Borrower Registration Agreement

This Personal Loan Borrower Registration Agreement (this “Agreement”) is made and entered into between you (“you” and “your” refer to each and every borrower, including any joint applicant/co-borrower) and Live Oak Financial Funding LLC (“LOFF,” “we,” “us” and “our”).

The Live Oak marketplace is an online credit platform (the “Platform”) operated and administered on LOFF’s behalf by the Platform Operator. “Platform Operator” has the meaning given in LOFF’s administration agreement governing the Platform (the “Administration Agreement”). Live Oak Financial LLC (“LOF”), in its separate capacity, is the originating lender for personal loans made through the Platform. “Servicer” means the person then servicing the applicable Borrower Loan under the Administration Agreement or another permitted servicing arrangement.

This Agreement governs your registration on the Platform as a borrower and your submission of a loan request (“Listing”) through the Platform. If your Listing is funded, you will be required to enter into separate loan documents with LOF (the “Loan Documents”), including a promissory note (the “Borrower Note”) and applicable disclosures. This Agreement is not, by itself, a commitment to lend, and it does not constitute the Borrower Note.

By accepting this Agreement, you agree to comply with the Terms of Use and Electronic Consent and any other rules or policies made available through the Platform (collectively, the “Platform Terms and Conditions”), each as may be amended from time to time as permitted by applicable law.

1. Registration as a Borrower. You are registering with LOFF as a borrower so that you can submit Listings through the Platform.
2. Authorization to Obtain Credit Report and Verify Information. By registering on the Platform as a borrower, you authorize LOFF, LOF, or their respective agents to obtain consumer reports and/or investigative consumer reports (including credit reports) from one or more consumer reporting agencies (a) in connection with an application for an extension of credit, (b) in order to consider your eligibility for and to present you with other credit products, offers or services, or (c) at any other time in our sole discretion during the term of any Borrower Loan. We may use such reports for any lawful purpose, including but not limited to (i) for authentication purposes, to make sure you are who you say you are; (ii) to make credit and underwriting decisions; (iii) for modeling, audit and analysis purposes; (iv) in connection with the offer and sale of Borrower Payment Dependent Notes (“Notes”) and/or the sale, assignment or transfer of any Borrower Loan (including to LOFF); (v) to obtain and display information and characteristics from your consumer report to prospective investors in your loan or Notes, and to other third parties as permitted by applicable law; and (vi) to market products or services to you (subject to applicable law and your marketing preferences, if any). You authorize us to verify information in your consumer report and your Listing and application, and you agree that we may contact third parties without further notice to you to verify any such information.
3. Loan Origination; Assignment; Servicing; No Power of Attorney.
    a. Originating Lender. You acknowledge and agree that LOF is the originating lender for any Borrower Loan made to you through the Platform, and that you will enter into the Loan Documents directly with LOF if your Listing is funded.
    b. Assignment to LOFF. You acknowledge and agree that LOF may sell, assign or otherwise transfer all or any portion of a Borrower Loan and/or its rights under the Loan Documents, including to LOFF, without further notice to you except as required by applicable law. You agree that any such sale, assignment or transfer will not affect your obligations under the Loan Documents.
    c. Servicing and Servicing Transfers. You acknowledge and agree that LOFF or the Servicer, directly or through permitted payment processors, collection agencies, or other agents, may service, administer and/or collect payments on any Borrower Loan. You consent to any servicing transfer and agree to cooperate with the Servicer.

d. No Power of Attorney; No Note Registrar. You are not appointing LOFF, LOF, or any other person as your attorney-in-fact under this Agreement, and neither LOFF nor LOF is authorized to sign the Borrower Note or any other Loan Document on your behalf.

