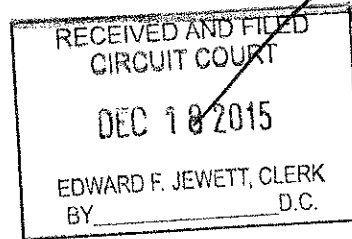


VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND
John Marshall Courts Building

COMMONWEALTH OF VIRGINIA,)
EX REL. MARK R. HERRING,)
ATTORNEY GENERAL,)
))
Plaintiff,)
))
v.)
))
MONEYKEY – VA, INC.,)
a Delaware corporation,)
))
Defendant.)
_____)

CIVIL ACTION NO. _____



COMPLAINT

The Plaintiff, Commonwealth of Virginia, by, through, and at the relation of the Attorney General of Virginia, Mark R. Herring (the "Plaintiff" or the "Commonwealth"), petitions this Court to declare that the activities in which the Defendant, MoneyKey – VA, Inc. ("MoneyKey" or the "Defendant"), has engaged constitute violations of the Virginia statutes governing consumer finance companies, Va. Code §§ 6.2-1500 to 6.2-1543, and the Virginia Consumer Protection Act ("VCPA"), Va. Code §§ 59.1-196 to 59.1-207. The Plaintiff prays that this Court grant the relief requested in this Complaint and states the following in support thereof:

JURISDICTION AND VENUE

1. The Circuit Court for the City of Richmond has authority to entertain this action and to grant the relief requested herein pursuant to the consumer finance statutes, the VCPA, and §§ 8.01-620 and 17.1-513 of the Code of Virginia.
2. Venue is proper in this Court because of the mandatory provisions of § 6.2-1537(A)

of the consumer finance statutes.

PARTIES

3. The Plaintiff is the Commonwealth of Virginia, by, through and at the relation of Mark R. Herring, Attorney General of Virginia.

4. The Defendant, MoneyKey – VA, Inc. is a Delaware corporation. Its Certificate of Authority to Transact Business in Virginia was issued by the Virginia State Corporation Commission (“SCC”) on January 2, 2013.

FACTS

5. MoneyKey is a lender headquartered at 3422 Old Capitol Trail, Suite 1962, Wilmington, Delaware 19808. It offers open-end lines of credit to Virginia borrowers via the Internet.

6. During the period from January 2, 2013 through July 10, 2015, Moneykey required its borrowers to execute a Line of Credit (“LOC”) Agreement in the form attached as Exhibit A. By executing the LOC Agreement, customers of MoneyKey obligated themselves to repay the principal amount loaned along with a cash advance fee amounting to fifteen percent (15%) of the principal balance, and, if the principal balance and cash advance fee are not paid in full by the initial billing due date, the consumer is charged interest at an annual percentage rate of 399%.

7. According to the LOC Agreement, all payments received by Moneykey are “first applied to any accrued but unpaid Fees and Finance Charges, then to your Minimum Payment obligations and then to your outstanding Daily Balance.” Therefore, to pay off the balance of the loan without incurring additional finance charges, borrowers must pay the entire 15% cash advance fee plus the principal balance of the cash advance by the close of the initial billing cycle (i.e., the cash advance fee was applied regardless of whether the consumer fully repaid the principal balance

by the initial billing due date). *See* Exhibit A.

8. The “License Information” section on MoneyKey’s website displayed a copy of the company’s Certificate of Authority to do Business in Virginia, implying that the company’s open-end lending activities were licensed and regulated in Virginia. To the contrary, no license is required for lending activities pursuant to Virginia Code § 6.2-312. Additionally, a Certificate of Authority to Transact Business in Virginia is a basic requirement of all foreign business organizations transacting business in Virginia. *See, e.g.*, Va. Code § 13.1-757.

9. Further, in communications with consumers, and on the company’s website, MoneyKey represented to consumers that its loans complied with § 6.2-312, Virginia’s open-end credit statute.

CAUSES OF ACTION

COUNT I - THE VIRGINIA CONSUMER FINANCE STATUTES

10. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in paragraphs 1 through 9 above.

11. Unless exempt from its provisions, § 6.2-1501 prohibits any person from engaging in the business of making loans in any principal amounts to individuals for personal, family, household or other non-business purposes, and charging, contracting for, or receiving, directly or indirectly, any interest, charges, compensation, consideration or expense which in the aggregate are greater than the rate otherwise permitted by § 6.2-303, unless otherwise exempt, or without having first obtained a consumer finance license from the SCC.

12. Pursuant to Virginia Code § 6.2-303, the contract rate of interest permitted on loans is 12% per year unless a higher rate of interest is authorized by some other section of the Code of Virginia.

13. MoneyKey does not hold a consumer finance license issued by the SCC pursuant to § 6.2-1501 of the consumer finance statutes and is not otherwise exempt from the provisions of those statutes. During the relevant period, MoneyKey was not exempt from the consumer finance statutes by virtue of extending open-end credit as described in § 6.2-312.

14. Although MoneyKey presented its loans during this period as a form of open-end credit, it did not satisfy the open-end requirements set forth in § 6.2-312. Section 6.2-312 prohibits lenders from imposing a “finance charge” before application of a grace period of at least twenty-five (25) days. The 15% cash advance fee that MoneyKey charged its borrowers immediately upon their execution of the loan during this period, without application of any grace period, is and was a “finance charge.” MoneyKey’s failure to comply with the open-end requirements of § 6.2-312 renders the loans it made during this period subject to the consumer finance statutes.

