

**Elastic Credit Agreement and Terms and Conditions  
Effective February 26, 2021**

**Please read this carefully and keep a copy for your records.**

This is your Elastic Credit Agreement and Terms and Conditions (**Terms & Conditions**). It contains important information about your Elastic Account open-end line of credit for personal, family or household purposes. By applying for, activating, and using your Elastic Account, you agree to these Terms & Conditions. As the borrower, you are identified as **you** or **your**, and Republic Bank & Trust Company, the creditor on your Elastic Account, is identified as **we**, **us**, and **our**. All capitalized terms that are not otherwise defined in these Terms & Conditions are defined in Section B.

**These Terms & Conditions include an Arbitration Agreement in Section H. Arbitration is a method of resolving disputes. Unless you act promptly to reject the Arbitration Agreement, it will affect your rights, if there is 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) 225-0800.

**HIGH COST CREDIT DISCLOSURE. ELASTIC IS AN EXPENSIVE FORM OF CREDIT. ELASTIC IS DESIGNED TO HELP CUSTOMERS MEET SHORT-TERM BORROWING NEEDS. ELASTIC IS NOT INTENDED TO SOLVE LONG-TERM CREDIT NEEDS. OTHER CREDIT OPTIONS MAY BE LESS EXPENSIVE.**

**A. TRUTH-IN-LENDING DISCLOSURES**

<b>Fees</b>			
<b>Cash Advance Fee</b>	For each Cash Advance requested	If you pay Bi-weekly or Semi-Monthly:  <b>5%</b> of the amount of each Cash Advance	If you pay Monthly:  <b>10%</b> of the amount of each Cash Advance
<b>Carried Balance Fee</b>	For each Statement that shows a Carried Balance of:	If you pay Bi-weekly or Semi-Monthly:	If you pay Monthly:
	\$0.00 - \$10.00	\$0.00	\$0.00
	\$10.01 - \$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	
\$3,500.01 - \$3,750.00	\$145.00	\$290.00	
\$3,750.01 - \$4,000.00	\$155.00	\$310.00	

\$4,000.01 - \$4,250.00	\$165.00	\$330.00
\$4,250.01 - \$4,500.00	\$175.00	\$350.00

**How We Calculate Your Carried Balance:** We determine the Carried Balance Fee on your Elastic Account by calculating the **Carried Balance** of your Elastic Account and using the fee chart above. To get the Carried Balance, we take the Previous Statement Balance and subtract any payments, past due Carried Balance Fees and all Other Credits (except the amount of any cancelled Cash Advance that occurs in the same Billing Cycle in which it was requested) posted during the Billing Cycle; we then add any Other Debits, as shown on your Statement. Cash Advances and Carried Balance Fees that post during a Billing Cycle are not included in your Carried Balance for that Billing Cycle. Go to [Paragraph 8](#) for details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights are in [Section F](#).

**Grace Period:** There is no grace period within which you will not be charged a Finance Charge after you take a Cash Advance.

## B. DEFINITIONS

**Additional AutoPay Amount** means the fixed amount shown on your Statement that you authorize us to debit from your Checking Account *in addition to* your AutoPay Amount. Go to [Paragraph 14](#) for details.

**Application** is the credit application you submitted to us in connection with your Elastic Account.

**AutoPay** is an optional preauthorized recurring automatic payment to us made on your Payment Due Date from your Checking Account. Go to [Paragraphs 13 and 14](#) for details.

**AutoPay Amount** is the amount shown on your Statement that will be debited from your Checking Account on your Payment Due Date if you have elected to make payments using AutoPay. Your AutoPay Amount will be equal to the Required Payment **minus** any Past Due Amount. Go to [Paragraph 14](#) for details.

**Available Credit** is the amount of credit that is currently available to you for Cash Advances. Go to [Paragraph 2](#) for details.

**Balance** is the total amount outstanding on your Elastic Account.

**Billing Cycle** is the period of time between Statements. Your Billing Cycle may be Bi-weekly, Semi-monthly, or Monthly.

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

**Business Day** is any day except Saturday, Sunday and federal holidays.

**Carried Balance** is the amount used to determine the Carried Balance Fee charged for each Billing Cycle. It is calculated as shown in the Truth-in-Lending Disclosures in [Section A](#).

**Carried Balance Fee** is the Finance Charge assessed for each Billing Cycle depending on the amount of your Carried Balance for that Billing Cycle as displayed on your Statement, and as disclosed in the Truth-in-Lending Disclosures in [Section A](#). Go to [Paragraph 8](#) for details.

**Cash Advance** is the amount of the advance you request and must repay. It is the total of Elastic Cash you receive and the Cash Advance Fee.

**Cash Advance Fee** is the Finance Charge charged for each Cash Advance at the time you request a Cash Advance on your Elastic Account, as disclosed in the Truth-in-Lending Disclosures in [Section A](#). Go to [Paragraph 7](#) for details.