4. Listings.

   a. To receive a Borrower Loan through the Platform, you must submit a Listing. The Listing is your request for a Borrower Loan in the amount and on the terms presented to you during the application process. In order to submit a Listing through the Platform, you must have a good faith intent to obtain and repay your Borrower Loan, and your Listing must be consistent with that intent.

   b. Funding of Listings. In order for your Listing to become a Borrower Loan, your Listing must be approved for funding in an amount equal to or exceeding the minimum funding amount applicable to your Listing, as determined by us. We may, in our sole discretion, offer a partial funding option (which means your Borrower Loan may be funded if it receives subscriptions totaling less than the full amount of your requested Borrower Loan but equal to or exceeding the applicable minimum), and we may change such policies from time to time. Any applicable minimum funding amount and any partial funding option will be disclosed to you during the loan application process and/or through the Platform.

   c. Information Included in Listings. To submit a Listing, you must provide the loan amount you are requesting and such other information as we request, which may include (without limitation) your annual income, occupation, employment status, loan purpose, requested term and other application information. You authorize and agree that we may include in your Listing and display to prospective investors information that we obtain or derive in connection with your application and Borrower Loan, including without limitation:

      (i) non-derived information you provide to us (for example, requested loan amount, loan purpose, requested term, annual income, occupation and employment

      (ii) information from your consumer report(s) obtained pursuant to Section 2 above, including characteristics and attributes derived from or based upon such reports;

      (iii) information derived from or calculated based on information you provide or that we obtain from third parties in connection with your application or Borrower Loan (including information obtained through bank account verification, identity verification, income verification, fraud and compliance checks, and payment history).

      You authorize us to verify your residence, income, employment and any other information you provide in connection with a Listing or your registration as a borrower, and you agree that we may contact third parties to verify information you provide. If any such information changes after you submit a Listing but before your Listing is funded, you must promptly notify us of the change or, if available, withdraw your Listing.

   d. Prohibited Information; Listing Content Covenants. In providing information in connection with your Listing, your application, or any communications or content you submit through the Platform, you may not include (i) any personally identifiable information, including, without limitation, your name, address, phone number, email address, Social Security number, driver's license number, bank account number or credit card number, (ii) any information that reveals your race, color, religion, national origin, sex, marital status, age, sexual orientation, military status, source of income, or plans for having a family, and (iii) any information that is inconsistent with your obligations to refrain from engaging in any Prohibited Activities (as defined below) (any information of the type described in parts (i), (ii) or (iii) being, "Prohibited Information"). We may take remedial action with respect to any Prohibited Information you submit or provide in connection with the Platform, including without limitation canceling any Listing containing Prohibited Information or deleting or modifying all or any portion of any content that contains Prohibited Information; provided, however, that we are under no obligation to take any such action, and any submission of Prohibited Information by you is done solely at your own risk.

e. Withdrawal of Listings. YOU HAVE THE RIGHT TO WITHDRAW YOUR LISTING AT ANY TIME PRIOR TO THE FUNDING OF YOUR BORROWER LOAN (OR SUCH OTHER POINT AS IS DISCLOSED TO YOU DURING THE APPLICATION PROCESS). AFTER YOUR BORROWER LOAN IS ORIGINATED, YOU DO NOT HAVE ANY RIGHT TO RESCIND THE BORROWER LOAN, EXCEPT AS REQUIRED BY APPLICABLE LAW.

f. Additional Loans. Additional loans are subject to additional restrictions. The guidelines and eligibility requirements for additional loans, if any, may be made available through the Platform and are subject to change by us in our sole discretion at any time as permitted by applicable law.

g. Prohibited Activities. You agree that you will not, in connection with any Listings, investor subscriptions, Borrower Loans or other transactions involving or potentially involving LOFF or LOF, (i) make any false, misleading or deceptive statements or omissions of material fact; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from, any investor or other person any fee, bonus, additional interest, kickback or thing of value of any kind, including in exchange for such person's subscription, or offer or agreement to subscribe, with respect to your Listing; or (iv) represent yourself to any person as a director, officer or employee of LOFF or LOF unless you are such director, officer or employee.

5. Right to Verify Information and Cancel Funding.

a. We reserve the right to verify the accuracy of all information provided by borrowers and investors in connection with Listings, subscriptions and Borrower Loans. We also reserve the right to determine in our sole discretion whether a registered user is using, or has used, the Platform illegally or in violation of any order, writ, injunction or decree of any court or governmental instrumentality, for purposes of fraud or deception, or otherwise in a manner inconsistent with the Platform Terms and Conditions or any agreement between us or LOF and such user. We may conduct our review at any time - before, during or after the submission of a Listing, or before or after the funding of a Borrower Loan. You agree to respond promptly to our requests for information in connection with any such review by us. We reserve the right to cancel your Listing if we determine, under our sole discretion, that you have failed to respond to our requests for information in a timely manner in connection with our verification process.

