

# Online Payment Service Agreement

## General Terms and Conditions Applying to Online Payment Service

To obtain access to online payment services, you must first indicate your consent to all the terms and conditions of this Online Payment Service Agreement. You may indicate your consent electronically by following the on-screen directions, which may refer to this Agreement as the "Terms and Conditions of this site". We recommend that you download or print this Agreement and keep a copy for future reference.

### Definitions

The following definitions apply in this Agreement:

"Account" means your active equipment lease or loan account with Creditor that are eligible for the Service. Accounts that are not eligible for the Service may include accounts in delinquent, collections or foreclosure status.

"Account Agreement" means the equipment lease agreement, schedule to master lease agreement, promissory note, equipment finance agreement, installment payment agreement, promissory note, repayment agreements between you and Creditor governing your Account.

"ACH" means Automated Clearing House, an electronic fund transfer network.

"Affiliate" means any company owned directly or indirectly by TCF National Bank or TCF Financial Corporation.

"Agreement" means this Online Account Payment Service Agreement.

"Alerts and Reminders" means alerts and personal reminder messages as described in the section called "Alerts and Reminders."

"Business Day" means every day except Saturday, Sunday and federal holidays.

"Communications" means any account statements, disclosures, notices, messages, records, change in terms notices, tax notices, Alerts and Reminders, and other information that we may provide or make available to you concerning your Account or the Service.

"Creditor" means the party with whom you have the Account and its successors or assigns.

“Funding Account” means the bank account you provide to us to originate an ACH debit transaction to make a payment to your Account.

“Password” means the combination of letters, numbers, and special characters you select to access the Service.

“Service” means the online payment service you can use to schedule and make payments.

“Technology Provider” means a third-party provider of content or technology services necessary to operate the Service.

"TCF National Bank" or "TCF" mean the originator of the ACH debit transaction.

“TCF-Related Parties” means: (1) TCF; (2) TCF's employees, officers and directors; (3) TCF's affiliates; (4) TCF's agents, licensors, independent contractors and subcontractors; and (5) third-party service providers that the TCF-Related Parties use.

“Username” means the name you select to log on to the Service.

“You” and “Your” mean the obligor for each Account enrolled for the Service or any person to which an obligor provides account information for completing a payment on the obligor's behalf.

#### Agreement for the Service

This Agreement governs your use of the Service. By enrolling your Account in the Service or using the Service, you confirm that you accept the terms of this Agreement. The Service is solely for your convenience. You may not redistribute or resell it, or use it to process transactions for third parties. The Service is not real time. Your Account Agreement also governs your use of the Service and is not changed by this Agreement. If there is any conflict between this Agreement and your Account Agreement, your Account Agreement controls.

#### Changes to this Agreement or the Service

Creditor may change this Agreement or the Service from time to time by: (1) adding new terms, conditions, services, charges, or fees; (2) modifying or discontinuing existing terms, conditions, services, charges, or fees; (3) changing the kinds of accounts that are eligible for the Service; (4) changing the limits on payment transactions using the Service; (5) changing the hardware and software requirements necessary to access the Service; and (6) changing the security requirements necessary to access the Service. All changes to this Agreement or the Service take effect immediately when posted on the on-line payment site, unless the notice states otherwise.

Notice of any change will be within the time any applicable laws require. By using the Service after the effective date of any change, you confirm your agreement to the change.

#### Fees

No fee is charged by Creditor to use the Services. However, if your payment is declined or returned unpaid, you may be charged a nonsufficient funds fee or if your payment is late, you may be charged a late fee. Your internet service provider or wireless service provider may charge you fees or other costs for receiving Communications on, and accessing the Service from, your computer or mobile device. You are solely responsible for all such fees and costs. You are responsible for the setup, maintenance and expenses associated with your computer or mobile device.

#### Contacting Creditor

If you have questions or problems with the Service, you may contact Creditor's Customer Service Department at the telephone number, e-mail address or mailing address shown below.