**Checking Account** is your valid checking account you list on your application or in your online Elastic Account at [elastic.com](http://elastic.com).

**Cooling-Off Period** is a period of time during which you will be unable to request Cash Advances. This period begins after you have had an outstanding Balance for 10 consecutive calendar months, and ends once your Balance reaches \$0.00 and you maintain that \$0.00 Balance for 20 consecutive calendar days. Go to [Paragraph 10](#) for details.

**Credit Limit** is the maximum amount you can borrow under your Elastic Account. Go to [Paragraph 2](#) for details.

**Elastic Account** is the account you establish under these Terms & Conditions.

**Elastic Cash** is the amount you receive, either through check by mail or by direct deposit, when you request a Cash Advance. It is the Cash Advance **minus** the Cash Advance Fee.

**Elastic.com** means the Elastic website <http://www.elastic.com>.

**Finance Charge** is any Cash Advance Fee and any Carried Balance Fee that may be charged under these Terms & Conditions.

**Monthly** means once a month.

**Other Credit** means a transaction, other than a payment, that reduces the Balance on an Elastic Account. This includes, but is not limited to, the forgiveness of a fee, cancellation of a Cash Advance in accordance with [Paragraph 3](#), and other adjustments that reduce the Balance.

**Other Debit** means a transaction, other than a Cash Advance or a Carried Balance Fee that increases the Balance on an Elastic Account. This includes, but is not limited to, returned payments, reversals of Other Credits, and other adjustments that increase the Balance.

**Past Due Amount** means any unpaid amount that was not paid by the Payment Due Date as required by these Terms & Conditions.

**Pay Frequency** means the frequency with which you receive income as identified in your Application (your response to the question "How often are you paid?"). The choices are Weekly, Bi-weekly, Semi-monthly or Monthly.

**Pay Date** means the day on which we expect you to receive income, based on the information you provided in your Application.

**Payment Due Date** means the date shown on your Statement on or before which you must pay at least the Required Payment. Go to [Paragraph 10](#) for details.

**Required Payment** is the amount you agree to pay each Billing Cycle to keep your Elastic Account current. Go to [Paragraph 11](#) for details.

**Semi-monthly** means twice a month.

**Statement** is the periodic statement issued for each Billing Cycle that describes, among other things: your Balance, payments, Other Credits, Other Debits, Carried Balance, Carried Balance Fees, Cash Advances, Cash Advance Fees, Past Due Amounts (if any), your Required Payment and Payment Due Date.

**Weekly** means once a week.

## C. YOUR ELASTIC ACCOUNT

---

### 1. Eligibility and Activation

You may be eligible for an Elastic Account if you meet and maintain certain criteria established by us, which may change at our discretion. As of the effective date of these Terms & Conditions, the eligibility criteria are as follows:

- You are not a Covered Borrower under the Military Lending Act (32 C.F.R. § 232) at the time of application;
- You are at least 18 years old (or at least 19 years old if you are a resident of Alabama or Nebraska);
- You reside in a state in which we offer Elastic;
- You have a regular source of income or benefits;
- You have at application and maintain a valid Checking Account;
- You make payments using one of the payment options described in Paragraph 13;
- You provide a valid e-mail address and consent to receive electronic disclosures (see Section G);
- You meet our credit underwriting standards; and
- You agree to and are not in default of these Terms & Conditions.

Your Elastic Account is established upon approval and verification of the information in your Application.

**You must activate your Elastic Account within 10 calendar days from when we notify you that your application is approved.** Once you are approved for an Elastic Account, we will send you an email containing an activation code for your Elastic Account. To activate your Elastic Account, you must log into your Elastic Account at *Elastic.com* and successfully verify the activation code. You may not obtain a Cash Advance until you activate your Elastic Account. **If you fail to activate your Elastic Account within 10 calendar days, your approval automatically expires and you will be required to reapply to obtain an Elastic Account.**

We may, in the future, offer new services and/or features through *Elastic.com*. Any new features and/or services will also be subject to these Terms & Conditions.

## **2. Credit Limit; Available Credit**

Your Credit Limit is the maximum amount that you may borrow from your Elastic Account. We assign your Credit Limit. Your Credit Limit may change if your Checking Account status changes and/or you no longer meet eligibility criteria. We may, at any time, and upon notice when required by law, change your Credit Limit based on your use of your Elastic Account, your payment history, and other factors, at our discretion. We may review your credit status at any time. By accepting these Terms & Conditions, you hereby authorize us to obtain credit reports and/or other credit information about you from time to time to review your Elastic Account, your continued eligibility for your Elastic Account and for any other permissible purpose. We may change your Credit Limit at any time, in our sole discretion.

