## BORROWER AGREEMENT

This Borrower Agreement (“Agreement”) is made and entered on «ContractMonth» «ContractDay», «ContractYear» by and between «FullName» (the “Borrower”) and «CompanyName» (the “Lender”) licensed and authorized to solicit and make loans in the State of «CompanyState», each the “Party”, collectively the “Parties”. The Agreement governs how the Borrower applies for a loan with use of the website «SiteName» (the “Website”) or in any other way. Once a loan request by the Borrower gets approved by the Lender, the further relationships between the Parties are regulated by the Loan Agreement.

By digitally signing the Agreement, the Parties hereby agree as follows.

### Scope

The Borrower can request loans through the Lender’s Website with any condition, duration and amount offered by the Lender and the Lender can issue loans upon such requests. By making a request, the Borrower agrees to timely repay the loan according to the schedule. The Borrower is entitled to cancel the loan request before the loan is funded, subject to a sufficient advance notice to stop the loan funding. The Borrower is entitled to submit one or more loan requests on the Website at a time. The borrower can have one or more loans outstanding at a time.

### Servicing by the Lender

The Lender may provide services, such as those regarding loan request evaluation. The Lender will act as the servicer of any loan that the Borrower obtains. The Lender may delegate servicing to third-party entities on Lender’s sole discretion without prior notice.

### Assignment of rights

The Borrower shall not assign, transfer, sublicense or otherwise delegate his or her rights and/or obligations under this Agreement to third parties. Any such delegation shall be null and void and will constitute a breach of the Agreement.

### Termination

This Agreement can be terminated by the Lender at any time, resulting into cancellation of Borrower’s ability to apply for loans.

### Entire Agreement

This Agreement is an entire agreement between the Borrower and the Lender on the scope of the Agreement and supersedes any previous agreements, promises, proposals or representations on the scope of the Agreement.

### Disclaimer

The Lender may approve or reject any loan request on its sole and absolute discretion. The Lender gives no representation that the Borrower WILL be granted a loan upon each and every loan request by the Borrower. Unless expressly stated otherwise, the Lender makes no representations and provides no warranties to the borrower, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

### Limitation of liability

By no means shall the Lender be liable for any losses or damages, including but not limited to lost profits, special, exemplary, consequential or punitive damages. The Lender makes no representations and gives no warranty to in connection with the effect that the agreement may have over the tax liabilities by the Borrower.

### Governing Law

This Agreement is entered into in the state of «CompanyState». The provisions of this Agreement will be governed by federal laws and the laws of the state of «State».

### Signatures

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| **Borrower**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name**  **\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date** | **Lender**  **\_\_\_\_**«CompanyName»**\_\_\_**  **Name**  **\_\_\_**«CurrentDate»**\_\_\_**  **Date** |