

TERMS OF USE

Revised: November 24, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY. Your access and use of any domains and websites (collectively, a "Site"), which are owned and operated by AWL II, Inc., ("AWL" or "Lender"), and your access and use of any of the services that AWL provides or offers through a Site (collectively "Services") are covered by and subject to these Terms of Use.

AWL IS AN ARM OF THE OTOE-MISSOURIA TRIBE OF INDIANS, A FEDERALLY RECOGNIZED INDIAN TRIBE AND SOVEREIGN NATION ("TRIBE"). IT IS AN ENTITY FORMED AND OPERATED PURSUANT TO TRIBAL LAW, IT IS OWNED AND OPERATED BY THE TRIBE, AND IT WAS FORMED FOR THE EXPRESS PURPOSE OF ECONOMIC DEVELOPMENT AND BETTERMENT OF THE TRIBE. BOTH AWL AND THE TRIBE ARE IMMUNE FROM SUIT IN ANY COURT EXCEPT TO THE EXTENT THAT THE TRIBE, THROUGH ITS TRIBAL COUNCIL, EXPRESSLY AND UNEQUIVOCALLY WAIVES THAT IMMUNITY. AWL, AS AN ARM OF THE TRIBE, IS ALSO IMMUNE FROM SUIT IN ANY COURT EXCEPT AS PROVIDED IN THE LIMITED IMMUNITY WAIVER CONTAINED IN THE ARBITRATION AGREEMENT LOCATED HEREIN. AWL IS REGULATED AND LICENSED BY THE TRIBE'S CONSUMER FINANCE SERVICES REGULATORY COMMISSION (THE "COMMISSION") IN ACCORDANCE WITH TRIBAL LAW. YOUR RIGHT TO SUBMIT A DISPUTE IS LIMITED TO THE DISPUTE RESOLUTION PROCESS SET FORTH IN SECTION 15 BELOW. UNLESS YOU TIMELY EXERCISE YOUR RIGHT TO REJECT ARBITRATION IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS IN SECTION 15, ANY DISPUTE YOU HAVE RELATED TO A SITE, SERVICES, OR THESE TERMS OF USE WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

1. CHANGES AND MODIFICATIONS

AWL reserves the right in its sole discretion to temporarily or permanently change or modify these Terms of Use or discontinue a Site, or any portion of a Site, for any reason. Please review these Terms of Use from time to time because your continued access or use of a Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use.

2. GENERAL ELIGIBILITY

When you use a Site, you represent that you are a resident of the United States and are at least 18 years old, and that you agree to abide by all of the terms and conditions of these Terms of Use. Unauthorized use of a Site or Services, including unauthorized access of AWL's systems and misuse of passwords or Site information is strictly prohibited. If you violate any of these Terms of Use or any other agreement between you and AWL, then AWL may restrict, suspend, or terminate your access to any Site and Services without notice.

3. VERIFICATION AND REPORTING

You authorize us to verify any information you may provide to us through a Site or when using the Services, and understand that verification may be ongoing, and permit us to obtain and share information about you (including, without limitation, your identity, digital identity, employment, income, assets and debts, payment history and collection activity) from and with consumer reporting agencies and other sources. We reserve the right to decline a credit application at any time, with cause determined by judgment of risk, upon completion of a review and verification of the information submitted by you and your creditworthiness. You further understand that we reserve the right to suspend Services if we are unable to verify the information you have provided to us to our satisfaction and at our sole discretion.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to AWL and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See AWL's Privacy Policy at <https://www.americanwebloan.com/privacy-policy> for how we treat your data.

You authorize us to request and obtain consumer credit reports from one or more consumer credit reporting agencies ("credit bureaus") in connection with any request for credit and as otherwise allowed by Applicable Law (defined in 16 below). You agree that we may obtain additional credit reports and other information about you in connection with updates, regular payments, account review, collections activity or for any other legitimate purpose. We may also report information about your Loan to credit bureaus.

