In this MedCred Revolving Charge Account Agreement ("Agreement"), the words "you", "your", and "Borrower" refer to any person who signs this Agreement, has requested and is authorized to use this MedCred Revolving Charge Account ("Account"); "we", "our", and "Doctor" refer to your Doctor (as noted on Step 2 of Patient Care Application), its subsidiaries and affiliates, and any person to whom this Agreement and/or the balance due on this Account may be assigned. MedCred has been retained as a consultant by the aforementioned doctor to oversee the account and direct collections in full arising from this agreement. The primary purpose of the credit extended under the Account is to enable you to finance medical procedures in part or in their entirety.

1. Promise to Pay; Effect of This Agreement: You promise to pay us for all credit that we extend on this Account and all other amounts owed to us under the terms of this Agreement. You are responsible for any charges you make and any charges made by anyone else you have authorized to use this Account. You are also responsible for the use of each card issued on this Account according to the terms of this Agreement. You may request additional cards on this Account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do so, you must pay us for all charges made by those persons.

When you sign this Agreement, you will be agreeing to everything written here. Therefore, before you sign this Agreement, you should read this entire Agreement, which includes the

When you sign this Agreement, you will be agreeing to everything written here. Therefore, before you sign this Agreement, you should read this entire Agreement, which includes the cost- of-credit disclosures required by federal law. This Agreement goes into effect when you sign it.

2. Interest Charge:

- A. Regular Terms: We will impose a Finance Charge, calculated as explained in paragraph 3 below, at the rate(s) shown below in section B of this paragraph. The Finance Charge will be imposed on each monthly statement except as noted. Under the opening period ("Introductory Period"), the FINANCE CHARGE will be imposed at a rate of 0% for thirty (30) calendar days from account opening for medical procedures. During the Introductory Period, no interest is assessed on any portion of the eligible balance repaid on or before the due date in the next cycle.
- B. Finance Charge Rates: If a Finance Charge is imposed, we shall apply a monthly periodic rate of 1.9158% (ANNUAL PERCENTAGE RATE OF 22.99%) to the "Average Daily Balance" (explained in paragraph 3 below). If the FINANCE CHARGE that results from application of the above stated monthly periodic rate is less than \$1.00, we will impose a minimum FINANCE CHARGE of \$1.00.
- C. Electronic Transfers: If you agree to payment by automated withdrawal from an account that you designate using an automated clearinghouse ("ACH") or other electronic fund transfer service that we provide, and we are able to make the payment by automated withdrawal, then the FINANCE CHARGE for that month will be imposed at a periodic rate of 1.5825% (ANNUAL PERCENTAGE RATE OF 18.99%) to the "Average Daily Balance" (explained in paragraph 3 below). All other terms of the account will remain the same. If you close your account or if your account changes or is otherwise inaccessible such that we are unable to withdraw your payments from that account, you will notify us at least three (3) business days prior to any such closure, change or inaccessibility of your account, and authorize us to withdraw your payments from another account that you designate or revoke your authorization. You have the right to (1) stop payment of a preauthorized automatic withdrawal, or (2) revoke your prior authorization for automatic withdraws with regard to all further payments, by notifying the financial institution where your account is held, orally or in writing at least three (3) business days before the scheduled date of the transfer. You agree to notify us in writing, at least three (3) business days before the scheduled date of the transfer, of the exercise of your right to stop a payment or to revoke your prior authorization for further automatic withdrawals. This rate will not apply to any balance to which the post-delinquency finance charge rate described in paragraph 5 applies.
- 3. Method of Computing Finance Charge: We calculate the Finance Charge on your Account by applying the applicable monthly periodic rate set forth in paragraph 2 above or paragraph 5 below to the "Average Daily Balance" of your Account including current transactions. To get the "Average Daily Balance," we take the beginning balance of your Account each day, add any new purchases, and subtract any payments or credits, any late fees, any returned check fees or charges for failure to complete an automatic withdrawal, and any unpaid Finance Charge. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." Any Average Daily Balance less than zero will be treated as zero. The beginning balance for the first month will include your balance on your MedCred account as of the date of this Agreement.

