

# TERMS OF SERVICE

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.**

## **1. Terms of Service for All Information and Services on the Site**

These terms and conditions ("Terms of Service") govern your use of this Site. By accessing, viewing, or using any material or content on this Site, you agree that you understand and intend these Terms of Service to be the legal equivalent of a signed, written legal contract between you and Peoples Credit Inc. (PCI), and equally binding, and that you accept such Terms of Service and agree to be legally bound by them WITHOUT LIMITATION OR QUALIFICATION.

If you do not agree with each of the Terms of Service specified herein, you are not granted permission to use the Site and must exit this Site immediately.

"Site" means and includes any and all websites maintained by PCI, which includes Peoples Credit Inc. and all of its subsidiaries and affiliates.

The terms "we," "us," or "our" mean and include any and all PCI entities. The term "you" refers to you as an individual person and, in the case of a corporation or other business entity, that business entity and you as a person authorized by the business entity to enter into and bind the business entity to these Terms of Service.

We reserve the right, at our sole discretion, to update or revise these Terms of Service. You agree to accept notice of any changes and you agree to any changes to these Terms of Service by the posting of a modified Terms of Service on this Site. Please check these Terms of Service regularly for changes or modifications.

You may contact us using the contact information located in the last section of this Terms of Service, entitled "Contact and Notification Information."

## **2. We Do Not Have Responsibility for Links to Content Provided by Others**

LINKS TO OTHER INTERNET WEBSITES PROVIDED BY THIRD PARTIES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT IN ANY LINKED WEBSITE IS NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR IT.

This Site may, from time to time, contain links to other sites such as banner advertisements or hyperlinks which we do not own or control, but which we provide for your convenience. If you visit a link to another website, you do so at your own risk subject to the conditions of use set by that website. We reserve the right to terminate a link to another website at any time. The fact that we provide a link to a website does not necessarily mean we endorse, authorize or sponsor that site, or that we are affiliated with the site's owners or sponsors.

You may not link to this Site without our written permission. If you wish to link to this Site, please contact us using the Contact and Notification Information at the end of this Terms of Service.

## **3. Electronic Consent/Electronic Signature**

By clicking on any button indicating an acceptance or agreement to these Terms of Service or your continued use of this Site, you are consenting, acknowledging and agreeing to the stated terms of service and the terms and conditions of any submissions made to us by or through this Site. If you apply to us for credit or you request account services or information from us by or through this Site, you will be given the option of also consenting, acknowledging and agreeing to receive important notices, disclosures and other communications in electronic form (either by email or via the Internet) and signing electronically as provided for in the eConsent Agreement which is part of the application or enrollment process.

## **4. Our Proprietary Rights and Your Restricted Use**

This Site's content, including but not limited to all music, images, icons, text, software, logos, expressions and ideas, is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, this Site's content is protected by patent and trademark laws, the laws of privacy and publicity, and various communication regulations and statutes. You are not authorized to post on or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, immoral or profane material, or any other content that could give rise to any civil or criminal liability under the law.

Any commercial use of this Site or its content beyond the specific use licensed herein or by written authorization from us is prohibited. You may print a copy of the information contained on this Site only for your personal use subject to the following: (i) you may not reproduce or distribute the text or graphics to others or substantially copy the information on your own server without the prior written permission of PCI; (ii) you may not modify the content or make derivative works therefrom; and (iii) you must retain on all copies all copyrights, service marks and other proprietary notices. This right may be revoked at any time.

## **5. We Do Not Allow You to Use Service Marks Referenced in This Site**

The trademarks, service marks, tradenames and logos ("Marks") used and displayed on this Site are our registered and unregistered Marks owned by PCI. Certain trademarks, service marks and names ("TP Marks") used on this Site are the property of third parties. Other than as specified in the preceding section, and notwithstanding any other information on this Site, you are not allowed to use any Mark or TP Mark, by implication, estoppel, or otherwise, and you are not granted any license or right to use any Mark or TP Mark without our written permission. No Mark may be used in any way, including in hyperlinks, advertising or publicity pertaining to distribution of materials on this Site, without our prior written permission.

## **6. Our Liability Is Limited**

Although we try to provide accurate and timely information on this Site, there may be inadvertent, technical or factual inaccuracies and typographical errors. Furthermore, there are certain aspects of web usage, e-mail, your computer and your link to the Internet which we cannot control. We therefore make no representation that the operation of this Site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors or loss. For these reasons we cannot warrant the accuracy, completeness or timeliness of the information, text, graphics, links or other items on this Site or the privacy of responses to you via e-mail.

