

# Terms and Conditions Agreement

## Nicholas Financial, Inc.

### Consumer Internet Agreement

#### 1. General

This Online Services Consumer Internet Agreement ("Agreement") for accessing your Nicholas Financial, Inc. account(s) via the Internet explains the terms and conditions governing Nicholas Financial, Inc. and other financial services offered through Nicholas Financial, Inc. (collectively, "Online Services"). By using Online Services you agree to abide by the terms and conditions of this Agreement. This Agreement is governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Florida. The words "our," "we," "us," "Nicholas Financial," and "Nicholas Financial, Inc." refer to Nicholas Financial, Inc. The words "you," "your," and "yours" means each person in whose name the loan account with Nicholas Financial, Inc. is maintained.

Online Services can be used to access products and accounts made available by Nicholas Financial, Inc.. By using as described below, you agree to be bound by the terms and conditions contained in this Agreement. When you use any of our Online Services services, as described below, or authorize others to use them, you and any such users agree to be bound by the terms and conditions of this Agreement. Online Services transactions are additionally governed by any other separate agreement(s) you may have with Nicholas Financial, Inc., including but not limited to, your loan agreement and any security agreements (your "Loan Documents").

Online Services is a consumer electronic financial service provided by Nicholas Financial, Inc.. You must have a Nicholas Financial, Inc. loan account to access the Online Services service. You may access Online Services using a personal computer with access to Nicholas Financial, Inc.'s website on the Internet.

Online Services services provided by Nicholas Financial, Inc. include the ability for you to access your loan account histories, make loan payments, and review your monthly statement electronically (your "E-Statement"). These are referred to as "Online Services."

#### 2. Your Authorization

If you do not agree to the terms and conditions in this Agreement, you may not complete the registration process. Checking the box entitled, "I have reviewed and agree to the terms and conditions contained in the Consumer Internet Agreement." and proceeding to use the Online Services services indicates your acknowledgement that you have read and accepted these terms and conditions.

By making payments on your Nicholas Financial, Inc. loan account through Online Services, you are authorizing Nicholas Financial, Inc. to electronically charge your checking or savings account for the amount you submitted. If you want to use this method of payment, you must complete this authorization process each time. You will receive an email notification each month stating that your loan statement is available for online viewing and payment. You are not required by Nicholas Financial, Inc. to authorize Nicholas Financial, Inc. to make electronic charges to your checking or savings account as your method of payment. You may continue to make payments on your loan account through any other method acceptable to Nicholas Financial, Inc..

If you wish to revoke your consent to monthly electronic loan statements, please contact Nicholas Financial, Inc. customer service.

### **3. Protecting Your Account**

Notify us at once if you believe another person has improperly obtained your Online Services password or if you suspect any fraudulent activity on your account. You may notify us by calling, writing, or visiting us in person at:

Nicholas Financial, Inc.  
2454 McMullen Booth Rd, N., Building C  
Clearwater, FL 33759  
727-726-0763

You may also email us at [customerservice@nicfn.com](mailto:customerservice@nicfn.com) - be sure to include your email address.

It is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you must immediately call Nicholas Financial, Inc. at 727-726-0763.

Protect your Online Services password - The password that you use to gain access to Online Services should be kept confidential at all times. For your protection we recommend that you change your Online Services password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, notify Nicholas Financial, Inc. at once.

### **4. Your Right to Stop Payments**

You may stop payment on a One-Time Payment by ACH Debit initiated by you through your checking or savings account if you provide the stop payment order to your financial institution at such time and in such manner as to allow your financial institution a reasonable opportunity to act upon the stop payment order prior to acting on the debit entry. Any stop payment order must be made in accordance with the procedures required by your financial institution.

You may stop payment on or revoke a Scheduled One-Time Payment by ACH Debit by notifying Nicholas Financial, Inc. orally or in writing at any time up to three business days before your payment date for the Scheduled One-Time Payment by ACH Debit. You may also stop payment on a Scheduled One-Time Payment by ACH Debit by following the stop payment procedures established by your financial institution.

