

SALT LAKE IRON & STEEL LTD. CO. ARBITRATION AGREEMENT

Updated April 30, 2025

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH SALT LAKE IRON & STEEL LTD. CO. ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY PROVIDING YOUR SIGNATURE AND ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND CAREFULLY CONSIDERED THE CONSEQUENCES OF THIS IMPORTANT DECISION.

THIS WEBSITE AND INFORMATION ON IT ARE CONTROLLED BY SALT LAKE IRON & STEEL LTD. CO. IN THE UNITED STATES. PLEASE SEE OUR WEBSITE PRIVACY POLICY FOR FURTHER INFORMATION.

Salt Lake Iron & Steel Ltd. Co., on behalf of itself and its affiliates and/or subsidiaries (hereinafter collectively "Company") reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications shall be effective immediately upon posting. By continuing to use this Web Site after we have posted notice of such modifications, alterations or updates, the Lessee ("You" or "Your") agree to be bound by the Terms as revised.

Please read these Terms and Conditions of Arbitration Agreement carefully. By using any of the Company services described herein, and by providing your Signature, You: (i) agree to all such terms, conditions and notices, (ii) acknowledge that You have read and understood these Terms and Conditions, (iii) represent that You are 18 or older; (iv) consent to be legally bound by these Terms and Conditions; and (v) consent and agree to the contents of Company's Website Privacy Policy and the Arbitration Agreement set forth below. **If You do not agree to these Terms and Conditions, do not use Company's Services, download any applications, or provide Your signature to Salt Lake Iron & Steel, Ltd. Co.**

PLEASE READ THIS ARBITRATION AGREEMENT. IT IS BINDING AND ENFORCEABLE.

This Arbitration Agreement ("Agreement") is between Company and you. The terms "You" and "Your" mean the person, applicant, customer, lessee, user, and other third-party beneficiaries of the items or services Company is providing, will provide, or has provided to You. And the term "Company" means Salt Lake Iron & Steel Ltd. Co. and its past, present, and future parents, subsidiaries, affiliate entities, and predecessors, or successors in interest. The Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs this Agreement, which evidences a transaction involving interstate commerce.

Except as otherwise provided in this Agreement, You and Company agree to resolve by individual, final, and binding arbitration any and all claims or controversies, past, present, or future, that Company may have against You or that You may have against Company and/or (i) its directors, officers, members, managers, employees, or agents in their capacity as such or otherwise; (ii) its successors or assigns; and (iii) its affiliates or employees acting on behalf of the Company, in accordance with the terms and procedures set forth in this Agreement. Each of the entities and/or individuals listed in this paragraph can enforce this Agreement.

(A) What Claims Are Covered: You and Company agree that, in the event of any covered dispute or claim between us, You and Company agree to have that dispute or claim resolved by final and binding arbitration. This agreement to arbitrate is intended to be interpreted as broadly as the FAA allows.

- claims arising under, or arising out of, or relating in any way to Your use of any Company Services, including this website, and to any Company communication services, including SMS and text messages;
- claims arising under, or arising out of, or relating in any way to Your provision of a telephone number or contact information to Company that is used by Company to contact You for any reason;
- claims arising under, arising out of, or relating in any way to any Appliance Lease Agreement entered into between You and Company at any time and/or any Services rendered under or that relate to any such Appliance Lease Agreement;
- claims arising out of or relating in any way to Your interactions with or any actions taken by Company or any of its employees or agents, including but not limited to allegations that those employees or agents acted improperly in terminating Your Appliance Lease Agreement, repossessing goods, or making complaints or reports about You to law enforcement, credit reporting bureaus, or any other third party;
- claims relating to Appliance operational control, Appliance analytics, or microdata or macrodata analysis;
- claims relating to the retention, protection, use, or transfer of information about You or any of Your accounts;
- claims relating to communications with You, regardless of sender, concerning any of our or our marketing partners' products or services, including emails and automatically dialed calls and text messages;
- claims that arose before the execution of this Agreement or any current or prior Appliance Lease Agreement between You and Company, such as claims related to advertising or disclosures;
- claims that arise after the termination of any Appliance Lease Agreement between You and Company;
- claims that are based on any legal theory whatsoever, including negligence, breach of contract, tort, fraud, misrepresentation, trespass, the common law, or any statute, regulation, or ordinance; and
- except as specified in the Class Action Waiver below, any and all disputes relating to the interpretation, applicability, enforceability, scope, waiver, or formation of this Agreement, including but not limited to any contention that all or any part of this Agreement is void or voidable.

