# Consent & agreements

## **Application Notices and Terms**

The words "you" and "your" mean each person (as an individual) and allpersons (as a group) applying as an applicant or co-applicant. You are requesting healthcare goods and servicesfrom a healthcare provider ("Provider"). If you are a resident of Massachusetts, Nebraska, or New York, you areapplying to PatientFi, LLC ("PatientFi") for an installment loan to finance your purchase of healthcare goods and services from the Provider. If you live in another state where program financing is available, you are applying fora retail installment contract payable to the Provider or any party that may later take assignment of the contract(including but not limited to PatientFi). The words "we," "us," and "our" mean the Provider, PatientFi, and their spective successors and assigns, individually and together.

By providing your information and selecting the "Create PatientFi Account," and continuing with the process of inquiring about or applying for credit, you certify to us and agree that:

- You are at least 18 years old (or at least 19, if you are a Nebraska or Alabama resident);
- You received, read, and agree to all terms and conditions provided with this application;
- All information and documents provided with your application is true, correct, and complete and we mayrely on it;
- You are applying to us to finance your purchase of healthcare goods and services from the Provider;
- If more than one of you applies to finance healthcare goods and services from the Provider, you areapplying for joint credit and you agree to be responsible, individually and together, for repayment of theretail installment contract or installment loan that is signed by both of you;
- You authorize us to verify your employment, income, address, and all other information about you withfinancial institutions, credit reporting agencies, employers, government agencies, and other third parties; and
- The obligations incurred through the retail installment contract or installment loan are being incurred inthe interest of your marriage or family, if you are married and living in a community property state.

You agree that we may obtain consumer credit reports about you to review this application, and, if you obtainfinancing as a result of the application, that we may obtain consumer credit reports about you in the future toreview, update, renew, collect, and service your retail installment contract or installment loan and for otherpurposes permitted by law. We will, if you request, tell you whether we obtained a consumer credit report aboutyou and tell you the name and address of any consumer reporting agency that provided the report.

If your application is approved and you obtain financing, you understand and agree that you will be subject to allterms and conditions described in a separate retail installment contract or installment loan agreement, includingbut not limited to its terms related to payments, rates, and fees.

**Military Lending Act:**Certain members of the Armed Forces and their dependents ("Covered Borrowers") areprotected by the Military Lending Act, 10 USC §987 ("MLA"). If you are or may be a Covered Borrower, youmay call (866) 734-5979 to hear important MLA disclosures and payment information.

#### Prior Express Consent For Non-Telemarketing Calls/Texts

By providing your information and selecting the "Create PatientFi Account," and by providing the number of your land line, cell phone or other wireless deviceand your email address now or in the future, you expressly consent and agree that we and any of our affiliates, agents, service providers or assignees may call you using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic messagefor any purpose related to the servicing or collection of any account that you may establish with us or for otherinformational purposes related to your account (each a "Communication"). You also agree that we and any of ouraffiliates, agents, service providers or assignees may include your personal information in a Communication. Wewill not charge you for a Communication, but your service provider may. You agree that we may monitor andrecord any telephone calls to assure the quality of our service or for other legitimate business reasons. Youunderstand and agree that we may always communicate with you in any manner allowed by law that does not require your consent. You agree to notify us if any telephone number associated with your application, retailinstallment contract, or installment loan changes or is reassigned to a new subscriber. You certify that you areauthorized to provide this consent because you are either the subscriber of the telephone number or a non-subscriber customary user with authority to provide this consent.

## Authorization to Obtain and Use Consumer Reports and Related Information

By providing your information and selecting the "Create PatientFi Account," and continuing with the process of inquiring about orapplying for credit, you understand and agree that you are authorizing us to obtain consumer reports and related information about you from one or more consumer reporting agencies, such as TransUnion, Experian, and Equifax. You also authorize us to verify information in your application, and you agree that we may contact thirdparties to verify any such information. You also authorize us to use third-party service providers and depository institutions to verify and review the deposit account information provided in your application. We may useconsumer reports and related information about you to authenticate your identity, make offers in responding toyour inquiries and pregualification requests, make credit decisions, evaluate your credit, service and review youraccount, and for related purposes. You authorize us to obtain consumer reports each time you apply for credit, during the processing or closing of an extension of credit to you, or at various times during the term of youraccount in connection with the servicing, monitoring, collection or enforcement of your account. You authorizeand agree that we may transfer or otherwise provide your consumer reports and any related information aboutyou to any successor-in-interest or any assignee of your account. Upon request, we will inform you whether aconsumer report was requested. If a report was requested, we will inform you of the name and address of the consumer reporting agency that furnished the report. Your authorization to obtain consumer reports from consumer reporting agencies is valid as long as any amounts are owed on your account.

Notice of Negative Information Furnishing: We may report information about your account to credit bureaus.Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Notice to California Residents: An applicant, if married, may apply for a separate account.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equallyavailable to all creditworthy customers and that credit reporting agencies maintain separate credit histories oneach individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** Wisconsin law provides that no agreement, unilateral statement orcourt decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time creditis granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of theadverse provision. If any or both of you are married Wisconsin residents, each of you agree to provide us withyour spouse's name and address at the following address within five (5) days of your application,

so we canprovide your spouse(s) with any notice required by Wisconsin law: PO Box 50903 Irvine, CA 92619-9998.

#### Social Security Number/Taxpayer Identification Number

Under penalties of perjury, you certify that: (1) thenumber you provided with your credit application is your correct taxpayer identification number (or you arewaiting for a number to be issued to you); (2) you are not subject to backup withholding because: (a) you areexempt from backup withholding; or (b) you have not been notified by the Internal Revenue Service (IRS) thatyou are subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS hasnotified you that you are no longer subject to backup withholding; and (3) you are a U.S. person (including aU.S. resident alien). Certification Instructions: Cross out Item 2 if you have been notified by the IRS that you arecurrently subject to backup withholding because you failed to report all interest and dividends on your tax return. Cross out Item 3 and complete a W-8 BEN if you qualify and are not a U.S. person. The Internal Revenue Service does not require your consent to any provision of this document, other thanthe certification required to avoid backup withholding.

#### Important Information About Procedures for Opening New Account

To help the government fight thefunding 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 means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that willallow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### Assignment and Membership

If PatientFi, LLC ("PatientFi") acquires your contract or makes a loan to you as result of your credit application, PatientFi may further assign your contract or loan. If your contract or loanagreement is assigned to Connexus Credit Union ("Connexus"), you will be required to become a member.Membership will be granted through joining the nonprofit Connexus Association ("Association"), a 501(c)(3)entity established to conduct charitable giving throughout the United States. In that event, and by signing theseApplication Notices and Terms, you agree to join Connexus and the Association and you agree to the terms ofmembership in each organization.

For more information about Connexus Association please visit: www.connexusassociation.org

For more information about Connexus Credit Union please visit: www.connexuscu.org