

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	Version	ID
1.0 EN	78.0	66c783f712f4607b0a832105

Copy

Contract accepted by:

josereyecuevas14@gmail.com

Signer ID: josereyecuevas14@gmail.com

Email: josereyecuevas14@gmail.com

Date / Time: Oct 3, 2024 at 11:06 PM GMT

IP Address: 107.122.81.30

User Agent: Mozilla/5.0 (iPhone; CPU iPhone OS 17_5_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/17.5 Mobile/15E148 Safari/604.1

of

Original

LEASE-PURCHASE AGREEMENT

Lease Company (Lessor): SNAP RTO LLC P.O. Box 26561 Salt Lake City, UT 84126 Phone: (877) 557-3769	Lessee: Jose Reyes 9 Rio Senda St OR , 97882 Email: josereyescuevas14@gmail.com Phone: (458) 255-8644	
Application ID: 2410020B4QOR	Agreement Date: 10/03/2024	Property Condition: New
Description of goods being rented (the "Property") further explained in Exhibit A: P600x4 Punch 600 Watt 4-channel Amplifier		

AGREEMENT TO RENT WITH OPTION TO PURCHASE. By signing this Lease-Purchase Agreement (the "Agreement"), the undersigned Customer ("you" and "your") chooses to rent the Property from the Lease Company ("we," "us," and "our") according to the terms of this Agreement. You are obtaining the possession of the Property from Car Audio Pros - Umatilla (the "Retailer"). We own the Property unless and until you make the payments necessary to acquire ownership. You are renting the Property from us. You agree to obtain only new goods for personal, family or household purposes.

IMPORTANT LEASE-PURCHASE DISCLOSURES - INCLUDING COST AND PAYMENT

Processing Fee: \$ 39.00 If applicable, the Processing Fee is earned as of the execution of this Agreement and is not a payment toward the Cost of Rental. If you did not pay the Processing Fee at the time you signed this Agreement, it is included in the Regular Payments.	Required Initial Rental Payment: \$ 0.00 If applicable, the Required Initial Rental Payment covers the period that begins on the date you receive the Property and ends on the due date of the first Regular Payment. If you did not make the Required Initial Rental Payment at the time you signed this Agreement, it is included in the Regular Payments.
Initial Payment Due Today: \$ 39.00 This is the sum of the Processing Fee, Required Initial Rental Payment and any additional cash you elect to pay today.	
Cash Price: \$ 459.99 The Property is available at this price for cash from the Lessor, taking into account any non-	Cost of Rental: \$ 659.99 This is the amount over Cash Price that you will pay if you pay all required rental payments, plus any applicable initial payment or processing fee.

required initial payments you may have made.

Number, Frequency, and Amount of Regular Payments: 39 payments, payable every other week , consisting of:

- a. 38 Payments of \$ 27.72 and
- b. a final Payment of \$ 27.62

After you have made your Required Initial Rental Payment, if applicable, this is your periodic payment. Your first Regular Payment date will be at least seven days after the later of (i) 10/02/2024 (the "Expected Delivery Date"), and (ii) the date on which the Property is provided or delivered to you.

Total of Payments: \$ 1,119.98

This is the amount you will pay to own the Property if you make the Initial Payment Due Today and all Regular Payments through the end of the Maximum Rental Period. This amount does not include fees permissible under this Agreement, including returned payment fees. You may acquire ownership for less by taking advantage of an early purchase option.

100 -DAY OPTION PRICE: \$ 459.99

If you pay the 100 -DAY OPTION PRICE, in addition to any applicable processing or other fees, on or before 100 -Days from 10/02/2024 (the "Expected Delivery Date"), you will acquire ownership of the Property for that amount. After such date, the "Early Buy-Out Option" applies, and you may purchase the Property by paying us, in addition to amounts paid to date, the sum of (1) any past due and unpaid Regular Payments, initial payments and fees, plus (2) 70% of the amount by which the Total Cost exceeds all initial payments, if any, and scheduled Regular Payments through the date you exercise your option.