(B) What Claims Are Not Covered: This Agreement does not cover:

- criminal proceedings and/or making a report or filing a claim with any law enforcement agency, initiated by You or Company; initiating or participating in criminal proceedings and/or making a report or filing a claim with any law enforcement agency shall not be a waiver of any right to arbitrate under this Agreement, but any action by either party for abuse of process,

improper criminal proceedings, or similar action arising out of any law enforcement/criminal proceedings/claim with any law enforcement agency is covered by this Agreement and must be arbitrated; and

- disputes that applicable federal statutes exempt from arbitration, overriding the FAA.

(C) Small Claims Court Option: Notwithstanding the foregoing, You and Company each have the right to file an individual action in small claims court if it is within the jurisdiction of the small claims court and remains in that court. The defendant or counterclaim defendant in such a small claims court action may not elect to have the claim resolved by binding arbitration. If Your jurisdiction permits small claims court judgments to be appealed to a court of general jurisdiction for a trial de novo, You and the Company agree that any such appeal shall be resolved in arbitration in accordance with this Agreement instead of in that court of general jurisdiction.

(D) Class Action Waiver: You and Company agree that arbitration shall be conducted on an individual basis only. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, mass, or representative action or for the Arbitrator to award declaratory or injunctive relief on behalf of absent parties (“Class Action Waiver”). Nor shall the Arbitrator have any authority to hear or preside over any such dispute. In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class, mass, or representative action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class, mass, or representative action, and any such action must be brought in a court of competent jurisdiction—not in arbitration, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Regardless of anything else in Your Appliance Lease Agreement, this Agreement, or the arbitration provider’s rules or procedures, any disputes relating to the interpretation, applicability, scope, waiver, and enforceability of this Class Action Waiver, including but not limited to any claim that all or part of this Class Action Waiver is void or voidable, may be determined only by a court—not by the Arbitrator.

(E) Pre-Arbitration Notice of Dispute: A party who intends to seek arbitration must first send to the other, by certified mail, return receipt requested, a written Notice of Dispute. A Notice of Dispute to Company should be addressed to: Salt Lake Iron & Steel Ltd. Co. “Attn: Lease Program”, P.O. Box 2455, Salt Lake City, UT 84110. Notices of Dispute to You will be sent to You at the last known mailing address or, if no mailing address has been provided, Premises address, You provided to Company. A Notice of Dispute must (i) provide Your name, address, phone number, and, if applicable, Appliance Lease Agreement number; (ii) describe the nature and basis of the claim or dispute; (iii) set forth the specific relief sought; and (iv) be signed by the party seeking arbitration (i.e., either You personally or an Company representative). If You are the party seeking arbitration and You have retained an attorney, Your Notice of Dispute must also include Your signed statement authorizing Company to disclose Your confidential account records to Your attorney if necessary in resolving Your claim.

(F) Informal Settlement Conference: After the Notice of Dispute containing all of the information required by paragraph (E) is received, within 60 days, either party may request a conference to discuss in good faith a potential informal resolution of the dispute, without the need to go forward in an arbitration (“Informal Settlement Conference”). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or

videoconference. You and a Company representative must both personally participate; any counsel representing You or Company also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both You and Company agree in writing. Any statute of limitations applicable to the claims described in a Notice of Dispute shall be deemed to be tolled during the period between the date that a fully complete Notice of Dispute is received and the later of (1) 60 days after receipt of the Notice of Dispute; or (2) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference (the “Informal Resolution Period”).

(G) Commencing Arbitration: An arbitration proceeding may not be commenced unless the claimant has complied with the Notice of Dispute and Informal Settlement Conference requirements of paragraphs (F) and (G). Therefore, no party shall commence an arbitration proceeding until after the latter of (i) 60 days after the Notice of Dispute has been received or (ii) if an Informal Settlement is timely requested, 30 days after the completion of the Informal Settlement Conference. A court will have authority to enforce this paragraph (H), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice of Dispute and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration administrator is without authority to accept or administer any arbitration proceeding unless the claimant has complied with the Notice of Dispute and Informal Settlement Conference requirements of paragraphs (F) and (G).

To commence arbitration, the claimant shall file a Request for Arbitration with the American Arbitration Association (“AAA”) and must send a copy of the Request for Arbitration to the other party by certified mail, return receipt requested. Requests for arbitration by You should be sent to: Salt Lake Iron & Steel Ltd. Co. “Attn: Lease Program”, P.O. Box 2455, Salt Lake City, UT 84110. Requests for arbitration by Company will be sent to You at the last known address You provided to Company. The AAA’s address is as follows: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. The AAA’s current address and/or email address also may be found on its web site at www.adr.org. Requests for arbitration must be clearly marked “Request for Arbitration,” include Your name, address, phone number, Appliance Lease Agreement number (if applicable), and signature, as well as provide a short statement of the claim and the specific relief that is being sought.

