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**CONSENT TO ELECTRONIC COMMUNICATIONS:**

You must consent to transact business with MedPay, LLC dba Healthy Habits through electronic communications in order for us to process your request for a open-end line of credit account (“Account”) The following terms and conditions govern electronic communications in connection with your Account and any communications regarding your Account with us (the “Consent”).

By electronically signing this Consent, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records.

You agree that:

* Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the account agreement, this Consent, the Truth in Lending disclosures, Privacy Policy, fee and transaction information, periodic statements, notices of adverse action, and transaction information (collectively, “Communications”), may be sent to you electronically by posting the information at our website, <https://www.myhealthyhabitrewards.com/> or by sending it to you by email from us or any vendor/servicer contracted through us at any time.
* We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
* You may obtain a copy of any Communication by contacting us at General@myhealthyhabitrewards.com or calling us at [telephone number]. You can withdraw your consent to ongoing electronic communications in the same manner and ask that Communications be sent to you in paper or non-electronic form. We will provide you with paper copies at no charge.
* You agree to provide us with your current email address for notices, which unless notified otherwise we assume is the email address indicated above. If your email address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by sending us an email, using secure messaging, at least five (5) days before the change.
* In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet.
* Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive encrypted data over the Internet. You will also need a printer connected to your computer to print disclosures/notices. We do not provide ISP services. You must have your own Internet Service Provider.
* We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.
* You agree that you can view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Consent for your records.

You are free to withdraw your Consent at any time and at no charge. If at any time you wish to withdraw your Consent, you can send us your written request by mail to [ADDRESS] with the details of such request. If you decide to withdraw your Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

[Borrower Signature – Date]

**LINE OF CREDIT DISCLOSURE AND ACCOUNT AGREEMENT**

**Account #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Credit Limit:\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_**

Borrower Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone:(\_\_\_\_\_)\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lender Name: \_\_\_ MedPay, LLC dba Healthy Habits \_\_\_\_\_\_\_\_\_\_\_ Telephone: (888) 540-5552\_\_

Address: \_\_\_\_649 Fifth Avenue, Suite 221, Naples, Florida 34103\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Interest Rate and Interest Charges | |
| **Annual Percentage Rate (APR) for Cash Advances** | **0.00%** |
| **Paying Interest** | No interest is charged under this Account Agreement. |

|  |  |
| --- | --- |
| Fees | |
| **Penalty Fees**   * Late Payment * Returned Payment | **$15**  **$20** |

**How We Will Calculate Your Balance**: We do not charge interest on any balance. You only need to repay your outstanding balance. See your account agreement below for more details.

**Billing Rights**: Information on your rights to dispute transactions and how to exercise those rights is provided below in your account agreement.

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**ACCOUNT AGREEMENT**

**This Line of Credit Disclosure and Account Agreement (“Agreement”) is our contract with you. Please read it carefully. By signing this Agreement and/or accepting a cash advance (“Cash Advance”) from us, you are agreeing to all of the terms and conditions in this Agreement.**

**Definitions**. In this Agreement, the words "you" and "your" mean the person who signs this Agreement. The words "we," "us," and "our" mean MedPay, LLC dba Healthy Habits. The word “Account” means the line of credit established and governed by this Agreement.

**Promise To Pay**. You promise to pay to us all Cash Advances, fees and all other amounts owing to us in accordance with this Agreement.

**Account Activation.** Your Account is an open-end line of credit. You agree to use your Account only to obtain Cash Advances from time to time in accordance with the terms of this Agreement. You may only use your Account if your Healthy Habits Membership is in good standing. The Account will not be activated, and you may not request a Cash Advance until you have made the initial Healthy Habits Membership fee payment.

**Cash Advances and Medical Providers**. Once activated, you may request Cash Advances from your Account, up to the Credit Limit and only for approved uses, provided that no portion of the Healthy Habits Membership fee or any Minimum Payment Due is past due. You acknowledge and understand that none of the Cash Advances will be paid directly to you but rather will be paid directly to certain medical providers at your direction. Along with your request for a Cash Advance you must provide us with a medical provider invoice showing an amount at least as much as the Cash Advance requested. The minimum Cash Advance amount is $ 500.00. We have the sole discretion to reject any Cash Advance request.

