

## Important Legal Notice

You must be at least 18 years of age to pre-qualify or apply for credit with Badcock or its affiliates including W.S. Badcock Credit LLC. If you are married, you may apply for a separate account.

Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process an application, we must have your name, street address, date of birth, and other identifying information, and we may ask for identifying documents from you as well.

A prequalification or application is used to prequalify or apply for Badcock's financing program. Badcock financing is offered by W.S. Badcock LLC in the states of Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Virginia; and is offered by W.S. Badcock Credit LLC in Georgia and Tennessee. By completing and submitting the above information, you authorize Badcock and its affiliates to verify and gather information about you and to investigate your credit, bank, employment, and income records. Further, Badcock and its affiliates may verify your credit references for purposes of considering your application for credit, and, subsequently, in connection with any updates, renewals or future extensions of credit or in connection with reviewing or collecting on your account. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provided us with such reports.

A Badcock representative, or a third party acting on Badcock's behalf, will contact you if you are pre-qualified or approved for credit or if more information is needed to process your application. You authorize Badcock and its affiliates to share your information with one or more lenders or third-party lease-to-own providers, in connection with your desire to obtain financing or enter into a lease-to-own transaction, and you authorize such third parties to contact you directly, including by phone and email. If approved, your next step may be to complete a Retail Installment Contract, Direct Loan Promissory Note and Security Agreement, or lease-to-own agreement, depending on the type of account approved. You will be given a copy of any contract or agreement you enter into with Badcock, which will include all applicable terms and conditions.

A down payment may be required for a credit transaction and depending upon your state of purchase, an origination fee may be assessed for such as permitted by law.

If you have entered or provided to Badcock a mobile phone number or another phone number that you later convert to a mobile phone number, you agree and consent that Badcock and, one or more lenders or third-party lease-to-own providers, may contact you at the mobile phone numbers and any other numbers that you have entered or provided. You agree that contact may be by phone calls and text messages. You further agree and consent to receive artificial or pre-recorded voice messages and to receive calls and text messages from manual phones and automatic telephone dialing systems. You agree that your consent applies even if you must pay a charge for the calls or text messages.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Badcock, its affiliates, or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

ARBITRATION Clause ("Clause"):

In this Clause, "you" and "your" include Badcock's affiliates, employees, officers, directors, agents, servicers, or assigns.

A "Claim" is any claim, dispute or controversy that arises from or relates to the online prequalification or application I file electronically for credit or lease-to-own approval. A Claim includes but is not limited to: Claims about the approval or denial of your online credit or lease-to-own prequalification or application; Claims alleging fraud or misrepresentation; and any other Claims under common law, equity, or concerning federal, state, or local law or regulation. You or I may elect to resolve any Claim exclusively by binding individual arbitration. The Federal Arbitration Act governs this Clause. One arbitrator will hear the Claim. The arbitrator will conduct the arbitration per the American Arbitration Association ("AAA") rules.

ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. I WAIVE MY RIGHT TO BE A CLASS REPRESENTATIVE OR CLASS MEMBER FOR ANY CLAIM AGAINST YOU. I ALSO WAIVE ANY RIGHT TO CONSOLIDATE OR JOIN MY CLAIMS WITH ANY OTHER PERSON OR ENTITY'S CLAIMS. IF YOU SUE IN COURT TO COLLECT AMOUNTS I OWE, I MUST MAKE ANY COUNTERCLAIM ON AN INDIVIDUAL BASIS ONLY. I GIVE UP MY RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS IS CALLED A "CLASS ACTION WAIVER."

The arbitrator may not award relief in a form or amount not allowed by law. Any arbitration hearing will take place in Florida. My Claim shall be governed by the laws of Florida without regard to its conflicts of law provisions. Judgment on the award may be entered in Florida. This Clause and Class Action Waiver are also binding on each party and their respective heirs, successors and assigns. If any part of this Clause other than the Class Action Waiver cannot be enforced, the rest will be enforced. If the Class Action Waiver cannot be enforced, the entire Clause will be unenforceable.

I MAY OPT OUT OF THIS ARBITRATION CLAUSE. To do so, I must send you a notice that I opt out by Certified Mail, return receipt requested. The notice must be post marked within 14 days of the date of the online credit or lease to own prequalification or application. Such notice must be sent to the following address: 200 NW Phosphate Blvd, Mulberry, FL 33860, Attn.: Legal.