

# CONSUMER LOAN AGREEMENT AND FEDERAL "TRUTH-IN-LENDING DISCLOSURES"

Loan No.: 000029582-00 Application Date: 2/5/2020 This is the date you signed and submitted this application to the lender.	Effective Date (e): 2/7/2020 The date you begin to pay interest on the loan.
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## THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Lender's Name: WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> Address: PO Box 194, #1 Wakpamni Lake Housing, City, State, Zip: Batesland, SD, 57716 Phone (855)876-8585 Email: <a href="mailto:clientservices@consumerfirstcredit.com">clientservices@consumerfirstcredit.com</a>	Borrower's Name: John Meaney Borrower's ID: XXXXX3296 Borrower Address: 17046 VISTA RIDGE DR, City, State, Zip: sisters, OR Zip: 97759 Phone: (541)588-6324 Borrower's Bank and Account Number for ACH Transfers (the "Bank Account") BANK OF AMERICA, N.A.: 483084440326
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## TRUTH-IN-LENDING DISCLOSURES

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
780.00%	\$4,350.00	\$1,000.00	\$5,350.00

### Your payment schedule (the "Payment Schedule") will be:

<b>Payment Number</b>	<b>Amount of Payment</b>	<b>When Payment is Due</b>
1	\$300.00	2/21/2020
2	\$300.00	3/6/2020
3	\$300.00	3/20/2020
4	\$300.00	4/3/2020
5	\$350.00	4/17/2020
6	\$335.00	5/1/2020
7	\$320.00	5/15/2020
8	\$305.00	5/29/2020
9	\$290.00	6/12/2020
10	\$275.00	6/26/2020
11	\$260.00	7/10/2020
12	\$245.00	7/24/2020
13	\$230.00	8/7/2020
14	\$215.00	8/21/2020
15	\$200.00	9/4/2020
16	\$185.00	9/18/2020

17	\$170.00	10/2/2020
18	\$155.00	10/16/2020
19	\$140.00	10/30/2020
20	\$125.00	11/13/2020
21	\$110.00	11/27/2020
22	\$95.00	12/11/2020
23	\$80.00	12/24/2020
24	\$65.00	1/8/2021

**Security:** If you voluntarily choose to make your regularly scheduled payment under the preauthorized Electronic Funds Transfer option, you are giving Lender a security interest in the ACH Debit Authorization.

**Prepayment:** If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charge.

**See your Contract documents** for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimated.

Itemization of Amount Financed: Amount given to you directly: \$1,000.00 . Amount paid on Loan No. N/A with us: N/A.

## LOAN AGREEMENT

By signing below you understand that by entering into a transaction with WLCC Lending CFC dba: [Consumer First Credit](#), you are agreeing to have the law of the Oglala Sioux Tribe govern this Loan. The law of the Oglala Sioux Tribe relating to lending does not limit the rate of interest or fees that may be charged; you may live in a state that restricts the rate of interest that may be charged on a consumer loan; you may wish to find a lender in your state (or another state) that makes consumer loans at a rate of interest which complies with the interest rate restrictions of your home state. Please acknowledge that you have read and understand this disclosure by e signing below.

**Date: 2/5/2020**  
**(Type your Name):**  
**John Meaney**  
**ESIGN**

**This Loan Agreement (the "Agreement") is subject solely to the laws and jurisdiction of the Oglala Sioux Tribe of Pine Ridge Reservation Tribe, a federally recognized Indian tribe (the "Tribe").** In this Agreement, "you", "your" and "I" refer to the Borrower identified above. "We", "us", "our", and Lender refer to WLCC Lending CFC dba: [Consumer First Credit](#), a subsidiary agency of the Wakpamni Lake Community Corporation, an arm and entity organized under and governed by the laws of the Oglala Sioux Tribe of the Pine Ridge Reservation, a lender authorized by the laws of the Tribe. "Loan" means this consumer installment loan. By executing this Agreement, you hereby acknowledge and consent to be bound to the terms of this Agreement, consent to the sole subject matter and personal jurisdiction of the tribal courts of the Tribe, and further agree and understand that no other state law or regulation shall apply to this Agreement, its enforcement or interpretation.

**TRUTH IN LENDING DISCLOSURES:** The disclosures above are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or federal law to us, to the loan, or to this Agreement. All numerical disclosures are estimates, which assumes that the date the loan funds are deposited into your Bank Account is the day after you sign this Agreement.