**Credit Limit**. Your Cash Advances outstanding and unpaid at any time cannot exceed your current Credit Limit. Your initial Credit Limit is stated above. Any Cash Advances will reduce the amount of your Credit Limit available to you at a given time. As you repay your Cash Advances, your available credit will be restored to the extent of such repayment. We may elect to honor a request for a Cash Advance that causes you to exceed your Credit Limit without increasing the Credit Limit, or we may simply decline any transaction that would cause you to exceed the Credit Limit. If we allow you to take Cash Advances that exceed your Credit Limit, you promise to repay the excess immediately upon demand. We may reduce your Credit Limit at any time and for any reason in our sole discretion, including reducing the Credit Limit to zero. If we reduce your Credit Limit, we will provide you with notice, but the effective date of the reduction may be prior to your receipt of the notice.

**Payment Methods:** You may decide to make payments by either (1) providing instruction to your employer for payroll deductions or (2) electronic debits to your Bank Account.

**Interest**. You will not be charged interest under this Agreement.

**How We Will Calculate Your Balance**. Your outstanding balance will be all unpaid Cash Advances plus any unpaid fees. We take the outstanding balance of your Account each day and add any new Cash Advances and fees incurred and subtract any credits received that day. This gives us the daily outstanding balance.

**Periodic Billing Statements.**  We will email or deliver to you a periodic billing statement at the end of each billing cycle. The periodic billing statement will show your Account balance at the beginning of the billing cycle ("New Balance"), your Minimum Payment Due and other Account information. Unless you notify us of a billing error as provided below, you accept your periodic billing statement as an accurate statement of your Account.

**Minimum Payment Due.** Each billing cycle you agree to pay us at least the Minimum Payment Due shown on your periodic billing statement by the indicated due date ("Payment Due Date"). Any payment received at the address reflected in your billing statement prior to 5:00 p.m. (measured by the time zone in which we receive payments, which may not be your time zone) will be credited as of the date of receipt. Payments received after 5:00 p.m. will be credited as of the next business day. If a Payment Due Date is scheduled for a Sunday, legal holiday, or any other date on which we are not open for business, then we will credit any payment received on our next business day as if it were received on the scheduled Payment Due Date. Your “Minimum Payment Due” will be calculated to include any fees owing, including unpaid late fees plus an amount equal to 0% of the outstanding amount of your Cash Advances. However, your Minimum Payment Due will not be less than $40 or your New Balance, whichever is less. You may pay more frequently, pay more than the Minimum Payment Due, or pay your New Balance in full at any time without a prepayment penalty. If you make extra payments or larger payments in any billing cycle, you will still be required to make at least the Minimum Payment Due each subsequent billing cycle, unless you have paid your entire New Balance in full.

**Late Payment Fee.** If you fail to pay at least the Minimum Payment Due within 10 days after the scheduled Payment Due Date, you will incur a late fee in an amount not to exceed $15.

**Returned Payment Fee.** If any payment is not honored, for any reason, you will be charged a Returned Payment Fee of $20. This fee may be charged for any payment that is not honored, whether the payment method was by check, ACH debit or other means of payment. You will only be charged one returned payment fee for each periodic payment regardless of the number of times the payment is submitted and returned unpaid. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your bank account to collect the $20 fee. You may also incur charges from your bank for returned payments.

Application of Payments. We will apply all payments we receive in the following order: first to your outstanding Cash Advances, then to unpaid late fees and other charges due under your Account.

**Electronic Check Re-presentment Policy.** In the event a check is returned unpaid for insufficient or uncollected funds, we may re-present the check electronically. In the ordinary course of business, the check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

Check Conversion Notification. When you provide a check as payment, you agree we can either use the information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For questions, please call our customer service number, (888) 540-5552.

**Additional Representations and Warranties.** You represent and warrant that: (a) you have the right to enter into this Agreement; (b) you are at least 18 years of age; and (c) you will notify us immediately in writing of any change of your address or telephone number.

**Default and Cure.** You will be in default under this Agreement: (a) If we fail to receive a Minimum Payment Due on or before its scheduled Payment Due Date; (b) if you fail to timely comply with or perform any other obligation under this Agreement; (c) if any representation or warranty made by you to us is false or misleading; or (d) if you begin, or if any other person puts you in, a bankruptcy, insolvency or receivership proceeding. You may cure default by paying all past due amounts and fees or paying your balance in full.

