

Document created: _____

Borrower: _____

TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL % RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The dollar amount of credit provided to you or on your behalf.)	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.

Payment Schedule

Number of Payments	Amount of Each Payment	When Payments are Due: (Estimated)

Prepayment: If you pay off your loan early you will not have to pay a prepayment penalty.

Late Payment: For each payment not received in full within 6 days after the date the payment is due, you must pay a late charge equal to the maximum of **\$15.00** OR **5%** of the late payment.

Additional Information: Please read the attached Loan Agreement for additional information on non-payment, default, the right to accelerate payment of this obligation, and Lender's right to require repayment of your debt in full before the scheduled maturity date.

ITEMIZATION OF AMOUNT FINANCED: _____ will be credited on your behalf to: _____ for the purchase of medical related products and/or services.

Please note additional terms below if checked:

- ☐ **___ MONTH SAME AS CASH** This contract contains a ___ Month Same as Cash ("SAC") promotional feature. You will be charged no interest if you pay the entire principal balance including any fees on or before the ___ day from date you execute the Loan Agreement (the "Promotional Period"). You are required to make scheduled monthly payments including interest, as stated above in the Payment Schedule, throughout the SAC Promotional Period. Under the SAC feature, this loan obligation will be satisfied if, prior to end of the Promotional Period, the sum of all scheduled payments made, including the interest collected from those payments, plus any additional payments made equals the "Amount Financed" listed above plus any accumulated fees. If at any time during this SAC Promotional Period you are in default for any reason as described in the Loan Agreement, this SAC feature will become null and void.

If manually signed (not e-signed), please return via:
FAX: (704) 899-5925
- or -
email: loandocs@hcsloans.com

LOAN AGREEMENT

Document created: _____

Borrower: _____

In this Loan Agreement ("Agreement") all references to "CRB," "we," "our," or "us," mean Cross River Bank, NA whose name appears above and anyone to whom CRB assigns or transfers this Agreement. All references to "you," or "your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

1. **PROMISE TO PAY** - You promise to pay _____ plus interest on the unpaid balance until what you owe has been repaid. This is a simple interest, fixed rate loan with an interest rate of _____ per year. Interest on this loan begins on the Delivery Date which may vary from what is disclosed on the Truth-In-Lending Disclosure Statement ("TILA"). **SAME AS CASH - IF APPLICABLE:** If this contract contains a Same as Cash ("SAC") promotional feature, you acknowledge that you will be charged no interest if you pay the entire principal balance including any fees on or before the last day of the advertised SAC promotional period from the Delivery Date. You are required to make scheduled monthly payments including interest, as stated in the TILA in the Payment Schedule, throughout the SAC promotional period. Under the SAC feature, this loan obligation will be satisfied if, prior to end of the promotional period, the sum of all scheduled payments made, including the interest collected from those payments, plus any additional payments made equals the "Amount Financed" listed on the TILA plus any accumulated fees. If at any time during this SAC promotional period you are in default for any reason as described in this Loan Agreement, this SAC feature will become null and void. **COLLECTION COSTS:** No collections costs for IA, WV & WI. For all others you agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney fees.
2. **PAYMENTS** - You promise to make payments of _____ on the date they are due. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect voluntary payment protection, we will either include the premium or program fee in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner we choose.
3. **DEFAULT** - You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.
4. 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.
5. **ACTIONS AFTER DEFAULT** - When you are in default, we may demand immediate payment of the entire unpaid balance under this Agreement. You waive any right you have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment. If we demand immediate payment, you will continue to pay interest at the rate provided for in this Agreement, until what you owe has been repaid. We will also apply against what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default.
6. **LATE CHARGE** - For each payment not received in full within 6 days after the date the payment is due, you must pay a late charge equal to the maximum of **\$15.00 OR 5%** of the late payment. If no late charge is shown, you will not be charged one.
7. **TCPA CONSENT & PRIVACY** - You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls and SMS messages (including text messages) from Cross River Bank, Health Credit Services, and successors, assigns, agents, attorneys and service providers of Cross River Bank and Health Credit Services (collectively, the "Lender Parties" and individually, a "Lender Party") at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that any Lender Party may contact you by email, using any email address you have provided to us or that you provide to us in the future. Any Lender Party may listen to and/or record phone calls between you and Lender Party representatives without notice to you as permitted by applicable Law.
8. **DELAY IN ENFORCING RIGHTS** - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.
9. **CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.
10. **NOTICES** - Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.
11. **NO ORAL AGREEMENTS THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**
12. **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.**

SIGNATURES

By signing, or otherwise authenticating, as Borrower, you agree to the terms of the Loan Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

Borrower Signature and Signature Date

X _____

If manually signed (not e-signed), please return via:
FAX: (704) 899-5925
- or -
email: loandocs@hcsloans.com

EXPIRATION NOTICE:

This loan agreement must be executed and submitted for processing ("Finalized") no later than
After that date this loan offer will expire.

Loan processing and/or
servicing provided by

