

Application Terms and Conditions

Last updated October 1, 2021

Please read these Terms carefully and print or save a copy for future reference.

In these *Application Terms and Conditions* ("Terms"), the words "you" and "your" mean each and every person applying for a loan made by LendingClub Bank, National Association, including any joint applicant/prospective co-borrower. The words "we," "us," "our," and "LendingClub" mean LendingClub Bank, National Association. These Terms govern the process by which you may apply for and request a loan from us.

1. Terms of Use.

You are applying for a loan from us. Your access to and use of the loan application is subject to these Terms, along with the LendingClub [Terms of Use](https://www.lendingclub.com/legal/terms-of-use) (available at <https://www.lendingclub.com/legal/terms-of-use>), which are expressly incorporated into these Terms. For the avoidance of doubt, the loan application is considered a "Service" under the LendingClub Terms of Use. By agreeing to these Terms, you acknowledge that you have read and agree to the LendingClub Terms of Use.

2. Loan Requests.

By submitting a completed loan application to us, you are thereby making a request for an installment loan funded and originated by LendingClub. You may not make more than one loan request at a time and you may not have more than two loans obtained from or through LendingClub outstanding at any given time. When you make a request, you agree to receive and timely repay the loan that may be made in response to that request, subject to the cancellation rights described in Section 6 below. Your agreement means you agree to repay the money provided by us to you and to abide by these Terms, the terms of the Borrower Agreement, and all other agreements or disclosures provided to you during the loan process, or which may be found in the online account you have established, or will establish, with us. Any dispute with us, any subsequent holder of any loan you obtain, and/or any assignee of any corresponding agreement, will be resolved in accordance with the Arbitration Agreement (Section 14, below), subject to your right to opt out as set forth below. Each loan request is subject to the applicable credit criteria in effect at the time of the loan request.

3. Loan Investors.

Issuance of your requested loan may depend upon commitments from third-party investors ("Investors") to provide funds in connection with the requested loan. As a result, if we receive a qualifying loan request from you, the loan request may be presented to prospective third-party investors ("Investors") for their review. Investors may commit to (i) purchase the loan by subsequently acquiring the loan itself, in whole or in part, from us or (ii) invest indirectly in your loan through the purchase of securities issued or sold by us or another entity which has indirectly or directly acquired your loan from us. You acknowledge that an Investor's commitment to invest in all or a portion of your loan does not confer any rights to you or obligate us to issue your loan. You understand that Investors make their own decisions whether to invest in your loan. We may elect in our sole discretion to fund and originate your Loan without any commitments from Investors, or with commitments totaling less than the full amount of your requested

loan. We may also elect in our sole discretion to provide you with a partial funding option, subject to any applicable minimum loan size.

WE DO NOT WARRANT OR GUARANTEE (1) THAT YOUR LOAN REQUEST WILL ATTRACT INVESTMENT INTEREST, OR (2) THAT YOU WILL RECEIVE A LOAN AS A RESULT OF MAKING A LOAN REQUEST.

4. Credit Decisions.

You must submit a fully completed loan application in order to make a request for a loan. You do not need to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying a loan. No later than thirty (30) days after your application is complete, we will tell you if your loan is approved and will issue for some or all of your requested amount, or is declined, or if we are making you a counter-offer. It may take up to forty-five (45) days to process and issue your loan.

5. Information Verification.

You agree and acknowledge that we may verify any information you submit either by asking for true and complete copies of necessary documentation, by information provided through a third party, or by other proof acceptable to us. Additionally, by proceeding with the application, you consent to our use of any information provided by you or provided through any third party, for any lawful purpose, including but not limited to identity verification, fraud prevention and credit underwriting. Failure to timely provide information can result in your loan application or loan request being incomplete and closed by us. You understand that if we are unable to verify your bank account or any other information related to your loan request for any reason, we may cancel your loan request in accordance with our cancellation rights, as set forth in Section 6 below.

