

# RETAIL INSTALLMENT ACCOUNT – APPLICATION AND DISCLOSURE



**Provider name:**

**Amount Requested:**

The person(s) signing below as an applicant and/or a co-applicant (collectively, the "Buyer") hereby applies to the provider of goods and services identified above (the "Provider") for a revolving/installment charge account (the "Account"). If this application for credit is approved, Buyer understands that the Provider will extend credit for specified goods and services under the terms of the Account Agreement attached to this application. Buyer acknowledges receipt of a completely filled in copy of this application and the Account Agreement, and agrees to be bound by the terms of the Account Agreement. Buyer certifies that the information set forth in this application is complete and accurate, and hereby **authorizes Provider and its agents to obtain a credit report and verify all credit information from any source whatsoever**. NOTICE: If you are married, you are entitled to open an Account separately. If individual credit is desired, omit the information in Co-Applicant Section. It is not required to include Alimony or Child Support if you do not wish it to be considered for this application.

<b>APPLICANT</b> (Please Print)		Driver's License #	Expires	Email Address	
Name (First Middle Last)		Date of Birth	Social Security No		
Present Address	City	ST	Zip	How Long? Yrs Mos	Best Phone
Previous Address (if less than 2 years at present address)	City	ST	Zip	Circle your type of HOME:	Current Rent or Mortgage Payment \$
Present Employer	Work Phone		How Long? Yrs Mos	Monthly Income 80	
Occupation or job title Now.					
Previous Employer (if less than 2y at present)	Previous Employer Phone		Supervisor	Other Monthly Income/ Source of Income	

<b>CO-APPLICANT</b> (Please Print)		Driver's License #	Expires	Email Address	
Name (First Middle Last)		Date of Birth	Social Security No.		
Present Address	City	ST	Zip	How Long? Yrs Mos	Home Phone
Previous Address (if less than 2 years at present address)	City	ST	Zip	Circle your type of HOME:	Current Rent or Mortgage Payment
Present Employer	Work Phone		How Long? Yrs Mos	Monthly Income	
Occupation or job title Now.					
Previous Employer (if less than 2y at present)	Previous Employer Phone		Supervisor	Other Monthly Income }	

**NOTICE TO BUYER: DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT AT THE TIME YOU SIGN IT. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE FULL AMOUNT DUE. BY SIGNING BELOW: 1) YOU AGREE TO BE RESPONSIBLE UNDER THE TERMS AND CONDITIONS OF THE CHARGE ACCOUNT AGREEMENT ATTACHED TO THIS APPLICATION, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF; and 2) YOU ACKNOWLEDGE RECEIPT OF A COPY OF THE CHARGE ACCOUNT AGREEMENT WHICH YOU WILL RETAIN FOR YOUR RECORDS. IF THE MEANING OF ANY PROVISION OF THIS AGREEMENT DIFFERS IN INTERPRETATION BETWEEN THE ENGLISH AND NON-ENGLISH VERSIONS, THE MEANING AS WRITTEN IN ENGLISH SHALL BE USED AS THE INTENDED MEANING.**

Signature of  Applicant <b>X</b> _____ Date _____	<b>FAX to 1-(877) 788-0711</b>  {ApplicationNo}
Signature of  Co-Applicant <b>X</b> _____ Date _____	
Signature of  Provider <b>X</b> _____ Date _____	

## CHARGE ACCOUNT AGREEMENT TERMS AND CONDITIONS

Buyer agrees that Provider may debit the Account for any goods and services (the "Services") purchased from Provider, which are evidenced by a sales slip or other memorandum signed or authorized by Buyer, for an amount equal to the Services purchased plus any fees, finance charges and other charges. Buyer agrees to repay all charges and fees debited to the Account in the manner provided in this Agreement.

Holder shall send Buyer a monthly periodic statement showing, as appropriate, recent transactions on the Account, the new balance and other pertinent information. Buyer may repay the full new balance or any part thereof at any time without penalty, except that the Buyer agrees to pay the minimum payment amount due each month as shown on each periodic statement. Buyer's billing cycle shall be 15th day of each month or such other day as determined by Provider in its sole discretion.

Provider shall calculate the periodic Finance Charge for each billing cycle as follows. First, the average daily balance for a billing cycle is calculated by first adding together the outstanding principal balance of the Account for each day of the billing cycle and then dividing the sum of these balances by the number of days in the billing cycle. Purchases are considered added to the principal balance of the Account on the date of purchase. Principal payments and other credits are deducted from the principal balance on the date they occur. The result of these calculations becomes the average daily balance ("Average Daily Balance") for that billing cycle.

The Average Daily Balance is then multiplied by a daily periodic rate ("Daily Periodic Rate") to determine the Finance Charge for each billing cycle. The Daily Periodic Rate is the Annual Percentage Rate ("APR") specified in the credit advance slip divided by 365. Unless specified differently in the credit advance slip, the APR shall be 19.9% corresponding to a Daily Periodic Rate of .00054521. The product of these computations will become the periodic Finance Charge for the billing cycle. The sum of the periodic Finance Charge for the billing cycle plus any other Finance Charge posted to the Account during the billing cycle will become the total Finance Charge for the billing cycle. Provider may, in its sole discretion, increase the Annual Percentage Rate from the contract Annual Percentage Rate by 2.0% if Buyer fails to pre-authorize automatic monthly debit payments directly from Buyers checking or credit card account(s). Cancellation of such pre-authorized payment processing shall cause the contract Annual Percentage Rate to be reinstated, at the sole discretion of Provider. In the event Buyer defaults on more than one payment required herein, Provider may, at its sole discretion, increase the APR for subsequent billing cycles by the greater of either: 1) 10 percentage points over the then APR or; 2) increase the APR to 29.9% .