**PROMISE TO PAY:** You promise to pay to the order of Lender or any assignee of this Agreement from the date of this Agreement the principal sum of \$1,000.00 plus interest (and any applicable fees) on the loan at the rate of 30% per \$100 of the unpaid principal balance on every Installment Period ("the Contract Rate") until the amount you owe under this Agreement is repaid in full (the "Loan"). You promise to pay this amount in installments in the amounts and on the

dates set forth above ("Payment Due Date") in the Payment Schedule section of the Federal Truth in Lending Disclosure above. The term "Installment Period" means the time period set forth in the Payment Schedule above when each installment payment on your Loan is due.

**RIGHT TO CANCEL:** YOU MAY CANCEL THIS LOAN, WITHOUT COST TO YOU OR FURTHER OBLIGATION TO US, BY TELEPHONING (855)876-8585 BY 5:30 P.M. EASTERN TIME ON THE FIRST BANKING DAY AFTER THE EFFECTIVE DATE. YOU CAN CANCEL ONLY IF YOU SEND US BACK THE MONEY FROM THE LOAN WE PUT IN YOUR BANK ACCOUNT, RETURN THE LOAN PROCEEDS CHECK MAILED TO YOU OR WE ARE ABLE TO WITHDRAW THE AMOUNT OF YOUR LOAN FROM YOUR BANK ACCOUNT.

**REPAYMENT SCHEDULE:** You must repay this loan in payments according to the Payment Schedule set forth above in the above Truth-in-Lending Disclosures. The first four (4) payments that are required will be for interest only on the outstanding principal balance. After the interest only period, your Bi-Weekly payment shall be made up of principal repayments of \$50.00 plus interest of 30% of the outstanding unpaid balance of the Loan for each Installment Period until the Loan is repaid in full.

**PAYMENTS:** Your legal obligation under this Agreement is to timely pay us the principal and interest due on the Payment Due Date. You may schedule your payments to be made automatically by agreeing to the ACH Authorization to Debit Bank Account described below. You may also pay your payments by mail using a money order or check. If you choose to mail a payment, (i) all payments shall be mailed to WLCC Lending CFC dba: [Consumer First Credit](#), P.O. BOX 194, #1 Wakpamni Lake Housing, Batesland, SD 57716, (ii) payment must reach this address by the Payment Due Date, and (iii) you should notify us prior to 5:00 PM Eastern Time two (2) Business Days prior to Payment Due Date so an authorized ACH entry is not initiated prior to receipt of the payment. In addition, you agree that we cannot make and have not made the Loan contingent upon your obtaining any other product or service from us or anyone else. A "Business Day" is any day except Saturday, Sunday or any federal holiday.

**PAYMENT DUE DATE:** In the event your Payment Due Date is on a day that is not a Business Day, we will process your payment on the Business Day after your Payment Due Date, and we will credit any payment received on that Business Day as if it were received on the Payment Due Date.

**CALCULATION OF INTEREST AND PAYMENTS:** Interest is calculated as 30% of the outstanding unpaid balance of the Loan for each Installment Period, and is earned on the first day of each Installment Period.

**WHEN YOU BEGIN PAYING INTEREST:** You begin to pay us interest for the Loan on the date that the proceeds of the Loan are deposited into your Bank Account, which is 2/7/2020. The first Installment Period on the Loan begins with the Effective Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged interest on the entire Installment Period beginning on the first day of the Installment Period. In calculating your payments, we have assumed you will make each payment on the due date and in the amount due. If any payment is made before a Payment Due Date, the interest is due for the entire Installment Period and no refund shall be made for the interest charged for the installment period. Time is of the essence, which means that there are no grace periods for when payments must be made. If any payment is due on a day on which your bank is not open, then such payment shall be due on the next day upon which your bank is open.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your Loan application. You give us consent to obtain information about you from consumer reporting agencies or other sources. We reserve the right to withhold funding of this Loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**RETURNED ITEM FEE.** If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$25. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee if you have also selected the ACH Debit Authorization. Your financial institution may also impose a fee.