4. Payment Delivery:

- A. Elective Medical Procedure (Full cost covered out of pocket by Borrower): All payments, except those through ACH, must be mailed or delivered to us at the address shown on your monthly statement ("Payment Address"). Payments received no later than 3.30 p.m. PST on any business day will be credited to your Account the same day. Credit to your Account may be delayed up to five (5) days if the payment is not received at the Payment Address or is not accompanied by your payment slip.

 B. Partially Insured Medical Procedures: All insurance reimbursement payments must be mailed or delivered to the doctor associated with this Agreement. In the case the
- B. Partially Insured Medical Procedures: All insurance reimbursement payments must be mailed or delivered to the doctor associated with this Agreement. In the case the remaining out- of-pocket portion payments are provided directly to the doctor, there is no additional responsibility for the Borrower relating to the insured portion of the procedure. For the remaining out- of-pocket portion payments, except those through ACH, payments must be mailed or delivered to us at the address shown on your monthly statement ("Payment Address"). Payments received no later than 3:30 p.m. PST on any business day will be credited to your Account the same day. Credit to your Account may be delayed up to five (5) days if the payment is not received at the Payment Address or is not accompanied by your payment slip.

 C. Payments diverted to Borrower: If any payments from insurance plans are sent to the Borrower for any reason, Borrower is under the obligation to forward such payments to
- C. Payments diverted to Borrower: If any payments from insurance plans are sent to the Borrower for any reason, Borrower is under the obligation to forward such payments to Doctor in order to receive credit on the account. Without actual receipt of such payments by Doctor, Borrower's account balance will not be credited.
 D. Crediting of payments/Reversal of credits: Subject to Sections 10 and 12 below, Borrower's account balance will be established at full charges for the procedure as agreed
- D. Crediting of payments/Reversal of credits: Subject to Sections 10 and 12 below, Borrower's account balance will be established at full charges for the procedure as agreed between Doctor and Borrower, and shall be adjusted for credits to the full balance only upon actual receipt of payments from Borrower, Borrower's financially-responsible party, or Borrower's in- surance plan as the case may be. Any such credits and adjustments to the full balance owing may be reversed upon any event adversely impacting the account, such as returned checks, coordination of benefits issues, offsets by insurance plan on future payments to Doctor, or other related take back or cancellation of payment by Borrower, Borrower's financially-responsible party, or Borrower's insurance plan.
- 5. Penalty Finance Charge Rate: If we fail to receive at least your required minimum monthly payment by the due date shown on your statement in two consecutive billing cycles, without further advance notice to you, beginning in the next billing cycle, we will compute the FINANCE CHARGE by applying a monthly periodic rate of 2.0825% (PENALTY ANNUAL PERCENT- AGE RATE 24.99%) to the balance attributable to purchases made before the higher rate is applied. We will continue to apply the regular Finance Charge rate st forth in paragraph 2 above to the balance attributable to purchases made after the higher penalty Finance Charge Rate begins to be applied. We will apply the Penalty Finance Charge rate to the balance attributable to purchases made before the Penalty Finance Charge rate begins to be applied (the "Delinquency Balance"). The Penalty Finance Charge rate will continue to apply until your Delinquency Balance is reduced to zero or you have made six consecutive monthly payments when due. Thereafter, the regular Finance Charge rate set forth in paragraph 2 above will be resumed, and applied to the entire amount of any new balance on your Account, beginning in the next billing cycle.
- 6. Disputed Amounts and Legal Notices: If you submit a check to us marked "Payment in Full" or similar wording for a sum less than the total amount then owing on your Account, we may accept it in partial payment of your Account but will not be bound by the "Payment in Full" or similar notation. For important information regarding your right to dispute billing errors under federal law, see the Billing Rights Notice that accompanies your copy of this Agreement. All notices relating to legal actions, including bankruptcy notices, must be sent to us at 11845 W Olympic Blvd. Suite #1100W, Los Angeles, CA 90064. Legal notices sent to any other addresses will not satisfy any legal requirement that you provide us notice.
- 7. Arbitration for Disputes-No Jury Trials or Class Actions: This paragraph describes how all Claims (as defined in paragraph 7.A below) will be arbitrated instead of litigated in Court.