b. In the event we determine that a Listing, or an investor subscription for the Listing, contains materially inaccurate information (including but not limited to inaccuracies related to your income, residence or creditworthiness, whether or not due to changes in circumstance) or was submitted illegally, in violation of any order, writ, injunction or decree of any court or governmental instrumentality, for purposes of fraud or deception, or otherwise in a manner inconsistent with the Platform Terms and Conditions or any agreement, or was generated in error or is otherwise inconsistent with the applicable credit policy and criteria, or verification process, we may cancel the Listing and/or cancel all investor subscriptions with respect to that Listing.

c. When a Listing receives subscriptions equal to or exceeding the minimum amount required for the Borrower Loan to fund, we may conduct a "pre-funding" review prior to funding of the Borrower Loan. Borrower Loan funding occurs when Borrower Loan proceeds are disbursed to you or at your direction. We may, at any time and in our sole discretion, delay funding of a Borrower Loan (i) in order to enable us to verify the accuracy of information provided by you, or provided by investors in connection with the Listing; (ii) in order to reconfirm investor subscriptions made with respect to the Listing; (iii) to determine whether there are any irregularities with respect to the Listing or the investor subscriptions; or (iv) if we become aware of information concerning you or the Listing during our pre-funding review, as a result of which we determine, in our sole discretion, that the likelihood of you not making payments on the Borrower Loan is materially greater than would be expected based on the risk assessment assigned to your Listing. We may cancel or proceed with funding the Borrower Loan, depending on the results of our pre-funding review. If funding is cancelled, the Listing will be removed from the Platform and all investor subscriptions against the Listing will be cancelled. In the event we cancel funding of a Borrower Loan, we will notify you, and investors who made subscriptions with respect to the Listing of such cancellation.

d. We may verify any of the information you provide in applying for a Borrower Loan and creating a Listing, and may require that you submit evidence sufficient to permit us to verify the information you provided or other information we deem necessary. We may use automated verification, manual documentation review, or both, and may determine which verification methods are required for a particular application, loan product or credit review. We have sole discretion to determine what evidence suffices, and it is your obligation to provide that evidence. If you fail to do so within a reasonable timeframe within our discretion, we may cancel your Listing. However, if we are able to obtain the information we require from other sources, or determine that the information is no longer necessary, your Borrower Loan may originate even though you have not submitted the required documents.

e. Transactions and Bank Account Verification. If you provide your bank login credentials to a bank verification vendor hosted on our site, you agree that LOFF, LOF, and their respective agents and affiliates may access and obtain your bank account information, including without limitation your account and routing number, account holder name, and transactional history. We may access and obtain this information for any bank account available through your bank login credentials. You authorize us to use this information for any lawful purpose, including to verify your bank account (including ownership), income and employment, identity, for anti-fraud purposes, and to determine or verify eligibility (including for a loan or for specific terms such as pricing). We may access and obtain this information throughout the term of your Borrower Loan.

   Depending on which service you select and which vendor we utilize, you may use/authorize Plaid Inc. ("Plaid") to gather your bank account information from certain financial institutions and provide that information to Us. You grant Plaid and Us the right, power and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution, as described above. By using the Plaid service, you agree that you are providing your bank login credentials to Plaid and that your personal and financial information will be transferred, stored and accessed by Plaid in accordance with the Plaid Privacy Policy. For information on how Plaid stores and uses your bank credentials and account information, please review Plaid's privacy policy, available at https://plaid.com/legal.

   You understand that if you provide inaccurate credentials, your bank may restrict your ability to access your account information until you can establish your identity and reset your credentials, and we may be unable to process your loan application. If we are not able to verify necessary items through this process, we may require another verification method, request additional information or documentation, conduct manual review, or be unable to process your loan application.