Telephone Number: 952-656-3240

E-mail address: info@financediv.com

#### Mailing address

Attention: Customer Service

PO Box 4130

Hopkins, MN 55343-0498

#### Consent to Electronic Delivery of Communications and E-Sign Disclosures

By consenting to the terms of this Agreement, you agree that Creditor may, at its option, provide Communications to you in electronic form or otherwise make them available to you in electronic form. Creditor may do so by: (1) sending the Communication to the email address you provide; or (2) sending you an email or automated (SMS) text message to the cellular telephone number you provide. Your internet service provider or wireless service provider (such as your cellular telephone carrier) may charge you fees or other costs for sending or receiving Communications by email. You agree that you are responsible for all such fees and costs. Any Communications Creditor sends you, or you send it, may not be encrypted. The Communications may include your name and other information pertaining to your Account.

In agreeing that Creditor may provide Communications to you in electronic form or make them available to you in electronic form, you are also agreeing that Creditor is not required to provide you with a paper version of the Communication unless you ask us for a paper copy, described below in the section called "How to Request Paper

Copies.” You agree that a Communication is considered “given” to you and received by you on the date it is posted, made available, or sent to you as provided in this Agreement.

#### Applicability of this Consent

Your consent in this section called “Consent to Electronic Delivery of Communications and E-Sign Disclosures” applies to: (1) your use of the Service; and (2) any other Communications relating to your Account that you ask or agree to receive electronically.

#### Your Consent to Electronic Delivery of Communications

You agree that all Communications covered by this section called “Consent to Electronic Delivery of Communications and E-Sign Disclosures” will be provided to you or made available to you in electronic form. Your consent is effective until you withdraw it. After viewing a communication, you will be able to download and/or print it for your records. By consenting to the terms of this Agreement, including this section, you agree that one of the ways Creditor may provide Communications to you is by email. In so doing, you agree that Creditor may, but is not required to, send all email Communications to you at the most recent email address that you have provided and that Creditor maintains in its records.

#### How to Withdraw Your Consent for Electronic Delivery

After you have indicated your consent that Creditor may provide Communications to you in electronic form or make them available to you in electronic form, you have the right to withdraw your consent at any time without cost to you. Withdrawal of your consent will have no legal impact on the effectiveness, validity, or enforceability of any Communications that were provided or made available to you in electronic form before the effective date of your withdrawal. If you wish to withdraw your consent, you must contact Creditor.

#### How to Update Your Contact Information

You agree that you will notify Creditor of any changes in your email address. You may change your email address by changing your profile within the Service. You may also notify Creditor of any such changes by contacting us.

#### How to Request Paper Copies

You may ask Creditor to mail you a paper copy of any Communication provided or made available to you in electronic form, and Creditor will provide the paper copy. To request a paper copy of any Communication, contact Creditor. Creditor may charge a fee for a paper copy. Please refer to your Account Agreement for more information.

### How to Contact Creditor

You may contact Creditor at the telephone number, email address or mailing address shown in the section called “Contacting Creditor.”

### Software Requirements

In order to access and retain Communications provided or made available to you in electronic form, you must have the ability to operate the most recent version of Windows 7, Windows 8, Windows 10 or MAC OS. Additionally, your operating system must support Microsoft Internet Explorer (Windows only) version 8.0 or higher, Mozilla Firefox version 35 or higher, Safari version 5.0 or higher or Google Chrome version 39.0 or higher. JavaScript may be required for functions to operate optimally. By consenting, you confirm that you have the ability to view Communications electronically and that the device you intend to use for the Service meets the requirements described in this Agreement. You confirm that you have the ability to view your account disclosures electronically, including, but not limited to, in Portable Document Format (“PDF”). For maximum security and optimal function, always use the latest version of software. Beta versions of browsers and operating systems are not recommended or supported.

### Future Changes in Hardware or Software

If a change in hardware or software requirements is needed for you to access and retain Communications provided or made available to you in electronic form, Creditor will notify you of the revised requirements for access or retention. At that time, you will have the right to withdraw your consent. If you withdraw your consent, Creditor will no longer provide the Communications in electronic form or make them available in electronic form. See the section called “How to Withdraw Your Consent for Electronic Delivery” for a description of the consequences if you withdraw your consent.