In addition to the periodic Finance Charge, Provider will charge a one time (not annual) Setup Fee when the Account is opened in an amount determined by Provider in its sole discretion, which shall not exceed \$100.

The minimum monthly payment for each billing period shall be the lower of either: (i) the amount specified in the credit advance slip; or (ii) 5.0% of the outstanding balance. If the outstanding balance is less than \$50.00 during a billing cycle, it must be paid in full. Payments of more than the minimum monthly payment amount or additional payments may be made at any time, but shall not affect Buyer's obligation to pay succeeding monthly payments so long as any amount is owing on the Account. In the event Buyer exceeds the credit limit on the Account, Buyer will be required to pay the minimum payment due on the Account, plus the amount in excess of the credit limit.

Finance Charges are incurred during any billing period when the Average Daily Balance is greater than \$0. A Finance Charge on purchases charged will be incurred on the Average Daily Balance even if Buyer pays that amount in full on or before the payment due date shown on the periodic statement.

Buyer agrees to pay to Provider a security deposit in the amount specified in the credit advance slip. Buyer may elect to apply these funds to the amount outstanding when the total amount due on the Account is less than or equal to the amount of the security deposit. If Buyer does not elect to apply the security deposit, the security deposit will be returned to Buyer, without interest, upon payment of the Account in full. Provider may apply the security deposit, or such part thereof as is necessary, to the amount outstanding upon a default, under the terms of this Agreement.

Buyer agrees that Provider may make changes in the terms of this Agreement from time to time by written notice to Buyer in accordance with applicable state and/or federal law. Any change will be applicable to all outstanding balances as well as future balances, unless otherwise stated, where permitted by applicable law.

In the event of default of any payment, Buyer agrees to pay a delinquency charge in an amount equal to \$29.00, which shall be charged not more than once on each payment.

If any check Buyer gives Holder is returned by Buyer's bank because of insufficient funds in Buyer's account, Buyer agrees to pay a service charge of \$25.00 or, such other amount as may be permitted by law. And, Buyer hereby expressly authorizes Holder to electronically debit Buyer's account for the amount of the check plus a processing fee of \$25 or such other amount, as may be permitted by law.

**TIME IS OF THE ESSENCE! In the event of buyer's default to make any payment due under this Agreement, Provider may elect, at its sole option, to terminate the Account and declare the then outstanding balance immediately due and payable. Buyer, which includes all co-applicants on the Account, hereby authorizes Provider, without further action or delivery by the Provider or Buyer, to debit Buyers credit card(s) and/or Buyers checking account(s) for the delinquent amount or the then outstanding balance or any portion thereof by electronic means or any other means whatsoever. Information used for such debits may be obtained by Provider from any means whatsoever including, but not limited to; a) cancelled checks, b) previous electronic transactions, c) bank or other databases or d) information provided by the Buyer.**

Buyer agrees to pay all collection costs whether or not a lawsuit is filed including, but not limited to, travel and search expenses, reasonable attorney's fees and court costs allowable under applicable law. Buyer agrees to furnish to Provider all documentation as may be reasonably requested, including, but not limited to, proof of identity, proof of employment, and proof of income and that failure to do so upon request shall constitute a default under this Agreement.

Buyer agrees that the terms and conditions of this Agreement will also apply to anyone to whom the Provider transfers this Account or receivables related to this Account. This Agreement constitutes the entire agreement between Buyer and Provider and no oral modification hereof shall be valid. Provider shall have the right to increase, reduce or terminate Buyer's credit limit hereunder. If Buyer does not purchase Services using advances available under the Account for a period greater than sixty (60) days, the Provider may elect to terminate the Account and Buyer shall pay the then remaining outstanding balance due on the Account in the manner provided in this Agreement. Unless prohibited by the law of the state where Buyer resides this Agreement shall be governed by the laws of the State of California.

### NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE PROVIDER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## YOUR BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE)

THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OUR RESPONSIBILITIES UNDER THE FAIR CREDIT BILLING ACT.

### Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us but doing so will not preserve your rights.

### In your letter give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can why you believe there is an error.

If you need more information, describe the item you are not sure about.

### Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you or the amount you question including finance charges and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the question amount, even if your bill was correct.

### WAIVER OF RIGHTS UNDER CALIFORNIA VEHICLE CODE

In accordance with the provisions of California Vehicle Code 1808.22, Buyer waives the provisions of California Vehicle Code 1808.21. This authorizes Provider, its agents and assigns to obtain information from the California Department of Motor Vehicles (DMV). Buyer further authorizes the DMV to provide the information as lawfully may be requested by Provider, its agents and assignees.