

COMMERCIAL LOAN PROMISSORY NOTE

Contract No: OF10020

Borrower: Maria Delia Herrera
115 W Arbor Vitae St
Inglewood, CA 90301

Co-Borrower: _____

Business: Botanica San Judas Tadeo
111 W Arbor Vitae
Inglewood, CA 90301

Date: 01-06-2023

Lender: 
 Optima Financial Solutions Inc
 11306 183rd St Ste 305A
 Cerritos CA, 90703
 Tel: (818) 856-4302

TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <p style="text-align: center;"><u>181.05</u> %</p>	AMOUNT FINANCED The amount of credit provided to you or on your behalf. <p style="text-align: center;">\$ <u>5,000.00</u></p>	FINANCE CHARGE The dollar amount the credit will cost you. <p style="text-align: center;">\$ <u>2,018.44</u></p>	TOTAL OF PAYMENTS The amount you will have paid after making all scheduled payments <p style="text-align: center;">\$ <u>7,018.44</u></p>
Payment Schedule:	Number of Payments	Payment Amount	When Payments Are Due
	1	350.92	Due <u>Weekly</u> , beginning <u>01-13-2023</u> .
	18	350.92	Due <u>Weekly</u> .
	Last Payment of	350.96	Due on <u>06-02-2023</u> .
Prepayment: You may prepay your loan at any time. If you pay early, you will not have to pay a penalty. Late Charge: If a payment is more than 10 days late, you will be charged \$10. Origination Fee: A prepaid finance charge for \$ 0.00 will be add to cover the cost of processing your application and the agreement.			Lender's License: 60DBO-148016

Itemization of the Amount Financed	
Amount given to you directly.....	5,000.00
Amount paid on your existing loan with us.....	+ 0.00
Amount Financed.....	= 5,000.00
Prepaid Finance Charge (Administrative Fee).....	+ 0.00
Principal.....	= 5,000.00

Lender's Right: Upon Borrower's default, Lender may declare the entire unpaid principal balance on this Commercial Loan Promissory Note and then Borrower will pay that amount.

Borrower's Default: Default by Borrower includes, but is not limited to, the following: Voluntary or involuntary bankruptcy proceedings wherein Borrower is named a debtor; any liens or encumbrances recorded upon Borrower's current property, as listed above, whether voluntary, involuntary or through operation of law.

Dishonored Item Fee: Borrower will pay a fee to Lender of \$ 15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

Attorney's Fees; Expenses: Lender may here or pay someone else to help collect this Commercial Loan Promissory Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's Attorney's fees, and Lender's legal expenses, whether or not there is a lawsuit, including Attorney's fees, expenses for bankruptcy proceedings (Including efforts to modify or vacate an automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

Initials _____



Borrower Name/Nombre del Deudor: Maria Delia Herrera
 Loan Number/Numero de Prestamo: OF10020

Confession of Judgment: Borrower hereby irrevocable authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Commercial Loan Promissory Note as evidenced by any affidavit signed by an officer of Lender setting forth the amount then due, Attorney’s fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Commercial Loan Promissory Note, verified by an affidavit, shall have been filled in the proceeding, it will not be necessary to file the original as a warrant of Attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid , voidable, or void ; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Commercial Loan Promissory Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any Attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

Governing Law: This Commercial Loan Promissory Note will be governed by California Lender’s law applicable to Lender, and to the extent not preempted by federal Law, without regard to its conflict of law provisions. This Commercial Loan Promissory Note has been accepted by Borrower and Lender in the State of California.

Choice of Venue: If there is a lawsuit, Borrower agrees upon Lender’s request to submit to the jurisdiction of the courts of Los Angeles County, State of California or, if required, to the courts of the Central District of California. Any suit brought hereunder shall be filed in the Van Nuys Courthouse, or in the Western Division of the Central District of California, as applicable.

Personal Guarantee: This contract has a personal guarantee from the borrower and co-borrower in case the business mentioned above close or is sold to another or other people.

Onsite Payment: Lender is hereby authorized to collect payments due under this Commercial Loan Promissory Note at Borrower’s physical address, being: 111 W Arbor Vitae Inglewood CA 90301.

Successor Interest: The terms of this Commercial Loan Promissory Note shall be binding upon Borrower and Lender, and upon their heirs, personal representatives, and successors, and shall inure to the benefit of same.

General Provisions: Lender may delay or forgo enforcing any of its rights or remedies under this Commercial Loan Promissory Note without losing them. Upon any change in the terms of this Commercial Loan Promissory Note, and unless otherwise expressly states in writing, no party who signs this Commercial Loan Promissory Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Commercial Loan Promissory Note are joint and several.

PRIOR TO SIGNING THIS COMMERCIAL LOAN PROMISSORY NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL LOAN PROMISSORY NOTE, INCLUDING THE INTEREST RATE PROVISIONS, BORROWER AGREES TO THE TERMS OF THE NOTE. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS COMMERCIAL LOAN PROMISSORY NOTE.