15. During the period from at least January 2013 to through July 10, 2015, by charging and receiving interest in excess of 12% annually in the form of cash advance fees on consumer loans, without application of a finance charge “grace period” in violation of the open-end credit requirements of § 6.2-312, MoneyKey violated the interest rate prohibitions of the consumer finance statutes.

16. Under § 6.2-1501 of the consumer finance statutes, at all relevant times mentioned herein, if a lender who was not exempt from the provisions of those statutes and who had not obtained a consumer finance license, contracted to make a consumer loan, and charged, contracted for, or received, interest or other compensation in excess of 12% per year, the loan was and is null and void and the lender is not able to collect, obtain or receive any principal, interest or charges whatsoever on said loan.

17. Any consumer loans made by MoneyKey during the relevant times mentioned

herein, in which MoneyKey charged, contracted for or received interest or other compensation in excess of 12% per year, are null and void. Moneykey may not collect, retain or receive any principal, interest or other charges whatsoever on any such loans.

COUNT II – THE VIRGINIA CONSUMER PROTECTION ACT

18. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in paragraphs 1 through 17 above.

19. The Defendant is now, and was at all relevant times mentioned herein, a “supplier” of “goods” or “services” in connection with “consumer transactions,” as those terms are defined in § 59.1-198 of the VCPA.

20. By making loans primarily used for personal, family, or household purposes, the Defendant has and does engage in “consumer transactions,” as defined in § 59.1-198 of the VCPA.

21. During the relevant period, by making misleading statements regarding its licensure status, and by misrepresenting the company’s compliance with Virginia’s open-end credit statute, MoneyKey violated the following provisions of the VCPA:

a. Section 59.1-200(A)(2) of the VCPA, which prohibits “[m]isrepresenting the source, sponsorship, approval, or certification of goods or services”;

b. Section 59.1-200(A)(5) of the VCPA, which prohibits “[m]isrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits”; and

c. Section 59.1-200(A)(14) of the VCPA, which prohibits “[u]sing any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.”

22. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by the Defendant.

23. The Defendant willfully did the acts described herein in violation of § 59.1-200(A)(2), (5), and (14) of the VCPA.

WHEREFORE, the Plaintiff, Commonwealth of Virginia, prays that this Court enter the Order Approving and Adopting Assurance of Voluntary Compliance filed herewith.

COMMONWEALTH OF VIRGINIA,
EX REL. MARK R. HERRING
ATTORNEY GENERAL

By: 
Mark S. Kubiak

Mark R. Herring
Attorney General

Cynthia E. Hudson
Chief Deputy Attorney General

Rhodes B. Ritenour
Deputy Attorney General

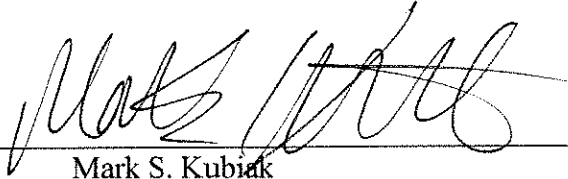
David B. Irvin (VSB # 23927)
Senior Assistant Attorney General

Mark S. Kubiak (VSB No. 73119)
Assistant Attorney General

Consumer Protection Section
900 East Main Street
Richmond, Virginia 23219
Phone: (804) 786-7364
Fax: (804) 786-0122

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of December, 2015, a true copy of the foregoing Complaint was mailed, postage prepaid, to John F. Kozak, Esquire, Katten Muchin Rosenman, LLP, 2900 K St., NW, North Tower – Suite 200, Washington, DC 20007, counsel for MoneyKey – VA, Inc.



A handwritten signature in black ink, appearing to read 'Mark S. Kubiak', is written over a horizontal line. The signature is stylized and cursive.

Mark S. Kubiak



MONEYKEY LINE OF CREDIT AGREEMENT VIRGINIA

TRUTH IN LENDING STATEMENT

Interest Rate and Interest Charges	
APR for Cash Advances	399%
Paying Interest	Your due date is at least 14 days after the close of each Billing Cycle. We will charge you interest on each Advance on the transaction date (the date the Advance is available to you)
Fees	
Transaction Fees	
Cash Advance Fee	15% of each Advance
Penalty Fees	
Late Payment Fee	If you do not pay at least the Minimum Payment due within fifteen (15) days of the Payment Due Date, you will be assessed a fee equal to the greater of 5% of the Minimum Payment Due (not to exceed \$50) OR \$15
Returned Payment Fee	\$25

How We Will Calculate Your Balance: We use a method called the "Average Daily Balance Method (including current transactions)". See the section titled "Interest and Balance Computation" in the Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement. See the section titled "Your Billing Rights" in the Agreement for full details.

This Line of Credit Agreement, including the terms and conditions contained herein (the "Agreement"), is a binding legal contract that will govern the terms of all Advances you receive under this Line of Credit. **Please review the terms and conditions carefully and retain a copy of this Agreement for your records. If you have any questions about this Agreement, contact customer@moneykey.com or call 1-866-255-1668.** If you agree to the terms of this Agreement, you must electronically sign it where applicable. In this Agreement, "you", "your", "yours" and "Borrower" means the person signing this Agreement and "we", "us", "our" and "MoneyKey" mean MoneyKey-VA Inc.