6. Listing Review; Borrower Loan Funding.

   a. We may make your Listing and related information described above available through the Platform in connection with reviewing and funding your loan request.

   b. If your Listing is approved for funding and you accept the final loan amount, LOF will make the Borrower Loan to you, subject to our rights to verify information and cancel funding as described above. The Borrower Loan will be evidenced by the Borrower Note and other Loan Documents between you and LOF. Borrower Loan proceeds may be disbursed into your designated deposit account or may be paid directly to a third party at your direction or in accordance with the Loan Documents. The Servicer will service the Borrower Loan on behalf of its owner.

   c. We do not warrant or guarantee that your Listing will be approved for funding, or that you will receive a Borrower Loan as a result of submitting a Listing.

   d. To safeguard your privacy rights, your name and address will not be included in the Listing made available through the Platform, except as required by applicable law and except to the extent disclosed in our Platform Terms and Conditions and/or privacy policy.

7. Compensation. This Agreement does not impose any Borrower Loan fee. If you receive a Borrower Loan, any origination fee payable in connection with that Borrower Loan will be governed solely by the Loan Documents and applicable disclosures and may be deducted from the Borrower Loan proceeds only as stated in those documents and disclosures.

8. Making Your Borrower Loan Payments; Automatic Payments. At the time you register as a borrower, you (or your joint applicant/co-borrower, as applicable) must provide your bank account information to facilitate transfers of funds to and from your bank account. Your Borrower Loan payments will be made by the payment method you choose and as described in the Loan Documents. The Servicer or its agents will service all Borrower Loans you obtain through the Platform, and all communications regarding your Borrower Loan must be made to the Servicer or its agents.

   a. Authorization for ACH Debits and Credits. By entering into the Loan Documents, you will authorize LOF, LOFF, the Servicer and/or their agents to initiate electronic fund transfers, including ACH debits and credits, to and from the deposit accounts you designate to disburse Borrower Loan proceeds and collect scheduled payments and other amounts expressly due under the Loan Documents and permitted by applicable law.

   b. AutoPay Default; Opt-Out. Unless prohibited by applicable law or the Loan Documents, you agree that your Borrower Loan will be enrolled in automatic recurring payments (“AutoPay”). If you wish to opt out of AutoPay, you must email contact@live-oak-financial.com with your name, your Platform account identifier and, if available, your Borrower Loan identifier, and your reason for opting out. We may require you to use an alternative payment method and/or to satisfy additional verification steps in connection with any AutoPay opt-out request. Nothing in this Agreement limits your rights under applicable law to stop payment of an ACH debit by notifying your financial institution.

   c. Timing. ACH processing timelines, weekends, holidays and “return” windows may affect the timing of when we receive and credit payments.

9. Collection & Reporting of Delinquent Borrower Loans; Servicing Cooperation. In the event you do not make your Borrower Loan payments on time, the lender, the owner of the Borrower Loan and/or the Servicer will have all remedies authorized or permitted by the Loan Documents and applicable law. In addition, if you fail to make timely payments, your Borrower Loan may be referred to a collection agency for collection. LOF, LOFF, the Servicer or their agents may report payment delinquencies in accordance with applicable law. You agree to cooperate with LOF, LOFF, the Servicer and any collection agent, including by promptly providing updated contact information, responding to reasonable requests for information and documentation, and taking reasonable steps to facilitate servicing, collection, modification (if any), and enforcement of the Borrower Loan.

10. No Guarantee. Neither LOFF nor LOF warrants or guarantees that your Listing will be matched with investor subscriptions or that you will receive a Borrower Loan as a result of submitting a Listing.

11. Restrictions on Use. You are not authorized or permitted to use the Platform to obtain, or attempt to obtain, a Borrower Loan for someone other than yourself. You are not authorized or permitted to use the Platform to obtain, or attempt to obtain, a Borrower Loan for the purpose of (i) buying, carrying or trading in securities or for the purpose of buying or carrying any part of an investment contract security, (ii) paying for postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, or room and board) at a college/university/vocational school, as the term “postsecondary educational expenses” is defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. § 1026.46(b)(3), or (iii) engaging in any illegal activity or gambling, and you warrant, represent and agree that you will not use the proceeds of any Borrower Loan for such purposes. You must be an owner of the deposit account you designate for electronic transfers of funds, with authority to direct that Borrower Loan payments be made from the account. If you obtain a Borrower Loan and fail to pay your

Borrower Loan in full, whether due to default, bankruptcy or other reasons, you may not be eligible to submit any further Listings or re-register as a borrower, and we may restrict your access to the Platform.