 A. "Claim" means all claims, counterclaims, cross-claims, disputes, and controversies arising from or relating to this Agreement (including but not limited to the validity, scope, and
- A. "Claim" means all claims, counterclaims, cross-claims, disputes, and controversies a arising from or relating to this Agreement (including but not limited to the validity, scope, and en-forceability of this paragraph 7); your Account; any balance on your Account; goods and services, including insurance, obtained under or in connection with your Account; servicing and collection of the Account; and any prior agreement you may have had with us relating to your Account or any balance on your Account. Claim will be given the broadest possible meaning. For example, and without limitation, Claim includes all claims, based on contract, tort, fraud, and other intentional torts, statute, common law, and equity, arising from or relating to (I) advertisements and promotions about your Account accounts generally, goods or services financed under your Account, and the terms of financing, (II) the Application for your Account, (III) the terms of or the disclosures in this Agreement, and (IV) the monthly statements for your Account. This paragraph 7 will not apply to Claims made in lawsuits filed before we delivered this Agreement to you. However, this paragraph 7 will apply to all other Claims, even if the facts and circumstances giving rise to the Claim existed before we delivered this Agreement to you.
 B. We OR you have the right to require that each Claim be resolved by arbitration. A Claim will be arbitrated if (1) both we and you or (2) only one or the other of us or you, exercise the
- B. We OR you have the right to require that each Claim be resolved by arbitration. A Claim will be arbitrated if (1) both we and you or (2) only one or the other of us or you, exercise the right to require that the Claim be arbitrated. If, for example, we exercise our right to require that the Claim be resolved by arbitration but you do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither we nor you request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. All arbitrations will be pursuant to this paragraph 7 and the American Arbitration Association ("AAA") Commercial Arbitration Rules (the "Rules") in effect at the time the Claim is made. We will substitute another nationally recognized arbitration organization using procedures similar to the Rules if AAA does not serve. For the Rules currently in effect, call AAA (1-800-925-0155) or visit its website (http://www.adr.org).
- C. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) there will be no jury trial on the claim, (2) there will be no pre-arbitration discovery except as the Rules permit, and (3) no Claim may be arbitrated on a class-action, private attorney general, or other representative basis, and points the property of the property
- and neither we nor you will have the right to participate as a representative or member of any class or group of claimants pertaining to any Claim subject to arbitration.

 D. Claims by or against you may not be joined or consolidated in the arbitration with Claims by or against another person. Arbitration hearings for Claims by or against you will take place in Los Angeles, California. If you make a request to us in writing, we will temporarily advance to you the filing, administrative, and hearing fees for the arbitration of your Claim against us (but not if the Claim is against you) in excess of any filing fee you would have been required to pay to file the Claim in a state or federal court (whichever is less) in the judicial district in whichyou reside. At the end of the arbitration, the arbitrator will decide if you have to repay the advance (and if you do have to repay, you agree to do so). Unless unlawful, we will pay our, and you will pay your lawyers', experts', and witnesses' fees in all situations.
- E. This paragraph 7 is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with FAA and statutes of limitation and will honor all valid privilege claims. If the Rules and this paragraph conflict, this paragraph will govern. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision will be final and binding, except (1) for any appeal right under FAA or (2) if the arbitrator's award is more than
- \$100,000.00, you or we may appeal it to a three-arbitrator AAA panel, which will decide the appeal by majority vote. The appealing party will pay the appeal costs. This agreement to arbitrate shall survive any suspension, termination, revocation or closure of the Agreement or your Account, and any bankruptcy to the extent consistent with applicable bankruptcy law. If any provision of this agreement to arbitrate is deemed invalid or unenforceable, it shall not invalidate or render unenforceable the remaining portions.
- 8. Returned Check Fee: If any check, instrument or electronic authorization used to pay the amount you owe under this Agreement is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a reasonable processing fee of \$35.00. You agree that we may add this fee to the outstanding balance due on your Account, and it will accruze Finance Charges until paid.