### **5. Our Liability for Failure to Make Payments**

If we do not process a payment to your loan account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages up to the value of the payment. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your deposit account at your financial institution to make the payment;
- If the transfer will go over the credit limit on your overdraft line of credit, if any, at your financial institution;
- If the system was not working properly;
- If there is a dispute about the amount to be paid or transferred, or we have been legally ordered to pay to or hold the money in your account for someone else;
- If you have told us that your password was lost or stolen;
- If, in the case of a preauthorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we do not have the required authorization to perform the transaction;
- If circumstances beyond our control (such as fire, flood, or natural disaster) prevent the payment, despite reasonable precautions and efforts we have taken.

Other exceptions may be stated in other agreements we may have with you.

## **6. Accessing Your Nicholas Financial, Inc. Accounts**

### **A. System Requirements**

To access your account(s) through Online Services, you must have an eligible Nicholas Financial, Inc. loan account, enroll in Online Services by agreeing to this Online Services Agreement, and have a Online Services password. In addition, you must have the required Internet secure browser software as defined by us. You agree that you are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Online Services. You also agree that you are solely responsible for installing appropriate software, including but not limited to, anti-virus software, anti-spyware, and firewalls on your computer hardware to prevent key logging and/or other intrusions that may allow a third party to unlawfully view activity on your computer.

The minimum browser requirements to access Online Services are: a browser with 128-bit encryption, cookies and JavaScript must be enabled; Microsoft Internet Explorer 11 or higher, Google Chrome; Mozilla Firefox; or Apple Safari.

### **B. New Services**

Nicholas Financial, Inc. may, from time to time, offer and introduce new financial services through Online Services. We will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by any rules, which will be communicated to you, concerning these services.

### **C. Fees**

There are no monthly or transaction fees for accessing your account(s) or making loan payments via the ACH transaction method. Additional fees may be assessed for debit card transactions. Please note that other fees may be assessed by your Internet Service Provider (ISP) or financial institution.

## **7. Terms and Conditions**

The first time you access your Nicholas Financial, Inc. account(s) through Online Services and click the box agreeing to these terms and conditions, this act will confirm to us your agreement to be bound by all of the terms and conditions of this Agreement and acknowledges your receipt and understanding of the disclosure(s) contained in this Agreement. You agree that Nicholas Financial, Inc. may provide to you by electronic communication any disclosures concerning Online Services, as permitted by law, as provided in Section 10. E-Sign Disclosure and Consent, below.

### **A. Your Online Services Access Password**

You will select an initial Online Services password. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make available your password to anyone not authorized to sign on to your accounts. Your Online Services password is used only for transactions conducted by you on Online Services transactions. We recommend that you change your password regularly. Do not use numbers that are easily associated with you, such as your telephone number, address or birth date as your password. You authorize Nicholas Financial, Inc. to act on instructions received under your password. You agree that you are responsible for keeping your password, account number(s) and other account data confidential at all times.

### **B. Our Liability**

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that Nicholas Financial, Inc. is not responsible for any loss, property damage or bodily injury, whether caused by

Nicholas Financial, Inc., equipment, software, or any agent or subcontractor of Nicholas Financial, Inc. Nicholas Financial, Inc. shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way from the installation, use or maintenance of the equipment, software or Internet browser or access software.

### **C. Changes to Fees or Other Terms**

We reserve the right to change any term or condition described in this Agreement at any time. If a change would result in increased fees or charges, increased liability for you, fewer types of available electronic funds transfers, or stricter limitation on the frequency or dollar amounts of payments, we will mail to the address shown on our records or deliver to you electronically written notice of such change(s) at least twenty-one (21) days before the effective change(s) in any such terms or conditions, unless prior notice is excused by law or an immediate change is necessary to maintain security of our system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with written or electronic notice no more than thirty (30) days after making the change permanent. If you maintain your Online Services after the effective date of the change, then you are indicating your agreement with accepting the change. Changes to fees applicable to specific loan accounts are governed by the applicable Loan Documents. You agree that we may deliver via electronic communication any future notices and information as may be required by law or regulation to be provided to you pertaining to the Online Services (collectively, "Notices"). We may deliver future Notices electronically by posting such Notices or a link to such Notices on our website or by sending such Notices to the email address that you have provided to us. You agree to promptly notify us of any change in your email address. See Section 10. E-Sign Disclosure and Consent, below.