01-06-2023
 Borrower’s Signature Date

Optima Financial Solutions Inc
 Lender’s Name

01-06-2023
 Co-Borrower’s Signature Date

Optima Financial Solutions Inc 01-06-2023
 Lender’s Authorized Signature Date

Pagare de Prestamo Comercial

Numero de Contrato: OF10020

Fecha: 01-06-2023

Prestatario: Maria Delia Herrera
115 W Arbor Vitae St
Inglewood, CA 90301

Prestamista:



Optima Financial Solutions Inc
 11306 183rd St Ste 305A
 Cerritos CA, 90703
 Tel: (818) 856-4302

Co-Prestatario: _____

Negocio: Botanica San Judas Tadeo
111 W Arbor Vitae
Inglewood, CA 90301

DECLARACIONES INFORMATIVAS DE VERACIDAD EN LOS PRESTAMOS

TASA DE PORCENTAJE ANUAL El costo del credito expresado como tasa anual	MONTO FINANCIADO Cantidad de credito provista a usted o en su nombre.	CARGOS DE FINANCIAMIENTO El importe en dolares que le costara el credito.	TOTAL DE PAGOS El monto que Habra pagado despues de haber efectuado todos los pagos programados.
<u>181.05</u> %	\$ <u>5,000.00</u>	\$ <u>2,018.44</u>	\$ <u>7,018.44</u>
Calendario de Pagos:	Numero de Pagos	Cantidad del Pago	Cuando Vence el Pago
	<u>1</u>	<u>350.92</u>	Pago <u>Weekly</u> , empezando el <u>01-13-2023</u> .
	<u>18</u>	<u>350.92</u>	Pagos <u>Weekly</u> .
	Ultimo Pago de	<u>350.96</u>	Que vence en <u>06-02-2023</u> .
Pagos Adelantados: Usted puede liquidar su prestamo en cualquier momento. Si usted paga por adelantado, no tendra que pagar penalidad. Cargo por Incumplimiento: Si un pago se hace con mas de 10 dias de retraso, se le cobrara \$10. Cargo de Originación: Se agregará un cargo prepago de financiamiento por \$ <u>0.00</u> para cubrir el costo de procesar su solicitud y el acuerdo.			Licencia del Prestamista 60DBO-148016

Detalle de la Cantidad Financiada

Cantidad entregada a usted directamente.....	5,000.00
Cantidad pagada por su préstamo existente con nosotros.....	+ 0.00
Monto financiado.....	= 5,000.00
Cargo por financiamiento pagado por adelantado (Tarifa Administrativa).....	+ 0.00
Capital.....	= 5,000.00

Derecho del prestamista: En caso de incumplimiento del prestatario, el prestamista puede declarar todo el saldo de capital impago en este Pagare de Prestamo Comercial y luego el prestatario pagará ese monto.

Valor predeterminado del prestatario: El valor predeterminado del prestatario incluye, entre otros, los siguientes: procedimientos de quiebra voluntarios o involuntarios en los que el prestatario es nombrado deudor; cualquier gravamen o gravámenes registrado sobre la propiedad actual del Prestatario, como se menciona anteriormente, ya sea voluntario, involuntario o mediante la operación de la ley.

Cargo por articulo devuelto: El prestatario pagará al prestamista una tarifa de \$ 15.00 si el prestatario hace un pago al Pagare de Prestamo Comercial y el cheque o cargo con autorizacion previa con la que el prestatario paga es deshonorado despues.

Honorarios de abogados; Gastos: El prestamista puede pagar aquí o pagar a otra persona para que le ayude a cobrar este Pagare de Prestamo Comercial si el prestatario no paga. El prestatario le pagará al prestamista ese monto. Esto incluye, sujeto a cualquier límite bajo la ley aplicable, los honorarios del abogado del prestamista y los gastos legales del prestamista, ya sea que exista o no una demanda, incluidos los honorarios del abogado, los gastos por procedimientos de bancarrota (incluidos los esfuerzos para modificar o desocupar una suspensión o mandato judicial), y apelaciones. El prestatario también pagará los costos judiciales, además de todas las demás sumas previstas por la ley.

Iniciales _____



Borrower Name/Nombre del Deudor: Maria Delia Herrera
Loan Number/Numero de Prestamo: OF10020
Date/Fecha: 01-06-2023

