MERCHANT PARTNER PROCEDURES

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Welcome to Uown Leasing

Welcome to Uown Leasing! Uown Leasing strives to provide modern financial solutions to retail customers through its unique technology and simple and streamlined application flow. Our Merchant Partner Procedures ("Procedures") will provide you with all the information you need to successfully launch and integrate the Uown program into your retail stores. Uown Leasing is committed to the Lease-to-Own industry and is dedicated to the success of our customers and Merchant Partners. We hope you will find this guide useful in explaining our company and the program benefits available to you. Customer service and customer experience are important to you and to us, and we want to ensure every customer's satisfaction. With that in mind, Uown developed these Procedures.

You should also make sure you have reviewed and understand your Merchant Agreement with Uown Leasing. In case of a conflict between the Procedures and the Agreement, the Agreement controls unless otherwise specified herein or as otherwise required by law. The Merchant Partner is responsible for ensuring that any and all vendors or subcontractors used in the provision of merchandise to Uown understand and comply with these Procedures. All existing employees, and any new employees of your company, who transact with our program need to read, understand, and act accordingly with these guidelines and procedures.

Uown may update these Procedures from time to time. When we updated these Procedures, Uown will send you a courtesy email regarding important changes to the Procedures.

Uown may from time-to-time assess whether the Merchant Partner's is observing and how you are implementing these Procedures. Uown reserves the right to review Merchant Partner operations without notice to Merchant Partner. Merchant Partner may be provided with notice of the results, which may require Merchant Partner's immediate attention and/or corrective action. Failure of Merchant Partner to follow these Procedures may result in termination of the Merchant Partner's relationship with Uown. If there are any questions or concerns regarding these Procedures, please call your Merchant Support Specialist at 877-544-4814 or contact your Sales Representative.

Why it Matters

Uown Leasing is different from traditional financing options. As a result, it is important that merchants and potential customers appropriately understand the Uown product to avoid Customer confusion or misunderstanding. Uown should not be presented as, or commingled with, finance, financing, or other credit options.

Uown offers a lease-purchase option (LTO) to eligible customers. In an LTO transaction, Uown purchases the desired property from the participating merchant, and leases that property to the customer. Uown owns the property. There is no obligation on the part of the customer to purchase the property from Uown, or to retain possession of the property. In fact, the customer can return it to Uown at any time without penalty.

Generally, different laws and regulations apply to an LTO transaction than those that apply to a traditional financial product such as a loan or credit card. Those different laws explain what LTO is and explain how LTO can be described in marketing and advertising. LTO is, by definition, not "credit", a "credit sale," or an "extension of credit." Therefore, those words, and others associated with traditional financing options, should never be used to describe Uown Leasing's product.

The Right and Wrong Way

Do's	***Don'ts***
No Credit Needed	No Credit Check
Lease / Lease Purchase	Loan / Finance / Credit
Cost of Leasing, rental of lease rate	Interest rate / Interest
Renewal Payment	Required Payment
Early Purchase	Payoff / Repayment
Flexible Payments	Payment Plan
Tax Deferred	Tax Free

Customer Experience and Lease

Uown and the Merchant Partner must provide clear and accurate information to customers at all times. The Customer must review all disclosures and must also initial and sign the Lease.

The Lease is the contract between Uown and the Customer which describes the merchandise the Customer is leasing and outlines the rights and responsibilities of both Uown and the Customer. “Customer” means a person who has applied for a Lease with Uown. Once the Customer is approved and the Customer has signed the Lease, Uown will purchase the merchandise from the Merchant Partner and simultaneously lease this merchandise to the Customer. The Merchant Partner should not charge Uown any amount over the lowest price that it offers the same merchandise to any other customer.

LEASE COPIES

If requested by the Customer, the Merchant Partner will provide the Customer a printed copy of the proposed Lease agreement. The Customer may leave the premises with the printed copy of the proposed Lease. If, due to technical or other unforeseen circumstances, a Customer cannot be provided with a copy of the proposed Lease after a request has been made, the Merchant Partner must stop the Lease execution process and contact Uown.

The Merchant Partner will not make copies or otherwise duplicate any lease or lease application, whether in electronic or hard copy format), aside from the printed copy mentioned above.

