

**PLEASE READ THESE APPLICATION TERMS AND CONDITIONS CAREFULLY. FOR YOUR REFERENCE, PLEASE PRINT A COPY OR RETAIN THIS INFORMATION ELECTRONICALLY.**

For purposes of these Application Terms and Conditions, "You" and "Your" means each person applying for financing. "We," "Us," and "Our" means: State Restoration Services, Inc.; their successors and assigns; and, any service provider.

**BY SUBMITTING AN APPLICATION (THE "APPLICATION"), YOU CERTIFY THAT ALL OF THE INFORMATION YOU PROVIDE WITH YOUR APPLICATION IS TRUE, ACCURATE, AND COMPLETE, AND YOU UNDERSTAND THAT WE WILL RELY ON IT TO MAKE A DECISION ABOUT YOUR REQUEST FOR CREDIT.**

You consent to us sharing information regarding your application, such as loan amount, loan status (such as approved or denied) and other details regarding your application with your home improvement contractor (the "Contractor"). You cannot opt out of sharing your application and personal information with the Contractor as the Contractor may provide financing under a retail installment agreement or act as an approved service provider for the goods and services to be financed under a loan agreement.

If you do not qualify for financing from Us, We may use the information contained in your consumer report and in Your Application to prequalify You for financing offers from NASA Federal Credit Union, First Tech Federal Credit Union, Medallion Bank (known as Medallion Financial Corp.), Service Finance Company, LLC., Finance of America Home Improvement (as division of Finance of America Mortgage LLC), Foundation Finance Company LLC., GreenSky, LLC., PowerPay, LLC. If You decide to apply for financing through one of listed companies, Your information and a copy of your consumer report will be shared with this company. You agree that We may request and access information regarding the approval process and payment status of your account if you choose to move forward with their offer.

**CONSUMER REPORTS**

You agree that We may obtain your consumer credit report to review this Application and, if you receive financing, that We may also obtain consumer reports about you in the future to

review, update, renew, collect, and service the extension of credit and for other legitimate purposes as allowed by law.

## **SEPARATE ACCOUNT**

If you are married, you may apply for a separate account.

## **INDEPENDENT CONTRACTOR; NO ENDORSEMENT, WARRANTY OR LIABILITY**

You understand and agree that your Contractor may or may not be an independent contractor or an affiliate. In case Your Contractor is an independent Contractor and not an affiliate, We do not endorse any manufacturer, contractor (including your Contractor or any subcontractors thereof), equipment, product, or system, or in any way warrant any equipment, product, or system, or the installation, efficiency, or production of any equipment, product, or system. We make no representations and have no responsibility regarding the equipment and its installation, including the quality, safety, cost savings, efficiency or production capability of any equipment, or any compliance of the equipment or its installation with any applicable laws, regulations, codes, standards or requirements. You agree that we shall not be in any way liable for any incidental or consequential damages resulting from the equipment or its installation.

## **ARBITRATION AGREEMENT.**

You understand that this Section ("Arbitration Agreement") is a part of the Application and it affects your rights. It contains A JURY TRIAL WAIVER and procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. Before asserting a claim in any proceeding, you agree that you shall engage in a good faith attempt to resolve the claim. All claims and disputes arising out of or relating to this Application and/or the Property and installation purchased from the Contractor that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. The Arbitration Agreement applies to the both you and us, including your and our respective assigns, representatives and/or agents, as to all matters which arise out of or relate to this Note or any resulting transaction or relationship.

- 1. Waiver of Jury Trial. YOU HEREBY WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE

OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court.

- 2. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS, Inc., an established alternative dispute resolution provider (“ADR Provider”). If the selected ADR Provider is not available to arbitrate, we shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, except to the extent such rules are in conflict with the Note or to the extent that application of the Note provisions would result in the unenforceability of this Arbitration Agreement. The JAMS rules governing the arbitration are available online at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 1-800-352-5267. Any arbitration hearing will be held in our federal judicial district. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 3. Decision of Arbitrator. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and Us.
- 4. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND ARBITRATION CLAIMS OF MORE THAN ONE BUYER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER BUYER.
- 5. Severability. If any part or parts of this Arbitration Agreement other than the Waiver of Class or Consolidated Actions are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If the Waiver of Class or Consolidated Actions is found to be unenforceable, then as to the specific dispute in which that ruling of unenforceability was made, this entire Arbitration Agreement shall be unenforceable.
- 6. Survival of Agreement. This Arbitration Agreement shall survive the disposition of your Application.
- 7. Small Claims Court. Notwithstanding the foregoing, you or we may bring an individual action in small claims court.
- 8. Your Right to Opt Out of Arbitration. You may opt out of this Arbitration Agreement by sending a written notice of your election to do so, signed by the Applicant within thirty (30) days of the date of the submission of this Application. Such notice shall be sent to Lender at the Lender’s address.

## **TELEPHONE COMMUNICATIONS**

You expressly consent to receive communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from your contractor, State Restoration Services, Inc., and their affiliates, agents, and service providers, at any telephone number you provide. This express consent applies to each telephone number that you provide to us, now or in the future. Calls and messages may incur

access fees from your mobile services provider. You understand that you do not have to agree to receive such communications to apply for this product, and that you may opt out at any time. You agree that we may monitor and/or record any communications between you and us for quality control and other permitted business purposes.

State Restoration Services, Inc.

Updated March 15, 2022