Your Available Credit is the amount of credit that is currently available to you for Cash Advances. Available Credit is determined by subtracting your current Balance from your Credit Limit and adding any Carried Balance Fee that is not past due. If your Elastic Account is in the Cooling-Off Period, has a Past Due Amount, or is otherwise suspended, your Available Credit is zero.

How to obtain your Credit Limit and your Available Credit: (a) Log into your Elastic Account at *Elastic.com*; (b) call Elastic Customer Support at (888) 225-0080; or (c) write Elastic Customer Support, at 4030 Smith Road, Cincinnati, OH 45209.

## **3. Requesting Cash Advances; Cancellation**

You may request Cash Advances from us online at *Elastic.com*. Cash Advances cannot exceed your Credit Limit or your Available Credit. The Elastic Cash you receive is less than the total

amount of the Cash Advance you request. We will deduct the Cash Advance Fee from the amount of the Cash Advance you request, and deliver only the Elastic Cash amount to you by check or direct deposit. If we receive a Cash Advance request after 5:00 PM Eastern Time, the funding process will begin on the next Business Day. If you have elected to repay the Balance using AutoPay, Elastic Cash is deposited directly into your Checking Account. It may take additional time for your bank to post the Elastic Cash to your Checking Account. Always check with your bank to learn when the Elastic Cash will be available for use. If you have not elected to repay Cash Advances using AutoPay, you will receive Elastic Cash by check in the mail, and you may repay the Balance using any permitted payment method listed in these Terms and Conditions. Elastic Cash paid by check is generally mailed within 2 Business Days of verifying your request for a Cash Advance; however, we cannot guarantee this timeframe or when you will receive the check. We may cancel your request for a Cash Advance if we are unable to verify it.

**Restrictions:** You may not exceed your Credit Limit or Available Credit. You may not be able to request new Cash Advances if: (a) your Required Payment is late, (b) your Credit Limit or Available Credit is insufficient to cover the amount of your requested Cash Advance, (c) your Elastic Account is in a Cooling-Off Period as described in Paragraph 10, (d) your Elastic Account is in default or otherwise not in good standing, or (e) your access to Cash Advances has been suspended as described in the following sentence. Notwithstanding any other provision of these Terms and Conditions, regardless of your then-current Credit Limit or Available Credit, we reserve the right to suspend access to additional Cash Advances, or otherwise restrict your use of your Account, at any time, for any reason as determined in our sole discretion including but not limited to security reasons, fraud or suspicion of fraud, or a change in laws or regulations or the interpretation thereof. If your access to additional Cash Advances is suspended, we may reinstate your access to additional Cash Advances as determined in our sole discretion.

#### **Cancelling Cash Advances:**

- **If we have NOT sent the Elastic Cash check or direct deposit,** you may cancel a Cash Advance request at no cost by calling Customer Support at (888) 225-0080 or emailing us at [support@elastic.com](mailto:support@elastic.com). We will not send the check or make the direct deposit.
- **If we sent the check or direct deposit,** you must provide, and we must receive, your written notice of cancellation **and you must return the entire amount of Elastic Cash** prior to 5:00 PM Eastern Time on the 5th Business Day after you made the Cash Advance request (**Cancellation Deadline**) as follows:
  - *If you receive Elastic Cash by direct deposit,* we will make one attempt to debit your Checking Account for the amount of the Elastic Cash being cancelled when we receive your written notice of cancellation.
  - *If you receive Elastic Cash by check,* if you have not cashed the check, then we will cancel the check when we receive your written notice of cancellation and you should destroy it. If you have cashed the check, you may not cancel the Cash Advance.

If we do not receive the full amount of the cancelled Elastic Cash by the Cancellation Deadline or if you received Elastic Cash by check and you cashed the check, then we will be unable to process your cancellation. You must repay the Elastic Cash you received, and any related Finance Charges you owe us, as set forth in these Terms & Conditions.

#### **4. Servicing your Elastic Account**

You authorize us to contact you as permitted by law using the contact information that you provide. We may contact you using an autodialer, text message, or prerecorded message, at any phone number you have provided to us, including mobile phone numbers. We may also

contact you at any address in our records or public or nonpublic databases, as permitted by law. If allowed by law, we may contact other people who may provide updated employment, location, and/or contact information for you.