**AUTHORIZATION FOR REMOTELY CREATED CHECKS:** If (1) we are unable to process your payments by electronic debit or Card for any reason, or (2) you have defaulted on a payment, then by electronically signing this Agreement you authorize us to create checks bearing your typed name and other information as may be required under applicable law, rather than your handwritten signature, drawn on your Bank Account ("Remotely Created Check"), and to submit each Remotely Created Check for payment to the Bank or other financial institution in the amount of each payment owing to us under this Agreement on or after each Due Date. If a Remotely Created Check is returned unpaid by the Bank or other financial institution, then you authorize us to create and submit a Remotely Created Check for any returned payment fee, or other amounts accrued pursuant to this Agreement. You agree that your typed name or other designation mandated by applicable law will constitute your authorized signature fully reflecting your intent to authenticate any such Remotely Created Check. If you believe we charged your Bank Account in a manner not contemplated by this authorization, please

contact us. You authorize us to vary the amount of any unauthorized payment by Remotely Created Check as needed to repay amounts owing, as modified by any partial prepayments. If you would like to dispute a payment related to a Remotely Created Check, determine whether a payment was genuine, withhold payment of a Remotely Created Check, or obtain re-crediting of amounts we obtained via a Remotely Created Check, contact us by calling (855)876-8585.

**PAYMENT APPLICATION:** Lender will apply your payments in the following order: (1) to any fees due, (2) to earned but unpaid interest, and (3) to principal amounts outstanding.

**SECURITY INTEREST DISCLOSURE:** To the extent that your agreement to have us withdraw money from your Bank Account is deemed a security interest under the laws of the Tribe, you hereby grant to us a security interest in such withdrawal authorization using the ACH system.

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time without penalty except that there is no refund of interest charged for any Installment Period that has already begun. To make a prepayment, you must contact a customer service representative for the full payoff amount. The Lender will apply any prepayment to the accrued and unpaid interest before reducing the principal amount of the Loan. If you make a partial prepayment of additional principal, there will be no changes in the Payment Due Date and the amount of the monthly payment may be reduced as agreed to in the sole discretion of the Lender. Interest is earned in full on the first day of an Installment Period. Therefore, if you make a prepayment at any time after the first day of an Installment Period, you will not be entitled to a refund of any part of the Finance Charge.

**DEFAULT:** You will have broken your promise to us in this Agreement (each a "Default") if: (a) you provide false or misleading information about yourself, your employment, or your financial condition prior to entering into this Agreement, (b) if you fail to make a payment by the Due Date or if your payment is returned to us for any reason, or (c) if you file bankruptcy or become a debtor under the Federal Bankruptcy Laws.

**CONSEQUENCES OF DEFAULT:** Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us; (b) withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time, if you have selected the ACH Debit Authorization; and (c) pursue all legally available means to collect what you owe us. In the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then you further authorize us and our agents to withdraw money from your Bank Account in the full amount due under this Agreement if you have selected the ACH Debit Authorization. By choosing any one of more of these, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be in Default.

**PAYMENT OF COLLECTION COSTS.** If the Loan is in Default as described above, and we pursue collection efforts against you, then agree to pay all reasonable collection agency fees and other collection costs actually incurred by us and our agents, successors and assigns. If we refer your Loan to an attorney, who is not our salaried employee, for collection you agree that we may charge and collect from you reasonable attorney fees incurred by us.

**CREDIT REPORTING:** We do not report information about your loan to any of the national credit reporting agencies. However, we may report information about your Loan to consumer reporting agencies such as MicroBilt, ChexSystems, TeleCheck Services, Teletrack, Clarity Services, DataX Ltd or FactorTrust. Late payments, missed payments, or other information may be reflected on your consumer report.

**BORROWER'S BANK CHARGES:** You will not hold us or our agents responsible for any fees you must pay as a result of any check or withdrawal request being presented at your bank in connection with this Agreement.

**LIMITED WAIVER OF SOVEREIGN IMMUNITY:** You acknowledge that we, being an agency of the Tribe, possess sovereign immunity from suit and other legal proceedings. We hereby grant to you a limited waiver of sovereign immunity with respect to the following purposes and for no others:

- (a) For the purpose of allowing you to take any and all actions necessary to enforce provisions of this Agreement pursuant to the alternative dispute resolution procedures set forth below (limited solely to recover from the personal property assets and future revenues of and in an amount not to exceed the amounts that you have actually paid to us), specific performance, or other legal and equitable remedies, and to effect enforcement of any remedy granted therein;
- (b) Pursuant to the alternative dispute resolution procedures set forth below and to our limited waiver, we expressly waive our immunity from suit and consent to be sued only in any of the Tribe's Tribal Courts including its appellate courts;
- (c) The limited waiver of sovereign immunity granted here does not include any waiver, either express or implied, to any third party. The limited waiver of sovereign immunity granted here is of the Lender only and does not include a waiver, either express or otherwise, by the Tribe, any other enterprise of the Tribe or otherwise.