### Payments

To access the Service, you must have an Account and enroll in the Service, including selection of a Username and Password. You must use your Username and Password to access the Service. You must also comply with any other security procedures that Creditor may establish. These additional security procedures may require special hardware, software or third-party services. They may also include the activation of certain Internet browser software features, plug-ins, or add-ons. If your Account has more than one obligor, any obligor may access the Service using the contact information of the primary borrower.

Creditor makes every effort to ensure that your use of the Service reflects current payments and minimum amount due. There are some rare instances, however, where the information available through the Service may be delayed or different from the information that is available by contacting Customer Service. The Service cannot be used to estimate payoff amounts for your Account. You must contact Customer Service directly to obtain a timely

and accurate payoff amount. You agree that neither Creditor nor TCF-Related Parties will be liable for any errors or delays in the content provided through the Service, or for any actions taken in reliance thereon.

To use the Service, you must designate the Funding Account. If you close the Funding Account, you must designate a new Funding Account.

#### Accurate Information

You are responsible for entering information correctly to schedule a payment, including but not limited to the Funding Account, payment amount, and payment date. Neither Creditor nor TCF is liable for your errors or negligent use of the Services. Creditor will not be responsible for or cover losses if you provide it with incorrect data or incorrectly enter information in your use of the Service.

#### Types of Payments

You may establish a one-time or recurring payment to your Account.

#### Payment Posting

Your payment will be credited to your Account on the scheduled payment date provided that payments are scheduled prior to 2:00 PM Eastern Time and funds are available in the Funding Account. TCF will initiate debits and withdrawals from the Funding Account on or after the scheduled payment date. If the scheduled payment date you select falls on a weekend or bank holiday, TCF may initiate the payment on the next Business Day. It is your responsibility to establish your payments so that your payment will be received on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to make timely payments.

#### Payment Allocation

Creditor will apply any amount you pay to your Account according to the terms of your Account Agreement.

#### Transaction Limits

Creditor reserves the right to limit the frequency and dollar amount of any and all payments for security reasons. Creditor limits the amount of each payment you can make to the amount of your periodic payment and you can only make payments through the Service if your regular periodic payment on an Account is \$250,000 or less. Creditor may change these limits from time to time in its sole discretion.

#### Authorization

You represent and warrant that (i) the Funding Account is maintained primarily for commercial purposes and not personal, family or household purposes; (ii) you have full transactional authority to initiate debits and withdrawals from the Funding Account; and (iii) the Funding Account has no restrictions limiting such authority (i.e., a fiduciary

account where you are the agent or trustee, an account blocked by a court order, an account that is subject of a garnishment order). You agree to indemnify and hold Creditor and TCF-Related Parties harmless (including the payment of reasonable attorney's fees) from any and all liability to third parties related to the stated authority of your Funding Account or any actions taken by Creditor or TCF pursuant to your payment instructions.

When you have entered and transmitted a payment instruction, you authorize Creditor to initiate debit entries and credit entries to the Funding Account in accordance with this Agreement. Payments will be made using the automated clearing house ("ACH") funds transfer system and will be made in accordance with this Agreement, the ACH Rules and other applicable law in effect from time to time. You are responsible for correctly entering the amount you wish to pay. If there are insufficient funds in the Funding Account to make the payment you have authorized, the financial institution that holds the Funding Account may either refuse to make the payment or may make the payment and overdraw the Funding Account. In either event, you are responsible for any non-sufficient funds or overdraft charges that your financial institution may impose. If a debit entry is returned for any reason, including insufficient funds, Creditor may, but is not required to, attempt the debit entry up to two more times. Creditor reserves the right to refuse to honor payment instructions that reasonably appear to be fraudulent or erroneous.

You authorize Creditor to withdraw or debit the funds from your Funding Account in order to complete all of your requested payment instructions that Creditor receives under your Username and Password. You will not be able to use the Service to pay any third-party payees. You may not use the Service to make payments from credit accounts.