## **5. Default; Entire Balance Due**

If you are in default, we may suspend or terminate your ability to request and receive Cash Advances, and/or we may require you to repay your entire Balance immediately. We may exercise our rights under this section immediately, or we can postpone action to a later time without losing any of our rights. You will be in default of these Terms & Conditions if (at any time):

1. Any Required Payment is not made by the Due Date;
2. You withdraw your consent to electronic communications;
3. You exceed the Credit Limit or Available Credit, according to our records;
4. You die;
5. You breach these Terms & Conditions or any other contract you have with us;
6. You violate applicable law, or use your Elastic Account or a Cash Advance to purchase, sell, or facilitate the purchase or sale of illegal goods or services, engage in unlawful gambling activities, fraud, or money laundering activities; fund terrorist organizations, send or receive money from any person, organization, or country against which the United States has levied economic sanctions;
7. You provide false, inaccurate, or misleading information to us;
8. You fail to maintain the security of your Elastic Account;
9. You use any robot, software, other automatic device, or manual process to disrupt the functionality or compromise the security of our website and systems;
10. You fail to maintain a valid Checking Account;
11. A bankruptcy petition is filed by or against you; or
12. Anything else happens that causes us in our discretion to reasonably believe that your Elastic Account may not be repaid.

### ***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.

## **6. Closing your Elastic Account**

You may close your Elastic Account at any time for any reason. You may lose access to your Elastic Account if you fail to continue to meet the eligibility criteria listed in [Paragraph 1](#) or you fail to comply with these Terms & Conditions. We reserve the right to close your Elastic Account at any time for any reason.

If your Elastic Account has an outstanding Balance at the time it is closed, you are still responsible for the payment of that Balance. Carried Balance Fees will continue to be charged each Billing Cycle as agreed until your Balance is paid in full.

If your Elastic Account is activated as described in [Paragraph 1](#), but you do not take a Cash Advance, your Elastic Account will close automatically if your Elastic Account is inactive for the first 12 months after activation. If you activate your Elastic Account and take at least one Cash

Advance, we will automatically close your Elastic Account if your Elastic Account is inactive and does not have a Balance for a period of 2 years. You may reapply on the Elastic website <http://www.elastic.com> if your Elastic Account is closed because of inactivity.

## **D. FEES & STATEMENTS**

---

Your Elastic Account does not have an interest rate like other traditional credit products. Rather, we charge a Cash Advance Fee for each Cash Advance and a Carried Balance Fee for each Billing Cycle in which you have a Carried Balance of greater than \$10.00 on your Statement.

### **7. Cash Advance Fee**

We charge a Cash Advance Fee for each Cash Advance you request on your Elastic Account. We will deduct the Cash Advance Fee from the amount of the Cash Advance you request, and deliver only the Elastic Cash amount to you by check or direct deposit. When you request a Cash Advance, you understand and acknowledge that the Elastic Cash you will receive will be less than the Cash Advance you must repay. The Cash Advance Fee is a **FINANCE CHARGE**. The amount of the Cash Advance Fee is calculated as follows:

For Bi-Weekly or Semi-Monthly Customers: The Cash Advance Fee equals 5% of each Cash Advance you request. For example, if you request a Cash Advance of \$500, we will deduct the 5% Cash Advance Fee of \$25 and deliver \$475 of Elastic Cash by check or direct deposit. You must repay the full \$500 Cash Advance. The Cash Advance of \$500 will be added to your Balance.

For Monthly Customers: The Cash Advance Fee equals 10% of each Cash Advance you request. We will deduct the Cash Advance Fee from the amount of the Cash Advance you request, and deliver only the Elastic Cash amount to you by check or direct deposit. For example, if you request a Cash Advance of \$500, we will deduct the 10% Cash Advance Fee of \$50 and deliver \$450 of Elastic Cash by check or direct deposit. You must repay the full \$500 Cash Advance. The Cash Advance of \$500 will be added to your Balance.

### **8. Carried Balance Fee and Carried Balance Calculation**

We charge a Carried Balance Fee as described in the Truth-in-Lending Disclosures in Section A. The Carried Balance Fee is a **FINANCE CHARGE** assessed for each Billing Cycle depending on the amount of your Carried Balance for that Billing Cycle as displayed on your Statement. The Carried Balance is determined at the end of each Billing Cycle.

To get the Carried Balance, we take the Previous Statement Balance and subtract any payments, past due Carried Balance Fees and all Other Credits (except the amount of any cancelled Cash Advance that occurs in the same Billing Cycle in which it was requested) posted during the Billing Cycle; we then add any Other Debits, as shown on your Statement. Cash Advances and Carried Balance Fees that post during a Billing Cycle are not included in your Carried Balance for that Billing Cycle.

### **9. Statements**

Your Payment Due Date is at least 14 days after your first Cash Advance and corresponds with your Pay Date and Pay Frequency.

You will receive a Statement for each Billing Cycle for which there is a Balance on your Elastic Account, or as otherwise required by law. Your Statement will be generated at least 14 days prior to the Payment Due Date for each Billing Cycle. We will send a notice to the email address listed in your Elastic Account that your Statement is available. Your Statement is available electronically at *Elastic.com*. If required by law, we will also mail your Statement to the mailing address we have on file for your Elastic Account.