4. PRIVACY

At all times your information will be treated in accordance with AWL's Privacy Policy, which is incorporated by reference into these Terms of Use and can be viewed at <https://www.americanwebloan.com/privacy-policy>. You agree to AWL's use of your data in accordance with the Privacy Policy.

5. SERVICE RIGHTS AND RESTRICTIONS

All material and content on a Site including but not limited to text, data, articles, designs, software, photos, images, and other information (collectively "Site Content") are the proprietary property of AWL with all rights reserved. Site Content may not be copied, reproduced, distributed, republished, displayed, posted, transmitted, or sold in any form or by any means without AWL's prior written consent. You acknowledge that all Site Content is and shall remain the sole property of AWL. You may only access a Site and use the Services for their intended purpose, and any use of a Site or Services that is not expressly authorized herein is strictly prohibited.

6. TRADEMARKS

Nothing on a Site should be construed as granting you any license or right to use any trademark, whether owned by AWL or a third party, displayed on a Site, without prior written approval of the trademark owner. You may not use, copy, duplicate, display, distribute, modify or reproduce any trademark contained on a Site without the prior express written consent of the trademark's owner.

7. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY

Because AWL operates its platform online and conducts its business solely through the Internet, you must consent to receive all disclosures, notices, documents, agreements, and information associated with the Services ("**Communications**") electronically in order to transact business with us. This section informs you of your rights when receiving electronic Communications from AWL.

Electronic Communications: You agree that AWL, its agents and representatives, may provide all Communications to you electronically. You may still request a paper copy of any Communication by following the procedure outlined below. You also agree all such Communications are electronic records and that, as such, they may be transferred, authenticated, stored, and transmitted by electronic means. You may still request a paper copy of any Communication by following the procedure outlined below.

Hardware and Software Requirements: In order to receive Communications electronically, you must have the following: (1) access to the Internet; (2) an active email account; (3) software capable of receiving email through the Internet; (4) supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and (5) hardware capable of running this software. To ensure access and optimal printing of your loan documents in PDF format, you must have Adobe Reader. To install the free version of Adobe Reader, click [here](#) or visit <http://get.adobe.com/reader/>.

Additional Mobile Technology Requirements: If you access our Site and Communications electronically via a mobile device (such as a smart phone or tablet) or if you download and use our Mobile App, then in addition to the above requirements, you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

Requesting a Paper Copy: You may request from us a paper copy of any Communication that we have provided or made available to you electronically without charge, provided that such request is made within 20 business days after we first provided the Communication to you. To request paper copies, you must send an e-mail to documentrequest@awlinc.com with the subject line "Paper Copy Request" and in the body of the e-mail you must state your e-mail address, full name, US Postal address, and telephone number, and also describe the Communication or Communications for which you request a paper copy. You may also submit your request by mail to AWL II, Inc., 3910 W. 6th Avenue, Box 277, Stillwater, OK 74074, Attention: Compliance Department. There is no fee for a paper copy.

Withdrawing Consent: You may withdraw your consent to receive future Communications electronically by sending us your request in writing to customercare@americanwebloan.com with the subject line of "Withdraw Electronic Consent" and including your full name, US Postal Address, email address, and telephone number in the body of the email. Your withdrawal of consent will be effective only after we have had a reasonable period to process your request. If you decide to withdraw your consent, it will not affect the validity, effectiveness or enforceability of any prior Communications sent to you electronically prior to the date that your withdrawal of consent becomes effective.

Changes in Contact Information: You agree to keep us informed of any changes in your contact information, including any changes to your email address, so that you can continue to receive Communications timely. You may update your contact information by logging into your account through AWL's Account Portal, by calling us at (877) 860-7171, by emailing customercare@americanwebloan.com, or by writing to us at AWL II, Inc., 3910 W. 6th Avenue, Box 277, Stillwater, OK 74074, Attention: Compliance Department.