#### Returned, Rejected or Declined Payments

Creditor is not responsible if it cannot process a payment because the ACH debit is rejected or returned unpaid by the financial institution where your Funding Account is located. Creditor is not responsible if you are unable to complete the payment for any other reason. Creditor may use affiliated or nonaffiliated third parties to process payments.

Creditor will notify you electronically or by mail if it is unable to complete the payment transaction because there are insufficient funds in your Funding Account.

At Creditor's discretion, it may complete the payment instructions and credit your Account prior to successfully debiting your Funding Account. If Creditor completes such a credit transaction and is not able to complete the debit transaction for any reason, including when there are insufficient funds in your Funding Account, You agree that:

- You will pay Creditor non-sufficient fund fees for each debit return;
- If your Account Agreement so provides, you will pay Creditor a late payment fee if you don't make the minimum payment prior to the due date; and

•Creditor may suspend or terminate your access to the Services after multiple returned payments (see the section called "Termination of Services").

#### Changes to Payments

You may cancel or edit your scheduled payments through the Service or by calling Creditor. There is no charge for canceling or editing your payment date or amount. You may only cancel or edit your payment instruction before Creditor begins processing your payment. Once Creditor has begun processing a payment, it cannot be cancelled or edited. You must make any such change no later than 2:00 PM Eastern Time one Business Day before the date the payment is scheduled to take place.

#### Alerts and Reminders

Alerts and Reminders may be available through the Service and allow you to request and receive messages about your Account. By enrolling for Alerts and Reminders, you agree to receive Alerts and Reminders through email messages. Although Alerts and Reminders are designed to give you notice of specific events, Creditor does not guarantee immediate notice. Errors, interruptions, delays or failures in the delivery, or your receipt of Alerts and Reminders can happen for a variety of reasons. These reasons may include technical difficulties experienced by Creditor, your internet service provider, wireless service provider, or others. If you use or rely on the Alerts and Reminders, you do so at your own risk. Creditor does not guarantee that the Alerts and Reminders will be: (1) timely; (2) accurate; (3) reliable; or (4) complete. Creditor does not guarantee that information contained in the Alerts and Reminders will not be intercepted by an unauthorized person.

#### Availability of Services

The Service is generally available 24 hours a day, seven days a week. However, the Service may not be available at certain times because of: (1) system maintenance and downtime; (2) circumstances beyond Creditor's control; or (3) other reasons. Creditor may temporarily change, suspend, or terminate your access to the Service at any time without notifying you beforehand. You are responsible for the setup and maintenance of your own equipment.

Although the Communications are designed to give you timely notice of specific events, Creditor does not guarantee immediate notice. Errors, interruptions, delays or failures in Creditor's delivery or your receipt of Communications happen for a variety of reasons. These reasons may include technical difficulties experienced by Creditor, your wireless service provider, or others.

#### Communications on Your Phone or Mobile Device

Except as stated below, you agree that Creditor may contact you in connection with your Account and for other purposes on your present or future: (1) residential or business landline telephone; (2) personal or business wireless telephone; or (3) other wireless device. Creditor may contact you by placing voice telephone calls or by



sending email or automated (SMS) text messages to your wireless telephone or other wireless device. You agree that Creditor may use an automatic telephone dialing system or an artificial or prerecorded voice to make these telephone calls or send these messages to the telephone number(s) you have provided to Creditor. Your agreement in this section also extends to third parties that may initiate calls or send messages on Creditor's behalf, including our Technology Providers, third-party service providers, companies with which Creditor has joint marketing agreements, and any party to whom Creditor sells your Account.

However, without your prior express written permission, Creditor will not: (1) initiate telephone calls or send text messages to your wireless telephone using an automatic telephone dialing system or an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing; or (2) initiate telephone calls to your residential landline telephone using an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing. You may, at any time, revoke your permission to allow Creditor to: (1) initiate telephone calls or send text messages using an automatic telephone dialing system or an artificial or prerecorded voice to your wireless telephone; (2) initiate telephone calls using an artificial or prerecorded voice to your residential landline telephone that include or introduce an advertisement or constitute telemarketing; (3) initiate telemarketing calls to you at any phone number; or (4) send email that is primarily for advertising or promotional purposes to your wireless phone or wireless device. To revoke your permission, or to be placed on our do-not-call list for telemarketing purposes, please contact Creditor (see "Contacting Creditor").