Loan Agreement/Contrato del Prestamo

- **Promise to Pay.** In return of the loan you receive from us, you promise to pay \$ 5,000.00, plus interest in accordance with the "Interest" section of this Agreement below, to Optima Financial Solutions Inc it's successors and assigns. You will pay these amounts in U.S. dollars.
- **Personal Guarantee:** This contract has a personal guarantee from the borrower and co-borrower.
- **Interest.** We will charge you interest from the date of advance until the principal, together with interest, at the rate of 181.05% per year, is paid. We will calculate interest based on a year of 365 days and the actual number of days elapsed. This interest rate is the rate you will pay before and after any event of default. If any law that applies to this Agreement and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) we will reduce the loan charge by the amount necessary to reduce the charge to the permitted limit; and (ii) we will refund any sums already collected from you that are greater than the permitted limits. We may choose to make this refund by reducing the principle you owe under this Agreement or by making a direct payment to you.
- **Repayment and Maturity Date.** You will repay the principal and interest on this loan as showing in the payment schedule, which is part of the Truth-in-Lending Disclosure statement printed above. You understand that if any of your payments are received by us on dates other than the due dates or if any additional charges are added to your loan balance under the provisions of this Agreement, your actual final payment will likely be different than the amount shown above, and you agree to pay the actual payment amount. You will make the payments as described above until you have paid all the principal and interest and any other charges that you may owe under this Agreement. Notwithstanding any other provision of this Agreement, you will pay any and all amounts outstanding on 06-02-2023 (the "Maturity Date").
- **Application of Payments.** Payments will be applied first to delinquency fees and/or other charges added to the loan, next to any accrued but unpaid interest, and finally to principal.
- **Default and Acceleration of Payments.** You will be in default if you fail to make a payment on time. When you are in default, we may require, without notice or demand, that you repay the entire amount of the loan at once. (This is called "acceleration") even if, at a time when you are in default, we do not require you to pay immediately in full as described above, we will still have the right to do so at any other time that you are in default.
- **Pre-payments and Payoff.** This loan has no prepayments penalty. Repaying your loan early will lower your borrowing costs by reducing the amount of interest you will pay. However, if you pay off early, you will not be entitled to a refund of any part of the prepaid finance charge (administrative fee)
- **Promesa de pago.** A cambio del préstamo que usted reciba de nosotros usted promete pagar \$ 5,000.00 de capital, mas intereses, calculado de conformidad con la sección "Intereses" más abajo, a Optima Financial Solutions Inc y sus causas habientes y cesionarios. Usted pagara estos importes en dolares estadounidenses.
- **Garantía Personal:** Este contrato tiene una garantía personal del prestatario y el co-prestatario.
- **Intereses.** Se cargaran intereses a partir de la fecha del anticipo hasta que se pague el capital, mas todos los intereses, a razón del 181.05% anual. Calcularemos los intereses con base en un año de 365 días y el número real de días transcurridos. Esta tasa de interés es la tasa que usted para antes y después de cualquier incumplimiento. Si una ley, que se aplique a este contrato y que establezca cargos de préstamos máximos, es interpretada de manera que los intereses u otros cargos de préstamo cobrados o por cobrar en relación con este préstamo exceden los límites permitidos entonces; (i) restauraremos a dicho cargo o cuota de préstamo la cantidad necesaria para que el caro llegue al límite permitido, y (ii) le reembolsaremos cualquier importe que ya se la haya cobrado y hará excedido los límites permitidos. Podremos optar por efectuar este reembolso mediante la reducción del capital que usted deba según este contrato, o realizando un pago directo a usted.
- **Pago y fecha de vencimiento.** Usted pagara el capital y los intereses de este préstamo en la forma indicada en el Calendario de pagos, que forma parte de la Declaración Informativa de Veracidad en los Préstamos impresa arriba. Usted comprende que, si recibimos cualquiera de sus pagos en una fecha destina a la fecha de vencimiento, o si se aplican cargos adicionales al saldo de su cuenta de conformidad con los términos de este contrato, es probable que su pago real final sea distinto al importe señalado arriba, y usted conviene en pagar el monto de pago real. Usted realizara los pagos en la forma descrita arriba hasta que haya pagado todo el capital u los intereses y demás caros que adeude conforme a este contrato. No obstante las demás disposiciones de este contrato, usted pagara todos los importes insolutos en 06-02-2023 (la fecha de Vencimiento")
- **Aplicación de pagos.** Los pagos se aplicaran primero a los cargos por morosidad y demás cargos sumados al préstamo, luego a los intereses acumulados pero no pagados, y por ultimo al capital.
- **Incumplimiento y aceleración del pago.** Usted estará en estado de incumplimiento si no realiza un pago puntualmente. Si usted está en estado de incumplimiento, podremos requerir, sin necesidad de aviso o demanda, que usted pague de inmediato el monto total del préstamo. (eso se conoce como "aceleración de pago"). Si usted esta es estado de incumplimiento y no exigimos el pago inmediato y total, tal como se describe arriba, nos reservamos el derecho de hacerlo en cualquier otro momento que usted se encuentre en estado de incumplimiento.
- **Pagos adelantados o liquidación de deuda.** Este préstamo no tiene penalidad por prepago. Al pagar su préstamo por adelantado bajaras sus cargos de financiamiento mediante la reducción de la cantidad de interés que pagar. Sin embargo, si liquida el préstamo en forma adelantada, no tendrá derecho a un reembolso total o parcial del cargo de financiamiento pre pagado (tarifa de procesamiento).