Customers and potential customers are invited to contact us or our agents by non-Internet means for important personal transactions. However, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS SITE, OR FROM YOUR USE OF, OR INABILITY TO USE, THIS SITE BY ANY PERSON; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; OR DISCLOSURE OF INFORMATION DURING REPLY TO YOU BY E-MAIL OR OTHER ELECTRONIC MEANS; EVEN IF PCI OR REPRESENTATIVES THEREOF ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdiction, our liability is limited

to the greatest extent permitted by law. 3 THIS SITE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that your reliance on any Site content regarding individual prices of bonds, stocks or securities shall be at your own, sole risk.

WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY VIRUSES THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THIS SITE, THE WEB OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS SITE OR THE WEB. WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY VIRUSES THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THIS SITE, THE WEB OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS SITE OR THE WEB. WE DO NOT WARRANT NOR REPRESENT THAT YOUR USE OF MATERIALS DISPLAYED ON THIS SITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

We reserve the right to make changes to any content or to the Terms of Service of this Site at any time and without notice.

#### **7. Information, Products and Services Offered are Subject to Our Acceptance**

Information on this Site is not intended for distribution to, or use by, any persons or entities in any jurisdictions or countries where such distribution or use are not authorized or licensed, or where any content of or transaction on this Site is unlawful. Users of this Site do so on their own initiative and are responsible for compliance with local laws. None of the products or services referenced on this Site shall constitute an offer to contract or an offer of credit. This Site may provide general information about PCI and the products and services offered by PCI or its affiliates. Information on the Site does not constitute an offer to sell or a solicitation of any particular product or service. Some products and services may not be available in all states, and the products and services are generally not available for purchase outside the United States. Your eligibility for particular products and services is subject to final determination, restrictions and acceptance by us or the affiliate that issues the product or service.

PCI may discontinue or make changes to the information, products, licenses or services described herein at any time. Any dated information is published as of its publication date only. PCI does not undertake any obligation or responsibility to update or amend any such information. PCI reserves the right to terminate any or all offerings without prior notice to the user. Furthermore, by offering information, products or services via this Site, no solicitation is made by PCI to any person to use such information, products or services in jurisdictions where the provision of information, products or services is prohibited by law.

#### **8. You Authorize Us to Collect and Use Information About You**

You hereby authorize PCI to collect aggregate information which is not personally identifiable to you about your use of this Site. You also authorize us to use information which is personally identifiable to you (or others) that you send us to provide any service you request. The PCI Privacy Policy, hereby incorporated by reference into this Agreement explain the policy applicable to the information that is collected through the Site, received directly from you or transmitted to or from third parties. 4

#### **9. No Client, Fiduciary or Professional Relationship is Established by Providing Information On This Site**

We make every reasonable effort to provide you with sound information at our Site. We also invite you to make personal contact with us via non-Internet means. However, limitations of the Internet do not allow us to establish a client, fiduciary or professional relationship with you through this Site. Accordingly, we require that:

YOU AGREE THAT NO CLIENT, ADVISORY, FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED, IMPLIED OR ESTABLISHED BETWEEN YOU AND PCI AND THAT YOU AGREE AND UNDERSTAND THAT NO PERSON OR ENTITY IS, IN CONNECTION WITH THIS SITE, ENGAGED IN RENDERING AUDITING, ACCOUNTING, INVESTMENT, SECURITIES, TAX, LEGAL ADVICE OR CONSULTING OPINIONS AND THAT YOU WILL CONSULT APPROPRIATE LICENSED PROFESSIONALS FOR OPINIONS AND ADVICE RELATING TO THE SPECIFIC FACTS, LAWS AND ROLES WHICH MAY APPLY IN YOUR SPECIFIC CASE. We invite you to contact us via non-Internet means regarding critical information using the contact information in Section 22 of these Terms of Service.

#### **10. Arbitration and Disputes in Illinois**

You hereby agree that all disputes and causes of action arising out of use of this Site may be arbitrated (at the sole discretion of PCI) by a single arbitrator selected by PCI and conducted in Plano, Kendall County, Illinois, or such other location, as PCI may choose in its sole discretion, under the rules of the American Arbitration Association ("AAA") and the Illinois Rules of Civil Procedure with limited discovery. The judgment of the arbitrator shall be binding and executable in any civil court. PCI will pay to AAA arbitration fees in excess of the first \$500 U.S. dollars for you once you have paid \$500 to AAA, but in no case more than a total of \$3,000 arising out of any single, group or class cause of action. The losing party shall pay all costs and fees. Equitable actions for temporary restraining orders or injunctions may be instituted in the Circuit Court of Kendall County, Illinois concerning the use, misuse or improper dissemination of information. You agree to submit to personal jurisdiction in Plano, Kendall County, Illinois, and that the venue of any lawsuit, dispute or cause of action of any kind or in any forum, whether arising in tort, contract, or otherwise, including but not limited to actions arising out of any use, inability to use or viewing of this Site, or the terms or subject matter of this Terms of Service shall be in Plano, Kendall County, Illinois, or such other venue as may be determined by PCI in its sole discretion, and that the law to be applied shall be the law of Illinois, without regard to conflict of law principles.