**Our Rights in the Event of Default.** If you are in default under this Agreement, we may, at our option and as permitted by law (including your right to cure) do any one or more of the following: (i) declare your entire Account balance immediately due and payable and proceed to collect it; (ii) close your Account or lower your Credit Limit; (iii) exercise all other rights, powers, and remedies given by law; and (iv) recover from you all costs and expenses as allowed by law, including all collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power or remedy provided by law or this Agreement.

**Cancellation.** You may cancel your Account at any time by notifying us in writing that you wish for your Account to be closed and by paying us the entire outstanding balance in full. We may close the Account or suspend making future Cash Advances on your Account at any time and in our sole discretion.

**Credit Reporting.** You agree that we may obtain information about you from third parties, including, but not limited to, consumer reporting agencies at any time while your Account is open. 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.

**Amendments.** You agree that we may change any of the terms of this Agreement from time to time. We will provide you with notice when required by law.

**Notice of Change in Contact Information.** You agree to promptly notify us of any change in your contact information, including the address and phone number listed at the top of this Agreement, and any electronic mail addresses provided to us for purposes of communicating with you regarding this Account. You may notify us at General@myhealthyhabitrewards.com.

**Bankruptcy.** All bankruptcy notices and related correspondence to us must be sent to the following address, Attn: Bankruptcy Notice: General@myhealthyhabitrewards.com. You promise that you have no current intent to file any bankruptcy petition and have not consulted a bankruptcy attorney in the past six months.

**General.** You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement without losing them. Time is of the essence of this Agreement. This Agreement constitutes the entire Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by all parties. You may not assign this Agreement without our prior written consent. We may assign this Agreement without your consent. Except for any provision in the Jury Trial Waiver and Arbitration Clause, if any provision in this Agreement is determined by a court or arbitrator to be unenforceable, all other provisions will remain in full force and effect.

**Notice To Active Duty Servicemembers And Dependents.** 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).

Call us at (888) 540-5552 for a disclosure of (i) a statement of the Military Annual Percentage Rate, and (ii) your payment obligations (payment schedule) applicable to this extension of credit.

**Covered Borrower Savings Clause.** The provisions of this Paragraph apply only to a “Covered Borrower” as that term is defined by 32 C.F.R. § 232.3(g). If any contract provision not identified herein is contrary to the rights and protections afforded to you by Federal law pursuant to 10 U.S.C. § 987 and its implementing regulations, including, but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative, and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited shall remain in full force and effect.

**Governing Law.** This Agreement will be construed, applied and governed by the laws of the State of your residence listed above in your address except that the Jury Trial Waiver and Arbitration Clause is governed by the Federal Arbitration Act ("FAA"), as amended.