Your Electronic Signature: Your "**electronic signature**" means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by you with the intent to sign the record. Electronic signatures may also be obtained by email, text messages, faxes, or recorded touch tone capture files. For example, if you were to reply "Agree" to a text message referencing an agreement or push a specific number on your phone which is recorded by an interactive voice response or call recording system as an electronic file, then you are creating an electronic signature. You agree that your electronic signature will have the same force and effect and will bind you in the same manner and to the same extent as a physical signature would do, in accordance with E-SIGN to the extent applicable. You further acknowledge and agree that whenever you click a submission button on a Site, such as when you complete an application and submit it electronically, that you are providing your electronic signature, confirming your agreement to the transaction and certifying that all information you have provided in connection with the transaction is complete and accurate.

Consent and Acknowledgement: You acknowledge and agree that:

- a. You can view this consent. You are also able to download and review files within a web browser or a mobile device;
- b. You have (1) access to the Internet, (2) an active email account, (3) software capable of receiving email through the Internet, (4) supported Web browsing, and (5) hardware capable of running this software, an account with an Internet service provider, and the ability to send e-mail and receive email with hyperlinks to websites;
- c. You have read the information about the requirements to receive Communications electronically, and the use of electronic signatures;
- d. You consent to the use of electronic Communications and electronic signatures;
- e. When you click a signature button to 'process your loan', you are (i) adopting an electronic process to confirm your consent to the transaction, (ii) affixing your signature electronically to the agreement associated with the transaction, and (iii) certifying that all information you have provided in connection with the transaction is complete and accurate; and
- f. Your electronic signature will have the same force and effect and will bind you in the same manner and to the same extent as a physical signature would do, and that your consent to conduct business electronically inures to us, as well as our affiliates, agents, employees, successors, and assigns.

8. CONSENT TO TELEPHONE COMMUNICATIONS

Consent Generally: You agree and consent to be contacted by us, our employees, agents, representatives, affiliates and/or anyone calling on our behalf (collectively, "**Representatives**") at any telephone number (including any mobile phone number) you provide to us and any physical or electronic address you provide to us, and you agree that we may use multiple means to contact you including, but not limited to, SMS messaging or other text messaging, autodialed or prerecorded messages, direct drop voicemail, push notifications, email and other technologies. You agree that automated messages may be played when the telephone is answered, whether answered by you or someone else, and an agent or representative may leave a message on your answering machine, voicemail or by text. Your provider's messaging and data rates may apply to all SMS text messages. You may opt out of receiving SMS messages by: (1) sending "STOP" to the SMS text message you received; (2) calling us at (972) 481-3506; or (3) emailing customer service at customercare@americanwebloan.com. Data obtained from you in connection with this SMS service may include your name, address, cellphone number, your provider's name, the date and time, and content of your messages. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your network operator. To view our [privacy policy](http://www.americanwebloan.com/privacy) visit www.americanwebloan.com/privacy.

Consent to Receive Marketing Offers: You agree and consent that we and our Representatives may use multiple means including direct mail, email, autodialed or pre-recorded phone calls, direct drop voicemail, SMS, text, push notifications, and other technologies) to contact you at any telephone number (including any mobile phone number) and any physical or electronic address you provide to us to inform you of products and services that we think may interest you. Your consent will be effective even if the number you have provided is registered on any state and/or federal Do-Not-Call list. Your consent will remain in effect until you revoke it and it is not a condition of obtaining a loan. If you would like to stop receiving SMS text messages, please notify us by texting "STOP" or by calling us at (972) 481-3506 and follow the voice prompts. If you would like to stop receiving marketing offers by email, please click the 'unsubscribe' link at the bottom of the communication. Alternatively, you may email us at opt-out@americanwebloan.com or write to us at AWL II, Inc., 3910 W. 6th Avenue, Box 277, Stillwater, Oklahoma 74074, Attention: Compliance Department. If you wish to change or stop receiving offers to specific telephone numbers, you may also call us at (877) 860-7171 or email customer service at customercare@americanwebloan.com.