Minimum Rental Period; Your Right to Terminate:

There is no minimum rental period. You may terminate the rental of Property under this Agreement at any time without penalty by giving us written notice that you desire to terminate the rental and by returning or surrendering the Property to us.

Maximum Rental Period: 18 months

The Maximum Rental Period is the duration of the Agreement if all regularly scheduled payments are made. If you make all such payments and pay all fees that come due during this period, you will acquire ownership of the Property at the end of the Maximum Rental Period.

By signing, you agree that you received a legible copy of this Agreement. You agree to the terms of this Agreement, which includes without limitation the Additional Agreement Terms (including the Electronic Payment Authorization and the Customer Communications and Recordings sections, the Arbitration Clause set forth in Exhibit B, and the other terms, conditions and Exhibits referenced herein or attached hereto).

Customer Signature:

Digitally Signed By: Jose Reyes

Customer Email: josereyescuevas14@gmail.com

From Browser: Mozilla/5.0 (iPhone; CPU iPhone OS 17_5_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko)

Version/17.5 Mobile/15E148 Safari/604.1

Client IP Address: 107.122.81.30
Signed Date and Time: 2024-10-03 17:06:33.521162547

The Lease Company's authorized signature indicates the Lease Company has accepted the terms, conditions, and obligations of the Agreement and that the Lease Company agrees to this Agreement.



Snap RTO LLC
By: Robert Barnhart
Title: President

ADDITIONAL AGREEMENT TERMS

NOTICE: YOU ARE RENTING THIS PROPERTY. YOU WILL NOT OWN IT UNTIL YOU MAKE ALL OF THE REGULARLY SCHEDULED PAYMENTS OR YOU USE THE EARLY-PURCHASE OPTION. YOU DO NOT HAVE THE RIGHT TO KEEP THE PROPERTY IF YOU DO NOT MAKE REQUIRED PAYMENTS OR DO NOT USE THE EARLY-PURCHASE OPTION.

ADDITIONAL FEES.

In addition to any Processing Fee identified above, we may charge the following fees: We may charge a **Returned Payment Fee** of \$ 20.00 if any electronic payment authorized under this Agreement or otherwise by you is rejected or returned.

NO SECURITY DEPOSIT REQUIRED.

No security deposit is required under this Agreement.

RENTAL PERIODS; SUBSEQUENT TERMS; RENEWAL.

Subject to renewal as provided herein, your initial rental period expires on the first Regular Payment due date after the later of the Expected Delivery Date or the date on which the Property is provided or delivered to you. Thereafter, until (i) you obtain ownership of the Property as provided in this Agreement, (ii) you terminate this Agreement and surrender the Property in its original condition, less reasonable wear and tear, (iii) we terminate this Agreement in a manner permitted hereunder, or (iv) the end of the Maximum Rental Period, this Agreement will automatically and repeatedly renew for additional rental periods, each beginning the day following your most recent Regular Payment due date and continuing until the next Regular Payment due date. If we permit a revision to your Regular Payment frequency, the length of any subsequent renewal rental period will adjust accordingly.

RIGHT TO TERMINATE.

At any time, you may terminate your obligation to make future Regular Payments under this Agreement without penalty by providing us notice of termination of this Agreement and by surrendering to us the Property in its original condition, less reasonable wear and tear. The Property may include the value of certain services, like assembly, installation, or delivery, the costs of which are capitalized into the Property. If you surrender the Property, you surrender the value of any of these services and will not be required to make any further payments for them. We may terminate this Agreement at any time if you are in default of your payment or other obligations. Upon termination by either party, you must surrender the Property to us. In connection with any termination, you will continue to be obligated for all payments, fees and charges that are due or past due as of the date of termination. You must also pay any amount detailed under Lost, Stolen, Modified, Damaged or Destroyed Property below.

MAINTENANCE OF PROPERTY.

You are responsible for maintaining or servicing the property while it its being rented. In accordance with this Agreement, you will conduct all maintenance, repairs, upkeep and care.

WARRANTY.

If any manufacturer's or seller's warranty is in force when you acquire the Property, it shall be transferred to you if allowed by the terms of the warranty.

INSURANCE & LIABILITY DAMAGE WAIVERS.