After the Lease has been executed, Uown will send each Customer a copy of the Lease via email (or other method as required by applicable state law).

CUSTOMER QUESTIONS

The Merchant Partner will refer all Customer inquiries to Uown at 1-877-353-8696. The Merchant Partner will direct the Customer to Uown for all Lease payments.

THE UOWN PROGRAM – TERMS & REQUIRED INFORMATION

Uown provides lease-to-own, rent-to-own, or rental purchase agreements to Customers in 46 states[1]. Uown purchases the merchandise from the Merchant Partner and rents or leases the merchandise to the Customer. Typically, a Uown lease has a 13 month term to ownership. Customers will not own the merchandise until they have paid the lease in full or exercised an early purchase option, as described below.

A Uown Lease is not credit. Uown is not a finance company and our Lease products are not “financing.” Additionally, Uown programs are not “loans,” nor is the cost of leasing the same as “interest.” The Merchant Partner should not use the term “interest” relative to Uown’s Lease. Do not refer to Uown as a creditor, finance company, or lender.

The Merchant Partner should explain to the Customer that:

1. Cost of Leasing Services: there is a cost of leasing services in addition to the cash price of the merchandise and that acquiring ownership through the Lease may cost more than twice the Merchant Partner’s price.
2. Ownership is optional: at any time, if the Customer no longer wishes to rent or lease the merchandise, they can return the merchandise to Uown without penalty.

It is important that Customers are provided with full and complete information about Uown and the Lease. Accuracy in conveying such information is very important, and mistakes or errors in explaining Uown’s programs may prove harmful. If the Merchant Partner has any questions or concerns about Uown or the Lease, they should contact your Merchant Support Specialist at 877-544-4814 or contact their Sales Representative.

The Merchant Partner may assist the Customer in completing the application accurately or the Customer may enter the information without help. Under no circumstances may a Merchant Partner agree to any disclosures or initial or sign a Lease on a Customer’s behalf, even at the Customer’s request.

[1] From time to time Uown may increase or decrease the number of states in which they offer Leases. For a current list of available states, please contact Uown at 1-877-353-8696.

Only the Customer's information, including the telephone and email contact information, should be entered into the application. The Merchant Partner must not enter its or any other information other than the Customer's in application fields, including those requesting the Customer's email address or phone number. Under no circumstances should the Merchant Partner submit a personal or business email on behalf of the Customer. We use the Customer's email to send important information about their lease, including the Lease Agreement, payment schedule, etc. This information is required for Uown and the Customer to fulfill their obligations to one another. Merchant information in these fields will result in a chargeback of the full price of the merchandise.

Regardless of whether the Merchant Partner assists the Customer with the application, the Customer, not the Merchant Partner, must review the Lease agreement and click/type through the entire signing session (all screens after a description of the merchandise is entered). It is imperative that the Customer reads and understands all terms and conditions prior to execution.

CUSTOMER EARLY PURCHASE OPTIONS

In addition to acquiring ownership by making all scheduled payments, a Customer may exercise an early purchase options as described in their Lease. Subject to certain state's laws, Uown can make one or more of the following early purchase options available to the Merchant Partner's Customers:

1. <u>90-Day Quick Pay:</u> (NOT AVAILABLE IN CALIFORNIA) Customers will have the option to acquire ownership of the merchandise if they pay the cash price plus a mark-up within 90 days (plus applicable sales tax and processing fee). This is not "same-as-cash" and Merchant Partner shall not refer to this as "same-as-cash".

2. <u>90 Day Same-as-Cash</u>: Customer can acquire ownership of the merchandise for the cash price (plus applicable sales tax and processing fee).

3. 3 Month Same-as-Cash: This is available for California Merchant Partners only. Customers have the option to acquire ownership of the merchandise by paying the cash price within 3 months.

Customers should consult their Lease for this information. For more information regarding the early purchase options that Uown can offer in your store, Customers should call 877-353-8696.

NO APPLICATION FEE

The Merchant Partner will not charge any form of an application fee to Customers. Uown does charge a processing fee. Customers will pay this processing fee with their initial payment, as stated in their Lease Agreement. The Processing fee should not be referred to as an "application", "origination" or any other type of fee. If the Customer asks about the initial payment, the Merchant Partner should inform the Customer that it includes (i) a processing fee and (ii) a Lease payment which goes toward the total purchase price.