Initials/Iniciales: _____



Borrower Name/Nombre del Deudor: Maria Delia Herrera

Loan Number/Numero de Prestamo: OF10020

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- **Late Payments and Delinquency Fees.** If you fail to make any payment in full on or before the 10th calendar day after the due date of payment, we may impose a delinquency fee of \$10. You understand that you will pay more interest if you make your payment after the payment due date.
- **Waiver of Rights.** You waive your rights to require us to do certain things. Those things are: (a) to demand payment of amounts due; (b) to give notice that amounts due have not been paid; and (c) to obtain an official certification of loan payments. Anyone else (i) who agrees to keep the promises made in this Agreement or (ii) who agrees to make payment to us if you fail to keep your promises under this Agreement (these persons are known as "Co-Makers", "Co-Signers", "Guarantors", and "Sureties"), also waives these rights.
- **Co-Makers and Sureties.** If more than one person signs this Agreement, each of you agrees to be fully and personally obligated to pay the full amount owed and to keep all the promises made in this Agreement. Any co-maker, guarantor, surety or endorser of this Agreement (as described in paragraph 8, above) is also obligated to do these things. You agree that we may enforce our rights under this Agreement against each of you individually or against any and all of you together. This means that any one of you may be required to pay all of the amounts owed under this Agreement.
- **Electronic Agreement.** You expressly state that any or all of the various paper-based documents you execute in connection with this loan may be converted into Electronic form ("Electronic Agreements") and that these Electronic Agreements are transferable records in electronic form and may be authenticated, sorted, and transmitted by electronic means, and will be valid for all legal purposes, as set forth in the electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, and the Uniform Commercial Code to the extent applicable. You agree that the Electronic Agreements may be converted back to paper at our discretion, in which the case the reconverted paper documents will be considered to be the original documents between us.
- **Governing Law.** This Agreement will be governed by the laws of the State of California.
- **No Waiver.** You agree that any failure by us to assert any right or remedy under this Agreement or applicable law shall not constitute a waiver of such right or remedy or of any other right or remedy accruing to us under the terms of this Agreement or applicable law. No partial exercise by us of any right or remedy hereunder shall preclude any other or further exercise of any such right or the exercise of any other remedy.
- **Interpretation; Counterparts.** Any ambiguities in this Agreement shall not be construed strictly against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full of consideration to the intentions of the parties at the time of contracting. This Agreement shall not be construed against any part by reason of its preparation. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one instrument. If any portion of this Agreement is held unenforceable, the remainder of this Agreement shall continue in force.
- **Pagos morosos y cargos por morosidad.** Si usted falla en hacer sus pagos en su totalidad en o antes de 10 días calendario después de la fecha de vencimiento, nosotros podríamos imponer un cargo por morosidad de \$10. Usted comprende que pagara más interés si hace su pago después de la fecha límite de pago.
- **Renuncia de derechos.** Usted renuncia a sus derechos de exigir que hagamos ciertas cosas. Estas cosas son; (a) exigir el pago del balance restante; (b) avisar que los pagos atrasados no se han pagado; y (c) obtener una certificación oficial de documentos del préstamo. Cualquier otra persona que: i) convenga en cumplir las promesas hechas en este contrato o (ii) convenga hacer los pagos si usted no cumple sus promesas conforme a este contrato (estas personas se conocen como "cotitulares", "cosignatarias", "garantes" o "fiadores"), también renuncia a estos derechos.
- **Co-titulares y fiadores.** Si más de una persona firma este contrato, cada uno de ustedes tendrá la obligación total y personal de pagar el balance total y de cumplir todas las promesas hechas en este contrato. Cualquier cotitular, cosignatario, garante fiador endosante de este contrato (tal como se describe en el párrafo 8 arriba) también tendrá la obligación de hacer estas cosas. Usted conviene que podremos ejercer nuestros derechos conforme a este contrato en contra de cada uno de ustedes en forma individual o conjunta. Esto significa que cualquiera de ustedes podrá tener la obligación de pagar todo el balance restante en virtud de este contrato.
- **Contrato electrónico.** Usted declara de manera expresa que todos o cualquiera de los diversos documentos impresos que usted firme en relación con este préstamo podrán ser convertidos a un formato electrónico ("contratos electrónicos"), y que estos contratos electrónicos son registros transferibles en forma electrónica, que podrán ser autenticados almacenados u transmitidos por medios electrónicos y que serán válidos para todos los fines legales, tal como se estipula en la ley de firmas electrónicas en el comercio global y Nacional, la ley de transacciones electrónicas uniformes u el código comercial uniforme, en la medida que resulten aplicables. Usted conviene que los contratos electrónicos podrán ser convertidos de vuelta a un formato impreso a nuestra discreción, y que en este caso los nuevos documentos impresos se consideraran los documentos originales firmados por usted u nosotros.
- **Leyes vigentes.** Este contrato será regido por las leyes del estado de California.
- **Sin renuncia.** Usted conviene que el hecho de que nosotros no ejerzamos alguno de los derechos o remedios conforme a este contrato o ni a cualquier otro derecho o remedio que pudiéramos tener conforme a los términos y condiciones de este contrato lo las leyes vigentes. Ningún ejercicio parcial por nuestra parte de alguno de los derechos o remedios conforme a este documento excluirá el ejercicio futuro de tal derecho o el ejercicio de otro remedio.
- **Interpretación; Contrapartes.** Cualquier ambigüedad en este contrato no será interpretada de manera estricta en contra del redactor del texto en cuestión, sino que será resuelto mediante la aplicación de la interpretación más razonable según las circunstancias, teniendo en cuenta las intenciones de las partes en el momento del contrato. Este contrato no podrá ser interpretado en contra de una parte por razón de su elaboración. Este acuerdo podrá firmarse en contrapartes, cada una de las cuales se considerara como original, pero ambas en conjunto se consideran un mismo instrumento. Si se determina que alguna parte de este contrato es inejecutable, el resto de este contrato siguiera vigente.