## WAIVER OF JURY TRIAL AND ARBITRATION.

**RIGHT TO OPT OUT.** IF YOU DO NOT WISH YOUR ACCOUNT TO BE SUBJECT TO THIS AGREEMENT TO ARBITRATE, YOU MUST ADVISE US IN WRITING AT WLCC LENDING CFC, D/B/A [CONSUMER FIRST CREDIT](#), P.O. BOX 194, #1 WAKPAMNI LAKE HOUSING, BATELAND, SD 57716, OR VIA E-MAIL AT [CLIENTSERVICES@CONSUMERFIRSTCREDIT.COM](mailto:CLIENTSERVICES@CONSUMERFIRSTCREDIT.COM). YOU MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER THE DATE YOUR LOAN FUNDS OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE. IN THE EVENT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE, ANY DISPUTES HEREUNDER SHALL NONETHELESS BE GOVERNED UNDER THE LAWS OF THE TRIBE AND MUST BE BROUGHT WITHIN THE COURT SYSTEM OF THE TRIBE.

**PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.** Unless you exercise your right to opt-out of arbitration in the manner described above, any dispute you have with Lender or anyone else under this Agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any arbitration will be limited to addressing your dispute individually and will not be part of a class-wide or consolidated arbitration proceeding.

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

**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 Lender, its marketing agent, collection agent, any subsequent holder of this Note, or any of their respective agents, affiliates, assigns, employees, officers, managers, members or shareholders (each considered a "Holder" for purposes of this Agreement). The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim arising from, related to or based upon marketing or solicitations to obtain the loan and the handling or servicing of your account whether such Dispute is based on a tribal, 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 Agreement to Arbitrate.

**You acknowledge and agree that by entering into this Arbitration Provision:**

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

**Choice of Arbitrator.** Any party to a Dispute, including a Holder or its related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>; JAMS (1-800-352-5267)(1-800-352-JAMS) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Dispute. The arbitration will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the Tribe or the express terms of this Agreement to Arbitrate, including the limitations on the Arbitrator below. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within 30 days. You understand that if you demand Arbitration, you must inform us of your demand and of the arbitration organization you have selected. You also understand that if you fail to notify us, then we have the right to select the arbitration organization. Any arbitration under this Agreement may be conducted either on the Tribe's Reservation or within thirty miles of your residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of our or the Tribe's sovereign status or immunity, or (b) to allow for the application of any law other than the law of the Tribe.

**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 the laws of the Tribe, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**Waiver of Jury Trial and Waiver of Ability to Participate in a Class Action.** YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, AND YOU ARE WAIVING YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT WOULD BE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available under the laws of the Tribe, 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. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction located within the Tribe's Reservation, and not by the arbitrator. If the court refuses to enforce the class-wide arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide arbitration, the parties agree that the Dispute will proceed in tribal court and will be decided by a tribal court judge, sitting without a jury, under applicable court rules and procedures and may be enforced by such court through any measures or reciprocity provisions available.

**Applicable Law and Judicial Review.** THIS AGREEMENT TO ARBITRATE IS MADE PURSUANT TO A TRANSACTION INVOLVING THE INDIAN COMMERCE CLAUSE OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND SHALL BE GOVERNED BY THE LAWS OF OGLALA SIOUX TRIBE OF PINE RIDGE RESERVATION. The arbitrator must apply the laws of the Tribe and the terms of this Agreement, including the Agreement to Arbitrate 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 the tribal court. The arbitration award must be supported by substantial evidence and must be consistent with this Agreement and applicable law, otherwise the arbitration award may be set aside by the tribal court upon judicial review.

**Other Provisions.** This Agreement to Arbitrate will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Note, or any amounts owed on your account, to any other person or entity. This Agreement to Arbitrate benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Agreement to Arbitrate continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Agreement to Arbitrate survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Agreement to Arbitrate is held invalid, the remainder shall remain in effect.

**BANKRUPTCY.** You promise that you are not currently a debtor in any bankruptcy proceeding, you are not contemplating bankruptcy and you have not consulted with an attorney regarding a potential bankruptcy filing in the past six months. You must provide any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence to us at P.O. Box 194, Batesland, SD 57716. You agree that any other written or oral communication concerning a bankruptcy is null and void and of no effect.