We do not require you to purchase insurance or a liability damage waiver from us, and we have not provided insurance or a liability damage waiver to you.

LOST, STOLEN, MODIFIED, DAMAGED, OR DESTROYED PROPERTY.

You are responsible if the Property is lost, stolen, modified in a manner that reduces its value or damaged in excess of normal wear and tear or destroyed. If the Property is lost, stolen, modified, damaged or destroyed, you agree to pay us at once an amount equal to the least of: (1) the Property's fair market value, as of the time it is lost, stolen, modified, damaged or destroyed (determined by us, using an industry value guide we select, if any is available); (2) the amount you would need to pay at such time to exercise your early purchase option, calculated as of the date you notify us that the Property is lost, stolen or destroyed; or (3) in the case of damage, the cost of repair.

REINSTATEMENT RIGHTS.

If you are in default and/or the Property is surrendered or repossessed, you may reinstate this Agreement without losing any rights or options by paying: (i) all past due charges; and (ii) if allowed by applicable law, the reasonable costs of retrieval and redelivery if the Property has been retrieved. You may exercise your reinstatement right within (a) 10 days of your default if you have retained possession of the Property, or (b) within one year of your default if you have tendered surrender of the Property to us, such longer period provided to you under applicable law. Upon reinstatement, we will re-deliver the same Property, or to the extent that the same Property is unavailable, substitute it with merchandise of reasonably comparable worth, quality, and condition.

WARRANTIES.

We make no express warranty on the Property, and, unless prohibited by law, the following sentences apply. YOU ARE LEASING THE PROPERTY "AS IS". WE MAKE NO EXPRESS WARRANTIES ON THE PROPERTY. WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

DEFAULT, REPOSSESSION, AND OTHER REMEDIES.

You will be in default of this Agreement if:

- You do not pay any Regular Payment, fee or other amount under the Agreement when and as due.
- You give us any false or misleading information.
- You lose possession of the Property by confiscation, forfeiture or other involuntary transfer regardless of whether the Property is the subject of judicial or administrative proceedings.
- The Property is lost, stolen or damaged beyond repair.
- You assign the Agreement or transfer the Property, including as a result of death.
- Unless prohibited by law, you violate any Agreement term.

If you are in default under this Agreement, we may at our election, and subject to any waiting period imposed by law, take any actions permitted by law, including without limitation one of the following actions,

none of which will cure your default:

-Until you purchase the Property as provided in this Agreement, or the Property is surrendered, in each case as permitted under this Agreement, this Agreement shall continue to renew, and we may continue to charge you regular rental payments under the terms of this Agreement.

-We may take any action we believe to be necessary or advisable to protect our interest in the Property.

-We may require that you surrender the Property or peacefully repossess it wherever we may find it. We will give any repossession notices required by law. After repossession or surrender, we will hold the Property, subject to any right you may have under applicable law to cure the default or reinstate the Agreement.

TAXES.

You must immediately pay or reimburse us for all sales tax or other government charges related to the Property or this Agreement. We may add the amount to what you owe us under the Agreement. If you do not pay such amounts when they are assessed (unless such results from our failure to comply with our obligations), you must pay any penalties when due or reimburse us if we pay them.

TITLE.

We retain title to the Property unless and until you acquire ownership as provided herein.

ELECTRONIC PAYMENTS AUTHORIZATION. In your financing application, you provided us with payment card information corresponding to a deposit account, either via routing information tied to a Bank Account or a Debit Card (“Deposit Account”), and/or a credit card. The following authorization corresponds to the information you provided in that application and any replacement information you provide to us.

ACH Debits or Credit Card Debits for Payment(s). As of or after each Regular Payment due date (or on any alternative date to which you and we may later agree), you authorize us and our agents and service providers to initiate an electronic debit for the Regular Payment amount (or such modified amount as you and we may later agree) from your deposit account or credit card account ending in*****9445 or any subsequent account you provide to us. If any payment falls due on a non-Banking Day, it will be made on the succeeding Banking Day.