You will be responsible for any charges you incur for these calls and messages and understand that they may deplete any free or prepaid minutes.

### Online Security

#### Protecting Your Password and Account Information

You agree to use reasonable care in handling, safeguarding, and storing: (1) your Username and Password; (2) your Account information; and (3) any handheld or mobile device you use to access the Service. You should not give your Password to anyone. This includes other companies or service providers. If you give your Password to someone else, you are giving that person permission to access Account information and make payments. For security reasons, Creditor recommends that you memorize your Password and do not write it down. You should change it frequently. Anyone who has your Password may be able to access your Account and make payments.

You agree that you will immediately call or write to Creditor at the telephone number or address shown in the section called "Contacting Creditor" if: (1) your Password is lost, may no longer be secret, or has been compromised in any way; (2) you have given your Password to someone else and that person no longer has your permission to use the Service; (3) your handheld or mobile device is lost or stolen; (4) your email or device contact information changes; or (5) you become aware that the Service is used fraudulently. Contacting Creditor

by telephone is the best way to resolve your issue. You agree to cooperate with Creditor in any investigation and to take any fraud prevention actions that Creditor asks you to take.

Except when the law or this Agreement provides otherwise, Creditor is not liable for your errors or negligent use of the Service, and Creditor will not be responsible for or cover losses due to:

- Misuse of the Service;
- Input errors;
- Unauthorized access to your Account resulting from your negligence (carelessness). Examples of this include sharing your Password, writing it down, storing it in your handheld or mobile device, or entering it in a way that allows others to see it;
- Leaving your computer or handheld or mobile device unattended while using the Service;
- Failure to report unauthorized Account access promptly;
- Viruses, opening emails or attachments, or sharing drives (there are many virus protection/firewall programs available commercially to help you reduce, but not eliminate, these risks); or
- Unauthorized interception of, or access to, the Communications.

Your full Funding Account number will not be included in any Communications from Creditor, unless required by law. However, Communications may contain your Account number, your name and information about your Account, including information concerning your Account balance and transactions. Anyone with access to your email or devices may also be able to access Communications or the Service. It is your responsibility to safeguard these devices and protect your Password. You are responsible for notifying Creditor of any changes to your email to which Communications are sent.

#### Security of Information

You assume all risk that any Communications you receive using a wireless connection or store in your computer or handheld or mobile device may be accessed by unauthorized third parties. Any Communications you send Creditor, or Creditor sends you, may not be encrypted. They may include your name and other information pertaining to your Account.

You authorize Creditor to monitor and record your calls to Creditor concerning your Account or the Service. Creditor has the right to intercept and disclose any messages if it believes it is necessary to protect Creditor's rights or property, or to protect others from injury or damage. Creditor reserves the right to take any appropriate action if it becomes aware of any use of the Service that Creditor believes violates any law, this Agreement, or is otherwise wrongful.

### Use of Passwords

Creditor may act on any instructions it receives under your Password. You are bound by those instructions, regardless of whether you have authorized the instructions.

### TCFEF's Online Privacy and Security Policy

For more information on our online privacy and security policies, contact Creditor. (See "Contacting Creditor ")

### Additional Terms and Conditions

You may not use the Service for any illegal purposes. You will comply with all regulations, policies and procedures of networks through which you access and use the Service.

### Termination of the Service

Creditor may terminate or suspend your use of the Service. If Creditor terminates or suspends your use of the Service, Creditor reserves the right to make no further payments from the Funding Account, including any transactions you have previously authorized. You agree that if either party terminates the Service, all pending payments are cancelled and you will be responsible for paying your Account by another accepted payment method.