9. COPYRIGHT COMPLAINTS

If you believe that any material on a Site infringes upon any copyright that you own or control, you may send a written notification to us via email at legal@awllinc.com, or via regular mail at AWL II, 3910 W. 6th Avenue, Box 277, Stillwater, OK 74074, Attn: Legal Department. In your notification, please:

- a. Confirm that you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- b. Identify the copyrighted work or works that you claim have been infringed;
- c. Identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);
- d. Provide your contact details, including an email address; and
- e. Provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

10. LINKS TO THIRD-PARTY SITES

The Site may enable access to third-party services and websites (collectively and individually, "**Third Party Services**"). Use of the Third Party Services may require you to have Internet access and for you to accept additional terms of service or use. Since third-party websites may have different privacy policies and/or security standards that govern those third-party sites, we advise you to review the privacy policies and terms and conditions of those third-party websites prior to providing any personal information. AWL does not warrant or endorse and does not assume and is not responsible or liable to you or any other person for any Third-Party Services, or for any other materials, products, or services of third parties. Third Party Services are provided solely as a convenience to you. By using the Third Party Services, you acknowledge and agree that AWL is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, compliance, legality, quality or any other aspect of such Third Party Services.

You agree that the Third Party Services may contain proprietary content, information, and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for a permitted use under the applicable terms of service or use. No portion of the Third Party Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, publicly display, publicly perform or create derivative works based on the Third Party Services, in any manner, and you shall not exploit the Third Party Services in any unauthorized way whatsoever.

In addition, Third Party Services that may be accessed from, displayed on or linked to from smartphones or other mobile devices are not available in all languages or in all countries. AWL makes no representation that such Third Party Services are appropriate or available for use in any particular location. To the extent you choose to access such Third Party Services, you do so at your own risk and are solely responsible for compliance with all applicable laws. AWL reserves the right to change, suspend, remove, or disable access to any Third Party Services at any time without notice or liability. In no event will AWL be liable for the removal of or disabling of access to any such Third Party Services. AWL may also impose limits on the use of or access to certain Third Party Services, in any case, and without notice or liability.

11. DISCLAIMER OF WARRANTIES

AWL PROVIDES ITS SITE AND SERVICES "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ADDITIONALLY, AWL MAKES NO CLAIM OR GUARANTEE AS TO THE ACCURACY OF ANY INFORMATION PROVIDED OR SITE CONTENT.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL AWL OR ITS DIRECTORS, OFFICERS, OR REPRESENTATIVES BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM YOUR USE OF THE SITE OR SERVICES, EVEN IF AWL IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AWL and its officers, directors and Representatives for damages, injuries, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys' fees), arising in connection with any claim, suit, proceeding, or other action arising from your use of a Site or Services, your conduct in connection with your use of a Site or Services, or your violation of these Terms of Use or of any law or the rights of any third party.

14. WAIVER OF CLASS ACTIONS, REPRESENTATIVE ACTIONS, JURY TRIAL

Class actions, other similar representative procedures and consolidation of claims are **NOT** available under these Terms of Use. **YOU UNDERSTAND AND AGREE THAT YOU MAY NOT SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, NOR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY PROCEEDING WITH RESPECT TO ANY DISPUTE (DEFINED BELOW) OR CLAIM.** Further, you understand and agree that (a) you may not join your Dispute with others, (b) you must resolve your Dispute(s) separately, and (c) you will not assert and waive any claim or right to have a Dispute resolved by a jury trial.

15. ARBITRATION AGREEMENT:

Please read this Arbitration Agreement carefully. This Arbitration Agreement provides that all Disputes (defined below) between you and us must be resolved by binding arbitration. **UNDER THIS ARBITRATION AGREEMENT, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT AND TO HAVE A JUDGE OR JURY RESOLVE YOUR DISPUTE.**

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AND OPT OUT OF ARBITRATION, BUT IF YOU WISH TO REJECT IT, YOU MUST DO SO TIMELY AS PROVIDED BELOW.

How to Reject this Arbitration Agreement. To reject this Arbitration Agreement, you must send us a written notice stating you reject this Arbitration Agreement and include your name, your loan account number (or last 4 digits of your social security number) and address. Your notice must be mailed to AWL II, 3910 W. 6th Avenue, Box 277, Stillwater, Oklahoma 74074 or emailed to legal@awiinc.com. **Your Rejection notice must be post-marked or emailed on or before the "Arbitration Rejection Date," which is (a) 30 days after the date you applied for a loan, or, in the event you obtained a loan, (b) 30 days after the Loan Date set forth at the top of your Loan Agreement.** Rejection notices that are sent to any other address or are communicated verbally or are sent or postmarked after the Arbitration Rejection Date will not be accepted or effective.