Reinitiated Payment Attempts. If any debit is returned unpaid, you authorize us to reinitiate such payment, subject to any limitations under applicable law, up to two additional times or any additional number of times permitted by applicable network rules. This includes reinitiating such payment, at our discretion, on your card account ending in NA , or any additional or subsequent card or account you provide to us. However, you agree that we are under no obligation to reinitiate any rejected debits. You authorize us to debit lesser amounts than your payment, based on your payment history.

Error Correction; Modified Payments. If we make an error in initiating any payment, you authorize us to correct the error by crediting or debiting your Deposit Account or card in the amount of the error on or after the date any such error occurs. Instead of or in addition to any payments described above, you authorize us to seek payment from the Deposit Account and/or card for any amount and on any date that you subsequently confirm by phone, text message or email.

Authorization to Vary Amounts of Payments. You have the right to receive advance written notice if any

payment we seek will vary from the amount authorized above. To exercise this right, please send a written request to the P.O. Box 26561, Salt Lake City, UT 84126. Unless you exercise the right to receive advance written notice of a varying amount, you authorize us to vary the amount of any scheduled payment so long as such payment is an amount less than 110% of the scheduled amount.

Bank/Card Imposed Fees. If any payment authorized above is dishonored or returned unpaid, you understand that your financial institution may charge you a fee, in addition to any Returned Payment Fee you may owe us. You agree that we will have no liability regarding any such fee. IF YOU DO NOT HAVE SUFFICIENT FUNDS TO COVER AN AUTHORIZED PAYMENT, PLEASE CALL US AS SOON AS POSSIBLE AT THE NOTICE TELEPHONE NUMBER SO THAT WE CAN TRY TO MAKE ALTERNATIVE ARRANGEMENTS WITH RESPECT TO THAT PAYMENT.

Revoking this Authorization.

YOU MAY REVOKE ANY AUTHORIZATION BY CALLING US AT CUSTOMER SERVICE PHONE OR BY WRITING US AT P.O. Box 26561, Salt Lake City, UT 84126 IN SUCH TIME AND MANNER AS TO AFFORD US A REASONABLE OPPORTUNITY (TYPICALLY THREE BUSINESS DAYS) TO ACT ON YOUR REQUEST . We may terminate your electronic payments authorization at any time for any reason,

including excessive returned payments. If you revoke any payment authorization or it is otherwise terminated, you will still be responsible for making any remaining payments that come due. To arrange for another method of payment, please call us at (877) 557-3769 .

Miscellaneous. You certify that you are an authorized signer on the Deposit Account and/or an authorized user of the card. If you inadvertently transpose a digit or make a similar error in providing us with information about a payment method, you authorize us to correct the error. Each charge to a card will be processed in U.S. dollars, and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate.

ACH Debits and/or Credit Card Authorization for Returned Payment Fee. You authorize us to debit \$ 20.00 for any returned payment fee.

NON-WAIVER.

We do not waive our rights or remedies under this Agreement by failing to exercise them at any time.

CUSTOMER COMMUNICATIONS AND RECORDINGS:

You authorize us (which for purposes of this section also includes our affiliates, and our and their respective service providers, successors and assigns) to use automated telephone dialing, text messaging and e-mail systems to communicate with you at the telephone number(s) and e-mail address(es) you have provided in this Agreement or in any application for a lease with or through us and at any telephone numbers or email addresses that you subsequently provide to us with information relating to this Agreement, your other agreement(s) or account(s) held now or in the future by or through us and other important information regarding your relationship with or through us ("Communications"). Communications might include, for example, messages relating to scheduled or missed payments. You also agree that Communications to your phone may contain prerecorded or artificial voice messages. You understand that Communications to a telephone may be played by a machine automatically when the telephone is answered. These messages may also be recorded by your answering machine. You understand that, notwithstanding our efforts to communicate only with you, anyone with access to your telephone may be able to listen to these messages or read any text