6. Cancellation of Loan Requests.

You may cancel your loan request without any fee or penalty prior to the funding of your loan, by notifying us in writing of your election to cancel the loan request, as long as you provide us with sufficient advance notice to prevent loan funding from occurring.

In our sole discretion, we may cancel any loan or loan request by you, and terminate any related agreement, for any reason prior to the funding of your loan, including if (a) you have provided any false, misleading, or incomplete information in connection with any loan request or other communication with us or those acting on behalf of us; (b) you are delinquent or in default under any related agreement; (c) we learn of any new information affecting your creditworthiness; (d) you file or have instituted against you or any joint applicant/prospective co-borrower any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (e) we are unable to verify any information related to your loan request; or (f) you are in breach of any term or representation in these Terms or the Borrower Agreement. If you meet one of these conditions, then we may refuse to fund any loan or loan request that has not yet been funded and terminate any related agreement, even if already executed. Your access to any products or services that we offer (each, a "Service"), including but not limited to all LendingClub websites and the subdomains thereof (collectively, the "Site") and the group of financial service technologies that LendingClub or any of its affiliates have developed to enable the services we facilitate or provide (collectively, the "LC Platform"), may also be modified, suspended, or terminated.

7. Information for Members of the Armed Forces and their Dependents.

If you are a member of the Armed Forces, or a dependent of a member of the Armed Forces, you may call (844) 538-6754 toll-free to hear information on the Federal protections provided to you, as well as certain payment-related information, over the telephone.

8. USA PATRIOT Act Notice.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

9. Applicant Representations.

You agree that you:

(A) are a US citizen, permanent resident or non-permanent resident alien in the United States on a valid long-term visa;

(B) will not, in connection with your loan request: (i) make any false, misleading or deceptive statements or omissions of fact, including but not limited to your loan description and any other credit you have applied for; (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) us, any LendingClub member, or other person, any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; or (v) request or obtain a loan from us for someone other than yourself, unless you are acting as an applicant's attorney-in-fact under a valid and duly authorized power of attorney; and

(C) have all necessary consents, permissions, acknowledgements or agreements from all joint applicants/prospective co-borrowers, upon which we may rely without any investigation or verification.

You further acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us and all representations you make to us.

10. Consent for Communications.

You expressly consent and agree to receive communications (including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system) from us, our affiliates, successors and assigns, and designated third-party service providers acting on our behalf, regarding any partially or fully completed loan or account application that you submit or attempt to submit to us, any loan that you obtain from or through us, and any account that you establish with us, at any telephone number that you provide to us or that we can reasonably associate with you (through skip trace, caller ID capture or other means), now and in the future, including cellular telephone numbers.

You agree to notify us if any telephone number associated with any such application, loan, or account, changes or is reassigned to a new subscriber. You certify that you are authorized to provide this consent because you are either the subscriber of the telephone number you provide or a non-subscriber customary user with authority to provide this consent. Standard communication rates, fees, and charges from your telephone service provider may apply. You agree that we may monitor and record any communications between you and us for quality assurance and other permitted business purposes.

You agree that we may communicate with you via electronic mail regarding any action you take in response to any offer of credit or invitation to apply for credit from us, any partially or fully completed loan or account application that you submit or attempt to submit to us, any loan that you obtain from or through us, and any account that you establish with us. You agree that we may communicate with you via electronic mail to market products or services to you, or for any other permitted business purpose. You understand and agree that we may always communicate with you in any manner allowed by law that does not require your consent.

11. NO WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION ON LIABILITY.

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THESE TERMS MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

13. Controlling Law.

We are located in the State of Utah, these Terms are entered into in the State of Utah, and funds for loans are disbursed from the State of Utah. The provisions of these Terms will be governed by Federal laws and the laws of the State of Utah to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