Initials/Iniciales: _____



Borrower Name/Nombre del Deudor: Maria Delia Herrera
Loan Number/Numero de Prestamo: OF10020
Date/Fecha: 01-06-2023

Disclosures and Acknowledgements for Customers / Avisos y Autorizaciones para Clientes

To the right, you will find a Spanish-Language translation of our Disclosures and Acknowledgements for Customers. An independent third party has certified this translation. While it is our intention to provide an accurate translation, if the Spanish translation differs from the English Document; you understand and agree that the Spanish translation is provided solely as courtesy to you, and that the English Document is the legally binding agreement between you and us.

Authorization to be called and to be sent SMS Text Messages to your Mobile Phone, and to Receive Electronic Communications.

You agree that you will accept calls, SMS text messages. Emails and other electronic communications from us regarding your loan application, your loan payments, the collection of your loan account, and other important communications regarding your loan. You understand these calls could be automatically dialed and a recorded message may be played. You agree that such calls and electronic communications will not be unsolicited calls for purposes of state and federal law. You also agree that we may monitor telephone conversations between you and us to assure the quality of your customer service. By signing below, you authorize us to call and send SMS text messages to the mobile phone number you have provided to us for the purposes described above and for marketing purposes. You acknowledge that you are not required to authorize marketing calls or SMS text messages to obtain credit from us.

Right to Opt-Out. You may opt out of receiving such calls and/or text messages from Optima Financial Solutions Inc by our calling customer service at (818) 856-4302.

Authorizations to Investigate your Employment. By signing below, you authorize Optima Financial Solutions Inc to investigate as it deems necessary your employment history at any time as long you have a remaining balance on your loan with us. If you have a co-applicant, each co-applicant, by signing below, also authorizes us to review such person's employment history.

Privacy Policy. By signing below, you acknowledge that you have received a copy of the notice entitled "Privacy Policy."

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

Información importante sobre los procedimientos para abrir una nueva cuenta.

Para ayudar al gobierno a combatir el financiamiento de terrorismo u el lavado del dinero, la ley Federal requiere que todas las instituciones financieras obtengan, verifiquen, y registren información que identifique a cada persona que abre una cuenta. Esto significa que cuando usted abra una cuenta, le pediremos su nombre, dirección, fecha de nacimiento, u otra información que nos permita identificarlo. También solicitaremos que nos muestre su licencia de conducir u otros documentos identificatorios.

Borrower Signature / Firma de deudor

Co-Borrower Signature / Firma de co-deudor

A continuación, usted encontrara la traducción al español de nuestro Avisos y Autorizaciones para Clientes. Un tercero independiente ha certificado esta traducción. Aunque nuestra intención es proveerle una traducción exacta, si la traducción al español es distinta al documento en ingles, usted entiende y está de acuerdo que esta traducción se brinda simplemente como una cortesía, y que el documento en el idioma ingles regirá legalmente la relación entre usted y nosotros.

Autorización para recibir llamadas y mensajes de texto a su celular, y comunicaciones electrónicas.

Usted está de acuerdo en aceptar las llamadas, los mensajes de texto, los correos electrónicos y otras comunicaciones electrónicas que le enviaremos con respecto a su solicitud de préstamo, los pagos de su préstamo, el cobro de su préstamo, y otras comunicaciones importantes sobre su préstamo. Usted entiende que estas llamadas podrían ser marcadas automáticamente por nuestro sistema y posiblemente sea un mensaje pre-grabado. Usted está de acuerdo que tales llamadas y comunicaciones electrónicas no serán consideradas llamadas no solicitadas en cuanto a la ley estatal y federal. Además, usted esta de acuerdo que podremos monitorizar conversaciones telefónicas entre usted y nosotros a fin de asegurar la calidad de nuestro servicio. Al formar este aviso, usted nos autoriza a realizar llamadas y enviar mensajes de texto al número de teléfono celular que nos ha proporcionado para los fines descritos anteriormente y para promociones. Usted reconoce que usted no está obligado a autorizar llamadas o mensajes de texto de promoción para obtener crédito de nosotros.

Derecho de optar no recibir mensajes. Usted puede optar por no recibir llamadas o mensajes de texto de Optima Financial Solutions Inc llamando a nuestro servicio al cliente (818) 856-4302

Autorización para investigar su empleo. Al firmar abajo, usted le autoriza a Optima Financial Solutions Inc llevar a cabo las investigaciones que estime necesarias para verificar su historial de empleo en cualquier momento que usted tenga su saldo restante en su prestamo con nosotros. Si usted tiene co-deudor, cada co-deudor, al firmar a continuación, también nos autoriza a revisar el historial de empleo de esa persona.