(H) The Arbitration Process: Arbitration is more informal than a lawsuit in court. **In arbitration You and Company each give up the right to a trial by judge or jury.** The arbitration will be administered by the AAA and, except as provided in this Agreement, shall proceed in accordance with the AAA’s Consumer Arbitration Rules (“AAA Rules”) in effect at the time the arbitration commences; however, if there is a conflict between the AAA Rules and this Agreement, this Agreement shall govern. The AAA Rules are available at www.adr.org, by calling the AAA at 1-800-778-7879 or its then current telephone number as provided on its web site, or by sending a written request to: **American Arbitration Association, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.** If the AAA is unavailable or unwilling to administer the matter consistent with this Agreement, the parties may agree to or a court of competent jurisdiction shall select an arbitrator to administer the arbitration or otherwise fulfill the duties of the AAA under this Agreement. Any such substitute arbitrator shall apply the terms of this Agreement and AAA Rules, as modified by this Agreement. Unless the parties agree otherwise, the Arbitrator shall be either an attorney who is experienced in commercial law and licensed to practice law in at least one state or a retired judge from any jurisdiction (the “Arbitrator”). Unless the parties

agree otherwise, the arbitration shall take place in the U.S. city or county in which You reside at the time arbitration is commenced.

For claims seeking relief valued at \$75,000.00 or less (to both You and Company), excluding attorney's fees and costs, the AAA shall appoint the Arbitrator in accordance with its rules and procedures. For all claims seeking relief above \$75,000.00 in value (to either You or Company), excluding attorney's fees and costs, unless prohibited by the AAA (in which case the AAA's rules and procedures for arbitrator selection shall apply), the Arbitrator shall be selected as follows: The AAA shall give each party a list of five (5) arbitrators drawn from its roster of arbitrators. Each party shall have ten (10) calendar days from the receipt of the list to strike all names on the list it deems unacceptable. If only one (1) common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one (1) common name remains on the lists of both parties, the parties shall strike names alternately from the list of common names until only one (1) remains. The party who did not initiate arbitration shall strike first. If no common name remains on the lists of all parties, the AAA shall furnish an additional list of five (5) arbitrators from which the parties shall strike alternately, with the party who initiated arbitration striking first, until only one (1) name remains. That person shall be designated as the Arbitrator. If the individual selected cannot serve, AAA will issue another list of five (5) arbitrators and repeat the alternate striking selection process.

Subject to the Class Action Waiver, the Arbitrator may award any party any remedy to which that party is entitled under applicable law (including without limitation legal, equitable, and injunctive relief), but such remedies shall be limited to those that would be available to a party in his/her/its individual capacity in a court of law for the claims presented to and decided by the Arbitrator. Except to the extent preempted by the FAA, the Arbitrator shall apply the substantive law, including but not limited to the applicable statutes of limitations (and the law of remedies, if applicable) of the state of the Consumer's mailing address with Company at the time arbitration commences, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies. In addition, the Arbitrator may consider rulings in other arbitrations involving different consumers, but unless prohibited by applicable law, an arbitrator's ruling will not be binding or have preclusive effect in proceedings involving different consumers.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone, videoconference, or in person, as the Arbitrator deems necessary. Either party may file a motion to dismiss and/or a motion for summary judgment.

Any party may arrange for a court reporter to provide a stenographic record of the proceedings in accordance with the AAA Rules. Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon the evidence that is presented. Upon request at the close of the hearing, either party shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

The Arbitrator shall render an award no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later, unless the parties agree otherwise. The award shall be in writing and include the factual and legal basis for the award. Before the Arbitrator issues this award, neither Company nor You should disclose the substance of any settlement offers to the Arbitrator.

Each party shall have the right to take the deposition of one (1) individual fact witness and any expert witnesses designated by the other party. Each party shall have the right to send requests for production of documents to any party, consistent with applicable legal privileges, the informal and expedited nature of arbitration, and each party's right to a fundamentally fair hearing. At either party's request, the Arbitrator may allow additional discovery. Additional discovery is also permitted by the parties' mutual agreement in writing.