DOUBLE LEASING PROHIBITED

Uown must, at all times, be the sole (exclusive) owner of the leased merchandise. Merchant Partners may not combine a Uown lease product with any other product offered by any other lease-to-own, rent-to-own, finance company, or financial institution.

Merchant Partner may not receive any deposit from the Customer.

EXTENDED SERVICE CONTRACTS

Uown will not fund any extended service contract (service plans, extended warranties, etc.) until the terms and conditions of the plan are reviewed and approved, in writing, by Uown's Legal Department. Uown will not fund an extended service contract, in any form, in the states of California, Indiana, or New York.

SPANISH

Uown's services may not be advertised or marketed in Spanish unless the materials have first been reviewed by Uown's Compliance Department and approved in writing.

Uown’s services should never be advertised or marketed in any language other than English, without our prior written approval.

LEASABLE ITEMS

Uown leases merchandise for personal, family or household use. Uown will not lease certain kinds of merchandise.

Contact your Merchant Support Specialist at 877-544-4814 or your Sales Representative of you have questions on what are Uown leasable items.

Uown will not fund delivery charges in Colorado, Hawaii, Iowa, Maine, Nebraska, Oklahoma, South Carolina or West Virginia.

FUNDING A LEASE

The Merchant Partner should not release merchandise to a Customer until Uown has approved and the Customer has executed the Lease. Uown will not fund an account until receipt or delivery of all merchandise is confirmed (i.e., no partial delivery). The Merchant Partner must not confirm delivery of merchandise unless the merchandise has actually been delivered to the Customer.

Merchant Partners must not pay the initial payment for the Customer.

A detailed description of the items on the Lease is required in order for an account to be funded. The Merchant Partner must provide enough information to Uown during the Lease execution process to determine what individual items or set of merchandise is included in the lease so that each item is accounted for accurately and completely in the Lease agreement.

Uown is not responsible for the Customer’s cancellation of the Lease prior to delivery or if the Customer refuses delivery of merchandise.

APPROVAL STATUS

Customers may be approved for a Lease in advance of shopping. In that case, the Customer is considered to be in an “Approved” status. Customers will have 90 days from approval to shop for their desired merchandise. After the 90th day, the Customer will be required to reapply. Reapplication may result in a denial.

RETURNS

Subject to the Merchant Partner’s return policy and terms outlined in the Agreement, a Customer may be allowed to return or exchange merchandise. This may result in a credit to Uown by the Merchant Partner.

SALES TAX

Uown’s purchase of merchandise from the Merchant Partner is a tax-exempt sale. Merchant Partner can request tax exempt certificates from their Merchant Support Specialist.

SPECIAL ORDERS & CUSTOM ORDERS

Special or custom orders that do not allow for a return to the manufacturer are not permitted.

MARKETING

Marketing materials (e.g., radio, print, website advertisements, etc.) that advertise Uown’s products must either be provided by Uown, meet the guidelines in Appendix A or approved by Uown’s Compliance Department prior to use.

No Merchant Partner may advertise a Uown product as requiring “No Credit Check.”

CUSTOMER DATA RESTRICTIONS

Merchant Partner must prevent the misuse of non-public Customer Data at all times. “Customer Data” means all identifiable information about Customers collected or generated by Uown or the Merchant Partner related to transactions with Uown, including, but not limited to, the Customer’s name, addresses, email addresses, phone numbers, social security number, date of birth, employment information, and financial account information. Customer Data does not include information that is provided directly to the Merchant Partner by the Customer, independent of Uown, and subject to a separate agreement between the Customer and the Merchant Partner.

The Merchant Partner shall use Customer Data only to fulfill its obligations in connection with the lease process with Uown as authorized by the Agreement. Customer Data shall be used only for this purpose (including, but not limited to, the provision of merchandise to Customers). Under no circumstances shall Merchant Partner keep or otherwise maintain any Customer Data following the completion of the Application.

The Merchant Partner shall immediately notify Uown if it becomes aware of or suspects any unauthorized, inappropriate, or accidental access to or use of Customer Data and shall cooperate with Uown in the investigation of such breach and the mitigation of any damages.