messages that we send to you. You also understand and agree that, subject to applicable law, we may monitor and/or record any of your phone conversations with any of our representatives for training, quality control, evidentiary, and any other purposes. However, we are not under any obligation to monitor, record, retain, or reproduce such recordings, unless required by applicable law. You acknowledge that, when you receive Communications from us, you might incur a charge from the company that provides you with telecommunications and/or data services. You agree that we will not be liable for any fees, inconvenience, annoyance or loss of privacy in connection with any Communications. If any telephone number you have provided to us changes, or if you cease to be the subscriber or customary user of any such telephone number, you agree to immediately give us notice of such by calling us at (877) 557-3769 so that we may update our records. You understand that this consent to receive automated Communications is an essential provision of this Agreement. To the extent you have the right under applicable law to revoke this consent, you may do so only by contacting us at (877) 557-3769 or P.O. Box 26561, Salt Lake City, UT 84126, or at any telephone number or address we subsequently provide to you.

ENTIRE AGREEMENT, NO ADDITIONAL PROMISES, WRITTEN AND SIGNED CHANGES ONLY.

This Agreement, together with the Exhibits provided herewith, is our entire agreement. We have made no promises to you not contained in this Agreement or in such other documents. Any change to this Agreement must be written and signed by you and us.

CUSTOMER MODIFIED PAYMENT DATES AND FREQUENCY.

The dates for, frequency of, number of and amount of Regular Payments in this Agreement are based upon the payday information you provided with your application. You may contact our customer service department or if available use automated means to request a change of the scheduled dates for and frequency of Regular Payments. If we accept a change in the scheduled dates for or frequency of Regular Payments, the amount of each Regular Payment will automatically be modified so that that total cost or total of payments, and the period over which the total cost or total of payments is paid, will remain the same as prior to the requested change. Any references in this Agreement to the number, frequency, timing and amount of Regular Payments refers to such number, frequency, time and amount as may be modified by the Lease Company at your request.

SEVERABILITY.

If a court or other dispute resolution body finds any part of this Agreement to be void or unenforceable, this Agreement is to be read as if that part were never a part of this Agreement. The rest of the Agreement will be enforceable.

PROHIBITED ACTS.

Unless and until you acquired ownership of the Property, you will keep the Property free from any liens or claims and will not sell, pledge or pawn the Property. To the extent use of the Property requires any minimum criteria for use, including for example a permit, license, or minimum age, you will not allow any improper use of the Property. You will not use the Property for commercial purposes.

ASSIGNMENT.

You may not assign this Agreement or, prior to acquiring ownership, transfer the Property without our prior written permission. We may assign this Agreement and all of our rights under this Agreement. Any person we assign it to may reassign it.

ACCORD AND SATISFACTION.

Any statement accompanying your payment to the effect that your balance is paid in full will not bind us. Our deposit of any such payment will not constitute an accord and satisfaction, and we may apply the payment to

your account.

RECEIPT.

Upon your request, we are required to provide you with a written receipt for each payment made.

GOVERNING LAW.

The law of the state in which you reside when you signed this Agreement and applicable federal law will govern the Agreement and the interpretation of it, except that the Federal Arbitration Act expressly governs the Jury Trial Waiver and Arbitration Clause. You acknowledge that you reside at the address listed above on the Agreement Date.

CONSUMER REPORT.

You have authorized us to obtain one or more consumer reports on you in connection with this transaction.

CREDIT REPORTING.

We may report information to credit bureaus or other third-parties about your account, including late or missed payments, and any positive or negative account information may be reflected in your credit report.

INDEMNIFICATION.

You agree to indemnify us and hold us and our assignees, agents, and insurers harmless from all damages, injuries, claims, demands, and expenses, including reasonable attorney's fees to the extent permitted by law, arising out of the condition, maintenance, use or operation of the Property, including a claim under the strict liability doctrine.

NOTICES.

Any written notices to us under this Agreement should be sent to Snap Finance LLC, ATTN: Customer Service, PO Box 26561, Salt Lake City, UT 84126, or upon written notice to you, to any address that is later designated in such notice. Any telephone calls to us should be made to 1-877-557-3769, or upon written notice to you, to any telephone number that is later designated in such notice. Our formal notices to you will be sent to email address or, if required by law the street address, set forth on the first page of this Agreement or to any address that is later designated to use by you in writing or another documented method.