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| --- | --- | --- |
| **JURY TRIAL WAIVER AND ARBITRATION CLAUSE.** | | |
| PURSUANT TO 10 U.S.C § 987 AND ITS IMPLEMENTING REGULATIONS, IT IS UNLAWFUL FOR A CREDITOR TO REQUIRE A “COVERED BORROWER” AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G) TO SUBMIT DISPUTES TO ARBITRATION OR TO WAIVE HIS/HER RIGHT TO LEGAL RECOURSE UNDER STATE OR FEDERAL LAW. ACCORDINGLY, THE TERMS OF THIS JURY TRIAL WAIVER AND ARBITRATION CLAUSE DO NOT APPLY TO COVERED BORROWERS.  For all persons other than “Covered Borrowers,” by signing this agreement, you agree to this Jury Trial Waiver and Arbitration Clause (“Clause”): | | |
| **Background and Scope** | | |
| **What is arbitration?** | **An alternative to court.** | In arbitration, a third party (“Arbiter”) solves Disputes in a hearing (“hearing”). You, related third parties, and we, waive the right to go to court. Such “parties” waive jury trials. |
| **Is it different from court and jury trials?** | **Yes.** | The hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called “discovery.” The decision is final. Courts rarely overturn Arbiters. |
| **Who does the Clause cover?** | **You, Us, and Others.** | This Clause governs the parties, their heirs, successors, assigns, and third parties related to any Dispute. |
| **Which Disputes are covered?** | **All Disputes.** | In this Clause, the word “Disputes” has the broadest possible meaning. This Clause governs all “Disputes” involving the parties. This includes all claims even indirectly related to your application and agreements with us. This includes claims related to information you previously gave us. It includes all past agreements. It includes extensions, renewals, refinancings, or payment plans. It includes claims related to collections, privacy, and customer information. It includes claims related to setting aside this Clause. It includes claims about the Clause’s validity and scope. It includes claims about whether to arbitrate. |
| **Are you waiving rights?** | **Yes.** | **You waive your rights to:**   1. **Have juries solve Disputes.** 2. **Have courts, other than courts of limited jurisdiction (“small-claims courts”), solve Disputes.** 3. **Serve as a private attorney general or in a representative capacity.** 4. **Be in a class action.** |
| **Are you waiving class action rights?** | **Yes.** | **Courts and Arbiters won’t allow class actions. You waive your rights to be in a class action, as a representative and a member. Only individual arbitration, or small-claims courts, will solve Disputes. You waive your right to have representative claims.** |
| **What law applies?** | **The Federal Arbitration Act (“FAA”).** | This transaction involves interstate commerce, so the FAA governs. If a court finds the FAA doesn’t apply, and the finding can’t be appealed, then your state’s law governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims. |
| **Can the parties try to solve Disputes first?** | **Yes.** | We can try to solve Disputes if you call us at (888) 540-5552. If this doesn’t solve the Dispute, mail us notice, within 10 days of the Dispute date. In your notice, tell us the details and how you want to solve it. We will try to solve the Dispute. If we make a written offer (“Settlement Offer”), you can reject it and arbitrate. If we don’t solve the Dispute, either party may start arbitration. To start arbitration, contact an Arbiter or arbitration group listed below. No party will disclose settlement proposals to the Arbiter during arbitration. |
| **How should you contact us?** | **By mail.** | Send mail to General@myhealthyhabitrewards.com. You can call us or use certified mail to confirm receipt. |
| **Can small-claims court solve some Disputes?** | **Yes.** | Each party has the right to arbitrate, or to go to small-claims court if the small-claims court has the power to hear the Dispute; provided that the small-claims court hears the Dispute as an individual action, and not as a class action. Arbitration will solve all Disputes that the small-claims court does not have the power to hear. If there is an appeal from small-claims court, or if a Dispute changes so that the small-claims court loses the power to hear it, then the Dispute will only be heard by an Arbiter. |
| **What remedies are available?** | **Same as in court.** | The Arbiter may award any remedies available in a court of law. For example, both parties may seek remedies which don’t claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief. |
| **Will this Clause continue to govern?** | **Yes, unless otherwise agreed.** | The Clause stays effective, unless the parties sign an agreement stating it doesn’t. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay in full. It governs if your contract is discharged through bankruptcy. The Clause remains effective, despite a transaction’s termination, amendment, expiration, or performance. |
| **Process** | | |
| **How does arbitration start?** | **Mailing a notice.** | Either party may mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If you mail the demand, you may choose the arbitration group. Or, your demand may state that you want the parties to choose a local Arbiter. If related third parties or we mail the demand, you must respond in 20 days. Your response must choose an arbitration group or propose a local Arbiter. If it doesn’t, we may choose the group. |
| **Who arbitrates?** | **AAA, JAMS, or an agreed Arbiter.** | You may select the American Arbitration Association (“AAA”) (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. The parties may also agree in writing to a local attorney, retired judge, or Arbiter in good standing with an arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with any of our agreements with you, don’t apply. If these options aren’t available, and the parties can’t agree on another, a court may choose the Arbiter. Such Arbiter must enforce your agreements with us, as they are written. |
| **Will the hearing be held nearby?** | **Yes.** | Not all arbitrations require an in-person hearing. If an in-person hearing is required, the Arbiter will order the hearing to be held within 30 miles of your home. |
| **What about appeals?** | **Appeals are limited.** | The Arbiter’s decision will be final. A party may file the Arbiter’s award with the proper court. Arbitration will solve appeals of a small-claims court judgment. A party may appeal under the FAA. If the amount in controversy exceeds $ 10,000, a party may appeal the Arbiter’s finding. Such appeal will be to a three-Arbiter panel from the same arbitration group. The appeal will be de novo, and solved by majority vote. The appealing party bears appeal costs, despite the outcome. |
| **Arbitration Fees and Awards** | | |
| **Will we advance Arbitration Fees?** | **Yes, but you pay your other costs.** | We will advance your “Arbitration Fees” if you ask us to. This includes filing, administrative, hearing, and Arbiter’s fees. You pay your attorney fees and other expenses. |
| **Are damages and attorney fees possible?** | **Yes, if allowed by law.** | The Arbiter may award the same damages as a court. Arbiters may award reasonable attorney fees, and expenses, if allowed by law. |
| **Will you have to pay Arbitration Fees if you win?** | **No.** | If the Arbiter awards you funds, you don’t reimburse us the Arbitration Fees. |
| **Will you ever have to pay Arbitration Fees?** | **Yes.** | If the Arbiter doesn’t award you funds, then you must repay the Arbitration Fees. If you must pay Arbitration Fees, the amount you pay won’t exceed state court costs. We will pay the balance. |
| **What happens if you win?** | **You could get more than the Arbiter awarded.** | If an Arbiter’s award to you exceeds our last Settlement Offer, we will pay 3 amounts. We will pay the award, plus 10% of such amount (“bonus payment”). We will pay your attorney the attorney fees conferred, plus 10% of such amount (“attorney premium”). If the Arbiter orders, we will pay reasonable expert witness costs and other costs you incurred (“cost premium”). If we never made a Settlement Offer, we will pay the bonus payment, attorney premium, and any cost premium. If a law allows you more, this Clause won’t prevent such award. We won’t seek attorney fees and expenses. |
| **Can an award be explained?** | **Yes.** | A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing. |
| **Options Other Than Arbitration** | | |
| **If you don’t want to arbitrate, can you still get a transaction?** | **Yes. This Clause gives you some options. You also can refuse this Clause and still obtain our services.** | Consider these choices:   1. **Informal Dispute Resolution.** Contact us, and attempt to settle any Disputes. 2. **Small-claims Court.** Seek to solve Disputes in small-claims court, within state law limits. 3. **Opt-Out of Arbitration.** You may opt-out of this Clause as explained below. |
| **Can you opt-out of the Clause?** | **Yes. Within 60 days.** | Write us within 60 calendar days of signing your agreement to opt-out of the Clause for this transaction. List your name, address, account number and date. List that you “opt out.” If you opt out, it will only apply to this transaction. |