#### **11. Failure to Exercise Rights Does Not Constitute Waiver**

No failure, omission or delay on the part of PCI in exercising any right under this Agreement will preclude any other further exercise of that right or other right under this Agreement.

#### **12. You Agree to Changes and Amendments by Posting on this Site**

PCI reserves the right to change these Terms of Service or any Site content at any time without notice and in our sole discretion, by (1) posting a change notice or a new Terms Of Service on our Site, or (2) using commercially reasonable efforts to notify you via email, if provided. Any change to these Terms of Service shall be effective as to you or any user who uses this Site without notice, by posting of the Terms of Service as changed on this Site, with or without notice of any specific changes. You agree that you will comply with these Terms of Service as they may be modified from time to time by PCI by checking for modifications on this Site, whether or not you have received notice of any changes by e-mail or otherwise. If any modifications of this Terms of Service are unacceptable to you, 5

your only recourse is to terminate use of this Site immediately. Your continued use of this Site following your receipt of notice of any modifications will constitute binding acceptance of any modification. Any inconsistent terms between these Terms of Service and any subsequent modifications or Terms of Service posted on this Site shall be controlled according to the latest posting.

### **13. No Use of Site By Minors**

No person under the age of 18 may use this Site. We do not knowingly solicit business by minors or children and request that any person under the age of 18 have their parent or responsible adult contact us. If you are under age 18 please leave this Site immediately. You agree to report all information you have about any person under 18 who uses this Site to us immediately using the Contact and Notification Information below.

### **14. Confidentiality of Internet Not Guaranteed**

Although we try to protect information you send us, we cannot guarantee that information sent over the Internet is completely confidential. There are certain aspects of Internet usage, your computer and your links to the Internet we cannot control. Therefore, transmission of information to us on the Internet must be undertaken at your own risk.

### **15. Communications to You by Us**

We will respond to your inquiries and questions via e-mail if you provide us with an e-mail address. However, be advised that information sent by e-mail may not be completely confidential not only because of certain aspects of electronic transfer, but also because others may have access to the computer or e-mail address to which the e-mail response is sent. Unless you specifically state in capital letters within your inquiry as follows: "DO NOT RESPOND TO THIS INQUIRY BY E-MAIL", you hereby consent to response to your inquiries and questions via e-mail in view of the risks inherent in using e-mail.

### **16. Competitors May Not Use This Site**

You agree that you are not a competitor of PCI in the insurance and financial services industry. Competitors and their employees, agents, and contractors may not use this Site for any purpose. Employees of competitors may use this Site for their personal use so long as information is not disclosed to a competitor business, used for a commercial purpose or used for any purpose of competing with PCI.

### **17. Entire Agreement**

These Terms of Service comprise the entire agreement between you and PCI. There are no agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter of these Terms of Service or in consideration hereof that are not merged herein or superseded hereby. These Terms of Service shall not be modified, terminated, or discharged except by written instrument signed by authorized representatives of the parties hereto.

### **18. Termination Of Service**

We reserve the right in our sole discretion to terminate, restrict, or suspend this Site, service, access or information for you at any time for any reason without prior notice or liability.

## **Electronic Consent Agreement**

(CONSENT AGREEMENT FOR USE OF ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND COMMUNICATIONS AND FOR ACH & DEBIT CARD DISBURSEMENT)

If you choose to apply for a loan through Peoples Credit Inc (PCI), from time to time you will receive disclosures, notices, documents, and information from the Peoples Credit Inc. (hereinafter collectively referred to as "(PCI)" "we" or "us").

### **Electronic Documents and Signatures – Consent:**

We are required or allowed to provide you with certain written disclosures, documents and information pertaining to your transactions with us ("Required Information").

Under the federal E-SIGN Act and related state laws, with your consent, we can deliver such Required Information to you electronically and can use electronic records and electronic signatures in connection with your transactions with us. Therefore, please review the terms of this Electronic Consent Agreement prior to giving your consent and retain a copy of this Electronic Consent Agreement for your records.