## E. PAYMENTS

---

### 10. Your Promise to Pay

You promise to pay us the Balance of your Elastic Account.

You agree to pay at least the Required Payment by the Payment Due Date shown on each Statement. Payments are credited to your Elastic Account on the day we receive them.

Your Payment Due Date corresponds with your Pay Date and the Pay Frequency you identified in your Application.

- 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.

To initiate a Payment Due Date or Billing Cycle change request, please call Customer Support at (888) 225- 0080 or email us at [support@elastic.com](mailto:support@elastic.com). Requests are subject to eligibility requirements. We will send a notice to the email address listed in your Elastic Account regarding the status of your request within 2 Business Days, including requests for additional information when needed. A change in your Billing Cycle from Bi-weekly or Semi-monthly to Monthly, or Monthly to Bi-weekly or Semi-monthly will result in changes to the Cash Advance Fee, Carried Balance Fee and Required Payment you will pay. Please refer to the Truth-in-Lending Disclosures in [Section A](#), and [Paragraphs 7 and 8](#) for details on the Cash Advance Fee and Carried Balance Fee. Please refer to [Paragraph 11](#) for details on your Required Payment.

Your Available Credit is displayed in your My Account page at *Elastic.com*. There may be a delay between when you make a payment and when you can request a new Cash Advance while we verify that you have sufficient Available Credit to cover the amount of the Cash Advance, the Cash Advance will not cause you to exceed your Credit Limit and/or we receive credit for any payments we have received.

**Cooling-Off Period:** If there is a Balance on your Elastic Account for 10 consecutive months, your Elastic Account will enter the Cooling-Off Period. You will be unable to request Cash Advances during the Cooling-Off Period. The Cooling-Off Period ends when you pay your entire Balance and you keep your Balance at or below \$0.00 for 20 consecutive calendar days. We will reinstate your ability to request new Cash Advances once the Cooling-Off Period ends. It may take up to 5 Business Days after the expiration of the 20-day period to reinstate your ability to request a Cash Advance.

### 11. How We Calculate Your Payments

#### Calculating Required Payment

Your Required Payment is calculated, as described below, at the end of each Billing Cycle. When you request a Cash Advance, we will tell you what your Required Payment and Payment Due Dates will be, assuming you take no additional Cash Advances before you pay the entire Balance. Your Required Payment will change if you take a subsequent Cash Advance.

You can pay off your Balance faster by paying more than the Required Payment or paying the entire Balance in full.

The Required Payment is calculated as follows:

- For Customers with a Bi-weekly or Semi-monthly Billing Cycle:

*If your Balance is less than \$50:* your Required Payment is equal to your Balance.



If your Balance is \$50 or more: your Required Payment is equal to:

- Any Past Due Amount **plus**
- Carried Balance Fees (that are not past due) **plus**
- The greater of:
  - \$50 **OR**
  - 5% of:
    - The Balance, if you took a Cash Advance during the Billing Cycle, **OR** if you did not take a Cash Advance during the Billing Cycle, the Balance as of the end of the last Billing Cycle in which you did take a Cash Advance
    - **minus** Past Due Amounts and Carried Balance Fees.
- For Customers with a Monthly Billing Cycle:

If your Balance is less than \$100: your Required Payment is equal to your Balance.

If your Balance is \$100 or more: your Required Payment is equal to:

- Any Past Due Amount **plus**
- Carried Balance Fees (that are not past due) **plus**
- The greater of:
  - \$100 **OR**
  - 10% of:
    - The Balance, if you took a Cash Advance during the Billing Cycle, **OR** if you did not take a Cash Advance during the Billing Cycle, the Balance as of the end of the last Billing Cycle in which you did take a Cash Advance
    - **minus** Past Due Amounts and Carried Balance Fees.

## 12. Application of Payments

Payments are applied to any outstanding Required Payments for which a Statement has been issued, in the order of their Due Dates, beginning with the earliest Due Date. Payments are applied to each Required Payment in the following order: Carried Balance Fees, if any, and then to any remaining portion of the Required Payment. Once all Required Payments have been satisfied, payments are applied to any Balance that remains unpaid.

## 13. Payment Options

You may pay your Balance in full at any time without penalty. We also accept partial payments. You may make payments using the following payment methods:

AutoPay: You may authorize us to automatically process your payment on each Payment Due Date by debiting your Checking Account for the amount you authorize.

By selecting AutoPay, you authorize us to debit your Checking Account in the amount of the payment shown on your Statement as your AutoPay Amount **plus** the amount shown on your Statement as your Additional AutoPay Amount.