**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

MedPay, LLC dba Healthy Habits

Attn. Billing Department

649 Fifth Avenue

Suite 221

Naples, Florida 34103

In your letter, give us the following information:

• *Account information:* Your name and account number.

• *Dollar amount:* The dollar amount of the suspected error.

• *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

• Within 60 days after the error appeared on your statement.

• At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we think the bill is correct.

While we investigate whether or not there has been an error:

• We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your statement.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

• We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

• *If we made a mistake:* You will not have to pay the amount in question or other fees related to that amount.

• *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

**STATE NOTICES:**

**Florida Residents:**

Florida documentary stamp tax required by law in the amount of $ (0.35 per $100) has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. \_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**When signing this Agreement,** you represent and acknowledge that:

1. It was filled in before you signed it.
2. You have read, understand, and agree to all the disclosures above and other terms of this Agreement, including the “Jury Trial Waiver and Arbitration Clause.”
3. You have received a copy of our Privacy Policy.

This Agreement is retained electronically by us and all other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only.

Borrower Signature - Date

**PAYMENT METHOD OPTIONS (select only one):**

**Option #1 □ REVOCABLE PAYROLL DEDUCTION -** By checking this box and signing below, you agree to make your payments by payroll deductions, in accordance with these instructions for payroll deductions (“Payroll Deduction Authorization”). We will provide a copy of the Payroll Deduction Authorization and instructions to your employer for your convenience. Note this Payroll Deduction Authorization is an instruction to my Employer and is NOT AN ASSIGNMENT of my wages given to Lender to secure my loan.

*I, [consumer’s name] (SSN ) hereby voluntarily authorize and instruct [employer’s name] (“Employer”) to deduct from my*

*wages and make payment(s) on my* behalf to Healthy Habits in the amount(s) and on the date(s) provided in my Periodic

Statements for each Minimum Payment Due in accordance with my Line of Credit Account with Healthy Habits. I instruct

Healthy Habits I submit to my Employer the necessary *payment information so that the proper amount can be deducted from my wages at the*

*proper time.*

*In the event my employment ends for any reason before my line of credit balance is paid in full, then I authorize and instruct my Employer to*

*deduct from my final wages the sum of the remaining outstanding balance and make payment on my behalf to Lender in such amount. I instruct*

*my Employer to make such deduction without notice to me and regardless of whether my payments to Lender are delinquent.*

***I understand I may change or revoke this Payroll Deduction Authorization at any time by notifying my Employer in writing.***

Please print this Payroll Deduction Authorization for your records.