You understand and agree that although you must sign this document to enter into an agreement with us, you may not need to sign any other documents to obtain an Advance. By initiating an Advance, however, or otherwise accepting, accessing or using funds drawn on this Line of Credit, you agree that each Advance is a loan in the amount provided to you and you further agree to repay any and all Advances you take. In addition, by initiating an Advance, you also authorize us to obtain a credit report or other credit information in connection with this Agreement. We have the right to periodically obtain and review your credit report without notice to you as long as the Line of Credit is open and we may use that information to change the terms and conditions applicable to your Line of Credit (as permitted by applicable law).

THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION PROVISION. UNLESS YOU EXERCISE YOUR RIGHT TO REJECT THE ARBITRATION PROVISION, IT WILL AFFECT YOUR RIGHTS IN THE EVENT OF A DISPUTE.

Important Notice about Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, we are required 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 information.

Acknowledgement: By signing this Agreement and accepting, accessing or using funds drawn on this Line of Credit, you agree that you have read, understood and accepted the terms and conditions contained in this Agreement. If you dispute the amount disbursed or the rate disclosed with respect to any Advance, you agree to contact us as set forth below and return the full amount disbursed. Otherwise, you shall be contractually bound to repay the full amount disbursed, together with applicable Fees, Finance Charges and any other charges incurred in connection with such Advance.

Definitions:

"Account" means the Line of Credit evidenced by this Agreement with MoneyKey-VA, Inc. from which you may access borrowed funds (each, an Advance) up to the Credit Limit in accordance with this Agreement for personal, family or household purposes.

"Advance" means any draw on the Line of Credit.

"Average Daily Balance" is calculated by: (i) adding the Daily Balance of your Account for each day in your Billing Cycle; and (ii) dividing such sum by the total number of days in your Billing Cycle.

"Billing Cycle" means the interval between the days or dates of regular Periodic Statements. Each Billing Cycle is approximately (30) days long.

"Business Day" means any day a bank in Virginia is open for business not including weekends or bank holidays.

"Credit Limit" means the maximum amount you can borrow under this Line of Credit.

"Daily Balance" is the daily opening balance of your Account, plus any new Advances deposited into your Account on such day, and less any principal payments to your Account on such day.

"Daily Periodic Rate" is 1/365th of your APR which is equal to 1.09315%.

"Minimum Payment" means the minimum payment you agree to make each Billing Cycle.

"New Balance" means the new balance as set out on your Periodic Statement calculated as follows: (a) your previous balance; plus (b) any Advances during your Billing Cycle; plus (c) any Finance Charges and Fees incurred during your Billing Cycle; minus (d) any payments and credits to your Account during your Billing Cycle.

"Outstanding Principal Balance" is the Daily Balance of your Account calculated on the last day of the Billing Cycle and reflected on your Periodic Statement.

"Payment Due Date" means the date reflected on your Periodic Statement on which a Minimum Payment is due.

"Periodic Statement" means the written statement issued by us.

"Returned Payment Demand Notice" means the 14 days written notice of a demand for a refused or otherwise dishonored payment by you, such notice provided by us to you on your Periodic Statement, as applicable.

"We", "us", "our" and "MoneyKey" refer to MoneyKey-VA, Inc.

"You", "your", "yours" and "Borrower" means the person signing this Agreement for the MoneyKey Line of Credit.

General Terms: Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms used in this Agreement not defined above are defined elsewhere in this document. In consideration of our agreeing to extend credit to you, you are liable to us for all obligations, indebtedness and liabilities of any kind whatsoever which you incur under this Agreement with the use of your Account and any such other amounts that may be charged to your Account.

How this Line of Credit Works: This revolving Line of Credit is a convenient way for you to obtain a loan when you need it. You may take out Advances up to your Credit Limit. You will be charged Finance Charges and Fees on each Advance as described in this Agreement. Your available credit (the funds available from which you can draw an Advance) will replenish as you pay down your outstanding balance, as described below.

Fees: You agree to pay all Fees applicable to your Account as set out in this Agreement, as such Fees may be modified or changed in accordance with applicable law. These Fees may include, without limitation:

1. **Cash Advance Fee:** We will charge a fee of 15% (fifteen percent) of the amount of an Advance for each Advance you request.
2. **Late Payment Fee:** If you do not pay at least the Minimum Payment due within fifteen (15) days of the Payment Due Date, you will be assessed a fee equal to the greater of 5% of the Minimum Payment due (not to exceed \$50) OR \$15; or
3. **Returned Payment Fee:** If any payment you provide to us is refused or otherwise dishonored, we will charge you a fee of \$25.

Accessing your Account: You may access your Account and request funds by calling us at 1-866-255-1668 or logging onto your Account at least one (1) Business Day prior to the day you would like to receive the funds. All Advances will usually be deposited into your Bank Account on the next Business Day after our receipt of your Advance request. Advance requests may not exceed your available Credit Limit. Check with your bank for specific bank terms that may affect the availability of your funds and any fees that you may be charged in connection with receipt of such Advance. Advances cannot be cancelled once initiated unless done so prior to 7 pm EST Monday through Friday or prior to 2 pm EST Sunday.

Interest and the Balance Computation Method: We calculate the interest charge (the "Finance Charge") on your Account by multiplying (i) the Daily Periodic Rate by the number of days in your Billing Cycle; and (ii) multiplying the product in (i) above to the Average Daily Balance of your Account. For greater clarity, the Finance Charge applicable to you in each Billing Cycle, and reflected in each Periodic Statement, is the Average Daily Balance on your Account multiplied by the number of days in your Billing Cycle and further multiplied by the Daily Periodic Rate, being 1.09315%. The interest rates that apply to your Account are shown in the "Truth in Lending Disclosures" at the beginning of this Agreement and on each Periodic Statement. Interest will continue to accrue on your Account until any and all amounts due have been paid in full.