Creditor has the right to end or temporarily stop any or all of the Service at any time and for any reason. Creditor may do so without notifying you beforehand. However, Creditor's intention is to notify you before or promptly after ending the Service. You may cancel the Service by notifying Creditor in writing at the address shown in the section called "Contacting Creditor." Your written notice is effective when received by Creditor. If you cancel the Service, you authorize Creditor to complete any in process payments you have previously authorized. Once Creditor has acted upon your cancellation notice, Creditor will make no further payments from your Funding Account, including any payments you have previously authorized. You may also cancel any payments by deleting them online.

The terms of this Agreement will survive (continue in full force and effect) if the Service is terminated.

### Disclaimer of Warranties and Limits of Liability

The Service is provided to you "as-is." Creditor therefore makes no warranties of any kind with respect to the Service. This includes both express warranties and implied warranties. Implied warranties include implied warranties of merchantability and fitness for a particular purpose. A "warranty" is a guarantee that the Service will meet certain standards.

Creditor does not warrant that the Service will be uninterrupted or error free or that defects will be corrected. Creditor also does not warrant that the Service is free of viruses or other harmful components. Creditor does not warrant the timeliness, accuracy, reliability or completeness of the Service or Communications.

Without limitation, Creditor will not be liable to you for any loss, claim, injury, or damage in connection with: (1) this Agreement; (2) your use of the Service or inability to use the Service; (3) any problems with the Communications between you and Creditor; (4) any unauthorized interception of the Communications between you and Creditor; (5) any computer virus; or (6) the actions or inactions of the Technology Providers, TCF or other third parties. This limitation on the Creditor's liability applies, even if it is aware of the possibility that any events described in (1) through (6) could occur.

In no event will the Creditor be liable to you for any: (1) incidental damages; (2) consequential damages; (3) special damages; (4) indirect damages; or (5) punitive damages. This limitation of liability applies, whether you base an action against the Creditor on: (a) the contract; (b) a warranty; (c) a tort (such as claim of negligence, recklessness, or intentional act); or (d) any other theory. This limitation of liability applies even if Creditor knows about the possibility of such damages.

The laws of some states may prohibit the limitation of liability for consequential damages, or incidental damages, or other kinds of damages. In those states, to the extent their laws apply, the limitation of liability with respect to consequential damages, or incidental damages (or other damages specified by law in such states), may not apply.

Creditor does not have to honor, in whole or in part, any transaction that: (1) does not comply with the terms and conditions of this Agreement or your Account Agreement; (2) Creditor has reason to believe may not be authorized by you or any person you have authorized to use the Service; (3) Creditor believes would violate any guidelines or advice of the Federal Reserve Board, the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau; (4) Creditor believes would violate any applicable laws; (5) does not comply with any other requirement of Creditor's policies, procedures, or practices; or (6) Creditor has other reasonable cause not to honor.

In no event will Creditor be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond Creditor's control. This includes power outages, computer viruses, system failures, fire, flood, earthquakes, or extreme weather.

#### Indemnification

You agree to indemnify, defend, and hold Creditor harmless from any and all third-party claims arising from, or out of: (1) your use of the Service; (2) any fraud or breach by you of the terms of this Agreement; or (3) your failure to

comply with any applicable laws or regulations. In this section, "claims" include claims, losses, injuries, damages, costs (including reasonable attorney fees), or other liabilities.

#### No Waiver

This Agreement gives Creditor certain rights and requires Creditor to do certain things. If Creditor does not take advantage of all of its rights all the time, Creditor does not give up (waive) any of those rights. No waiver of Creditor's rights under this Agreement is enforceable against it unless it is in writing and signed by Creditor.

#### Severability

This Agreement and the other terms of your Account Agreement comprise the entire agreement between you and Creditor concerning the Service and they replace all previous and contemporaneous agreements between you and Creditor concerning the Service. Each of the terms and conditions in this Agreement stand alone. Except where this Agreement states otherwise, any term or condition that is unenforceable or invalid does not affect the enforceability or validity of the other terms and conditions of this Agreement.

#### Captions and Headings

Captions, headings and subheadings used in this Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of this Agreement.

#### Governing Law

All disputes relating to this Agreement will be governed by the laws of the State of Minnesota (without regard to conflict of law rules).