If you do not want to receive the Required Information electronically, or do not want to use electronic signatures in connection with your transactions with us, you should not agree to the terms of this Electronic Consent Agreement. If you do not consent to receiving the Required Information electronically, or do not consent to the use of electronic signatures in connection with your transactions with us, we will not be able to proceed with the acceptance and processing of your transaction or online account services.

If you want to proceed with your loan application via the Internet, you must consent to receiving the Required Information electronically before we can provide it to you electronically. Your consent will apply to all your transactions with us and any Required Information we provide or make available to you. Your consent also permits the general use of electronic records and electronic signatures in connection with all your transactions with us.

### **Required Information You Will Receive Electronically:**

By providing your consent under this Agreement, you agree that we may provide you with the following Required Information solely in electronic form: Any contracts, documents, or disclosures required by law or provided by us, including, without limitation, any loan or insurance disclosures, documentation, statements and other transaction-related communications and disclosures.

### **Paper Copy of Required Information Available Upon Request - No Charge:**

If you consent to receive the Required Information electronically, you can also request a paper copy of the Required Information by contacting us, by phone, at 630-552-7974. We will not charge you any fees for providing a paper copy of the Required Information. Your consent does not mean that we must provide the Required Information electronically - only that we may do so. We may, at our option, deliver Required Information on paper, if we choose to do so. We may also require that certain communications from you be delivered to us on paper at a specified address.

**ACH/DEBIT CARD Disbursement:**

If you consent to proceed with this transaction electronically and provide your bank routing and account number, you consent to the electronic disbursement of any and all loan proceeds directly to your bank account via Automated Clearing House transaction. If you consent to DEBIT CARD Disbursement and provide all necessary data to execute DEBIT CARD Disbursement of any and all loan proceeds directly to your bank account via DEBIT CARD transaction.

**Withdrawing Your Consent:**

You may withdraw your consent to receive Required Information electronically or to the use of electronic signatures in connection with any future transactions with us at any time. We will not charge you any fees for withdrawing your consent. If you decide you do not want to receive Required Information electronically, or do not want to use electronic signatures in connection with any future transactions with us, you may withdraw your consent by contacting us, by phone, at 630-552-7974.

**Updating Your Contact Information:**

If you consent to receive Required Information electronically, we will contact you at the e-mail address you have provided to us. If you change your e-mail address, you must provide your new e-mail address to us by contacting us, by phone, at 630-552-7974.

**System Requirements to Access the Required Information:**

To access the Required Information being provided to you electronically, you must have the following:

1. A personal computer or mobile device with internet access and one of the following operating system web browser combinations installed:  
Microsoft Windows 7 or higher with:  
Microsoft Internet Explorer 11 or higher: Mozilla Firefox 27 or higher Google Chrome 38 or higher  
Microsoft Windows Vista or higher with: Mozilla Firefox 27 or higher Google Chrome 38 or higher  
Microsoft Windows XP Professional SP3 or higher with: Mozilla Firefox 27 or higher Google Chrome 38 or higher  
Apple Mac OS X 10.9 (Mavericks) or higher with: Apple Safari 7 or higher Mozilla Firefox 27 or higher  
Google Chrome 38 or higher Android 5.0 (Lollipop) or higher with: Chrome for Android 38 or higher  
Apple iOS 5 or higher with: Mobile Safari 5 or higher Google Chrome 38 or higher
2. The ability to receive e-mail that contains hyperlinks to Websites in order for us to deliver information to you. Software which permits you to receive, print and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®. If you do not have such software, copy and paste the following link into your browser to get a free version of Adobe acrobat reader download <https://get.adobe.com/reader/>
3. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or the ability to print PDF files from your computer or mobile device

**Electronic Communications:**

We may contact you by telephone, electronic message/SMS, text message, I-message, email or other forms of electronic communication to process your application, for account servicing or collections, to tell you about financial products and services and for other business purposes.

**Consent:**

I agree to be bound by the terms of this Electronic Consent Agreement and confirm that I have computer hardware and software that meets the requirements listed above. I also consent to receiving Required Information electronically and to the use of electronic records and signatures in connection with my transaction(s) with (PCI) s in place of written documents and handwritten signatures and to electronic communications and ACH (electronic) disbursement to my bank account of loan proceeds. Revised 6-13-2019

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this mean for you: When you open an account, we will ask for you name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**By signing this application:** I authorize Peoples Credit Inc to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I authorize Peoples Credit Inc to obtain credit report for the purpose of reviewing or taking collection action on the, or for other legitimate purposes associated with servicing and/or collecting the account. account **this will place a hard inquiry on my credit report which may impact my credit score**

**Monitoring, Recording, and Collection Communications** I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and or/ automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application. Revised 6-13-2019