There is no grace period with respect to any Advance which means there is no way to avoid Finance Charges if you obtain an Advance.

Promise to Pay: You promise to pay the total of all outstanding Advances, accrued Fees and, Finance Charges, as described in this Agreement along with any and all other applicable charges.

Minimum Payment: You agree to make at least the Minimum Payment shown on each Periodic Statement on or before the Payment Due Date shown on such statement (and you may prepay the unpaid balance of your Account at any time). Your Minimum Payment will consist of any Fees and/or Finance Charges accrued during each Billing Cycle. In accordance with Virginia law, all payments are credited to your Account effective as of the day they are received by us. Increases in your available credit may be delayed up to five (5) Business Days after our receipt of any payment on the Account. We encourage you to pay your balance in full on or before the applicable Payment Due Date to minimize your Finance Charges. You may make payments towards your unpaid balance at any time without cost or penalty. If you pay more than the Minimum Payment due in one Billing Cycle, you are still obligated to pay the full Minimum Payment due in the next Billing Cycle.

Periodic Statements: Your Account will have time periods called Billing Cycles. In each Billing Cycle where your Account has a balance due to us or where a payment has been received or we are otherwise required by law to provide you with a statement, we will provide to you an electronic version of your Periodic Statement reflecting your Advances, outstanding Fees, and Finance Charges, payments made, any other credits to your Account, amounts due to us that are past due, your previous balance, and your New Balance. The statement sent after the most recently completed Billing Cycle is your "Current Statement". Your Current Statement will be generated and sent to you twenty one (21) days prior to the applicable Payment Due Date for such Billing Cycle and will show the Minimum Payment you must pay and the date on which such payment (or any greater amount) must be received by us. You will receive your Periodic Statement via an email to the email address you provided on the application. Your Periodic Statement will also be available on our website at www.moneykey.com. You may choose to receive paper statements. To exercise this right, please notify us at least seven (7) Business Days in advance at customer@moneykey.com.

Payment Options: If you have provided us with an ACH Authorization, unless we have heard otherwise from you, at least one (1) Business Day prior to the Payment Due Date, we will debit the Minimum Payment from your Bank Account on your Payment Due Date. You may schedule an electronic payment via ACH on your Account at any time by calling us at 1-866-255-1668. Depending upon the amount and timing of the partial payment, your Finance Charges and Fees may or may not be reduced.

If you have not provided an ACH Authorization in connection with this Agreement, you may mail your payment to us, in an amount that equals or exceeds each Minimum Payment, at 3422 Old Capitol Trail Suite 1962 Wilmington, DE 19808. Such payments must be in the form of a certified check or money order. Any mailed payment must be received by us by 5:00 p.m. Eastern Time on the Payment Due Date (unless such payment is due on a day on which banks are not open for business, in which case the payment will be due on the next Business Day). If you send any payment by mail, please ensure to request a USPS tracking number, so that you and we can confirm the date and time of delivery of your mailed payment. All payments must be in U.S. dollars. You authorize us to electronically collect any payment check you provide to us by providing us with your relevant Bank Account information. Funds may be drawn from your Bank Account on the same day we receive your check. If you have not provided us with an ACH Authorization but wish to make a payment on your Account via an ACH debit to your Bank Account, call us at 1-866-255-1668 at least two (2) Business Days before your Payment Due Date to arrange for such payment.

Application of Payments: All payments received by us on your Account will be first applied to any accrued but unpaid Fees and Finance Charges, then to your Minimum Payment obligations and then to your outstanding Daily Balance.

Credit Balances: You may request a refund of a credit balance at any time. Otherwise, we will apply any new credit balance on your Account to new Advances unless otherwise required by applicable law.

Default: You will be considered in default if we believe, in good faith, that our prospect for repayment under this Agreement is impaired. You shall also be in default if you fail to make a payment as required by this Agreement. You shall also be in default if you: (1) break any promise made set forth in this Agreement; (2) die; (3) file a petition in bankruptcy, insolvency or receivership or are put involuntarily into such proceedings; (4) do not make your Minimum Payment by the required Payment Due Date; (5) commit fraud, provide us with false or incomplete information, or make any material misrepresentation or make any false or misleading statements in connection with this Agreement; (6) are in default on any other loan you have with us; (7) do anything this Agreement prohibits; or (8) use any Advance for an illegal purpose or transaction as determined by applicable law. Any one of the foregoing events shall evidence a reasonable belief that prospect of payment, performance or realization is impaired.

Consequences of Default: If you default, if permitted by applicable law, we may close your Account and declare all amounts immediately due and payable, in which case you must immediately pay us the total unpaid balance on your Account, as well as any and all Finance Charges to date, any and all Fees, and any and all collection costs permitted under applicable law. Any balance due to us as of the date of default shall bear interest at the highest rate permitted by applicable law. If Virginia law requires a notice of default and an opportunity to cure that default, these rights will be afforded to you before we exercise our remedies.