- 9. Late Fee: If your minimum monthly payment is not received by us within fifteen (15) days after its due date, we will impose a late fee of \$35.00. We will add any late fee to the outstanding balance due on your Account, and it will accrue Finance Charges until paid.
- 10. Payment Allocation: Your payments will be allocated first to any unpaid Late Fees, any unpaid Return Check Fees and any unpaid Finance Charge, then to pay off your account balance. For the purpose of determining the amount owing on your Account, payments will be credited as explained in paragraph 4 above.
- 11. Credit Limit: You promise not to use MedCred for purchases that will cause the unpaid principal balance of your Account to exceed your credit limit. We can refuse to authorize purchases or advances that cause your obligations under this Agreement to exceed your credit limit. We will make advances on your Account based on the "Available credit limit" shown on your most recent periodic statement. However, you agree that when you make payments on your Account by check or other non-cash method, we reserve the right to make advances based on the "Available credit limit" shown on the last periodic statement issued prior to the most recent periodic statement. In addition to each "Minimum Payment Due," you must pay immediately, without notice or demand from us, any part of the principal balance of your Account that exceeds your credit limit.
- 12. Insurance Reimbursement: Health insurance reimbursements permit the enhancement and support of major medical procedures resulting from sickness or injury. It is the doctor's responsibility to communicate on a timely basis (by the end of each month) the receipt of the medical insurance reimbursements from insured patients or medical insurance companies. This will allow MedCred to properly report the medical procedure balance and not incorrectly charge finance to the procedure balance. MedCred is not responsible in any event for insurance reimbursement information not provided by the Doctor. Further, MedCred assumes no liability and will be held harmless in all cases by the Borrower in the event they fail to forward payments received directly from an insurance reimbursement, including any payments that are forwarded, but not received by the Doctor.
- 13. Default/Collection Costs: If you fail to pay any minimum monthly payment when due, or if the prospect of payment, performance, or realization of collateral is significantly impaired, to the extent permitted by applicable law it will be a default, and, subject to any right you may have under state law to receive notice of and to cure such default, we may declare the entire unpaid balance on the Account due and payable. We may also repossess any article of merchandise in which we still retain a security interest, but we do so only in the manner and to the extent permitted by applicable law. If the Account is referred to an attorney who is not our salaried employee and we bring a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorney's fees of 35% of the total amount due, or such lesser amount as may be permitted by applicable law.
- 14. Canceling or Limiting Your Credit/Credit Cards: We have the right at any time to limit or terminate the use of your account and raise or lower your credit limit without giving you notice in advance.
- 15. Complete Understanding of the Parties. This Agreement reflects the complete understanding of the parties. Any change in terms, as discussed in paragraph 16, shall be incorporated into this Agreement and any such incorporation shall include only the specific change(s) contained in the notice discussed in paragraph 16. There are no oral agreements concerning this Agreement. No advertising or marketing statements, materials, or similar are included in this Agreement. This Agreement will not be amended or modified orally. If any provision of this Agreement is held to be void or unenforceable, the rest of this Agreement shall remain in effect.
- 16. Notice of loss or theft. All credit cards we issue remain our property and, if requested, you agree to return any credit card issued to you. You agree to notify us promptly if any credit card we issue to you is lost or stolen. In addition, even if you cancel the use of your Account or a credit card by an authorized user, you are still responsible for any Account balances incurred by the authorized user's that remain unpaid. You may request an increase in your credit line at any time by writing to us at MedCred, 11845 W Olympic Blvd. Suite #1100W, Los Angeles, CA 90064 or calling us at the number included on your monthly statements for such inquiries: (844) 632-3200.
- 17. Changes in This Agreement: We may change any term of this Agreement, including the rate of Finance Charge, by furnishing you notice of the change to the extent required by law. Any such change, whether furnished in writing, electronically, and/or published on our website shall be considered adequate notice of any such change. If permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as to any subsequent transactions.
- 18. Your Cancellation Right: You may cancel this Agreement up to three (3) business days after signing it. To cancel this Agreement, please notify us in writing at MedCred, 11845 W Olympic Blvd. Suite #1100W, Los Angeles, CA 90064. After three (3) business days and once services are rendered, this cancellation right does not apply.
- 19. Credit Investigation: You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit or collection of the Account. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.
- 20. Disputed Accuracy of Credit Report: If you believe we have reported inaccurate information about you to a consumer reporting agency, please contact us at MedCred, 11845 W Olympic Blvd. Suite #1100W, Los Angeles, CA 90064. When you notify us, identify the information in question and tell us why you believe it is inaccurate. If you have the credit report that includes the information that you believe to be inaccurate, include a copy of that credit report.
- 21. No Waiver by Us: You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Agreement without losing them. For example, and without limitation, you agree we may extend the time to make payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any charge or fee without losing our right to impose that charge or fee when it is due under this Agreement.
- 22. OUR PRIVACY POLICY: We collect nonpublic personal information about you from the following sources: (a) information we receive from you on applications or other forms; (b) information about your transactions with us; and (c) information we receive from consumer reporting agencies. We may disclose all the information we collect to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Otherwise, we do not disclose any nonpublic personal information about you (or about any current or former customer) to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order for us to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
- 23. RELEASE OF INFORMATION: Borrower directs and authorizes Doctor to release the medical records necessary to bill and collect for the charges covered in the services underlying this Agreement. Any Protected Health Information released to us shall be handled as confidential pursuant to the federal HIPAA and California Confidentiality of Medical Information Acts. This authorization and release may be terminated at anytime by you by providing us and your Doctor with written notice of such revocation.
- 24. Telephone Monitoring and Recording of Calls: We treat every customer call confidentially. In order to assure that you receive the best possible customer service, and that our employees are complying with our policies and all applicable laws in their contacts with you, on occasion additional employees may monitor calls. You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.
- 25. Change of Address and Governing Law: You agree to notify us promptly in writing if you move or change your email address or cell phone number. Until we receive written or electronic notice of your new address and/or email address, we will continue to send monthly statements and other notices to the address we have on file for this Account. The law of the state of your home will govern this Agreement.
- 26. Established Business Relationship: You further agree that you have an established business relationship with us and may be contacted from time to time regarding your account and products and services that we believe may be of interest to you. You agree that all such contacts are not unsolicited, may be made with an automated dialing announcing or similar device, and may be monitored to assure quality service. You further agree that all such contacts may be made to any telephone number you provide to us, whether a residential number or a wireless, cellular or mobile number.
- 27. Assignment: We may sell, transfer or assign our rights or obligations under this Agreement or your Account without prior notice to you. You may not sell, transfer or assign your rights or obligations under this Agreement or your Account.
- 28. Waiver of Notice: You waive presentment, demand, protest, notice of default, nonpayment, partial payments and all other notices and formalities in connection with the delivery, acceptance, performance, default or enforcement of this Agreement, except those notices that are required by federal regulation.
- 29. Liability for Unauthorized Use: You will have no liability for unauthorized use of your credit card. You agree to notify us promptly if your credit card is lost or stolen, or of the unauthorized use of your card, by emailing us at support@medcred.co or by calling us at (213) 267-1431. If you orally give us notice, you agree to confirm in writing. You agree that unauthorized use does not include use by a person you have authorized to use the credit card or the Account and that you will be liable for such use.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