### **D. Disclosure of Account Information**

You authorize Nicholas Financial, Inc. to disclose to selected third parties information about your account or the transactions you make in accordance with the Nicholas Financial, Inc. Privacy Policy, a copy of which you received upon opening your account with Nicholas Financial, Inc.. The Nicholas Financial, Inc. Privacy Policy can be accessed on our web site at [www.NicholasFinancial.com](http://www.NicholasFinancial.com).

### **E. Other General Terms**

In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Loan Documents, the rules and regulations of any funds transfer system in which Nicholas Financial, Inc. participates, and all applicable State and Federal laws and regulations. Nicholas Financial, Inc. reserves the right to terminate this Agreement and your access to Online Services in whole or in part, at any time without prior notice. You agree to be responsible for any telephone/DSL/Internet charges incurred for accessing your accounts through Online Services.

## **8. Other Information**

### **A. Balance Inquiries and Payments**

You may use Online Services to check the balance of your loan accounts and to make payments to your loan accounts selected for Online Services. In order to initiate one of these transactions, you must first use your password to obtain access to the Online Services service. The balance shown on your computer may include payments still subject to verification by us. The balance shown also may differ from your records because it may not include payments in progress. Payment requests may be made 24 hours per day.

### **B. Statements**

All of your payments made through the Online Services service, by mail, or by other means will appear on your monthly loan account statement(s).

## C. Equipment

We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem, or telephone line. We are not responsible for any services relating to your computer other than those specified in this Agreement. If any equipment failure occurs in any way relating to your computer, modem, or telephone line, Nicholas Financial, Inc. is not responsible.

## D. Business Days/Hours of Operation

Our business hours are 8:30 a.m. to 5:30 p.m. EST Monday through Friday and 9:00 a.m. to Noon EST on Saturday except legal holidays. Unless otherwise stated in this Agreement, we may treat any payment made by you to your loan account via the Internet or any notice from you via email, that is received on a legal holiday or on a Saturday or Sunday or after 5:00 p.m. on a business day as if we had received it on or after 8:00 a.m. the following business day. All references to time in this document are Eastern Standard Time (EST). The Online Services service is available 24 hours a day, seven days a week, except during maintenance periods for scheduling, modification, or for review of funds transfers and balance inquiries.

## 9. Error Resolution Notice

**In case of error or questions about your electronic transactions, please telephone us at 727-726-0763 or write to: Nicholas Financial, Inc., 2454 McMullen Booth Rd, N., Building C, Clearwater, FL 33759.** You may also email us at [customerservice@nicfn.com](mailto:customerservice@nicfn.com) - be sure to include your email address in the message. Contact us as soon as you can, if you think your statement contains an error or if you need more information about a payment listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account as described above. We will inform you of the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that support our investigation.

## 10. E-Sign Disclosure and Consent

Please read this E-Sign Disclosure and Consent carefully and keep a copy for your records.

This E-Sign Disclosure and Consent ("Disclosure"), applies to all Communications (as defined below) for those loan accounts, products and services offered or accessible through the Nicholas Financial, Inc. Online Services online service ("Online Services") that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. **Please Note:** Consenting to receive Communications under this Disclosure will not automatically enroll you to receive monthly Account E-Statements.

The words "we," "us," "our," "Nicholas Financial," and "Nicholas Financial, Inc." refer to Nicholas Financial, Inc., and the words "you", "your" and "yours" means each person in whose name the Account with Nicholas Financial, Inc. is maintained. "Account" means the loan account(s) you have with us. "Communication" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, monthly Account statements, privacy policies and all other information related to your Account, product or service, including but not limited to information that we are required by law to provide to you in writing.

The following disclosure is required by the federal Electronic Signatures in Global and National Commerce Act ("E-Sign"). These disclosures are required to sign up for Online Services and to request to receive agreements, disclosures, notices, monthly Account statements, or other information related to your Account in an electronic format. By clicking the "I Agree" box at the end of this disclosure you consent to the E-Sign disclosures.