Consent to Electronic Communications: The following terms and conditions govern electronic communications in connection with the Agreement and the transaction evidenced hereby (the "Consent"). By obtaining an Advance, 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:

1. Any disclosure, notice, record or other type of information we are required to provide to you or that you request, in connection with your transaction with us, including but not limited to, this Agreement, this Consent, the federal Truth in Lending disclosures, the privacy policy located on our website (www.moneykey.com), change-in-term notices, your Line of Credit, Fee and transaction information, statements, notices of adverse action, and state mandated brochures and disclosures (collectively "Communications"), may be sent to you electronically by posting the information at our web site, (www.moneykey.com), or by sending it to you by e-mail, to any email address you have provided to us, as required by applicable law.
2. We will not be obligated to provide any Communication to you in paper form unless you specifically request in writing.
3. You may obtain a free copy of any Communication by contacting us at customer@moneykey.com or by calling us at 1-866-255-1668. You also can withdraw your Consent to ongoing electronic Communications in the same manner, and ask that they be sent to you in paper form.
4. You agree to provide us with your current email address for notices at the address or phone number indicated on your application. If your email address changes, you must send us a notice of your new email address by writing to us or sending us an email, using secure messaging, at least five (5) Business Days before the change.
5. 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 data over the Internet. Microsoft Internet Explorer 6 and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We do not provide Internet connectivity services.
6. We may amend (add to, delete or change) the terms of this Consent to Electronic Communication at any time by providing you with reasonable notice in accordance with applicable law.

Your Electronic Signature: You acknowledge and agree that wherever you type your name in an indicated box on this document in order to "sign" the relevant terms or provisions, you are providing your electronic signature on this document. By electronically signing this document, you are agreeing to all the terms and conditions set forth in the Agreement, and certifying that all information you have provided in connection with this transaction is complete and accurate. You agree that your electronic signature shall have the same force and effect, and shall bind you to this Agreement in the same manner and to the same extent as a physical signature would do, in accordance with the Electronic Signatures in Global and National Commerce Act ("ESIGN") to the extent applicable. You also agree that this Agreement and all related documents are electronic records and that, as such, they may be transferred, authenticated, stored, and transmitted by electronic means.

Governing Law: This Agreement shall be governed by the laws of the State of Virginia. This Agreement is considered a Virginia contract by MoneyKey, and entered into by MoneyKey, in Virginia, except that the Waiver of Jury Trial and Arbitration Agreement attached hereto as Schedule A, is governed by the Federal Arbitration Act ("FAA").

Costs of Collection: You shall pay all reasonable costs incurred by us in the collection of (1) all of, or any portion of, this Line of Credit; (2) any and all Advances made by us to you pursuant to this Line of Credit; or (3) any and all Finance Charges, Fees and/or other charges relating to this Line of Credit, or in enforcing our rights related thereto. Costs of collection include, but are not limited to, court costs, attorney fees and collection agency fees except that such costs may not include costs incurred by a salaried employee or our assignee, may not include the recovery of both attorney fees and collection agency fees and shall not be in excess of 15% of the unpaid debt after default. Other costs related to collection include expenses we incur to preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters and proceedings, non-bankruptcy suits and/or administrative actions and appeals.

Termination: This Agreement may be terminated (1) by us, upon adverse re-evaluation of your creditworthiness; (2) by us, if you should fail to meet the terms of this Agreement; or (3) at our option, or your option, upon five (5) Business Days' written notice. Termination will not affect your obligation to pay the balance outstanding on your Account prior to termination or as otherwise permitted under applicable law.

No Waiver: We may waive or delay exercising any of our rights without losing the ability to exercise those rights in the future.

Final Agreement: This written Agreement is the final expression of the agreement between you and us, and may not be contradicted by evidence of any oral agreement.

Reports to Credit Bureaus: 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.

Change in Terms: We may change the terms of this Agreement by adding, deleting or modifying any provision at any time in accordance with applicable law. Increases in the Annual Percentage Rate for Advances will apply to future Advances and, subject to applicable law, unpaid balances.

Assignment: This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without written notice to you and your consent is not required if we make such an assignment or transfer.

Security Interest: To the extent you have provided an ACH Authorization in connection with this Agreement, we are advising you that such authorization may be deemed a security interest for this Line of Credit.

Severability: In case any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be enforced as if such provision was never included and the rest of this Agreement shall remain in full force and effect.

Changes in Personal Information: You must notify us of any change in your name, address, employment, financial situation or credit standing and you must provide us with any and all additional financial information that we request. To prevent identity theft, you may be required to verify any change in your address. You shall not request an Advance if you know or should have known that you cannot pay it back.

YOUR BILLING RIGHTS

KEEP THIS NOTICE 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 Periodic Statement

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

MoneyKey - VA, Inc.
3422 Old Capitol Trail, Suite 1962
Wilmington, DE 19808

You may also contact us via email: customercare@moneykey.com

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 Periodic Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the suspected error appeared on your Periodic Statement.
- At least three (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 or electronically. 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:

- 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.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the Periodic Statement 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 to a credit bureau as delinquent on that amount.
- The charge in question may remain on your Periodic Statement, and we may continue to charge you interest on that amount.
- 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 any interest 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 all applicable interest and 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 to a credit bureau 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 ten (10) Business Days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent to a credit bureau 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.

SCHEDULE A - WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

PLEASE READ CAREFULLY: THIS ARBITRATION AGREEMENT PROVIDES FOR RESOLUTION OF ALL DISPUTES THROUGH FINAL AND BINDING ARBITRATION AND REPLACES THE RIGHT TO GO TO COURT AND HAVE A DISPUTE RESOLVED BY A JUDGE OR JURY. THIS ARBITRATION AGREEMENT ALSO WAIVES YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION LAWSUIT, IN CLASS-WIDE ARBITRATION, OR IN PROCEEDINGS CONSOLIDATED OR JOINED WITH SIMILARLY SITUATED PERSONS OR ENTITIES.