What Happens If You Reject this Arbitration Agreement. If you reject this Arbitration Agreement timely and as provided herein then:

- a. You will have **IRREVOCABLY AGREED** to the **EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION** of the **SOUTHERN PLAINS COURT OF INDIAN OFFENSES** in Oklahoma. For a copy of the Court Rules, please visit the Court of Indian Offenses website at <https://www.bia.gov/regional-offices/southern-plains/court-indian-offenses> ;
- b. You will have **WAIVED ALL OBJECTIONS** to such jurisdiction and venue;
- c. You will have consented to have your Dispute heard on an **INDIVIDUAL BASIS** only; and
- d. You will have **WAIVED ANY RIGHT** to and **AGREED NOT 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 court or in arbitration, with respect to any claim or Dispute that is subject to arbitration.

- e. **Definitions:** For purposes of dispute resolution and this Arbitration Agreement, the terms "**you**" and "**your**" include you as the borrower and your heirs, guardian, personal representative, or trustee in bankruptcy; the terms "**we**," "**our**," and "**us**" mean Lender, Lender's agents, servicers, assigns, vendors and any third party, Lender's affiliated companies, the Tribe, and each of its and their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns. Any claim, dispute or controversy of any kind or nature between you and us about or involving your loan, your loan account, any prior loans or accounts you held with us (collectively "**loan account**"), your current loan agreement with us (including future amendments) or any prior loan agreement with us (all of which collectively are a "**Loan Agreement**") or our relationship is referred to as a "**Dispute**". Disputes include, for example, claims or disputes arising from or relating in any way to: the interpretation, applicability, validity, arbitrability, enforceability, formation or scope of any Loan Agreement or this Arbitration Agreement; transactions between you and us; any interest, charges, or fees assessed on your loan; any service(s) or programs related to your loan; any communications related to your loan; and any collection or credit reporting of your loan. Disputes also include claims or disputes arising from or relating in any way to advertising and solicitations, or the application for, approval, or

establishment of your loan. Disputes are subject to arbitration regardless of whether they are based on contract, tort, constitutional provision, statute, regulation, common law, equity or other source, and regardless of whether they seek legal, equitable and/or other remedies. All Disputes are subject to arbitration whether they arose in the past, may currently exist or may arise in the future. Arbitration will apply even if your loan is closed, sold or assigned; you pay us in full any outstanding debt you owe; or, to the maximum extent permitted by applicable bankruptcy law, you file for bankruptcy. If your loan is sold and/or assigned, we retain our right to elect arbitration of Disputes by you and you retain your right to elect arbitration of Disputes by us.

f. Arbitration, generally: When you submit a Dispute to arbitration:

- Your rights will be determined by a **neutral arbitrator** and not a **judge or a jury**.
- The procedures in arbitration are simpler and more limited than rules that are applied in court proceedings.
- Decisions by an arbitrator are subject to **very limited review by a court**.
- You agree that the most current version of the Arbitration Agreement (except for any updates you have rejected properly within the time and manner provided) that is in effect as of the date we receive your notice of Dispute will govern the Dispute.

g. Law Governing: This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and the law applicable in arbitration is Applicable Law, as that term is defined in Section 16 below.

h. Clarification Regarding Governing Law: As separately provided, the law applicable in arbitration is Applicable Law, which includes applicable federal law. This means that in arbitration you are entitled to invoke the same body of federal law that you would have been entitled to invoke in litigation. In other words, proceeding in arbitration gives you access to the exact same body of federal remedies available in litigation.

i. Application to Class Actions, Representative Actions and Waiver of Jury Trial: Class actions, other similar representative procedures and consolidation of claims are **NOT** available under this Arbitration Agreement. **YOU MAY NOT SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, NOR MAY YOU PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN COURT OR IN ARBITRATION, WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION.**