Política de privacidad. Al firmar abajo, usted certifica que ha recibido una copia del documento titulado "Política de Privacidad"



Borrower Name/Nombre del Deudor: Maria Delia Herrera
Loan Number/Numero de Prestamo: OF10020
Date/Fecha: 01-06-2023

Arbitration Agreement / Acuerdo de Arbitraje

To the right, you will find a Spanish-Language translation of our Arbitration Agreement. An independent third party has certified this translation. While it is our intention to provide an accurate translation, if the Spanish translation differs from the English Document; you understand and agree that the Spanish translation is provided solely as courtesy to you, and that the English Document is the legally binding agreement between you and us.

NOTICE OF ARBITRATION AGREEMENT

- This agreement provides that either you or we may choose to have any dispute decided by BINDING ARBITRATION instead of court.
- If either you or we choose to arbitrate, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU WILL HAVE NO RIGHT TO A TRIAL BY JURY BEFORE A JUDGE.
- If either you or we choose to arbitrate, YOU WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER ON ANY CLASS CLAIM. THERE IS NO RIGHT TO ARBITRATE A CLASS ACTION UNDER THIS AGREEMENT.
- You are entitled to a FAIR HEARING, BUT discovery and other rights are MORE LIMITED THAN RULES APPLICABLE IN COURT.
- Arbitrator decisions are enforceable by court order and RIGHTS TO APPEAL ARE MORE LIMITED THAN IN A LAWSUIT DECIDED BY A JUDGE OR JURY.
- This arbitration agreement and any arbitration under this agreement shall be governed by the Federal Arbitration Act (9 U.S.C & 1, et seq.)
- YOU HAVE THE RIGHT TO "OPT OUT" OF THIS ARBITRATION AGREEMENT by following the procedure outlined in the section entitled "Opt out Procedures".

FOR MORE DETAILS, PLEASE READ CAREFULLY THIS ARBITRATION AGREEMENT CAREFULLY.

In this Arbitration Agreement, "you" refers to the borrower(s). "we", "us", and "our" refers to Optima Financial Solutions Inc our successors-in-interest and assigns. This arbitration agreement is incorporated into and is a part of a loan agreement between you and us.

Parties and Matters Subject to Arbitration: This Arbitration agreement applies to all claims and disputes between you and us. For purposes of this Arbitration agreement the words "claim" and "dispute" are given the broadest possible meaning. "Claim" and "dispute" mean any claim, dispute, or controversy in contract, tort, statute, common law, or otherwise relating to your credit application, the loan agreement

Between you and us, and any other resulting transaction or relationship with us, our successors or assigns. "Claim," "dealings," or "dispute" includes the interpretation and scope of this Arbitration Agreement and whether or not the claim or dispute can be arbitrated. Any claim or dispute involving whether or not the claim or dispute can be arbitrated or the validity of the Class Action Waiver (defined below) shall be for the court, and not the arbitrator to resolve.

Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This I called the "class Action Waiver." We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim within a small claims court's jurisdiction under applicable law.

Procedure for Arbitration: You may choose the American Arbitration Association (www.adr.org), or any other organization to conduct the arbitration, subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. The arbitration hearing shall be conducted in the federal district in which you reside, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

Initials/Iniciales: _____

A continuación, usted encontrara la traducción al español del nuestro Acuerdo de Arbitraje. Un tercero independiente ha certificado esta traducción. Aunque nuestra intención es proveerle una traducción exacta, si la traducción al español es distinta al documento en ingles, usted entiende y está de acuerdo que esta traducción se brinda simplemente como una cortesía, y que el documento en el idioma ingles regirá legalmente la relación entre usted y nosotros.

NOTIFICACION DE ACUERDO DE ARBITRAJE

- Este acuerdo establece que tanto usted como nosotros podemos elegir que se decida una disputa por medio de ARBITRAJE OBLIGATORIO en lugar de un tribunal.
- Si usted o nosotros optamos por arbitrar, USTED RENUNCIA A TODO DERECHO DE HACER VALER O DEFENDER SUS DERECHOS EN UNA CORTE Y NO TENDRA DERECHO A UN JUICIO CON JURADO O ANTE UN JUEZ.
- Si usted o nosotros optamos por arbitrar, USTED RENUNCIA A TODO DERECHO A PARTICIPAR COMO UN REPRESENTANTE O MIEMBRO DE UNA DEMANDA DE GRUPO. CONFORME A ESTE CONTRATO NO HAY DERECHO A LLEVAR UNA ACCION DE GRUP AL ARBITRAJE.
- Usted tiene derecho de una AUDIENCIA JUSTA, PERO la obtención de pruebas y otros derechos TIENES ALCANCES MAS LIMITADOS QUE LAS REGLAS QUE SE APLICAN EN EL TRIBUNAL.
- Las decisiones del arbitro pueden hacerse cumplir por orden de la corte y LOS DERECHOS DE APELACION TIENEN ALCANCES MAS LIMITADOS QUE EN UN LITIGIO DECIDIDO POR JURADO O JUEZ.
- Este acuerdo de arbitraje y todo arbitraje conforme a este acuerdo será regido por la Ley Federal de Arbitraje/The Federal Arbitration Act (9 U.S.C & 1, et seq.).
- USTED TIENE EL DERECHO A EXCLUIRSE DEL PRESENTE ACUERDO DE ARBITRAJE mediante el procedimiento descrito en el párrafo titulado "Procedimiento de Exclusión Voluntaria"

PARA MAS DETALLES POR FAVOR LEA ESTE ACUERDO DE ARBITRAJE CON CUIDADO.

