial review.

Other Provisions. This Arbitration Agreement will survive: (i) termination or changes in this Agreement, the Elastic Account, or the relationship between us concerning the Elastic Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Elastic Account, or any amounts owed on my Elastic Account, to any other person or entity. This Arbitration Agreement benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Agreement continues in full force and effect, even if your obligations have

been paid or discharged through bankruptcy. The Arbitration Agreement survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Agreement is held invalid, the remainder shall remain in effect.

GOVERNING LAW. This Arbitration Agreement is governed by the laws of the state of Ohio, the Federal Arbitration Act ("FAA") and the decisions of the United States Supreme Court interpreting the FAA, and other applicable federal law.

XVII. Governing Law

This Agreement is governed by the laws of the state of Ohio without regard to its conflict of laws principles, and applicable federal law.

XVIII. Electronic Signature and Electronic Records

Republic Bank & Trust Company is required by law to provide you with Periodic Statements and certain other disclosures and notices that are required to be in writing ("Subsequent Disclosures"). You agree that the Subsequent Disclosures we provide to you constitute electronic records under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sections 7001 and following) in a manner consistent with applicable federal law.

You are consenting to receive all Subsequent Disclosures electronically. To access these Subsequent Disclosures, in most cases, we will provide you with such disclosures at our website or the websites of our vendors. By checking the box, you acknowledge that you are able to electronically access the Elastic website (<http://www.elastic.com>), and to electronically access and print the Subsequent Disclosures we will be providing to you in connection with your Elastic Account. We will notify you of Subsequent Disclosures by email and will provide copies of any Subsequent Disclosures to you in electronic form by including them in the email, posting them on the Elastic website or by providing a link to them on the website. In order to access, view and retain Subsequent Disclosures in electronic form, you must have a computer with Internet access. The minimum system requirements include internet browser software that supports 128-bit security encryption and Adobe Reader® version 9.0.

Please be advised that if you do not consent to electronic delivery of the Subsequent Disclosures, we cannot proceed with the processing of your Agreement. However, your consent to receive Subsequent Disclosures from us in electronic form does not mean you cannot obtain a paper copy of any Subsequent Disclosure. You have the right to withdraw your consent. If you wish to (i) obtain a free paper copy of any Subsequent Disclosure, (ii) withdraw your consent to receive Subsequent Disclosures electronically or (iii) update your contact information (including email address), contact us in writing at Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209.

By checking the box for Electronic Delivery of Disclosures, you (i) acknowledged receiving, reading and agreeing to the Consent to Electronic Signature and

Electronic Records and (ii) agreed to receive Subsequent Disclosures from us in electronic form.

XIX. Electronic Payment Authorization

Elastic gives you the option to receive your Cash Advances electronically and to repay amounts owed on your Elastic Account electronically. If you choose to receive your Cash Advances and repay electronically by selecting the relevant option on the "Schedule Advance" page, then the following provisions apply.

Consent to Autopay

In this Consent to Electronic Payment Authorization, you authorize Republic Bank & Trust Company and its successors, affiliates, agents, representatives, employees and assigns to initiate automated debit entries to your Bank Account for your regularly scheduled AutoPay payments equal to the Minimum Payment Amount and on the Payment Due Date disclosed on each Periodic Statement. For each payment, whenever an ACH debit entry to your Bank Account is returned to us for any reason, we may reinitiate an ACH debit entry to your Bank Account up to two additional times after our first presentation for each scheduled payment amount. If your payment is due on a non-business day, it will be processed on the next business day.

This Electronic Payment Authorization applies to the repayment of all amounts owing on your Elastic Account, including amounts outstanding on or before the date on which you agreed to this Electronic Payment Authorization. If your Elastic Account is in default, you agree that we may initiate an ACH debit to your Bank Account for the entire amount you owe us (see *Section XI. Default*, above). This Electronic Payment Authorization is to remain in full force and effect for as long as your Bank Account is open. You may revoke this Electronic Payment Authorization by calling us at (888) 225-0080 or writing to us at Customer Support, 4030 Smith Road, Cincinnati, OH 45209. If you revoke this Electronic Payment Authorization, you agree to make payments to us by another method acceptable to us as set forth in these Terms and Conditions. In no event shall any revocation of this Electronic Payment Authorization be effective with respect to payment entries processed by us prior to our receipt of a notice to withdraw such Electronic Payment Authorization.

Your bank may impose a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold us or our agents, representatives, successors or assigns responsible for any fees you must pay as a result of payment being presented at your bank in connection with this Electronic Payment Authorization. Contact your bank for more information specific to your Bank Account.

You authorize us to verify and correct all information you have provided to us about your Bank Account, including, without limitation, past and/or current information about your bank, your bank routing and transit number and your Bank Account number.

This Electronic Payment Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so.* If you have told us in advance to take payments out of your Bank Account, you can stop any of these payments by calling us at (888) 225-0080 or writing to us at Customer Service, 4030 Smith Road, Cincinnati, OH 45209, in time for us to receive your request by 5:00 PM Eastern Time at least 3 Business Days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you tell us to stop an AutoPay by 5:00 PM Eastern Time at least 3 Business Days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(3) *Notice of varying amounts.* You agree that you will receive a notice at least 10 days before a payment is debited from your Bank Account in an amount that varies from the amount disclosed (a) in your periodic billing statement or (b) in your payment schedule on the My Account page.

This Electronic Payment Authorization is a payment mechanism only and does not give us collection rights greater than those otherwise contained in your Elastic Account terms and conditions. This Electronic Payment Authorization does not constitute and is not intended to constitute a security interest under Ohio law.

YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE FUNDS OR REPAY AMOUNTS OWING ON YOUR ELASTIC ACCOUNT BY ACH DEBITS AND CREDITS TO YOUR BANK ACCOUNT. IF YOU AUTHORIZE US TO EFFECT ACH DEBIT ENTRIES TO YOUR BANK ACCOUNT FOR YOUR ELASTIC ACCOUNT, YOU ALSO AGREE THAT THIS ELECTRONIC PAYMENT AUTHORIZATION IS TO REMAIN IN FULL FORCE AND EFFECT UNLESS YOU TERMINATE SUCH AUTHORITY. IF YOU TERMINATE SUCH AUTHORITY, YOU AGREE TO PROVIDE US WITH ANOTHER MEANS OF PAYMENT ACCEPTABLE TO US IN OUR SOLE DISCRETION.