Your AutoPay Amount will be equal to the Required Payment **minus** any Past Due Amount. **Your AutoPay Amount will not cover your Required Payment if there is any Past Due Amount. You must make arrangements to pay all Past Due Amounts using another permitted payment method to satisfy your Required Payment.**

You may also authorize us, in a separate authorization available in your Elastic Account at

*Elastic.com*, to separately debit an Additional AutoPay Amount, which you select, from your Checking Account automatically on each Payment Due Date. Authorizing payment of an Additional AutoPay Amount will help you pay down your Balance faster.

You can view your scheduled AutoPay payments by using your Elastic Account at *Elastic.com*. If you want to change or cancel a scheduled AutoPay payment or recurring AutoPay authorization, you must call Customer Support at (888) 225-0080 or write to Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209 before 5:00 PM Eastern Time on the calendar day prior to your next Payment Due Date. If you want to change the amount of your Additional AutoPay Amount or cancel your Additional AutoPay authorization, you may do so at *Elastic.com* before 5:00 PM Eastern Time on the calendar day prior to your next Payment Due Date.

*One-Time Electronic Payment.* You may make a one-time electronic payment, either online at *Elastic.com* or by calling Customer Support at (888) 225-0080. You must schedule the one-time electronic payment before 5:00 PM Eastern Time on the calendar day prior to the Payment Due Date to be sure it is received on the Payment Due Date.

*Debit Card Payments:* You may make debit card payments by calling Customer Support at (888) 225-0080. You must schedule the debit card payment before 5:00 PM Eastern Time on your Payment Due Date to be sure the payment is received on the Payment Due Date. You cannot use a credit card to make a payment on your Elastic Account.

*Payment by Checking Account.* Your bank may permit you to use a bill payment feature on your Checking Account in order to make payments on your Elastic Account. Please contact your bank for terms and conditions.

*Payments by Mail:* You may make payments by mail any time using a personal check, certified check or money order payable to Republic Bank & Trust Company. Please mail your payment to Elastic Payment Processing, P.O. Box 950276, Louisville, KY 40295. Your mail payment must be received before 5:00 PM Eastern Time on your Payment Due Date. If you send a personal check, please include the Payment Slip provided in your My Account page or write your Elastic Account number on your check. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### **14. Electronic Payments**

If you elect to make payments using AutoPay, and receive your Cash Advances on your Elastic Account by direct deposit on the "Request an Advance" page, then you must accept the terms of our Electronic Payment Authorization presented to you when you elect to use AutoPay. Once you elect to use AutoPay, your authorization to pay the AutoPay Amount via AutoPay on each Payment Due Date on which you have a Balance will remain in effect until you or we revoke your authorization. If you authorize payment of an Additional AutoPay Amount each Billing Cycle, that authorization will remain in effect until your Balance is paid in full, or until you or we revoke your authorization. If you take a subsequent Cash Advance and would like to pay an Additional AutoPay Amount, you must create a new authorization.

By accepting the terms of the Electronic Payment Authorization, you agree to the following:

You authorize us, including our successors, affiliates, agents, representatives, employees and assigns to initiate automated debit entries to your Checking Account for the AutoPay Amount on the Payment Due Date as shown on each Statement.

If you would like to pay an Additional AutoPay Amount, you will complete a separate Electronic Payment Authorization, authorizing us to debit the Additional AutoPay Amount from your Checking Account on the Payment Due Date as shown on each Statement.

If your Payment Due Date falls on a non-Business Day, your payment will be credited to your Elastic Account as of your Payment Due Date, but your AutoPay will be processed the next Business Day.

For each AutoPay payment, whenever an ACH debit entry is returned for insufficient funds, we may reinitiate an ACH debit entry for that payment up to two additional times after the first presentation. If your Elastic Account is in default, we may initiate one or more ACH debits to your Checking Account for the entire amount you owe or such lesser amount as we may choose. Go to [Paragraph 5](#) for details on default.

The Electronic Payment Authorization remains in full force and effect as long as your Checking Account is open unless and until you revoke your Electronic Payment Authorization. You may revoke the Electronic Payment Authorization by calling Customer Support at (888) 225-0080 or writing to Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209. If you revoke the Electronic Payment Authorization, you agree to make payments on your Elastic Account by another method as set forth in [Paragraph 13](#). If you revoke the Electronic Payment Authorization, it will not stop any AutoPay payment we process prior to our receipt of your notice. We have the right to reject electronic payments for any reason and suspend access to this feature in our sole discretion.

Your bank may impose a fee if your Checking Account becomes overdrawn or if a payment is attempted against your Checking Account that would cause it to become overdrawn. You will not hold us responsible for any fees you must pay as a result of any AutoPay initiated at your bank in connection with the Electronic Payment Authorization.

The Electronic Payment Authorization is subject to the following provisions:

(1) Right to stop payment and procedure for doing so. You can stop any AutoPay payment by calling Customer Support at (888) 225-0080 or writing to Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209 in time for us to receive your request by 5:00 PM Eastern Time at least one (1) calendar day before the Payment Due Date.