Print and retain a hard copy or electronic copy of this Agreement

EXHIBIT A

Invoice:5643

Products:				
Model	Description	Qty	Price	Extended Price
P600X4	P600x4 Punch 600 Watt 4-channel Amplifier	1	\$ 459.99	\$ 459.99

Sub Total: \$ 459.99

Sales Tax: \$ 0.00

Total Invoice: \$ 459.99

EXHIBIT B
Arbitration Clause

JURY TRIAL WAIVER AND ARBITRATION CLAUSE. We have put this Jury Trial Waiver and Arbitration Clause (this "Clause") in a question-and-answer format to make it easier to understand. However, this Clause is legally binding on you and on us.

Background and Scope		
What is arbitration?	An alternative to court.	In arbitration, a neutral third party ("Arbitrator") resolves Disputes in a hearing. You, related third parties and we, waive the right to go to court. Such "parties" forgo jury trials.
Is it different from court and jury trials?	Yes.	The hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called "discovery." The decision is final. Courts rarely overturn Arbitrators.
Can you opt out of this Clause?	Yes, within 30 days.	If you do not want this Clause to apply, you must send us a signed notice within 30 calendar days after the date you signed your Agreement. You must send the notice in writing to Snap Finance LLC Attention: Arbitration. P.O. Box 26561, Salt Lake City, UT 84126 (or any subsequent address we provide to you) (the " Notice Address "), or via email to legal@snapfinance.com , with the email subject "Arbitration." Provide your name, address, account number and date. State you opt out of the Clause. If you opt out, it will only apply to the Clause in that Agreement.
Who does the Clause cover?	You, us, and others.	This Clause governs the parties, their heirs, successors, assigns, affiliates, employees, officers and directors, and Retailer or other third parties related to any Dispute.
Which Disputes are covered?	All Disputes.	In this Clause, the word " Disputes " has the broadest possible meaning. This Clause governs all "Disputes" involving the parties. This includes all claims arising from or related to your application and Agreements with us or the relationships resulting therefrom. This includes claims related to information you previously gave us. It includes all past agreements. It includes, as may be applicable, any additional periods, extensions, renewals, and plans. It includes claims related to damaged property, buyout, reinstatement, loss, damage, warranty, maintenance, collection, possession, privacy, and customer information. "Disputes" includes, but is

		not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek individual relief of any type, including damages and/or injunctive, declaratory or other equitable relief. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not an Arbitrator to decide. But a Dispute about this Agreement as a whole is for an Arbitrator, not a court, to decide.
Are you and we waiving rights?	Yes.	<p>For Disputes that you or we elect to arbitrate under this Clause, you and we <u>waive</u> (give up) our rights to:</p> <ol style="list-style-type: none"> 1. Have juries resolve Disputes. 2. Have courts, other than small-claims courts, resolve Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Without our consent (and except for Group Arbitrations described below) join a Dispute that you, we or other covered parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration.
Can you or another consumer start a class arbitration?	No.	<p>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes that are arbitrated must be decided in an individual arbitration. You may not pursue any type of collective action or class action against us in arbitration.</p>
What law applies?	The Federal Arbitration Act ("FAA").	<p>This transaction involves interstate commerce. Thus, the FAA governs. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all individual remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief (but only in favor of the party seeking relief and only to the extent necessary to provide relief</p>

		warranted by that party's individual claim), and attorneys' fees and costs.
Must the parties try to resolve Disputes first?	Yes.	We can try to solve Disputes if you call us at (877) 557-3769. If this doesn't resolve the Dispute, before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing to the Notice Address. You or an attorney you have personally hired must sign the notice and must provide the account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to try to settle the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after written notice of the Dispute is received, the complaining party (the " Claimant ") may commence a lawsuit or an arbitration, subject to the terms of this Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party (the " Respondent ") can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Can Disputes be litigated?	Sometimes.	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Either party has the right to go to small-claims court or an equivalent court, so long as the Dispute is and remains an individual Dispute pending only in that court; but if the Dispute is transferred, removed or appealed to a different court, it will be subject to arbitration.</p> <p>Both parties may use lawful self-help remedies. This includes set-off or repossession and sale of any Property. Both parties may seek remedies in court which don't claim money damages or other forms of monetary relief. This includes pre-judgment seizure or individual injunctive relief but does not include equitable monetary relief. Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that or any related or unrelated lawsuit (including a Dispute initially</p>

		asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Clause.
Will this Clause continue to govern?	Yes, unless otherwise agreed.	The Clause stays effective, unless you timely opt out by following the process described above (see “Can you opt-out of this Clause?”). The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if you terminate, if you reinstate, and if you return the Property. It governs if your Agreement is impacted by bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