A. GOVERNING LAW: This Arbitration Agreement ("Arbitration Agreement") is contained in a contract evidencing interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). In the event a final, binding, and non-appealable judgment finds that the FAA does not apply, this Arbitration Agreement shall be governed by the arbitration law of the State of Virginia.

B. WAIVER OF JURY TRIAL AND AGREEMENT TO ARBITRATE: Unless you promptly opt out of arbitration in the manner described below in Paragraph R, by entering into this Arbitration Agreement you are waiving your right to resolve any "Dispute" (defined below) in any court except a small claims court. Instead, you are agreeing to resolve all Disputes between you and us (together, the "Parties"; each individually, a "Party") and "Related Third Parties" (defined in Paragraph E below) in binding and mandatory bilateral (i.e., individual) arbitration.

C. ARBITRATION DEFINED: Arbitration is a process in which persons with a dispute (1) waive their rights to file a lawsuit and proceed in court before a judge or jury; and (2) agree, instead, to submit their dispute to a neutral third person known as an "arbitrator" for a decision resolving the dispute. Each party to an arbitration has an opportunity to present evidence to the arbitrator although the ability to conduct discovery is limited. Arbitration proceedings are private and less formal than court proceedings. The arbitrator will issue a final and binding decision resolving the dispute. That decision may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

D. SCOPE OF THIS ARBITRATION AGREEMENT: For purposes of this Arbitration Agreement, the words "Dispute" and "Disputes" are given the broadest possible meaning and include, without limitation (1) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Agreement, the validity and scope of this Arbitration Agreement, the matters subject to arbitration under this Arbitration Agreement, and any claim or attempt to set aside or invalidate this Arbitration Agreement or any provision contained within it, including but not limited to the Class Action Waiver (as set forth below in Paragraph F), on the basis of any law, contract defense, or legal theory; (2) all other matters of arbitrability; (3) all federal or state law claims, disputes, or controversies, arising from or relating directly or indirectly to (a) the MoneyKey Line of Credit Agreement, (b) the MoneyKey - VA, Inc. Privacy Policy, or (c) the information you gave us (and that we gave you) before, during, and after entering in your Line of Credit Agreement, (together, referred to as your "Line of Credit Agreement") and/or any past agreement or agreements between you and us; (4) all counterclaims, cross-claims, and third-party claims; (5) all common law claims, whether they be based on contract, tort, fraud, or other common law theories; (6) all claims based upon a violation of any state or federal constitution, statute, or regulation; (7) all claims asserted by us or Related Third Parties against you, including claims for money damages to collect any sum we claim you owe us; (8) all claims asserted by you against us and/or any Related Third Parties, including claims for money damages and/or equitable or injunctive relief; (9) all claims asserted on your behalf by another person; (10) all claims asserted by you as a private attorney general, as a class representative, or in any other representative capacity, or as member of any class or putative class asserting claims against us or any Related Third Parties, (referred to as "Representative Claims"); and (11) all claims arising from or relating directly or indirectly to the disclosure by us or Related Third Parties of any non-public personal information about you.

E. RELATED THIRD PARTIES: Related Third Parties are intended beneficiaries of the Arbitration Agreement and may each enforce it in full with respect to any Disputes between a Related Third Party on the one hand and you on the other hand. Related Third Parties include our past, present, and future employees, agents, principals, representatives, directors, officers, shareholders, governors, managers, members, parent companies, subsidiaries, affiliates, partners, licensees, attorneys, predecessors, successors, joint venturers, contractors, assigns, designees, servicers, and "service providers" (defined as any third party providing us or any of the foregoing entities or persons any goods or services that arise out of or in any way relate to your Line of Credit Agreement or the Arbitration Agreement).

F. CLASS ACTION WAIVER: By agreeing to this Arbitration Agreement, you are waiving your ability to participate in class action litigation and class-wide arbitration as a class representative, a class member, or in any other capacity.

G. INDIVIDUAL ARBITRATION: Unless you opt out of arbitration in the manner described below in Paragraph R, all Disputes including any Representative Claims by or against us or Related Third Parties shall be resolved by binding arbitration on an individual basis with you only. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. THE ARBITRATOR SHALL NOT ALLOW YOU OR US OR RELATED THIRD PARTIES TO SERVE (1) AS A REPRESENTATIVE, (2) AS A PRIVATE ATTORNEY GENERAL, OR (3) IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN ANY ARBITRATION. THE ARBITRATOR HAS NO AUTHORITY TO ORDER OR CONDUCT CLASS ARBITRATION.**

H. NO JOINDER OR CONSOLIDATION OF CLAIMS: Neither you nor us nor Related Third Parties may join or consolidate claims or Disputes with the claims or disputes of other persons or entities. The arbitrator has no authority or power to order or conduct consolidated or joined proceedings. By entering into this Arbitration Agreement, the Parties are agreeing to resolve all claims and Disputes on a bilateral basis.

I. SMALL CLAIMS COURT: The Parties, including Related Third Parties, shall retain the right to seek resolution of Disputes in the small claims court for the county of your residence (provided such a small claims court exists) for claims and Disputes within the scope of the small claims court's jurisdiction. Any claims and Disputes that cannot be resolved in small claims court or over which the small claims court lacks jurisdiction shall be resolved by binding arbitration as provided by this Arbitration Agreement. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration as provided by this Arbitration Agreement.