#### TEXT MESSAGES TERMS OF USE

- Receiving text messages: You are receiving text messages because you consented to receiving text messages at the time of your application for a loan with Peoples Credit Inc.
- Text STOP to receive no further text messages.
- Text messages are free to the recipient on a free to end user short code. However, if the recipient clicks on a link within the text message, data charges may apply.
- Major Carriers Supported: AT&T, Sprint, T Mobile, Verizon

Minor Carriers Supported: Aio Wireless, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Boost Mobile, Carolina West Wireless, CellCom, Cellular One of East Central IL (ECIT), Cellular One of Northeast Arizona, Cellular One of Northeast Pennsylvania, Chariton Valley Cellular, Cricket, Coral Wireless (Mobi PCS), Cross, C-Spire (CellSouth), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Google Voice, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Metro PCS, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, Panhandle Communications, Peoples Wireless, Pine Cellular, Pioneer, RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, Simmetry (TMP Corporation), SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United Wireless, U.S. Cellular, Viero Wireless, Virgin Mobile, and West Central (WCC or 5 Star Wireless)

- Confidentiality of Text Messages Not Guaranteed: Although we try to protect information you send us, we cannot guarantee that information sent over using Short Message Services (SMS) is completely confidential. There are certain aspects of SMS usage and your device we cannot control. Therefore, the transmission of information to you and to us over SMS must be undertaken at your own risk.
- Privacy Policy is available at [www.peoplescredit.net](http://www.peoplescredit.net)

#### PAYMENT TERMS AND CONDITIONS

By checking the "Yes, I have read and agree to the following consents and disclosures:" prior to submitting application, you agree to execute this transaction electronically and authorize Peoples Credit Inc, to electronically debit the bank account that you have specified to make the payment set forth on your account with us. In the event that any electronic debit cannot be completed, you authorize Peoples Credit Inc to execute a check or other draft against your account to facilitate payment.

Your bank must provide you with disclosure, which explain your rights and obligations when making electronic transfers. You should review these disclosures. You should also review your bank account statements to verify the date and amount of any loan payments initiated by Peoples Credit Inc.

You are responsible for having sufficient funds in your bank account on the scheduled payment date. You may be charged a fee by Peoples Credit Inc under the terms of your loan agreement if the electronic debit is rejected due to insufficient funds in your bank account (Peoples Credit Inc at its discretion, may attempt to resubmit the electronic debit from your bank account). Your bank may also assess fees against your bank account for having insufficient funds.

If the electronic debit exceeds the payment amount due at the time payment is credited to your account, you agree that Peoples Credit Inc will apply excess payment in accordance with the terms of your loan agreement. Payments authorized by you before 12:00PM (central) on any business day will be credited to your account that day. Payments authorized by you after 12:00PM (central) on any business day will be credited to your account the next business day. If you select a payment date in the future, the payment may be canceled before it is processed using your online account at any time before 12:00PM (central) on the business day immediately prior to your selected payment date.

I have reviewed and agree to the terms of the Electronic Consent agreement. I confirm that I have the necessary hardware and software to receive and access electronic records, including the ability to access PDF files, and an active e-mail address.

I have reviewed and agree to the above Payment Terms and Conditions and the Terms of Use for using the Peoples Credit Inc website and have reviewed and acknowledge the receipt of the privacy notice and Privacy Policy.

**ANCILLARY PRODUCT SALE DISCLOSURE You may be solicited for the Credit Insurance, GAP and a Warranty, this is not a requirement of the loan and will not affect our decision**

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## PRIVACY POLICY

**FACTS****WHAT DOES PEOPLES CREDIT, INC. DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balance and transaction history
- Credit history and credit scores

When you are *no longer* a customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons **PEOPLES CREDIT, INC.** chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does Peoples Credit, Inc. share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

Questions?

Call (630) 552-7974

**What we do**

<b>How does Peoples Credit, Inc. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Bank restricts access to nonpublic personal information about you only to its employees who need that information to provide services and products to you.
<b>How does Peoples Credit, Inc. collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>▪ Apply for a loan</li><li>▪ Give us your income information</li><li>▪ Provide employment information</li><li>▪ Provide account information</li><li>▪ Give us your wage statements</li></ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"><li>▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness</li><li>▪ Affiliates from using your information to market to you</li><li>• Sharing for non-affiliates to market to you</li></ul>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>PEOPLES CREDIT, INC. has no affiliates.</i></li></ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>PEOPLES CREDIT, INC. does not share with non-affiliates so they can market to you.</i></li></ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>• <i>PEOPLES CREDIT, INC. does not jointly market.</i></li></ul>