All Merchant Partners must be PCI compliant, if applicable.

DISPOSAL OF CUSTOMER DATA

Any documentation in Merchant Partner's possession that contains Customer Data must be shredded or otherwise disposed of in a secure and commercially reasonable manner.

CUSTOMER COMPLAINTS

From time to time, Merchant Partner may receive a complaint from a Customer related to Uown. In the event that Merchant Partner receives such a complaint, Merchant Partner shall immediately inform Uown of the complaint and forward all details related to the complaint.

FOLLOW THE LAW

Uown expects that the Merchant Partner will obey all applicable laws at all times. Seek legal counsel or consult a tax advisor if you are unsure about how the law or other requirements may apply.

ADDITIONAL INFORMATION

If you have any questions or concerns regarding these Procedures, please contact your Merchant Support Specialist at 877-544-4814 or contact your Sales Representative.

Appendix A – Advertising Guide

INTRODUCTION

Uown Leasing is committed to ethical and transparent interactions with both consumers and Merchant Partners. Our mission is to provide convenient access to simple and affordable lease-to-own options for credit challenged customers. We believe everyone involved should understand our Lease-to-Own ("Lease-to-Own" or "LTO") Agreements. The intent of this guide is to document the standards Merchant Partners must follow to advertise LTO Agreements in a clear and compliant manner. The following is a sample description of the Uown Lease program:

> LTO Agreements offer consumers an opportunity to lease merchandise for short renewable periods, and return the merchandise at any time for no additional cost. To acquire ownership of the merchandise, the consumer must either renew the LTO agreement for 13 months or must exercise an early purchase option.

DEFINITION OF ADVERTISING

Any material(s) addressing Uown Leasing or Lease-to-Own that is visible to either consumers or retail sales associates, is considered advertising.

ADVERTISING REVIEW AND APPROVAL

All advertising that meets the guidelines of this policy does not require advances approval. Should a Merchant Partner want to advertise in a manner not covered in this document, pre-approval is required. Send all marketing materials requiring approval to the Uown Marketing and Compliance Teams for review and approval. Please allow up to 10 business days for this approval process.

ADVERTISING COMPLIANCE OVERVIEW

Uown Leasing is subject to applicable Federal and state laws and regulations, and regulatory guidance. This guide includes the disclosures required to comply with certain requirements. These standards along with the Merchant Partner Procedures will help you advertise Uown in a transparent and compliant manner.

LAWS/REGULATIONS AND REGULATORY GUIDANCE

Uown Leasing is subject to state LTO laws, which vary by state. In addition, Uown Leasing looks to federal regulators, such as the Federal Trade Commission ("FTC") and Consumer Financial Protection Bureau ("CFPB"), for guidance on various consumer protection practices.

State LTO Laws

Most state LTO statutes include advertising requirements, including trigger terms, which are terms that prompt disclosure requirements.

Unfair, Deceptive, or Abusive Acts or Practices "UDAP/UDAAP"

The FTC and the CFPB prohibit practices that are unfair, deceptive or abusive.

CAN-SPAM Act

CAN-SPAM sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have you stop emailing them, and spells out penalties for violations.

Telephone Consumer Protection Act "TCPA"

TCPA regulates telemarketing calls, auto-dialed calls, prerecorded calls, and text messages. The TCPA rules require companies that use an auto dialer to transmit texts and calls to consumers' mobile devices to obtain express consent from such consumers prior to transmission. Phone calls or text messages to customers without proper consent is not allowed.

UNIVERSAL FORMAT STANDARDS - APPLIES TO ALL MEDIUMS (TYPES)

The following standards apply to all advertising materials, regardless of medium.

Clear & Conspicuous Disclosures

We strive to follow the FTC's guidance. If the disclosure of information is necessary to prevent an ad from being deceptive, the disclosure must be clear and conspicuous. Disclosure placement does not need to be dominant, but should be easily visible and legible. In some cases, the placement of the disclosure, especially for large items, must be altered to be closer to the eye line of the customer.

"Clear and conspicuous" means that a required disclosure is not difficult to miss (i.e., easily noticeable); stands out from any accompanying text or other visual elements; is easily noticed, read, and understood; is unavoidable; uses diction and syntax understandable to ordinary consumers.