(2) Liability for failure to stop AutoPay. If you tell us to stop an AutoPay payment by 5:00 PM Eastern Time at least one (1) calendar day before the Payment Due Date, and we do not do so, we will be liable for your losses or damages.

(3) Notice of varying amounts. If the AutoPay payment may vary in amount, we will tell you on your Statement at least 14 days before each AutoPay payment, when it will be made and how much it will be.

The Electronic Payment Authorization is a payment mechanism and does not give us collection rights greater than those contained in these Terms & Conditions or permitted by applicable law. The Electronic Payment Authorization does not constitute a security interest under Ohio law.

**YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE FUNDS BY DIRECT DEPOSIT OR REPAY ANY BALANCE ON YOUR ELASTIC ACCOUNT BY AUTOPAY. IF YOU AUTHORIZE US TO INITIATE AUTOPAY, YOU ALSO AGREE THAT THE ELECTRONIC PAYMENT AUTHORIZATION IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL YOU OR WE TERMINATE IT. IF EITHER YOU OR WE TERMINATE SUCH AUTHORITY, YOU AGREE TO MAKE YOUR PAYMENTS BY ANOTHER PERMITTED PAYMENT METHOD (GO TO [PARAGRAPH 13](#) FOR DETAILS).**

## F. 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 Statement

If you think there is an error on your Statement, write to us at:

Republic Bank & Trust Company  
Attn: Elastic Customer Support  
4030 Smith Road  
Cincinnati, OH 45209

You may also contact us on the web: [Elastic.com/contact-us](http://Elastic.com/contact-us) and selecting subject "Billing Error."

In your message, give us the following information:

- Account information: your name and Elastic Account number
- Dollar amount: the dollar amount of the suspected error
- Description of problem: If you think there is an error on your 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 Statement
- At least one (1) calendar day before a 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. 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 Letter***

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

1. Within 30 days of receiving your message, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your message, we must either correct the error or explain to you why we believe the 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 Statement, and we may continue to charge you fees on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Balance.
- We can apply any unpaid amount against your Credit Limit and Available Credit.

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

- If we made a mistake: You will not have to pay the amount in question or any fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable fees. 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 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 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 Statement is correct.

## **G. ELECTRONIC SIGNATURE AND ELECTRONIC RECORDS**

---

We are required by law to provide you with 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 are electronic records under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sections 7001 and following).

You are consenting to receive all Subsequent Disclosures electronically. We will deliver Subsequent Disclosures to you electronically by including them in an email, posting them in your Elastic Account, or providing a link to them on *Elastic.com*. By checking the box on the Application, you acknowledge that you are able to electronically access *Elastic.com*, receive email, and print the Subsequent Disclosures. In order to access, view and retain Subsequent Disclosures electronically, you must have a computer or other device with Internet access. The minimum system requirements include internet browser software that supports 128-bit security encryption and Adobe Reader® version 9.0 or higher.

If you do not consent to electronic delivery of the Subsequent Disclosures at the time of application, we cannot proceed with processing your Application. You may request a paper copy of a Subsequent Disclosure we have provided electronically by calling Customer Support at (888) 225-0080 or emailing us at [support@elastic.com](mailto:support@elastic.com). You have the right to withdraw your consent to receive Subsequent Disclosures electronically; however, this will result in the termination of your Elastic Account, and you will no longer be able to take additional Cash Advances. You will still be required to pay any Balance that remains on your Elastic Account. To withdraw your consent to receive Subsequent Disclosures electronically, you must contact Customer Support at (888) 225-0080 or [support@elastic.com](mailto:support@elastic.com) or you may write us at Elastic Customer Support, 4030 Smith Road, Cincinnati, OH 45209. We may ask you to confirm the withdrawal of your consent.

In addition to Subsequent Disclosures, your consent also allows us to electronically send to you or make available to you emails, notices, or alerts regarding your Elastic Account. We are not responsible if any email gets caught by your SPAM filter and you do not see it, if you have given us the wrong email address (or failed to update your email address) or if there are other communications issues that prevent email from reaching you. You agree that if we send an email or any other electronic communication to the email address you have provided us, we will be deemed to have provided such electronic communication to you, regardless of whether such communication is returned as undeliverable. Therefore, it is your responsibility to ensure the contact information you provide us is current and accurate, including your email address. You agree to promptly notify us of any changes to your contact information. You can update your contact information, including your email address, in your account settings at *Elastic.com*, by calling Customer Support at (888) 225-0080 or emailing us at [support@elastic.com](mailto:support@elastic.com).

By checking the box in the Application for Consent to 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 electronically.