**GOVERNING LAW.** This Agreement and the Agreement to Arbitrate are governed by the Indian Commerce Clause of the Constitution of the United States of America and the laws of the Tribe. We do not have a presence in South Dakota or any other state of the United States of America. Neither this Agreement nor the Lender are subject to the laws of any state of the United States.

**MILITARY LENDING.** By signing this Agreement you certify that you are not a member of the military or the spouse/dependent of a military member. Specifically, you certify that you are not, and you are not the spouse or dependent of a regular reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, or servicing on Active Guard or Reserve Duty. (Dependents include the member's spouse, child under the age of 18 years old or an individual for whom the member provided more than one half of their financial support for 180 days preceding the date of this Agreement).

## **SMS DISCLOSURES AND TERMS**

**TEXT MESSAGES REGARDING YOUR LOAN.** You agree that we may monitor and/or record any of Your phone conversations with any of our representatives. We may use text messaging systems and electronic mail to provide messages to You about payment due dates, missed payments, options to amend this Note and other important information. You understand that the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private. **NO CONFIDENTIAL INFORMATION SHOULD BE SENT VIA TEXT MESSAGE.** By providing us with your cell or mobile telephone number, you authorize us to contact you from time to time regarding your application and loan at that number using text messages. Standard text messaging and/or calling charges by your communications carrier may apply. You may withdraw your consent at any time.

**HOW TO UPDATE YOUR RECORDS NOTIFY OF IMMEDIATELY IF YOU CHANGE MOBILE OR CELL PHONE NUMBERS OR PLAN TO GIVE YOUR PHONE TO SOMEONE ELSE.** It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at 1 (855)876-8585 or through email to [clientservices@consumerfirstcredit.com](mailto:clientservices@consumerfirstcredit.com). You further agree to indemnify, defend and hold us, its subsidiaries, affiliates, officers, agents and other partners and employees harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. SMS Notifications are provided for your convenience only.

#### **ADVERTISING OR TELEMARKETING TEXT MESSAGES**

By signing below, you consent to our sending you advertising and telemarketing text messages to the mobile phone number you have provided below.

Your signature below is acknowledging your consent to receive advertising and telemarketing Text Messages, and Robotexts as described above to your mobile phone at (541)588-6324. We will send you a text message to that number confirming your opt-in to this agreement.

To receive SMS notifications, you will need: (1) a SMS capable phone; (2) an active mobile phone account with a communication service provider that offers SMS services; and (3) sufficient storage capacity on your mobile phone.

You are not required to consent to advertising or telemarketing Text Messages to obtain credit or other services from us. At any time, you may withdraw your consent to receive advertising or marketing Text Messages to the mobile number provided by replying STOP to any text message we send you, or by calling us at (855)876-8585 or emailing us at [clientservices@consumerfirstcredit.com](mailto:clientservices@consumerfirstcredit.com).

You understand that any Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Text Messages that we send you, and you agree that we shall have no liability for the cost of any Text Messages.

**Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else.** You further agree to indemnify, defend and hold us, its subsidiaries, affiliates, officers, agents and other partners and employees harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. SMS Notifications are provided for your convenience only.

**OPT-OUT or STOP.** This policy applies to the text messages sent by WLCC Lending CFC dba: [Consumer First Credit](#) to our customers while and after they use our product. If you wish to stop receiving advertising and marketing text messages from WLCC Lending CFC dba: [Consumer First Credit](#), reply to any text message we have sent you and in the reply text simply type STOP. If you wish to stop receiving all text messages from WLCC Lending CFC dba: [Consumer First Credit](#), including those with information about payment due dates or missed payments, type STOP ALL in the reply text you send us. Any withdrawal of your consent to send text messages will be effective in one day.

**HELP OR SUPPORT.** If at any time you need our contact information or information on how to stop text messages, reply to any text we sent you and in the reply simply type HELP. Upon receiving your text message, we will send you a text with this information. In general, the messages we send to you provide you with information about your account [ways to reduce your payments and potential offers, promotions, coupons and other marketing material]. Some of the text messages we send you may include links to websites. To access these websites, you will need a web browser and Internet access.

If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Wakpamni Lake Community Consumer Complaint Tribal Hotline at 1-(800) 677-3860 between the hours of 9 AM and 5 PM MST Monday through Friday. If this is your first call to Customer Service, please call (855)876-8585.

We may modify or terminate its SMS or text messaging services from time to time, for any reason and without notice, including the right to terminate SMS or text messaging with or without notice, without liability to you, any other user or any third party. We reserve the right to modify this SMS Disclosure from time to time without notice. It is your obligation to review the SMS Disclosure from time to time so that you are aware of any changes.