14. Arbitration Agreement.

RESOLUTION OF DISPUTES: PLEASE READ THIS PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, IF YOU DO NOT OPT OUT OF THIS ARBITRATION AGREEMENT AS PROVIDED IN SECTION 14(b) BELOW. IF YOU ARE A "COVERED BORROWER" AS DEFINED BY THE MILITARY LENDING ACT (32 C.F.R. § 232, AS AMENDED FROM TIME TO TIME), THIS SECTION 14 (ARBITRATION AGREEMENT) IS NOT APPLICABLE TO YOU AND YOU DO NOT NEED TO TAKE FURTHER ACTION TO OPT OUT. FOR PURPOSES OF THIS SECTION 14 (ARBITRATION AGREEMENT), THE TERMS "WE," "US," AND "OUR" INCLUDE LENDINGCLUB BANK, NATIONAL ASSOCIATION, LENDINGCLUB CORPORATION, AND/OR THEIR RESPECTIVE AFFILIATES, RELATED PERSONS OR ENTITIES, AND ANY PREDECESSORS AND SUCCESSORS IN INTEREST; ANY SUBSEQUENT HOLDER OF ANY LOAN YOU OBTAIN; AND ANY ASSIGNEE OF ANY CORRESPONDING AGREEMENT.

YOU AND WE ACKNOWLEDGE THAT WE AND YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER WE OR YOU ELECT TO HAVE A DISPUTE DECIDED THROUGH ARBITRATION PURSUANT TO THIS ARBITRATION AGREEMENT. YOU AND WE NEVERTHELESS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE OUR RIGHTS TO LITIGATE CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER YOU OR US.

- a. **You and We Agree to Arbitrate Disputes Between Us.** Either you or we may, at either's sole election, require that the sole and exclusive forum for resolution of a Claim be final and binding arbitration pursuant to this Section 14 ("Arbitration Agreement"), unless you opt out as provided in Section 14(b) below. We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court, so long as the Claim remains in such court and advances only on an individual (non-class, non-representative) basis and seeks relief only applicable to you.

As used in this Arbitration Agreement, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of the Terms, any Service (including but not limited to the Site and the LC Platform), any loan application, loan request, or loan, and/or the activities or relationships that involve, lead to, or result from any of the foregoing. Claims are subject to arbitration regardless of whether they arise from contract, tort (intentional or otherwise), a constitution, statute, common law, principles of equity, or any other legal theory. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise.

The scope of this Arbitration Agreement is to be given the broadest possible interpretation that is enforceable. Your agreement to the Terms is made pursuant to a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, et seq., governs the interpretation and enforcement of this Arbitration Agreement.

- b. **Opt Out Procedure.** You may opt out of this Arbitration Agreement for all purposes by sending an arbitration opt-out notice to LendingClub Bank, N.A., 595 Market Street, Suite 200, San Francisco, California 94105, which is received at the specified address within 30 days of the date of your electronic acceptance of the Terms. The opt-out notice must clearly state that you are rejecting arbitration; identify the Terms to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice by mail, delivery service (e.g., UPS, FedEx), or courier as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Agreement. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf. If you opt out of this Arbitration Agreement, all other parts of the Terms will continue to apply.
- c. **Pre-Arbitration Notice of Dispute.** If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Before filing any claim in arbitration, you may notify us of a Claim or dispute you may have by sending an email to customeradvocacy@lendingclub.com at any time, or by calling (888) 596-3157 from Mon-Fri 6:00 AM to 5:00 PM PT and Sat 8:00 AM to 5:00 PM PT.

d. **Arbitration Procedures.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. The arbitrator(s) can award the same damages or other types of relief on an individual basis that a court could under applicable law, subject to the limitations set forth in this Arbitration Agreement. All issues are for the arbitrator(s) to decide, except issues relating to arbitrability, the scope or enforceability of this Arbitration Agreement, or the interpretation or enforceability of Section 14(f) below (Prohibition of Class and Representative Actions and Non-Individualized Relief) shall be for a court of competent jurisdiction to decide.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent such rules or policies conflict with this Arbitration Agreement or any countervailing applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit JAMS's web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Agreement, this Arbitration Agreement shall control, subject to countervailing applicable law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator(s) requires otherwise.