12. Authority. You warrant and represent that you have the legal competence and capacity to execute and perform this Agreement and, if applicable, the Loan Documents.
13. Termination of Registration. We may, in our sole discretion, with or without cause, terminate this Agreement at any time by giving you notice as provided below. In addition, upon our determination that you committed fraud or made a material misrepresentation in connection with a Listing, subscription or Borrower Loan, performed any Prohibited Activity, or otherwise failed to abide by the terms of this Agreement or the Platform Terms and Conditions, we may, in our sole discretion, immediately and without notice, take one or more of the following actions: (i) terminate or suspend your right to submit Listings or otherwise participate on the Platform; or (ii) terminate this Agreement and your registration. Upon termination of this Agreement and your registration, any Listings you have submitted through the Platform may be cancelled and removed. Any Borrower Loans you obtain prior to the effective date of termination shall remain in full force and effect in accordance with their terms.
14. Change-In-Terms. No provision of this Agreement shall be modified, changed, or limited except by a written agreement signed by both you and LOFF, or as otherwise permitted by applicable law and the Platform Terms and Conditions.
15. Posting of Personal Information. You may not include or display any personally identifying information of any other Platform user anywhere on the Platform, including, without limitation, any person's name, address, phone number, email address, Social Security number, driver's license number, bank account number or credit card number.
16. Notices. All notices and other communications hereunder shall be given either by: (1) email to your registered email address; (2) deposit with U.S. mail or other nationally recognized courier, and shall be deemed to have been duly given and effective upon transmission; or (3) any other means authorized by you. It is your responsibility to monitor these areas. You can contact us by sending an email to contact@live-oak-financial.com. You agree to notify us if your registered email address changes, and you agree to update your registered residence address, mailing address and telephone number on your Platform account if any of those items changes. You also acknowledge and agree that, for loans with joint applicants/co-borrowers, notice may be given to either of you and shall be deemed to have been duly given to and effective for all parties, except as otherwise provided by applicable law.
17. No Warranties. Except for the representations contained in this Agreement, LOFF does not make any representations or warranties to you or any other party with regard to your use of the Platform, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
18. Limitation on Liability; Indemnification.
    a. Limitation on Liability. In no event shall any party to this Agreement be liable to any other party for any lost profits or special, exemplary, consequential or punitive damages, even if informed of the possibility of such damages. Furthermore, neither party makes any representation or warranty to any other party regarding the effect that this Agreement may have upon the foreign, federal, state or local tax liability of the other. For purposes of clarity, the term "party" in this Section means you or LOFF. Notwithstanding the foregoing, this Section does not limit or waive (a) any right, cause of action, or remedy that may not be waived under the Electronic Fund Transfer Act or (b) any right or remedy of a covered borrower under the Military Lending Act.
    b. Indemnification. You agree to indemnify, defend and hold harmless LOFF, LOF, each person serving or formerly serving as Platform Operator or Servicer, and their respective affiliates, officers, directors, managers, employees, agents, service providers and contractors (each, an "Indemnified Party") from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to (i) any breach by you of this Agreement, the Platform Terms and Conditions, or any Loan Document,

(ii) any fraud, willful misconduct, or material misrepresentation by you in connection with the Platform, your Listing, your application, or your Borrower Loan, (iii) any claim that information or content you provided was inaccurate, misleading, unlawful, or violated the rights of any third party, or (iv) your violation of any applicable law or regulation in connection with your use of the Platform or proceeds of a Borrower Loan; provided that no Indemnified Party shall be entitled to indemnification for such Indemnified Party's gross negligence or willful misconduct. Notwithstanding the foregoing, no Indemnified Party may recover from you under this Section any amount in connection with a Borrower Loan or Loan Document except to the extent expressly authorized by Chapter 342 of the Texas Finance Code and permitted by other applicable law.

19. Joint and Several Liability. Each joint applicant/co-borrower shall be jointly and severally liable for all of the obligations and representations under this Agreement, and, if a Borrower Loan is originated, under the Loan Documents.