Process, Arbitration Fees, and Awards

Who handles the arbitration?	AAA or an agreed Arbitrator.	Arbitrations will be conducted under this Clause. Except for some group arbitrations (“Group Arbitrations”) of common issues of law or fact (“Common Issues”) conducted without an arbitration administrator, as described below, arbitrations will also be subject to the rules of the arbitration administrator in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Clause do not apply. The arbitration administrator (if any) will be either: (1) the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; or (2) any other company picked by agreement of the parties. If both of the above options are unavailable, a court will pick the administrator (if any). No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Arbitrator that would permit class or representative arbitration under this Clause. The Arbitrator will be selected under the rules of the administrator (if any). However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. We may waive any rights under this Clause, either on our own or at your request.
Will the hearing be held nearby?	Yes.	The Arbitrator will order the hearing within 30 miles of your home or where the transaction occurred.
What about	Appeals are	The Arbitrator's decision will be final. A party may file the Arbitrator's

appeals?	limited.	award with the proper court. . A party has a limited right to appeal under the FAA. If the amount in controversy exceeds \$50,000.00, a party may appeal the Arbitrator's finding. Such appeal will be to a 3-Arbitrator panel from the same arbitration group. The appeal will be de novo and resolved by majority vote. The costs of an appeal shall be paid in accordance with the section titled "Will we advance your Arbitration Fees?"
Do arbitration awards affect other disputes?	No.	You and we agree that no arbitration involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.
Will we advance your Arbitration Fees?	Under certain circumstances.	We will agree to pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and send us a written request at the Notice Address. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause.
Will you have to repay Arbitration Fees we advanced if you win?	No.	If the Arbitrator awards you funds or other relief, you don't reimburse us any Arbitration Fees that we advanced to you.
Will you have to repay Arbitration Fees we advanced if you lose?	No, unless you acted in bad faith	The Arbitrator can require you to pay our fees if: (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal fees resulting from a bad faith breach of this Clause, if a court or arbitrator determines that assessing such fees to be warranted under the circumstances and the power to assess such fees does not make this Clause invalid.

<p>Can you ever recover your attorneys' fees?</p>	<p>If applicable law permits</p>	<p>You pay your own attorneys' fees and legal expenses unless the Arbitrator decides that we must pay them under applicable law.</p>
<p>Can an award be explained?</p>	<p>Yes.</p>	<p>A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.</p>
<p>What happens if a part of this Clause cannot be enforced?</p>	<p>It depends.</p>	<p>If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that:</p> <ol style="list-style-type: none"> 1. If a court rules that the Arbitrator can decide a claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Clause will be void; and 2. If you bring a claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. <p>In no event will a claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.</p>
<p>Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?</p>	<p>Sometimes.</p>	<p>It is possible that many Claimants will pursue or threaten Disputes against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Clause are designed to address this problem.</p> <p>Any group of 30-250 Claimants who have given demands that involve Common Issues and are not already participating in individual arbitrations under this Clause may form a "Qualifying Group" to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 30-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall</p>