Except to the extent preempted, superseded, or supplemented by Federal law, the arbitrator(s) will apply the substantive law of the State of Utah, without regard to principles of conflicts of law, to any dispute or Claim in arbitration, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall take steps to reasonably protect confidential information. The award of the arbitrator(s) shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

e. **Costs of Arbitration.** If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing applicable law, if contrary to the administrator's rules. We shall pay the administrator's hearing fees for up to one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, you request that we pay them and we agree to do so, or you are able to demonstrate to the arbitrator(s) that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by countervailing applicable law.

f. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A

PRIVATE ATTORNEY GENERAL ACTION ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED OR COULD HAVE BEEN ASSERTED IN COURT ON A PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU AND WE ALSO AGREE NOT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION AGAINST US OR YOU. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION: (1) NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS OR ENTITIES ARE PARTIES TO A SINGLE TRANSACTION, AND (2) AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A) DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION 14(F), AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 14(F) SHALL BE DETERMINED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.

- g. **Survival and Severability.** This Arbitration Agreement shall survive (i) the suspension, termination, revocation, closure of, or amendments to, the Terms and/or the relationship between you and us; (ii) the bankruptcy or insolvency of you or us or any other person; and (iii) any transfer or assignment of any loan or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity.

If any portion of this Arbitration Agreement other than Section 14(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Agreement shall nevertheless remain valid and in force. If a court decides that any of the provisions of Section 14(f) above is invalid or unenforceable because it would prevent the exercise of a nonwaivable right to pursue public injunctive relief and that decision is not overturned after any rights to appeal are exhausted, then any dispute regarding the entitlement to such relief (and only that form of relief) must be severed from arbitration and may be litigated in court. Also, if a court decides that any of the provisions of Section 14(f) above is invalid or unenforceable for any other reason and that decision is not overturned after any rights to appeal are exhausted, then any dispute or Claim that may not be arbitrated in accordance with the provisions of Section 14(f) that are held to be invalid or unenforceable must be severed from arbitration and may be litigated in court. For the sake of clarity, in no event shall any court decision finding a provision of Section 14(f) invalid or unenforceable be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Agreement.

15. State Law Notices.

- a. **California Residents.** A married applicant may apply for a separate account.
- b. **New York, Rhode Island, and Vermont Residents.** You understand and agree that we may obtain a consumer credit report in connection with (i) your application, (ii) any update, renewal, or extension of any credit for which your application was made, and (iii) servicing and collecting any amounts

owed to us as a result of your application. Upon request, we will tell you whether we obtained a consumer credit report about you and, if we did, we will tell you the name and address of the agency that furnished the consumer credit report.

- c. **Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.
- d. **Wisconsin Residents.** If you are married, you agree this loan obligation is being incurred in the interest of your marriage or family. Under Wisconsin law, no agreement, unilateral statement or court decree that relates to marital property will adversely affect a creditor's interest, unless the creditor, before it grants credit, is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If you are married, you agree to provide your spouse's name and address to us within five (5) days of your application, so we can provide your spouse with any notice required by Wisconsin law. To do so, please call us at (888) 596-3157.

16. **Vehicle-Secured Loans.**

If you apply for a loan secured by your vehicle, your ability to obtain the loan will depend in part upon various vehicle characteristics, including but not limited to vehicle age, mileage, condition, make, model, type, usage, and state of registration. If you are attempting to refinance an existing loan secured by your vehicle, your ability to obtain a loan will depend in part on various characteristics of your existing vehicle loan, including but not limited to remaining term length. GAP waiver or insurance coverage, if any, on your existing loan or retail installment contract may be impacted. For more information, consult your GAP agreement or policy, or contact your GAP provider or insurer.

17. **Consent.**

By clicking the button, or selecting the checkbox, displayed in connection with acknowledging and/or agreeing to these Terms (or by otherwise taking an affirmative action indicating your agreement to these Terms), you agree that:

- You have received, read, and agree to all of the terms of these Terms; and
- You certify that all of the information you provide with your application is true, accurate, and complete, and you understand that such information will be relied upon in order to make a decision about your request for a loan.