### **What Communications are to be Provided to You in Electronic Format**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account or the products or services available through Online Services for your Account
- Periodic disclosures and monthly statements for your Account, or such other Communications that we may include from time to time as part of the enrollment in the E-Statements program, if you sign up to receive monthly Account E-Statements.
- Your consent to receive electronic communications does not automatically enroll you in E-Statements. You must complete a separate enrollment to stop receiving paper account statements by U.S. Mail.
- Privacy policies and notices

### **How We Will Provide Communications to You in Electronic Format**

All Communications that we provide to you in electronic form will be provided either: (1) via email; (2) by access to a website that we will designate in an email notice we send to you at the time the information is available; (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; or (4) by requesting you to download a PDF file containing the Communication. For certain federally mandated disclosures or revised disclosures that are made available only through the Nicholas Financial, Inc. Online Services website, you will be sent a notice to your email address when the disclosures are posted to the website. The notice will provide the address of the Internet website or other location where the disclosure or revised disclosure has been made available. Disclosures, notices, and monthly Account statements will be made available on the Nicholas Financial, Inc. Online Services website for at least 90 days after you are notified of their availability.

### **How to Withdraw Your Consent**

To withdraw your consent to receive Communications in electronic format, you may contact us in any of the ways described in the next paragraph. At our sole option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the Online Services service may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

## **You Must Update Your Records**

It is your responsibility to provide us with accurate and complete email address, contact and other information related to this disclosure and your Account, and to maintain and promptly update any changes in this information. You may update such information on our Online Services website using the Customer Options menu option, by sending an email to [customerservice@nicfn.com](mailto:customerservice@nicfn.com) or by contacting the Nicholas Financial, Inc. Corporate Offices at 727-726-0763.

## **System Requirements to Access Online Services**

To be able to access, view, and retain electronic Communications that we make available to you, you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet.
- An Internet web browser that is capable of supporting 128-bit SSL encrypted communications, with cookies and java script enabled, such as Google Chrome, Microsoft Internet Explorer version 11 or higher, Mozilla Firefox, or Apple Safari.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader version 8.0 or higher. To verify that your system/device has the necessary software to permit you to receive and access PDF files A copy of this E-Sign Agreement is available by choosing the print option just below the Agreement displayed.
- An email account with an Internet service provider and email software to permit you to participate in the Online Services electronic Communications program.
- To retain a copy of electronic account information your device must have the ability to print, download and store PDF files.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

You will be notified if there are any significant changes in system requirements in order to confirm that you still meet the minimum system requirements to access Online Services and to receive Communications in an electronic format.

## **Requesting Paper Delivery of Disclosures and Notices**

We will not send you a paper copy of any Communication which is available electronically from us, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To receive a paper copy at no charge, please request it in one of the following ways:

- Send an email message with your name and mailing address to [customerservice@nicfn.com](mailto:customerservice@nicfn.com).
- Call the Nicholas Financial, Inc. Corporate Offices at 727-726-0763
- Send a letter to: 2454 McMullen Booth Rd, N., Building C, Clearwater, FL 33759.  
Attention: Customer Service

Be sure to request the specific Communication you want in a paper format.

## **No Fees for Electronic Communications**

There is no charge for electronic delivery of the Communications.

### **Communications in Writing**

All Communication in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal E-Sign Act, and that you and we both intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Termination/Changes**

We reserve the right, in our sole discretion, to discontinue providing you electronic Communications, or to terminate or amend the terms and conditions on which we provide electronic Communications to you. We will provide you with notice of any such termination or change as required by law.

### **E-Sign Disclosure and Consent**

By clicking the "I have reviewed and agree to the terms and conditions contained in the Consumer Internet Agreement." box below you agree that: You can access and read this Disclosure exclusively through electronic means;

- You can print on paper the Disclosure, or save, or send the Disclosure to a place where it may be printed for future reference and access; and
- Until or unless you notify Nicholas Financial, Inc. as described above, you consent to receive all Communications related to your Account in an electronic format, including E-Statements.