Required disclosures must be clear and conspicuous to make a disclosure clear and conspicuous, you should place the disclosure as close as possible to the triggering term.

- Disclosures must be easily noticed, read and understood.
- Disclosures must stand out from accompanying text or visual elements by its:
    - Size
    - Contrast
    - Location

See FTC 4 Ps Guidance

- Placement - Put disclosures close to the claim they qualify
- Proximity - Don't make users scroll or zoom to see disclosure
- Prominence - Make it stand out on the page
- Presentation Order - Make it "unavoidable" that consumers see disclosure before they can proceed

Unavoidable Disclosures

An unavoidable disclosure is placed before the call to action and on the same page as the related marketing claim that requires disclosure.

Disclosure Fonts and Colors

Clear and conspicuous is a performance standard, not a font size. A disclosure is clear and conspicuous if consumers notice it, read it, and understand it. In other words, there is no one-size fits-all approach.

- Choose a simple font for all disclosures
- Do not use typefaces with excessive ornamentation or that are difficult to read
- The color of the font should contrast with the background
    - Light grey disclosures are not clear and conspicuous
- Rather than rely on a font size for disclosures, use a ratio

Disclosures may not be in a font smaller than 8 point OR smaller than the ratio calculated at https://www.modularscale.com/

Symbol or Markers

Disclosures should be close to the claim they modify, not distant from the prominent headline or splashy text designed to draw the consumer in. If you need to include key qualifications or conditions, remember this maxim: What the headline giveth, the footnote cannot taketh away. And don't think an asterisk will always solve the problem. There's a reason it's called an asterisk.

Language

- Disclosures must appear in the language used in the advertisement
- Advertising disclosures must use diction and syntax that is understandable to ordinary consumers
    - When a representation or sales practice targets a specific audience, "ordinary customer" means a reasonable member of that group

Unfair, Deceptive, or Abusive Acts or Practices "UDAP/UDAAP"

To avoid UDAP/UDAAP risk, advertising materials must:

- Include all relevant information, including information about costs

- Be clear and easily understood
- Avoid a false sense of urgency
- Be honest, accurate, and transparent
- Include appropriate disclosures
    - Keep in mind, disclosures are helpful with providing additional context, but they do not negate misrepresentations and other deceptive practices

UNIVERSAL CONTENT STANDARDS - APPLIES TO ALL MEDIUMS (TYPES)

The following standards apply to all advertising materials, regardless of medium

Nature of the transaction is Lease-to-Own. All advertisements should refer to the product as “Lease-to-Own”. Merchant Partner should follow these general principles:

- “Lease” or “leasing” alone does not properly denote the ownership component of a lease-to-own transaction
- “No Credit Needed” and “90-day option” are not synonyms for “Lease-to-Own”
    - Unacceptable replacement for the nature/type of product:
        - No Credit Needed* (or any variation)
        - 90-day Purchase Option* (or any variation)

      [Note these can be marketing claims, but require proper disclosures]

- The following terms should NEVER be used when referring to Uown Leasing LTO
    - Financing
    - Credit
    - 90-day Payment Option (correct terminology is “Purchase” not “Payment”)
    - No interest
    - The term “interest” used in any way
    - Pay over time (or any variation that addresses paying over time or payments, but does not indicate the lease-to-own nature of the transaction)
    - No Credit Check
    - Origination Fee

    - Instant Approval (correct terminology is Instant Decision)
    - OR any other term deemed as a potential misrepresentation by Uown Leasing Compliance

LTO transaction is with Uown Leasing, not the Merchant Partner

- Uown Leasing is the lease-to-own provider, lessor, etc. The Customer is not entering into a contract with the Merchant Partner
- Phrases such as “Powered by Uown Leasing” are acceptable and encouraged

Distinguish lease-to-own from other financing options

- Do not present an LTO transaction as a credit or financing option
- Consumer-facing materials should clarify that Uown offers a lease-to-own transaction
- If multiple options (e.g. credit card financing and LTO) are on one advertisement, it should be clear that credit financing and LTO are different, distinct options. For example “We offer financing options and LTO options.”
- LTO advertising may not state prohibited terms
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Required advertising disclosure(s)

- The disclosure must be clear and conspicuous
- The disclosure must be proximate to the claim
- If multiple claims are used, each separate disclosure must be included
- The universal disclosure must be present on all materials advertising Uown Leasing

Early Purchase Options/ 90-day Purchase Options

Anytime early purchase options are mentioned, e.g., 90-day purchase option or Early Purchase Options, the steps to exercise the options MUST be in close proximity to the claim (i.e. immediately following the claim).