I agree to receiving advertising and telemarketing text messages, autodialed text messages, robotexts and telephone calls as described in this Agreement.

**(TYPE YOUR NAME)**  
**John Meaney**  
**Application Date: 2/5/2020**

**YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS CONTRACT**

This Agreement includes a Waiver of Jury Trial and Arbitration Provision that may be enforced by you and us. By signing this Agreement you agree that it was filled in before you did so and that you have received a completed copy of it. You further agree that you have read and understand all of the terms of this Agreement, including the part entitled "Waiver of Jury Trial and Arbitration."

By electronically signing this Agreement you certify that the information given in connection with this Agreement is true and correct. You authorize us to verify the information given in connection with this Agreement, and you give us consent to obtain information about you from a consumer reporting agency or other sources. You acknowledge, represent and warrant that (a) you have read, understand, and agree to all of the terms and conditions of this Agreement, including the Disclosures and the Arbitration Agreement and Waiver of Jury Trial, (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made, (c) you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement, if you have selected the ACH Debit Authorization, (d) you are not a debtor under any proceeding in Bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, (e) this Agreement was filled in before you signed it, and (f) you have the ability to print or retain a completed copy of this Agreement. You further acknowledge that we may withhold funding of your loan until we check to make sure all the information you gave us on your application is true and we decide whether you meet our requirements to receive the Loan.

By electronically signing this agreement you authorize us to verify all of the information that you have provided us, including past and/or current information. If there is any missing or erroneous information in or with your loan application regarding your Bank Account (including without limitation your bank, bank routing number, or account number), then you authorize us to verify and correct such information. You agree that your ACH Authorization is subject to our Approving this Agreement.

**AUTHORIZE AND AGREE:**  
**Application Date: 2/5/2020**  
**Application #: 000029582-00**  
**77.111.247.42**  
**Electronically agreed to and signed by:**  
**John Meaney**

**WLCC LENDING CFC dba: [CONSUMER FIRST CREDIT](#)**  
**CONSENT TO ELECTRONIC DISCLOSURES, SIGNATURES, AND RECORDS**

Please read this information carefully and print a copy or retain this information electronically for future reference.

**Your E-Sign Consent.** You are submitting a request for a loan transaction from WLCC Lending CFC dba: [Consumer First Credit](#) ("Lender"), a subsidiary agency of the Wapkamni Lake Community Corporation, an arm and entity organized under and governed by the laws of the Oglala Sioux Tribe of the Pine Ridge Reservation. To provide services online, the Lender needs your consent to use and accept electronic signatures and records ("Your E-Sign Consent"). By furnishing Your E-Sign Consent, you agree that the Lender may provide electronically any and all communications concerning their decisions on any application you submit, the terms of any loan agreement or extension of credit, privacy policies, other disclosures provided by the Lender under state and federal law, and any other information or notices the Lender provides (collectively "Documents"). The Documents may include, for example, disclosures pursuant to: (1) the Equal Credit Opportunity Act and Regulation B; (2) the Fair Credit Reporting Act; (3) the Truth in Lending Act and Regulation Z; (4) the Electronic Funds Transfer Act and Regulation E; (5) the Gramm-Leach-Bliley Act and the FTC Privacy Rule; and (6) any other applicable federal, state or local law or regulation.

**Scope of Consent.** Your E-Sign Consent applies to any application, any services provided by the Lender, any extension of credit from the Lender and any future applications or transactions with the Lender. By exercising Your E-Sign Consent, the Lender will process your application information and interact during this transaction and any future online transaction with you electronically. The Lender may also send the Documents electronically.

**Hardware and Software.** Before you decide to do business electronically with the Lender, you should consider whether you have the required hardware and software capabilities described. To electronically access and retain the Documents,



you must have the following hardware and software: A PC or MAC compatible computer or other device capable of accessing the Internet and an Internet Browser software program that supports at least 128 bit encryption, such as Netscape, Mozilla Firefox, Microsoft Internet Explorer, AOL or any later version of these programs, and Adobe Acrobat Reader or (more recent version). You also need either a printer, a secure hard drive, or other secure storage device to retain a copy of the Documents for future reference. If at any time during this transaction these requirements change in a way that creates a material risk that you may not be able to receive Documents electronically, the Lender as is appropriate, will notify you of these changes. For questions regarding the hardware and software requirements, you may send your written questions by mail to P.O. Box 194, #1 Wakpamni Lake Housing, Batesland, SD 57716, ("Lender Mailing Address").