Further, you may not join your Dispute with other persons in the arbitration; each person must arbitrate his or her own Dispute(s) separately. You also waive your right to have a court or jury trial resolve your Dispute.

j. Informal Resolution: You and we agree to attempt to first resolve any Dispute informally. You agree that you will notify us of your Dispute by sending an email to legal@awllnc.com. Your email must include your name, your loan account number (or last 4 digits of your social security number), and address; describe the nature and basis of your Dispute; and use the phrase "Notice of Dispute" in the subject line. We will investigate your Dispute and let you know of our decision within 30 business days from the date we received your correspondence. If you do not accept our decision, then you may submit your Dispute to final and binding arbitration in the manner described in the section below (unless you have properly rejected the Arbitration Agreement in the time and manner provided above).

k. Proceeding in Arbitration: If the Dispute cannot be resolved informally, then you or we may file a claim for arbitration with the American Arbitration Association ("AAA") through its website at www.adr.org. If the AAA is unable or declines to administer the Dispute, then you and we agree to select a substitute arbitration organization to administer the Dispute. If you and we cannot agree on a substitute arbitration organization, then either of us may petition the United States District Court for the Northern District of Oklahoma or the courts of the state of Oklahoma sitting in Kay County to appoint the arbitration service provider, as permitted under 9 U.S.C. 5. (The AAA and any substitute arbitration service provider selected or appointed as contemplated here collectively are the "**Arbitration Organization**".) We will reimburse your filing fees, reasonable attorneys' fees and other costs of arbitration if you prevail. After the Arbitration Organization notifies the parties that an arbitration demand has been filed, the responding party will have 14 days to file a response or counterclaim. After filing of the claim, response or counterclaim (if elected), no further claims or counterclaims may be made except on motion to the arbitrator. Any delay or failure to file a counterclaim or response will not delay an arbitration from proceeding.

l. Selecting the Arbitrator: The Arbitration Organization will provide you and us with a list of at least three arbitrator candidates from the National Roster, which, in order to be deemed acceptable as an arbitrator candidate, must (i) be either a retired judge or an attorney, (ii) have experience in contract matters, and (iii) to the extent practicable, have experience in Federal Indian law. You and we will select one arbitrator from that list of candidates. If you and we cannot agree on an arbitrator within 10 days, then you or we may ask the Arbitration Organization to appoint an arbitrator from the list of candidates. If the designated arbitrator becomes unable or unwilling to proceed, then you and we agree that a substitute arbitrator will be appointed pursuant to the AAA Consumer Arbitration Rules.

m. Preliminary Management Hearing; Discovery; Motions: The Arbitration Organization will schedule a preliminary management hearing with the appointed arbitrator to narrow the issues and establish a schedule and procedure for any law and motion proceedings to expedite arbitration. The preliminary management hearing will be conducted by conference call, video conference or internet. Discovery will be completed within 60 days of this preliminary management hearing and will consist exclusively of: (a) one set of interrogatories to each party not to exceed fifteen (15) in number including subparts, and (b) loan account information and documents pertaining to credit that you sought or obtained from us. Subject to Principle 13 of the AAA's consumer Due Process Protocol, any other forms of discovery will be allowed only upon a showing of good cause to the arbitrator. The arbitrator will honor claims of privilege recognized by law and will take appropriate steps to protect confidential or proprietary information. The arbitrator may decide any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment.

n. Administration and Procedures; Award; Fees:

The AAA Consumer Arbitration Rules, available at www.adr.org/Rules, will be used to administer the arbitration, and you and we each agree that the Dispute will be arbitrated solely through submission of documents in accordance with the AAA Procedures for the Resolution of Disputes Through Document Submission, without an in-person or telephonic hearing. If the arbitrator decides that an in-person hearing is necessary, however, then the arbitration will be conducted on Tribal land or within thirty (30) miles of your then-current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) to relinquish or waive the sovereign status or immunity of the Tribe, (b) to relinquish or waive the sovereign status of the Lender or expand the scope of the limited waiver provided by Lender below in the paragraphs entitled "Enforcement of Award", or (c) to constitute a transaction of business in any place other than the Indian country of the Tribe.