SUMMARY OF CALIFORNIA REVOLVING CHARGE ACCOUNT TERMS

Disclosures	
Interest Rates and Interest Charges	
	0% introductory APR for the first 30 calendar days from account opening.
Annual Percentage Rate (APR) for purchases	After that, your APR will be up to 18.99% if you enroll in automated payment though ACH (Automated Clearing House = automatic electronic funds transfer system).
	Otherwise, your APR will be up to 22.99% with no ACH.
	24.99%
Penalty APR and When it Applies	This APR may be applied to your account if you fail to make the Required Minimum Monthly Payment by the Due Date for two consecutive billing cycles.
	How long will the penalty APR apply? If your APR is increased for any of these reasons, the Penalty APR will apply until you make six consecutive monthly payments when due.
Paying Interest	We will begin charging you interest on purchases on the transaction date. However, you will not be charged interest for the first 30 days from account opening.
Method of computing the balance for purchases	Average Daily Balance (including new purchases)
Minimum interest charge	\$1.00
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	None
Transaction Fees	None
Penalty Fees - Late Fee - Returned Payment Fee	\$30.00 \$30.00

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The sum of:

- 1. For the new balance shown on your billing statement, the greater of:
 - a. \$30; or
 - b. 3.25% of the new balance shown on your billing statement; or
 - c. The sum of 1% of your new balance shown on your billing statement plus interest and late payment fees charged in the current billing cycle; PLUS
- 2. Any past due amounts

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.