En este acuerdo de arbitraje, "usted" se refiere al solicitante(s) del préstamo. "nosotros", "nos" y "nuestro(a)" se refiere a Optima Financial Solutions Inc y nuestros causahabientes y cesionarios. Este acuerdo de arbitraje es incluido y forma parte del contrato de préstamo entre usted y nosotros.

Partes y asuntos sujetos al arbitraje: este acuerdo de arbitraje aplica a toda reclamación y disputa entre usted y nosotros. Para los fines del presente acuerdo de arbitraje, las palabras "reclamación" y "disputa" tendrán el más amplio significado posible. "reclamación" y "disputa" significan toda reclamación o disputa en contacto, respetabilidad objetiva, leyes el derecho común, o de otra manera en relación con su solicitud de crédito, el contrato de préstamo entre usted y nosotros, y cualquier, otra transacción o relación que resulte con nosotros o con nuestros sucesores o cesionarios. "reclamación," "transacciones" i "disputa" incluye la interpretación y los alcances de este acuerdo de arbitraje de arbitraje y si esta reclamación o dispute se puede arbitrar o no. Toda reclamación o disputa que atañe a si esta reclamación o dispute se puede arbitrar o a la validez de la renuncia de acción de grupo (definido a continuación) tendría que ser resuelto por el tribunal, no por el árbitro.

Toda reclamación o disputa se someterá a arbitraje de forma individual y no como una acción de grupo. Usted expresamente renuncia a todo derecho que tenga, de someter a una acción de grupo a arbitraje. A esto se llama la "Renuncia de Acción de Grupo" Renunciamos al derecho de obligarle a someter a arbitraje una reclamación individual si conforme a las leyes vigentes se puede considerar que el monto que usted busca recuperar califica como de cuantía menor dentro de la competencia del juzgado de cuantía menor. Procedimiento para el arbitraje.

Procedimiento para el arbitraje: usted puede elegir la asociación americana de arbitraje (www.adr.org), o cualquier otra organización para llevar a cabo el arbitraje, sujeto a nuestra aprobación. Usted puede obtener una copia de las reglas de una organización de arbitraje contactándole o visitando su sitio en internet. La audiencia de arbitraje se llevara a cabo en el distrito federal en donde usted reside o en otro lugar que le convenga según lo que requieras las reglas de la organización de arbitraje elegida. Si usted comienza por exigir el arbitraje, usted pagara los derechos de trámite si la organización de arbitraje elegida lo requiere. Nosotros pagaremos el anticipo y/o cualquier otra tasa o costo requerido por las reglas de la organización de arbitraje elegida.



Borrower Name/Nombre del Deudor: Maria Delia Herrera
 Loan Number/Numero de Prestamo: OF10020
 Date/Fecha: 01-06-2023

ACH RECURRING PAYMENT AUTHORIZATION

1. By signing below, Account Holder (“you”) authorizes Optima Financial Solutions Inc and its affiliates (“we”, “us” and “our”) to automatically withdraw your loan payments from your deposit account ending in xxxxxx 2644 (“Account”) at Wells Fargo (“Bank”) via recurring electronic ACH debit entries (“Authorization”). You authorize us to initiate debits of \$ 350.92 (“scheduled debit amount”) Every week on the payment due dates, beginning on 01-13-2023, which is the effective date of this Authorization. These debits will continue until the amount due under your loan is paid in full or until this Authorization is canceled. You also authorize us to initiate ACH debits or credits to your Account as necessary to correct erroneous transactions.
2. You have the right to receive 10 days’ prior written notice from us of the amount and date of any debit that varies from the scheduled debit amount. However, if we debit your account for any amount in a range from \$1 up to the scheduled debit amount, you agree that we do not have to send you such prior written notice, unless required by law. We will not debit your Account for more than the scheduled debit amount above.
3. If any payment due date falls on a weekend or holiday, the debit will be processed on the next business day. If your Bank rejects any debit because you do not have an account with the Bank, we will cancel these recurring debits. If your Bank rejects any debit because there is not enough money in your Account, we will suspend these recurring debits and de-enroll you from recurring payments until you have paid all past due payments and any returned payment fees or any other fees due under your promissory note. Once your account is current, we will re-enroll you in recurring ACH payments under this Authorization, unless you tell us that you do not wish to re-enroll, in which case we will cancel the recurring ACH payments.
4. You represent that you are an authorized signer on the Account. You agree to notify us promptly of any changes to the Account and must provide us seven (7) days’ advance notice of any changes to the Account. You acknowledge that the ACH transactions to your Account must comply with United States law.
5. **How to Cancel.** You may cancel this Authorization by calling us at (818) 856-4302 during our business hours. You must notify us of the cancellation at least **3 days** before the payment due date. You may also cancel these recurring ACH payments by following your Bank’s stop payment procedures, but your Bank may charge you a fee. If you cancel, you must still make your loan payments on time.