Advertising a Specific Product or Payment Information

Retailer cannot advertise specific products as available for lease-to-own unless required disclosures are present.

REQUIRED DISCLOSURES

Clear and conspicuous disclosures benefit advertisers and consumers. **All advertising materials promoting Uown Leasing must include the universal disclosure (below) and any other relevant disclosures depending on the content of the message.**

UNIVERSAL DISCLOSURE

The following universal disclosure must be unavoidable and presented using the clear and conspicuous standards for all materials advertising Uown Leasing. The universal disclosure should not be the least conspicuous content on the page/advertisement.

> The advertised service is lease-to-own or a rental- or lease purchase agreement powered by Uown Leasing. Ownership is not acquired until all required payments are made or the early purchase option is exercised. Ownership is optional. Acquiring ownership by leasing costs more than the retailer's cash price. Leasing available on select items at participating locations only. Not available in MN, NJ, VT, WY.

TRIGGER TERMS AND DISCLOSURES

All of the following are trigger terms that require a clear and conspicuous disclosure.

To make a disclosure clear and conspicuous, you should place the disclosure as close as possible to the triggering term. If the trigger term is used in an advertisement, the following disclosure must be included in the advertisement.

Value Proposition Trigger Terms

Lease to Own (or LTO, Rent to Own, RTO): Required Disclosure

No Credit Needed: Uown Leasing does not utilize Equifax, Experian, or TransUnion to perform traditional credit checks as part of our pre-approval process. We do verify applicant information through national databases including, but not limited to Clarity, Factor Trust, and LexisNexis. Not all applicants are approved.

Early Purchase Options: Standard agreement offers 13 months to ownership. Early purchase options cost more than the retailer's cash price (except 3-month option in CA). To purchase early call 877-353-8696.

MUST be in close proximity (i.e. immediately follow the claim)

90-Day Purchase Option: Standard agreement offers 13 months to ownership. 90-day purchase options cost more than the retailer's cash price (except 3-month option in CA). To purchase early call 877-353--8696.

MUST be in close proximity (i.e. immediately follow the claim)

Advertising a Specific Product: Advertised amount is for cash sale only. The total cost of the [Product Name] with a [Cash Price] $xxx.xx retail value under a 13-month rental- or lease-purchase agreement is [Total Cost of Lease] $xxx.xx, with an initial payment of [Initial Payment] plus 13 monthly payments of [Recurring Monthly Payment Amount] or 56 weekly payments of [Recurring Weekly Payment Amount] $xxx.xx. Payments will vary if a different payment frequency is chosen. The leasing cost is [Cost of leasing] $xxx.xx. Above amounts exclude tax and fees. A processing fee will be assessed with your first payment. Ownership is not acquired until all required payments are made or the early purchase option is exercised. Ownership is optional. Lower pricing available in select states.

Payment Information Advertised amount is for cash sale only. The total cost of the [Product Name] with a [Cash Price] $xxx.xx retail value under a 13-month rental- or lease-purchase agreement is [Total Cost of Lease] $xxxx.xx, with an initial payment of [Initial Payment] $xx.xx plus 13 monthly payments of [Recurring Monthly Payment Amount] $xx.xx or 56 weekly payments of [Recurring Weekly Payment Amount] $xx. xx. Payments will vary if a different payment frequency is chosen. The leasing cost is [Cost of leasing] $xxx.xx. Above amounts exclude tax and fees. A processing fee]will be assessed with your first payment. Ownership is not acquired until all required payments are made or the early purchase option is exercised. Ownership is optional. Lower pricing available in select states.