## **H. NOTICE OF WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT**

---

**This is a binding Waiver of Jury Trial and Arbitration Agreement (*Arbitration Agreement*). You have a right to opt out. Follow the instructions below.**

**TO OPT OUT OF THE ARBITRATION AGREEMENT FOR YOUR ELASTIC ACCOUNT, YOU MUST WRITE US AT:**

**ELASTIC CUSTOMER SUPPORT  
4030 SMITH ROAD, CINCINNATI, OH 45209**

OR EMAIL US AT: [SUPPORT@ELASTIC.COM](mailto:SUPPORT@ELASTIC.COM)

**YOU MUST:**

- GIVE WRITTEN NOTICE,
- INCLUDE YOUR NAME AND ACCOUNT NUMBER OR THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND
- STATE THAT YOU REJECT ARBITRATION.

TO BE EFFECTIVE, WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS OF ACTIVATING YOUR ELASTIC ACCOUNT.

IF YOU OPT OUT, ANY DISPUTES WILL STILL BE GOVERNED BY OHIO LAW AND APPLICABLE FEDERAL LAW AND MUST BE BROUGHT WITHIN THE OHIO COURT SYSTEM. YOU CANNOT OPT OUT OF PARAGRAPH 16 – GOVERNING LAW.

**WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT**

**PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY.**

Unless you opt-out of arbitration as described above, any dispute you have with Republic Bank & Trust Company (the **Bank**), its agents, operator(s) of the website where you submitted your Application, purchaser(s) of any interest in your Elastic Account, or anyone else under the Terms & Conditions, 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 provided in 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 the 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 Arbitration Agreement). The term Dispute is 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). An example of a Dispute includes, 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 OR RELATED THIRD PARTIES.**

**Choice of Arbitrator.** Any party to a Dispute, including a Holder or its related third parties, may send the Bank written notice by certified mail return receipt requested at the address appearing at the top of the Arbitration Agreement of their intent to arbitrate and providing the subject of the dispute, including the relief requested, even if a lawsuit has been filed.

Regardless of who demands arbitration, you 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 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 these Terms & Conditions may be conducted within thirty miles of your residence, at your choice. This accommodation shall not be construed 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.** 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. You irrevocably consent to the sole jurisdiction of United States federal courts in the state of Ohio for purposes of this Arbitration Agreement.

**Judicial Review.** The arbitrator will apply Ohio law and the Terms & Conditions, including the Arbitration Agreement and 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 Arbitration Agreement and applicable law or it may be set aside by the court upon judicial review.

## I. LEGAL NOTICES

---

### 15. State Specific Disclosures

**Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under section 766.59 or a court decree under section 786.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**Utah Residents:** Your signature (including any digital or electronic signature), address and the date on the application, or other evidence of indebtedness, or your acceptance of these Terms and Conditions through an electronic transmission to us represents your signature, address and the date on these Terms and Conditions, which are incorporated herein by reference.

### 16. Governing Law

Your Elastic Account, including these Terms & Conditions and any dispute, is governed by Ohio law, except for conflict of laws rules, and applicable federal law.

### 17. Change in Terms

We may change the Terms & Conditions with notice to you as required by law. Notice may be provided at *Elastic.com* or by email to the address listed in your Elastic Account. Changes to Terms & Conditions may apply to your Elastic Account and any outstanding Balances, as well as to future Balances as permitted by law. By continuing to use your Elastic Account, you are accepting the change in terms. You may decline the change in Terms & Conditions by following the opt-out steps provided in the notice we send you by the deadline provided in the notice or by closing your Elastic Account. Go to [Paragraph 6](#) for information on closing your Elastic Account.

### 18. Transfer of Rights

We may assign or transfer your Elastic Account, or any of our rights in your Elastic Account, to another person or entity without notice or consent from you. The Balances and any rights in your Elastic Account are registered obligations and the right, title, and interest of each Holder and their assignees in and in respect of such Cash Advances (or any rights) will be transferable only when the transfer is recorded in the Register (as defined below). For the purpose of this section, a transfer will include a participation.

We will maintain at our principal office (or other office or agency as we may designate) a register (the **Register**). The Register includes the name and address of each person holding rights under, or participation in, your Elastic Account established by these Terms & Conditions (including any assignee or participant, a **Holder**) and the corresponding Balance and Finance Charge of any Cash Advances. The Register may be kept electronically. The portion of the Register applicable to your Elastic Account is available during normal business hours for inspection by you, any Holder and/or their respective representatives. The entries in the Register will be conclusive absent clear error, and you, us and any Holder will 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 these Terms & Conditions.

The Register will be kept, and your Elastic Account will be interpreted and enforced consistent with the intent that it 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 in these Terms & Conditions (including Treasury Regulations Sections 5f.103-1(c) and 1.871-14). You hereby appoint us, as your agent, to receive on your behalf from any Holder and other person holding participation rights in your Elastic Account, any applicable IRS Form, including IRS Forms W-8 and W-9 (and other successor forms).