**Withdrawing Consent.** You may withdraw Your E-Sign Consent at any time. Before submitting your Application, you may withdraw your E-Sign Consent by exiting this website. If you withdraw your E-Sign Consent before concluding a transaction, this will prevent you from obtaining an online loan transaction from Lender. If you wish to withdraw Your E-Sign Consent, after submitting your application, you can send the Lender your written request by mail to the Lender's Mailing Address. If you decide to withdraw Your E Sign Consent, the legal effectiveness, validity, and enforceability of prior electronic Documents will not be affected.

**Paper Copies.** You have the option to receive any information that is provided electronically on paper or in non-electronic form at no cost to you. You may obtain any Documents on non-electronic paper form by logging in and simply printing a paper copy. Alternatively, you may mail a written request to the Lender at the Lender's Mailing Address, and the Lender will provide non-electronic paper copies at no charge. The Lender will retain all Documents as required by applicable law.

**Email.** You agree that any email address you provide the Lender may be used to provide you with Documents. You agree to notify the Lender of any changes in your email address by notifying the lender in writing at the Lender's Mailing Address above or via email at least FIVE (5) days before your email address changes.

**BY ELECTRONICALLY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU: (1) HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS CONSENT; (2) ACKNOWLEDGE THAT YOU CAN ACCESS THE DOCUMENTS IN THE DESIGNATED FORMATS DESCRIBED ABOVE (ONCE YOU GIVE YOUR E-SIGN CONSENT, YOU CAN LOG INTO THE WEBSITE TO ACCESS THESE DOCUMENTS); (3) ACKNOWLEDGE THAT YOUR E-SIGN CONSENT TO ELECTRONIC DOCUMENTS IS REQUIRED TO OBTAIN SERVICES WITH THE LENDER OVER THE INTERNET, AND TO OBTAIN AN EXTENSION OF CREDIT FROM LENDER OVER THE INTERNET; (4) CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DOCUMENTS PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND DOING BUSINESS WITH THE LENDER ELECTRONICALLY; AND (5) ACKNOWLEDGE THAT YOU MAY REQUEST A NON-ELECTRONIC PAPER COPY OF THE ELECTRONIC RECORDS AND DOCUMENTS, WHICH THE LENDER WILL PROVIDE TO YOU AT NO CHARGE. IF YOU DO NOT SIGN TO AGREE OR OTHERWISE REFRAIN FROM PROCEEDING WITH THE TRANSACTION, THEN YOU DO NOT WISH TO USE ELECTRONIC SIGNATURES OR CONDUCT THIS TRANSACTION ELECTRONICALLY.**

**Application Date: 2/5/2020**  
**Application #: 000029582-00**  
**77.111.247.42**  
**Electronically agreed to and signed by:**  
**John Meaney**

**PRIVACY POLICY**  
 Revised 11/17/17

<b>FACTS</b>	<b>WHAT DOES WLCC LENDING CFC, D/B/A <a href="#">CONSUMER FIRST CREDIT</a> DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Transaction or loss history and employment information</li> </ul>
<b>How?</b>	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 WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> 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
<b>Questions?</b>	Call (855)876-8585	

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

### PRIVACY POLICY CONTINUED

What we do	
<b>How does WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> 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.  We also maintain physical, electronic and procedural safeguards such as computer virus protection software, firewalls, and a 128 bit Secure Socket Layer. Only authorized employees have access.
<b>How does WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> collect my personal information?</b>	We collect your personal information, for example, when you <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 contact information</li> </ul> We also collect your personal information from other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <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. State laws and individual companies may give you additional rights to limit sharing.</li> </ul>

Definitions	
<b>Affiliates</b>	Financial and nonfinancial companies related by common ownership or control. <ul style="list-style-type: none"> <li>• WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> does not share with our affiliates.</li> </ul>
<b>Non-affiliates</b>	Financial and nonfinancial companies not related by common ownership or control. <ul style="list-style-type: none"> <li>• WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• WLCC Lending CFC dba: <a href="#">Consumer First Credit</a> doesn't jointly market.</li> </ul>

### DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION

Unless you chose to mail to us a check or money order as payment for this Loan, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized, This Disbursement and Payment Choice Authorization is a part of and relates to the Loan Agreement dated 5th day of February, 2020 (the "Loan Agreement"). The words "you", "your" and "I" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The

**Disbursements to Your Bank Account.** You authorize us to process your loan proceeds with a credit deposit to your following bank account ("Your Bank Account"):

Bank Name:	BANK OF AMERICA, N.A.
Transit ABA Number:	021000322
Deposit Account Number:	483084440326

We will make this disbursement credit by using any commercially available method we choose, such as (but not limited to) Automated Clearing House (ACH) entries or wire transfers.