J. YOUR COVENANTS AND PROMISES: YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

- (1) YOU ARE GIVING UP YOUR ABILITY TO HAVE A TRIAL BY JUDGE OR JURY TO RESOLVE ANY CLAIM OR DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (2) YOU ARE GIVING UP YOUR ABILITY TO HAVE A COURT EXCEPT A SMALL CLAIMS COURT RESOLVE ANY CLAIM OR DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (3) YOU ARE GIVING UP YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND/OR RELATED THIRD PARTIES;
- (4) YOU ARE GIVING UP YOUR ABILITY TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND/OR RELATED THIRD PARTIES; and
- (5) YOU ARE GIVING UP YOUR ABILITY TO JOIN OR CONSOLIDATE ANY CLAIM OR DISPUTE AGAINST US OR RELATED THIRD PARTIES WITH THE CLAIMS OR DISPUTES OF OTHER PERSONS OR ENTITIES.

K. INITIATING ARBITRATION AND SELECTION OF ARBITRATOR: Any Party to a Dispute, including Related Third Parties,

shall send the opposite Party written notice by certified mail return receipt requested of their intent to arbitrate, even if a lawsuit has been filed. This notice must set forth the subject matter of the Dispute along with the relief requested. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association ("AAA") (1-800-778-7879) (<http://www.adr.org>) or JAMS (1-800-352-5267) (<http://www.jamsadr.com>).

The Party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us or the appropriate Related Third Party in your demand of the arbitration organization you have selected. If we or a Related Third Party demands arbitration, you must notify us or the Related Third Party within twenty (20) days in writing by certified mail return receipt requested of the arbitration organization, the AAA or JAMS, that you wish to select. If you fail to notify us, then we or the appropriate Related Third Party have the right to select the arbitration organization. Arbitration proceedings will be governed by the rules and procedures of the selected arbitration organization or arbitrator, except to the extent such rules and procedures contradict the terms of this Arbitration Agreement, including the limitations on the arbitrator above and below. If the selected arbitration organization or arbitrator has available expedited or limited-discovery rules and procedures, such rules and procedures shall be used except to the extent they contradict the terms of this Arbitration Agreement. You may obtain a copy of the rules and procedures of the AAA and JAMS by contacting them or visiting their websites at the contact information listed above.

You must send your arbitration demand and notice of intent to arbitrate to us or the appropriate Related Third Party in writing at the following address: 3422 Old Capitol Trail suite 1962, Wilmington DE 19808.

L. AN ALTERNATIVE ARBITRATOR: As an alternative to the AAA and JAMS, the parties to an arbitration (i.e., you and either us or a Related Third Party) may agree in writing to select a mutually-agreeable arbitrator who is not affiliated with those organizations. In addition to being mutually agreed upon, any non-affiliated arbitrator must be an attorney in good standing with the applicable attorney bar or bars and must have at least ten years of relevant experience.

If (1) the AAA and JAMS are unavailable or unwilling to arbitrate a dispute covered by this Arbitration Agreement, and (2) the parties to the Dispute are unable to reach an agreement as to an alternative arbitrator, then any party to the Dispute may file a request with a court having jurisdiction for the appointment or designation of an arbitrator. The court to whom the request is made shall designate an arbitrator and dismiss any court proceedings in accord with the court's authority under Sections 2 through 5 of the Federal Arbitration Act.

The unavailability of the AAA or JAMS and/or the inability of the parties to a Dispute to agree on an alternative arbitrator shall not void this Arbitration Agreement nor relieve the Parties and Related Third Parties of their arbitration obligations.

M. ARBITRATION FEES AND LOCATION: Regardless of who demands arbitration, unless you request otherwise we or the appropriate Related Third Party will advance your portion of the arbitration expenses, including the filing, administrative, hearing, and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party to the arbitration shall bear his or her own attorney's fees and expenses, including witness and expert witness fees. Any arbitration under this Arbitration Agreement shall be conducted within thirty (30) miles of your residence or at any other location mutually agreed upon in writing by the parties to the arbitration.

N. AVAILABLE RELIEF: The arbitrator shall apply applicable substantive law consistent with this Arbitration Agreement. The arbitrator shall also apply applicable statutes of limitation and shall honor claims of privilege recognized at law. The arbitrator may award any relief available under applicable law, subject to the limitations set forth in this Arbitration Agreement. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. If the arbitrator renders a decision or an award in your favor resolving the Dispute, then you will not be responsible for reimbursing us or the appropriate Related Third Party for your portion of the Arbitration Fees, and we or the appropriate Related Third Party will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator renders a decision or an award in favor of us or the appropriate Related Third Party then the arbitrator may require you to reimburse us or the appropriate Related Third Party for the Arbitration Fees that were advanced on your behalf, not to exceed the amount which would have been assessed as court costs if the Dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party to the arbitration, the arbitrator shall provide a written explanation for the award. An award may be filed with any court having jurisdiction.

The arbitrator may award you reasonable attorney's fees and expenses if you substantially prevail in arbitration and applicable law does not prohibit such an award. If we or a Related Third Party substantially prevails in arbitration, the arbitrator may not award us or the Related Third Party attorney's fees and expenses unless the arbitrator also finds that you asserted frivolous or fraudulent claims or allegations, in which case the arbitrator may award us or the Related Third Party reasonable attorney's fees and expenses.