The arbitrator is bound by the terms of this Arbitration Agreement. He or she must apply Applicable Law, the terms of the Loan Agreement and this Arbitration Agreement. If the AAA's rules or procedures are different than the terms of this Arbitration Agreement, the terms of this Arbitration Agreement will control. You and we agree that the arbitrator will issue a concise written award, in accordance with the timing requirements under the AAA Rules. The decision and award shall have no precedential or collateral estoppel effect. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses, at any time during the proceeding and upon request from you or us within 14 days of the

the payment and reimbursement of fees and expenses, at any time during the proceeding and upon request from you or us within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed in this paragraph supplements any right to attorneys' fees and expenses you may have under Applicable Law, but you may not recover duplicative awards of attorneys' fees or costs. If we prevail in arbitration and have a right to an award of attorneys' fees and expenses, we will not seek such an award.

- o. **Appeal:** You or we can file a written appeal to the Arbitration Organization within 30 days after an award is issued by filing a notice of appeal with any AAA office, which appeal will be administered by the Arbitration Organization pursuant to AAA's Consumer Appellate Arbitration Policy, available [here](#) and at https://www.adr.org/sites/default/files/document_repository/Consumer_Appellate_Arbitration_Policy_0.pdf. Any review by a court shall be governed by Sections 10 and 11 of the Federal Arbitration Act.
- p. **Enforcement of Award:** Any final arbitration award will be binding on the named parties and judgment on the arbitration award may be entered in, and be enforceable by, the United States District Court for the Northern District of Oklahoma or if such federal court fails to find jurisdiction, then in the courts of the state of Oklahoma sitting in Kay County, and appellate courts therefrom. Lender grants a limited waiver of its sovereign immunity which is limited to (i) arbitration of a Dispute only in accordance with and subject to the terms of this Arbitration Agreement, and (ii) enforcing a final award issued in such arbitration in the United States District Court for the Northern District of Oklahoma or if such federal court fails to find jurisdiction then in the courts of the state of Oklahoma sitting in Kay County, and appellate courts therefrom. This limited waiver is made by Lender to you only, does not include any waiver (express or implied) to any other person, and does not waive the sovereign immunity of the Tribe or any of the Tribe's other entities.
- q. **Severability:** The provisions of this Arbitration Agreement will, where possible, be interpreted to sustain its legality and enforceability. If any provision of these Terms of Use or this Arbitration Agreement or the whole of it is determined to be unenforceable, then the arbitrator may sever and/or reform any such provision to make it enforceable. The arbitrator may not, however, reform the clause requiring for Disputes to be heard on an individual basis or the waiver of the right to participate in any class or collective action against us.

15. MISCELLANEOUS

Choice of Law; Jurisdiction and Venue: These Terms of Use shall be governed by Tribal Law and applicable federal law (collectively "**Applicable Law**"). The term "**Tribal Law**" means any law, ordinance or regulation duly enacted by the Tribe or the Otoe-Missouria Consumer Finance Services Commission.

Severability: If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

Acknowledgement: You represent and warrant that when you access and use a Site or the Services, all information you provide to us will be complete and accurate, and you acknowledge and understand that your access and use of a Site and the Services occurs in Indian country within the Tribe's reservation in Red Rock, Oklahoma. You further acknowledge and agree that any claims or defenses whatsoever asserted by or on behalf of you will be subject to the dispute resolution process and jurisdiction agreed to in these Terms of Use.

Waiver: AWL's failure or delay in exercising any right, power, or remedy under these Terms of Use shall not operate as a waiver of any such right, power, or remedy.

17. CONTACTING US

If you have questions, comments, or complaints regarding these Terms of Use, a Site, or Services, you may call (877) 860-7171, email us at compliance@americanwebloan.com or write to AWL II, Inc. 3910 W. 6th Avenue, Box 277, Stillwater, OK 74074, Attention: Legal Department.