Except as otherwise set forth herein, all capitalized terms used but not defined herein shall have the meaning given to them in the NACHA Rules (as defined below). By using the Services, you agree to the terms and conditions of this Agreement. Except as otherwise expressly provided in this Addendum, to the extent that this Addendum is inconsistent with the terms of the Initial Agreement, this Addendum, and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. ACH Service; Compliance with the NACHA Rules and Applicable Law. The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions.

The ACH system is governed by the National Automated Clearing House Association’s (“NACHA”) Operating Rules and Operating Guidelines (collectively, the “NACHA Rules”). Your rights and obligations with respect to any Entry are governed by the NACHA Rules, this Agreement and applicable law. You acknowledge that you have access to a copy of the NACHA Rules and agree to obtain and review a copy. (The NACHA Rules may be obtained at NACHA’s website at www.NACHA.org or by contacting NACHA directly at 703-561-1100.) You also agree to subscribe to receive revisions to the NACHA Rules directly from NACHA. You represent and warrant that you will comply with the NACHA Rules and applicable laws, regulations, and regulatory requirements. You further represent and warrant that you will not transmit any Entry or engage in any act or omission that violates or causes us to violate the NACHA Rules or the laws of the United States, or any other applicable laws, regulations, or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control (“OFAC”), sanctions or executive orders.

IMPORTANT

To avoid any returned payment fees, you agree you will have enough money in your Account to cover the amount of the scheduled debit. ACH debits could take up to **5 business days** to be deducted from your Account.

You acknowledge that (1) this Authorization is voluntary and is not required as a condition of obtaining your loan, (2) the Spanish Translation is provided as a courtesy only and the English version is the legally effective version, and (3) you received a copy of this Authorization when you signed it.

Account Holder’s Signature

Maria Delia Herrera

Account Holder’s Name

PRIVACY NOTICE
Optima Financial Solutions Inc

FACTS	WHAT DOES Optima Financial Solutions Inc DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit scores
How?	<p>All financial companies need to share customer’s personal information to run their everyday business.</p> <p>In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Optima Financial Solutions Inc chooses to share; and whether you can limit this sharing.</p>

Reason we can share your personal information	Does Optima Financial Solutions Inc Share?	Can you limit this sharing?
<p>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, prevent or mitigate fraud, engage in corporate transactions, or report to credit bureaus</p>	Yes	No
<p>For our marketing purposes – to offer our products and services to you</p>	Yes	No
<p>For joint marketing with other financial companies</p>	No	We don’t share
<p>For our affiliates’ everyday business purposes – information about your transactions and experiences</p>	No	We don’t share
<p>For our affiliates’ everyday business purposes – information about your creditworthiness</p>	No	We don’t share
<p>For our affiliates to market to you</p>	No	We don’t share
<p>For non-affiliates to market to you</p>	No	We don’t share
Questions?	Please Call (818) 856-4302	

AVISO DE PRIVACIDAD

Optima Financial Solutions Inc

HECHOS	QUE HACE Optima Financial Solutions Inc CON SU INFORMACION PERSONAL?
Porque?	Las Empresas Financieras eligen la manera en que comparten su informacion personal. Las Leyes Federales dan a los consumidores el derecho a limitar como comparten la informacion, pero no se puede limitar todo. Las Leyes Federales tambien nops obligan a informales sobre la manera en que tomamos, compartimos y protegemos sus datos personales. Por favor lea esta notificacion cuidadosamente para entender lo que hacemos.
Que?	Los tipos de datos personales que tomamos y compartimos dependen del producto o servicio que tenga con nosotros. Estos datos pueden incluir: <ul style="list-style-type: none">• Numero de Seguro Social y Ingresos• Saldos de cuentas e historial de pagos• Historial de credito
Como?	Todas las Empresas Financieras necesitan compartir la informacion personal de sus clientes para llevar a cabo sus actividades diarias. En la Seccion siguiente describimos las razones por las que las Empresas Financieras pueden compartir la informacion personal de sus clientes; las razones por las cuales Optima Financial Solutions Inc elige compartir dicha informacion y si usted puede limitar que se comparten dicha informacion.

Razones por las que compartimos su informacion personal	Optima Financial Solutions Inc Comparte?	Usted puede limitar?
Para nuestras actividades diarias – tales como procesar sus operaciones, mantener su(s) cuenta(s), responder requisitos judiciales e investigaciones legales o reportar a agencias de credito.	Yes	No
Para nuestras actividades comerciales – para ofrecerle nuestros productos y servicios	Yes	No
Para comercializacion conjunta con otras empresas financieras	No	No Compartimos
Para las actividades diarias de nuestros afiliados – informacion acerca de sus operaciones y experiencias	No	No Compartimos
Para las actividades diarias de nuestros afiliados – informacion sobre su solvencia	No	No Compartimos
Para que nuetros afiliados lleven a cabo actividades comerciales	No	No Compartimos
Para que las empresas no afiliadas lleven a cabo actividades comerciales	No	No Compartimos
Preguntas?	Llamemos al (818) 856-4302	