**Your Payment Choice Authorization (E sign One):**

**Payment From Your Bank Account.** By signing below you authorize us, and our agents, successors, employees, and registered assigns to process payment debit entries out of your Bank Account by using any commercially available methods we choose, such as (but not limited to) ACH entries or transactions through your debit card accessing your Bank Account. You specifically authorize us to use any of these methods to withdraw money from your Bank Account for each payment you owe us, including any returned payment charges and the total amount you owe us if you do not pay us as agreed in this Agreement. You agree we can withdraw money from your Bank Account (called an "ACH Debit Authorization") on each scheduled payment date shown on the Payment Schedule above. This right to withdraw money from your Bank Account will remain in full force until the earlier of the following occurs: (i) you pay us everything that you owe us under this Agreement or (ii) you tell us or the institution holding your Bank Account (the "Paying Bank") that we can no longer withdraw money from your Bank Account, no less than three business days prior to the scheduled payment date, to let the Paying Bank or us stop taking the money out of your Bank Account. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of the Lender, its affiliates, agents, employees, successors, and registered assigns. If you are in default you authorize us to process one or more debit entries to pay all principal, finance charges, and other amount due to us as provided for in this loan Agreement. You authorize us to re-process debit entries for the same amounts if any attempted payment transaction is dishonored.

I agree to make my payments by having payment debit entries made to my Bank Account as described above.

**TYPE YOUR NAME:**

**John Meaney**  
**Date: 2/5/2020**

**Payment by Check or Money Order.** By signing below you choose to make your payments by mailing us a Cashier's Check or Money Order that we must receive prior to your Payment Due Date. By choosing this payment method you must also receive your loan funds in check form. It may take up to 10 days to receive your check.

I agree to make my payments by mailing a Cashier's Check or Money Order that will be received by Lender prior to my Payment Due Date. I understand that my funds will be received in check form and it may take up to 10 days to receive my check.

**TYPE YOUR NAME:**

**John Meaney**  
**Date: 2/5/2020**

**ESIGN**

**RETURNED ITEM FEE.** If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$25. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee if you have also selected the ACH Debit Authorization. Your financial institution may also impose a fee.

**NOTICE OF VARYING AMOUNTS:** For those customers who have chosen the ACH Debit Authorization, please note that

you have the right to receive notice of all withdrawals from your Bank Account by an ACH Debit that vary in amount. However, by agreeing to let us withdraw the money from your Bank Account, you agree we only have to tell you the range of withdrawals that we can make. The range of withdrawals will be either an amount equal to your installment payment or an amount equal to the outstanding balance under the Loan (which may be greater than or less than an installment payment based upon your payment history). For any withdrawal outside of this specified range, we will send you a notice 10 days prior to the date of the debit. Therefore, by signing this Agreement below, you acknowledge that you will only receive notice when a withdrawal exceeds the amount in the specified range. You authorize us to vary the amount of any withdrawal as needed to repay installments due on the Loan as modified by any partial prepayments you make.

**Terminating ACH Authorization.** You may revoke your authorization to automatic payment at any time by contacting us directly at (855)876-8585 or [clientservices@consumerfirstcredit.com](mailto:clientservices@consumerfirstcredit.com). Please note, if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for Us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s).

You understand that revoking your authorization does not relieve you of the responsibility of paying all amounts due in full that are owed by you under the Loan Agreement.

**Authorization.** By typing your name and today's date and clicking the "I Agree" button below you are electronically signing this disbursement and payment choice authorization and agreeing to all the terms of this authorization. You also acknowledge your ability to download or print a fully completed copy of this disbursement and payment choice authorization for your records.

You agree that this Payment Choice Authorizations will remain in effect until your loan, including principle, finance charges and other charges, is paid in full. You may only revoke the above authorizations by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

**Borrower's Electronic Signature:**

**John Meaney**

**Application Date: 2/5/2020**

**Application #: 000029582-00**

**77.111.247.42**

**Rev. 5.30.19 v1**