		<p>be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a “Group Arbitration Notice”). All rights and duties of a Qualifying Group under this Clause will be exercised or performed by a majority of the members of the Qualifying Group (a “Group Majority”) or a Qualifying Group representative appointed by a Group Majority (a “Group Agent”).</p> <p>In the event a new Claimant asserts a claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group.</p> <p>Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Arbitrator must be appointed for each Group Arbitration, and no single Arbitrator may hear more than one Group Arbitration of the same Common Issues. Claims on a class basis or claims for public injunctions may not be heard or decided in Group Arbitrations.</p> <p>Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Clause. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Arbitrator fees. For 15 days after receiving final fee and charge information from the AAA, either we or the Qualifying Group may elect for the Group Arbitration to be conducted without the assistance of the AAA, in accordance with the provisions set forth under the caption “What happens if a party wishes a Group Arbitration to be conducted without an administrator?”</p>
<p>Who bears arbitration costs in Group Arbitrations?</p>	<p>Usually, we do.</p>	<p>We will agree to pay all filing, administrative, hearing and Arbitrator fees in Group Arbitrations if you act in good faith. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause.</p>

<p>What happens if you are a Claimant in a Qualifying Group but have a Dispute that cannot be resolved in a Group Arbitration?</p>	<p>The Dispute can be resolved in a lawsuit or an arbitration under this Clause.</p>	<p>After a Group Arbitration, any Dispute that cannot be resolved in the Group Arbitration will be subject to this Clause. Before initiating a lawsuit or arbitration with respect to such Dispute, the Claimant must give the Respondent a new notice and opportunity to resolve the Dispute, as described under the caption “Must the parties try to resolve Disputes first?”</p>
<p>What happens if a party wishes a Group Arbitration to be conducted without an administrator?</p>	<p>Special rules will apply.</p>	<p>If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without AAA, we and the Qualifying Group shall try to agree upon an Arbitrator to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon an Arbitrator within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of an Arbitrator. The court shall give due regard to the qualifications of the Arbitrator and the fees charged by the Arbitrator. Arbitrator fees exceeding the Arbitrator fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Arbitrator must be a lawyer with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree.</p> <p>Once an Arbitrator has been selected and retained, such Arbitrator will commence and conduct the Group Arbitration in accordance with this Clause and, to the extent not inconsistent with this Clause:</p> <p>(a) Rules R-2, R-7 through R-9, R-14 and R-18 through R-54 of the AAA’s Consumer Arbitration Rules, Amended and Effective September 1, 2014 (even if subsequently revised), available online at adr.org/consumer or available from us (the “Governing Rules”); and (b) such additional procedures as the Arbitrator shall adopt.</p> <p>However:</p> <ol style="list-style-type: none"> 1. The AAA shall have no role in the arbitration and no filings with or notices to the AAA shall be required. Such filings will be made with the Arbitrator or not at all, as the circumstances shall dictate. 2. Subject to subsection (1), any reference to the AAA in the Governing Rules shall be deemed to refer instead to the Arbitrator or, if a function delegated to the AAA under the

		<p>Governing Rules cannot reasonably be performed by the Arbitrator, whether by virtue of a conflict of interest or otherwise, by a court with jurisdiction. Any objection to the Arbitrator under R-19 shall be decided by a court with jurisdiction.</p> <ol style="list-style-type: none"> 3. No administrative fees under R-4 shall be payable. 4. Despite R-29, an in-person or telephonic hearing shall be held upon agreement of the parties or for good cause shown. 5. Despite R-33, the Arbitrator may allow the filing of a dispositive motion without prejudging the likelihood of success. 6. Despite R-40 and R-42, the Arbitrator may extend the applicable time limits in unusual and extreme circumstances. 7. R-43(c) shall not apply. <p>The Costs of Arbitration and fee sections of the Governing Rules shall not apply, provided that the Arbitrator Compensation terms shall be used as guidelines.</p>
--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Other Options

<p>If you don't want to arbitrate, can you still get a transaction?</p>	<p>Yes. You can get our services and decide not to arbitrate.</p>	<p>Consider these choices:</p> <ol style="list-style-type: none"> 1. Informal Dispute Resolution. Contact us, and attempt to settle any Disputes. 2. Small-claims Court. Seek to resolve Disputes in small-claims court, within state law limits. 3. Get a Lease Without the Clause. Write to us and ask for an Agreement without the Clause. 4. Opt-Out of Arbitration. Sign and then timely opt-out following the directions above (see "Can you opt-out of this Clause?"). Opting out of this Clause will not affect any other provision of your Agreement.
--------------------------------------------------------------------------------	--------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Original