**Option #2** □ **REVOCABLE** **ELECTRONIC DEBITS** – By checking this box and signing below, you agree to make your payments by automatic recurring electronic debits, in accordance with this authorization (“Payment Authorization”).

**Only check this box and sign this Payment Authorization if you want to make your payments by automatic recurring electronic debits.**

**Bank Account**. By checking the box above and signing this Agreement, you voluntarily authorize us, and our successor and assigns, to initiate automatic electronic funds transfers by Debit Card entries (if provided) and/or Automated Clearinghouse debit entries (“ACH”) as set forth below for scheduled payments in accordance with this Payment Authorization and your Payment Schedule (including as modified) from the following bank account (your “Bank Account"):

Bank Name: [XXXX]; Bank ABA routing number: [XXXXXXXXX; Bank Account number: XXXXX.]

Debit Card number (if provided): [XXXXXXXXXXXX.]

If you have provided us with a Debit Card, then you represent that the Debit Card is linked to your Bank Account.

**Debit Entries and Re-initiation:** You authorize us to initiate payments to be debited from your Bank Account on each payment due date or thereafter for the amount owed, or any lesser amount you owe under your Agreement with us. The funds may be debited by Debit Card or ACH as set forth below. You authorize us to re-initiate any debit entry up to two additional times (unless otherwise limited by applicable law) for the same amount if the debit entry is dishonored.

**Correction of Errors:** You also authorize us to make debits or credits to your Bank Account to correct any error we make in crediting or debiting funds.

**Payment Method Order**: We will always initiate debit entries first through your Debit Card (if provided). If funds are not collected or a debit card was not provided or has been canceled, then we will initiate debit entries for the same payment through ACH. No more than three (3) debit entries will be submitted for each payment.

**Transfers of Varying Amounts**: You have the right to receive notice of all transfers varying in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring electronic debiting (in lieu of providing the notice of transfers in varying amount). The range of any debit will be in an amount up to the Minimum Payment Due set forth in your periodic statement. For any recurring debit entry outside of this specified range, we will send you a notice. Therefore, by agreeing to the terms of this Payment Authorization you choose to receive notice only when a recurring debit entry amount exceeds the range specified.

**Verification:** If there is any missing or erroneous information in or with your loan application regarding your Bank Account or Debit Card (if provided), then you authorize us to verify and correct such information.

**Revocation:** You may revoke this Payment Authorization or request a change to the timing of scheduled electronic debits by contacting us in writing at General@myhealthyhabitrewards.com, or by phone at (888) 540-5552. You must contact us at least three (3) business days prior to when you wish to revoke the Payment Authorization. You acknowledge that your Payment Authorization will remain in effect until the earlier of the following occurs: (1) You pay in full or, (2) You revoke the Payment Authorization. If you revoke the Payment Authorization you are still responsible for making your payment and you must make arrangement with us to do so. If you revoke this Payment Authorization, such revocation will not adversely affect our decision to extend credit to you in the future.

You acknowledge that the debit entries you authorize comply with U.S. law.

**Optional EFT Authorization:** PLEASE NOTE - YOU ARE NOT REQUIRED TO SELECT THIS METHOD OF PAYMENT TO OBTAIN A LINE OF CREDIT FROM US. THIS PAYMENT AUTHORIZATION IS FOR YOUR CONVENIENCE IN MAKING PAYMENTS UNDER THE AGREEMENT. BY SELECTING THIS PAYMENT OPTION AND SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY CHOOSING TO PAY ELECTRONICALLY, AND YOU ARE CHOOSING ONLY TO RECEIVE NOTICE OF VARYING TRANSFERS WHEN A TRANSFER EXCEEDS THE RANGE SPECIFIED ABOVE.

You agree to make payments in accordance with the payment method selected above. You understand and acknowledge that you may revoke either payment method but will still be obligated to make payments in accordance with your Line of Credit Account Agreement with us.

Borrower Signature - Date