20. STATE NOTICES.
    Texas Residents: For questions or complaints about this loan, contact Live Oak Financial LLC at (775) 513-5770 or contact@live-oak-financial.com. Live Oak Financial LLC is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting Live Oak Financial LLC, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov

21. Miscellaneous.
    a. Assignment. You may not assign, transfer, sublicense or otherwise delegate your rights under this Agreement to another person without our prior written consent. We may assign this Agreement at any time without your permission, unless prohibited by applicable law. Any such assignment, transfer, sublicense or delegation in violation of this Section shall be null and void.
    b. Governing Law. This Agreement shall be governed by federal law and, to the extent that state law applies, the laws of the State of Texas, without regard to its conflict of laws rules, except that the Federal Arbitration Act governs the interpretation and enforcement of the Arbitration Agreement in Section 24.
    c. Waiver; Severability. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If any part of this Agreement is determined to be invalid or unenforceable under applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.
    d. Third-Party Beneficiaries. LOF is not a party to this Agreement. Notwithstanding the foregoing, LOF and each person serving or formerly serving as Platform Operator or Servicer are third-party beneficiaries solely of Sections 2, 3, 4(c), 4(d), 4(g), 5, 8, 9, 11, 12, 18 and 26 of this Agreement, and may rely on and enforce those provisions (and only those provisions) in the applicable capacity. There are no other third-party beneficiaries to this Agreement.

22. Performance through the Platform Operator and Servicer. You acknowledge and agree that any obligation of or action by LOFF under this Agreement may be performed on LOFF's behalf by the Platform Operator, the Servicer or another authorized agent under the Administration Agreement or another permitted service arrangement.

23. Separate Entities. Notwithstanding Section 22, you acknowledge and agree that LOFF and LOF are separate legal entities and that neither entity has guaranteed the performance by the other entity of its obligations hereunder.

24. Arbitration Section.

RESOLUTION OF DISPUTES: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION SECTION (the "Arbitration Agreement") CAREFULLY, UNDERSTAND THAT IT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND US TO ARBITRATE WHENEVER YOU OR WE ELECT TO ARBITRATE A CLAIM (AS DEFINED BELOW), AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, AS PROVIDED IN PARAGRAPH (P) BELOW.

(A) Definitions. This Arbitration Agreement incorporates the defined terms within the Agreement unless specifically defined below. In this Arbitration Agreement:

(i) "You" and "your" mean each individual entering into this Arbitration Agreement (Section 24), as well as any person claiming through such individual;

(ii) "We" and "us" mean Live Oak Financial Funding LLC and each of its predecessors, successors, and assigns, as well as the officers, directors, managers, and employees of each of them;

(iii) "Claim" means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating in any way to the Agreement or your relationship with us. The term "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross claims, and third party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" also includes any dispute related to the scope, validity, or enforceability of this Arbitration Agreement; thus, all such disputes are expressly delegated to an arbitrator for decision, with two exceptions noted below in the sections entitled "Class and Representative Action Waiver" and "Public Injunctive Relief Requests".

(B) Agreement to Arbitrate. You and we agree that in the event a Claim arises, either you or we may, without the other's consent, elect to resolve the Claim by binding arbitration. This agreement to arbitrate is binding on both you and us, and applies to all Claims (as defined above) except for those claims mentioned in paragraph (C) below entitled "Non-Arbitrable Claims."

(C) Non-Arbitrable Claims. This Arbitration Agreement shall not apply to covered borrowers as defined in the Military Lending Act, 10 U.S.C. § 987. Further, this Arbitration Agreement shall not apply to an individual Claim filed by you in a small claims or similar court (if any), so long as the Claim is pending on an individual basis only in such court.

(D) JURY WAIVER AND LIMITATION OF RIGHTS. YOU AND WE AGREE THAT, BY ENTERING INTO THIS ARBITRATION AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR A TRIAL BEFORE A JUDGE IN COURT. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN PARAGRAPH (N) OR UNDER THE FEDERAL ARBITRATION ACT).

(E) Arbitration Forum and Rules. Any Claim shall be resolved, upon the election of either us or you, by binding arbitration administered by the American Arbitration Association ("AAA") or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed ("Rules"). Any arbitration under this Arbitration Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. If you file a claim, you may choose AAA or JAMS as the administrator; if we file a claim, we may choose the administrator, but we agree to change to the other permitted administrator at your request (assuming that the other permitted administrator is available). You can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; or by contacting JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, (949) 224-1810, www.jamsadr.com. Further, to the extent there is any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will prevail.