INTERACTIVE ELECTRONIC ADVERTISING (INTERNET/SOFTWARE)

All requirements under Universal Format Standards and Universal Content Standards apply. In addition: The general principles of advertising law apply online but require more flexibility to meet the ever-changing technology. As an overview, here are some guiding principles from the FTC.

As a reference, please see https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf

<u>Required disclosures must be unavoidable and clear and conspicuous</u>

Consider all the various devices and platforms consumers may use to view the ads and disclosures.

<u>One-click rule – disclosures</u>

Except for below, trigger term disclosures are not allowed to be one-click away.

- The one-click rule is allowed for the Universal Disclosure
- The one-click rule is allowed for No Credit Needed
    - The disclosure for No Credit Needed must be Clear and conspicuous and Unavoidable on the initially viewable screen following the click, with no scrolling
    - Every click or call to action on the banner or advertisement must go to the No Credit Needed disclosure. A click to an application without the disclosure is not allowed
    - No Credit Needed may not be used to describe the product

<u>Scrolling - disclosures</u>

- Interactive advertisements should be designed so that scrolling is not necessary to find a required disclosure
- When scrolling is necessary, use text or visual cues to encourage consumers to scroll to view the disclosure
- Disclosures may not be given in lighter or smaller text at the bottom of an electronic advertisement

Hyperlink - disclosures

When using a hyperlink to tie to a disclosure:

- Make the hyperlink obvious
- Label the hyperlink appropriately
- Place the hyperlink as close as possible to the relevant information

Deceptive Advertising

If a disclosure is necessary to prevent an advertisement from being deceptive and it is not possible to make the disclosure clearly and conspicuously, then that ad should not be disseminated.

WEBSITES - PROMOTING UOWN LTO ONLINE

All requirements under Universal Format Standards and Universal Content Standards apply. All requirements under Interactive Electronic Advertising apply.

In addition:

- If advertising Uown Leasing online, acceptable website page headers are:
  - "Purchase Options"
  - "Financing & Lease-to-Own"
- The following terms may be not used on any web page headers to refer to the nature or type of product:
  - No Credit Needed
  - 90-day Payment Option
  - 90-day Purchase Option

- Same as Cash (or any variation) (except 3-month Purchase Option, only allowed in California)
- No interest
- Pay over time

To describe the product, use “Lease-to-Own” or “Lease Purchase Plan” in place of the prohibited terms.

<u>Banners</u>

Banners may link to LTO application. If the banner includes trigger terms, the required disclosure (and proximity) must be present.

WEBSITE PRODUCT DETAIL PAGE (PDP) PAGE

All requirements under Universal Format Standards and Universal Content Standards apply. All requirements under Interactive Electronic Advertising apply.

Any message advertising leasing or lease payments on a product detail page is prohibited.

SOCIAL MEDIA

All requirements under Universal Format Standards and Universal Content Standards apply.

All requirements under Interactive Electronic Advertising apply.

VIDEO (INCLUDING TELEVISION & STREAMING VIDEO)

All requirements under Universal Format Standards and Universal Content Standards apply.

In addition:

- Both Visual & Audible disclosure: The disclosure must be presented simultaneously in both the visual and audible portions of the communication, even if the representation is made in only visual or audible
- Visual disclosure: by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood
- Audible disclosure: must be delivered in a volume, speed, and cadence sufficient for ordinary customers to easily hear and understand

RADIO

All requirements under Universal Format Standards and Universal Content Standards apply.

If a disclosure is triggered, it must be read aloud in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand the disclosure.

EMAILS

All requirements under Universal Format Standards and Universal Content Standards apply.

In addition: Should meet all CAN-SPAM requirements, including:

- Disclosure of the sender's address
- Subject lines should not be false or misleading
- Clear borders around Uown messaging and product(s)
- Cannot advertise specific products as available for lease-to-own unless required disclosures are present
- When the email content is a promotion, the disclosure must clearly explain how the promotion affects the cost of leasing (See Promotional Initial Payment Disclosure)
- Make clear whether a promotion is conditional on a lease-to-own or not
- All emails should be sent via a controlled communication platform that honors opt-out choices

TEXT MESSAGES

Retailers are prohibited from sending advertising texts on behalf of Uown Leasing. Retailers are prohibited from mentioning Uown Leasing' Lease-to-Own in a text.