(I) Arbitration of Claims of \$10,000.00 or Less: If You fully complied with the requirements in Paragraphs (E) and (F) above and You initiate arbitration of claims seeking relief valued at \$10,000.00 or less (to both You and Company), excluding attorney's fees and costs, and the Arbitrator issues You an award that is greater than the value of Company's last written settlement offer made before the Arbitrator was selected, then Company will (i) pay You \$10,000.00 ("the alternative payment"). If Your claim seeks relief valued at \$10,000.00 or less (to both You and Company), excluding attorney's fees and costs, and Company did not make a written offer to settle the dispute before the Arbitrator was selected, You will be entitled to receive the alternative payment, if the Arbitrator awards You any relief on the merits. The Arbitrator shall make any rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment, upon request from either party made within fourteen (14) days of the Arbitrator's ruling on the merits. The alternative payment is available only for arbitrations in which (i) You seek relief valued at \$10,000.00 or less (to both You and Company); (ii) You have fully complied with the requirements of Paragraphs (F) and (G); and (iii) You have not disclosed the substance of any settlement offer by Company to the Arbitrator before an award on the merits is issued. In assessing whether an award that includes attorney's fees or expenses is greater than the value of Company's last written settlement offer, the Arbitrator shall not consider amounts offered for or awarded in attorneys' fees or costs. If You are entitled to statutory attorney's fees, then the Arbitrator shall decide any award of attorney's fees. If, after commencing arbitration, You amend Your claim to include new or different claims or to request different or greater relief than You initially requested, the AAA or the Arbitrator shall stay further arbitration proceedings for thirty (30) days. During that time, Company may make a written settlement offer. If not accepted, following the issuance of the award, that offer will be used by the Arbitrator to determine whether You are entitled to the alternative payment. If the AAA appointed an emergency arbitrator to decide a request for emergency relief before the regular Arbitrator who decided the merits of the claims was selected, Company's last written settlement offer made before the appointment of the later-selected regular Arbitrator shall be the offer used to determine eligibility for the alternative payment.

(J) Judicial Review: Judicial review shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 9-11. The decision of the Arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

(K) Arbitration Fees and Costs: You and Company shall follow applicable law and the AAA Rules applicable to initial filing fees. To the extent that Company initiates arbitration, Company will be responsible for the filing and initial appearance fees. To the extent that You initiate arbitration, You will be responsible for the lesser of the applicable AAA filing fee or the filing or initial appearance fee applicable to court actions in the jurisdiction where the arbitration will be conducted. Company will pay any remaining portion of the initial fee and also will pay all costs and expenses unique to arbitration, including without limitation the Arbitrator's fees. The Arbitrator shall determine all factual and legal issues regarding the payment and/or apportionment of said fees and costs. Each party shall pay for its own costs and attorney's fees,

if any. However, if applicable law would entitle a party to an award of reasonable attorney's fees, or if there is a written agreement providing for attorney's fees, the Arbitrator may award such fees as provided by law. In the event applicable law requires a different allocation of arbitral fees and costs in order for this Agreement to be enforceable, then such law shall be followed.

(L) Interstate Commerce: You understand and agree that Company is engaged in transactions involving interstate commerce and that the Federal Arbitration Act therefore governs this Agreement.

(M) Sanctions: To the extent allowed by applicable law and if the claim(s) or counterclaim(s) brought by either party in arbitration allow for imposition of sanctions, the Arbitrator may award either party its reasonable attorneys' fees and costs, including reasonable expenses associated with production of witnesses or proof, upon a finding that the claim or counterclaim was frivolous or brought solely to harass You or Company.

(N) Sole and Entire Agreement: This is the complete Agreement of the parties on the subject of arbitration of claims or disputes covered by this Agreement. This Agreement to arbitrate shall survive the termination of any Appliance Lease Agreement You entered into with Company. Unless this Agreement in its entirety is deemed void, unenforceable, or invalid by a court of competent jurisdiction or arbitrator as applicable, this Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement.

(O) Construction: Subject to the Class Action Waiver above, if any provision of this Agreement is adjudged to be void or voidable or otherwise unenforceable, in whole or in part, such provision shall be severed from this Agreement, and the adjudication shall not affect the validity of the remainder of the Agreement. All remaining provisions shall remain in full force and effect. A waiver of one or more provisions of this Agreement by any party shall not be a waiver of the entire Agreement

(P) Consideration: The mutual obligations by You and Company to arbitrate differences provide consideration for each other.

ACKNOWLEDGEMENT

BY USING COMPANY'S SERVICES OR PROVIDING YOUR CONTACT INFORMATION TO COMPANY, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE ARBITRATION AGREEMENT CAREFULLY AND YOU ARE ENTERING INTO THIS ARBITRATION AGREEMENT VOLUNTARILY.

END OF AGREEMENT

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY COMPANY