**Repossessions**

In order for a lender to repossess, or take back, the property: (1) it must be collateral for the loan and (2) you must have defaulted on your contract. Your rights and the lender’s rights when it comes to default are laid out in the contract you signed and in SC law. Usually, default includes the failure to make a payment on time or failing to keep insurance on a vehicle.

If you don’t make timely payments, the lender must send you a “Notice of Right to Cure” before repossessing the property. After the lender sends the notice you have twenty (20) days to make the missed payment(s).

Did you make the loan current by paying any missed payments within 20 days?

**YES**

The property will not be repossessed.

Remember:
You may not receive another Right to Cure notice, depending on your type of loan. (see below)

**NO**

Your lender can repossess the property and sell it to pay your loan. You could be responsible for paying any amount not repaid by selling the collateral.

A “Right to Cure” notice is not required before repossession if you:
(1) Are in default for any reason other than missing a payment; or
(2) Voluntarily surrender the collateral.

**CAUTION:** If you miss another payment, you will not receive any additional Right to Cure notices, unless you renew your account or it is a revolving account.

**Complaints**

If you have a problem with your lender, file a complaint with the lender’s home office. If you don’t receive the response you desire, file a complaint with the Department of Consumer Affairs using the information below.

### COMPANY OFFICE

Upstart Network Inc.
Attn: Compliance
P.O. Box 1503
San Mateo, CA 94403
1-855-438-8778 support@upstart.com.

### LENDER

Upstart Network Inc.
2950 S. Delaware Street, Suite 300
San Mateo, CA 94403
1-855-438-8778 support@upstart.com.

### LENDER’S OFFICE

www.Upstart.com

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**SC Board of Financial Institutions, Consumer Finance Division**

1205 Pendleton Street, Suite 306,
Columbia, SC 29201

803-734-2020

www.consumerfinance.sc.gov

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**SC Department of Consumer Affairs**

293 Greystone Blvd., PO Box 5757,
Columbia, SC 29250

www.consumer.sc.gov

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This pamphlet is meant to serve as a summary of your rights and responsibilities under this loan. It is not a complete review of the laws that apply. For more information on your rights, contact the South Carolina Department of Consumer Affairs.
What A Lender CAN’T Do

• Threaten use of force, violence or criminal prosecution against you.
• Contact you at work if you or your boss told them in writing not to do so.
• Communicate with you before 8:00 am or after 9:00 pm (without your permission).
• Tell anyone not signed on the contract that you have not paid.
• Put a notice about your debt on your door (unless it is sealed in a plain envelope).
• Swear or curse at you.
• Have money you owe taken out of your pay, or threaten to do so.
• Communicate with you many times in a short period of time.
• Pretend to be an attorney.
• Contact you if you are represented by an attorney and the lender is aware of this, unless the attorney fails to respond to the lender.

If you do not want a lender to contact you, send them a letter, certified mail return receipt requested, asking them to stop. Beware, that stopping all contact with the lender may force them to take legal action.