(F) Arbitrator Selection. Claims will be arbitrated by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years' experience. The arbitrator shall be selected in accordance with the administrator's rules.

(G) Arbitration Fees and Expenses. You agree to pay the initial filing fee charged by the administrator for any arbitration you commence, up to a cap of $300. If the initial filing fee is more than $300, we will pay the balance over that amount. We will pay all other fees charged by the administrator or arbitrator, including any filing, administration, and/or arbitrator fees. We will pay the entire initial filing fee if: (1) you claim to be unable to afford it; and (2) you seek but cannot obtain a waiver of that fee from the administrator.

(H) Arbitration Hearing Location. Any in-person arbitration hearing will be held in the county in which you reside, or in such other location as you and we may mutually agree.

(I) Commencing Arbitration. The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If you elect to initiate arbitration you must notify us in writing. Your notice must be sent to Live Oak Financial Funding LLC, c/o Live Oak Financial LLC, 3520 Alpine Autumn Dr, Austin, Texas 78744, Attention: Legal Department. If we commence arbitration we will notify you in writing at your last known address on file or, if we do so by moving to compel arbitration in a case you have brought in court, we will notify you by providing service of process as required by the rules of the applicable jurisdiction.

(J) Governing Law. You and we acknowledge and agree that the arbitration agreement set forth in this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and that the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"), shall govern the interpretation and enforcement of this Arbitration Agreement. The arbitrator shall apply applicable substantive law consistent with FAA and the governing law clause set forth in Section 21 (Miscellaneous) of the Agreement. Further, if requested by either party, the arbitrator must provide written reasoned findings of fact and conclusions of law. In the event that a dispute does not proceed to arbitration, the Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the State of Texas, without regard to its conflict of laws rules.

(K) Available Relief. Except as set forth below in paragraph (L) (entitled "CLASS ACTION AND REPRESENTATIVE ACTION WAIVER"), the arbitrator shall have the power to award any relief available to a claimant in court under applicable law, including but not limited to equitable and injunctive relief.

(L) CLASS ACTION AND REPRESENTATIVE ACTION WAIVER. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, except that claims brought by joint applicants or co-borrowers relating to the same loan transaction shall be consolidated. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. The validity, enforceability, and effect of this paragraph (L) shall be determined exclusively by a court, and not by the administrator or any arbitrator. This paragraph does not apply to requests for public injunctive relief, which are addressed in the paragraph below entitled "Public Injunctive Relief Requests." This paragraph does not apply to the extent the Servicemembers Civil Relief Act permits a claimant to serve as a representative party or class member notwithstanding a prior agreement.

(M) PUBLIC INJUNCTIVE RELIEF REQUESTS. If you or we seek public injunctive relief as a remedy for any Claim against one another (a "Public Injunctive Relief Request,") you and we agree that Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration. You and we agree to jointly request that the court stay the Public Injunctive Relief request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The enforceability, validity and effect of this paragraph (M) shall be determined exclusively by a court, and not by the administrator or any arbitrator.

(N) Enforcement and Appeals. Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a claim for more than $100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding, except for any appeal right under the FAA. The parties shall bear their own attorneys' fees and costs of any appeal.

(O) Severability and Survivability. This Arbitration Agreement shall survive: (i) termination or changes in the Agreement or the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party. If any portion of this Arbitration Agreement (except for paragraph (L) above) is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Agreement. However, if paragraph (L) of this Arbitration Agreement is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable. Notwithstanding the preceding sentence, the SCRA exception stated in paragraph (L), and any resulting partial unenforceability of paragraph (L), is severable and does not invalidate the remainder of this Arbitration Agreement.

(P) Opt-Out Right. You understand that you may reject the provisions of this Arbitration Agreement, in which case neither we nor you will have the right to elect arbitration. Rejection of this Arbitration Agreement will not affect the remaining parts of the Agreement. To reject this Arbitration Agreement, you must send us written notice of your rejection within 30 days after the date that the Agreement was made. You must include your name, address, and account number (or Platform account identifier). The notice of rejection must be mailed to Live Oak Financial Funding LLC, c/o Live Oak Financial LLC, 3520 Alpine Autumn Dr, Austin, Texas 78744, Attention: Legal Department. This is the only way that you can reject this Arbitration Agreement.