O. PRE-ARBITRATION SETTLEMENT OFFER AND MINIMUM RECOVERY PROVISION: If you make a written request for a pre-arbitration settlement offer from us or the appropriate Related Third Party in the manner described below and the arbitrator awards you damages in an amount greater than our or the Related Third Party's last pre-arbitration settlement offer, we or the Related Third Party will be liable to you for the greater of \$5,000 or the arbitrator's damages award, exclusive of any other relief the arbitrator may award you, including reasonable attorney's fees and expenses. For purposes of this Paragraph O only, if you properly request a pre-arbitration settlement offer and we or the Related Third Party do not make one, the Parties shall treat the last pre-arbitration settlement offer as being for zero dollars. Any request for a pre-arbitration settlement offer must be made in writing and submitted to one of the below listed addresses: (i) 3422 Old Capitol Trail suite 1962, Wilmington DE 19808; or (ii) customer-care@moneykey.com.

To be valid, a request must include your name, address, account number or social security number, the date of your Line of Credit Agreement, and a clear and accurate description of your claims and any supporting facts. We or the Related Third Party shall have fourteen (14) days to respond to your request. If you file arbitration or court proceedings before the fourteen (14) day period runs, you will forfeit any rights and benefits provided by this Paragraph O (the remainder of the Arbitration Agreement will remain in full force and effect). Although we and Related Third Parties are entitled to make more than one pre-arbitration settlement offer, if only one offer is made that first offer shall be considered the last offer for purposes of this Paragraph O regardless of whether you make additional requests for pre-arbitration settlement offers. This Paragraph O shall only apply to a damages award you obtain based on the same or materially similar claims and supporting facts as those set forth in your request for a pre-arbitration settlement offer.

P. SURVIVAL OF THIS ARBITRATION AGREEMENT: This Arbitration Agreement will survive: (1) termination or changes in your Line of Credit Agreement, or the relationship between you and us concerning, related to, or arising out of your Line of Credit Agreement; (2) the bankruptcy of any Party or Related Third Party; and (3) any transfer, sale, or assignment of your Line of Credit Agreement, or any amounts owed to any other person or entity.

This Arbitration Agreement benefits and is binding upon you, your respective heirs, successors, and assigns. It also benefits and is binding upon us, our successors and assigns, and Related Third Parties and their successors and assigns. The Arbitration Agreement continues in full force and effect even if your obligations have been paid or discharged through bankruptcy. The Arbitration Agreement survives any termination, amendment, expiration, or performance of any transaction between you and us or you and a Related Third Party and continues in full force and effect unless you and we otherwise agree

in writing.

If any of this Arbitration Agreement is held invalid, the remainder shall remain in full force and effect. That notwithstanding, if any final, binding, and non-appealable judgment finds that this Arbitration Agreement cannot be enforced without permitting class arbitration or consolidated proceedings, the entirety of the Arbitration Agreement shall be null and void and neither you nor us or Related Third Parties shall be entitled to arbitrate claims or Disputes. A final, binding, and non-appealable judgment finding that this Arbitration Agreement cannot be enforced without permitting class arbitration or consolidated proceedings shall not be binding in any proceedings involving persons or entities who were not parties to that judgment.

Q. PRIVACY AND CONFIDENTIALITY OF ARBITRATION PROCEEDINGS: Unless you and we or Related Third Parties, as appropriate, agree in writing to amend this Paragraph Q, any arbitration proceedings, including any hearings and any documents filed or exchanged, shall remain private and confidential. Neither the arbitrator nor the parties to an arbitration proceeding (or their counsel) shall disclose the contents of any proceedings to any third parties except Related Third Parties (and their successors and assigns, as appropriate). That notwithstanding, Paragraph Q and the resulting privacy and confidentiality obligations shall not prevent any party to an arbitration proceeding from disclosing matters if required by legal process or if necessary to enforce an arbitration award. In the event disclosure is required, only the minimum disclosure capable of satisfying the legal process or enforcing the arbitration award is permitted.

R. OPT OUT PROCESS: You may choose to opt out of the Arbitration Agreement, but only by following the process set forth in this Paragraph R. If you do not wish to be subject to this Arbitration Agreement, then you must notify us in writing within sixty (60) calendar days of the date of this Arbitration Agreement at one of the following addresses: (i) 3422 Old Capitol Trail suite 1962, Wilmington DE 19808; or (ii) customer-care@moneykey.com.

Your notice must include your name, address, account number or social security number, the date of this Arbitration Agreement, and a statement that you wish to opt out of this Arbitration Agreement. It is not sufficient to telephone us; you must give written notice. If you choose to opt out your choice will apply only to the Line of Credit Agreements in which this Arbitration Agreement is contained and will not apply to any other arbitration agreements between you and us and any third parties (including Related Third Parties) or any other arbitration agreements that you or us or Related Third Parties are entitled to enforce.

S. INTERPRETING THIS ARBITRATION AGREEMENT: The purpose of this Arbitration Agreement is to give binding effect to the Parties' intent to resolve all claims and Disputes through binding bilateral arbitration. Any ambiguities in this Arbitration Agreement should be construed in favor of resolving all claims and Disputes exclusively through binding bilateral arbitration (with the caveat that the Arbitration Agreement also expressly permits the Parties and Related Third Parties to seek resolution of claims and Disputes in small claims court in certain instances). In addition, the terms "and", "or", and "and/or" should be construed conjunctively or disjunctively or both conjunctively and disjunctively, as appropriate, so as to promote the Parties' intent to resolve all claims and Disputes exclusively through binding bilateral arbitration. Finally, both the singular and plural of the terms "claim" and "Dispute" appear in this Arbitration Agreement. The decision to use the singular or the plural in any particular sentence is aimed at promoting readability-nothing should be inferred from the use of the singular or the plural in any particular sentence that would be inconsistent with the Parties' intent to resolve all claims and Disputes exclusively through binding bilateral arbitration.