(Q) Pre-Dispute Notice. You agree that you will notify us in writing of any Claim and give us a reasonable period of time to address it BEFORE bringing any legal action, either individually, as a class member or representative, or as a private attorney general, against us.

(R) Amendment. Section 14 (Change-In-Terms) does not apply to this Arbitration Agreement. Instead, the following terms apply to amendment of this Arbitration Agreement. You and we agree that we have the right to amend this Arbitration Agreement, and that if we make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein), that amendment shall be effective upon our provision of written notice to you. We will notify you of amendments to this Arbitration Agreement by providing notice via email to your registered email address. You agree to notify us if your registered email address changes. Any amendment shall not apply to any claim against us that accrued prior to the effective date of the amendment. Instead, the amendment shall apply to all other disputes or claims governed by this Arbitration Agreement that have arisen or may arise between you and us. If you do not agree to these amended terms, you may reject the amended Arbitration Agreement and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within 30 days after the date we provided notice of the amendment. You must include your name, address, and account number (or Platform account identifier). The notice of rejection must be mailed to Live Oak Financial Funding LLC, c/o Live Oak Financial LLC, 3520 Alpine Autumn Dr, Austin, Texas 78744, Attention: Legal Department. This is the only way that you can reject amendments to this Arbitration Agreement.

25. Electronic Transactions. This Agreement includes your express consent to electronic transactions and disclosures, which consent is set forth in the section entitled "Consent to Doing Business Electronically" as disclosed in our Platform Terms and Conditions on the Platform. The terms and conditions of the "Consent to Doing Business Electronically" section are expressly incorporated herein in their entirety. You expressly agree that each Borrower Note you sign electronically is a "transferable record" under Section 322.016 of the Texas Business & Commerce Code to the extent that the Borrower Note satisfies that section.
26. Permission to Contact. When you give us your contact information (including but not limited to home and/or mobile phone number, work phone number, address and email address), we have your permission to contact you at any of those numbers or addresses, and any other number, address or email address that you provide in the future or that we believe we may reach you through (unless prohibited by applicable law), about your Platform accounts and Borrower Loans. Your consent allows us to use written, electronic or verbal means to contact you, including but not limited to text messaging, artificial or prerecorded voice messages, automatic dialing technology and emails, for all purposes not prohibited by applicable law. Message and data rates may apply. Some of the purposes for calls and messages include (but are not limited to): suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; and collecting on your account. Our rights under this Section extend to our affiliates, subsidiaries, parents, agents, vendors, and anyone so affiliated with the owner of any note evidencing a Borrower Loan you obtain. Notify us immediately of any changes to your contact information by updating your Platform account information.
27. Military Lending Act. The Military Lending Act provides specific protections for active duty service members and their dependents in consumer credit transactions. This Section includes information on the protections provided to covered borrowers as defined in the Military Lending Act.
    (a) Statement of MAPR. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
    (b) The following sections of this Agreement shall not be applicable to, and shall not be enforceable against, a covered borrower as defined in the Military Lending Act: Section 24 of this Agreement.
    (c) Oral Disclosures. Please call 1-888-319-6746 to obtain oral disclosures, including the statement of MAPR and the payment schedule applicable to your Borrower Loan, required under the Military Lending Act.
28. Borrower Authorizations and Instructions. For loans with joint applicants/co-borrowers, any authorization or instruction that either of you provides to us may be treated by us as effective for both of you.

29. Authorization to Correct Clerical Errors. You authorize us to correct obvious clerical errors appearing in information you provide to us, without notice to you, although we expressly undertake no obligation to identify or correct such errors.
30. Entire Agreement. This Agreement, along with the Platform Terms and Conditions, represents the entire agreement between you and LOFF regarding your participation as a borrower on the Platform, and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and LOFF with respect to your involvement as a borrower on the Platform.

Date: _________________

Live Oak Financial Funding LLC

By: the Platform Operator, as authorized agent for LOFF

By: _________________________

Name: _______________________

Title: ______________________

_____________________________________ [Borrower]

(Signed Electronically)