

# ISPC REVOLVING CREDIT ACCOUNT DISCLOSURES

**THIS IS YOUR AGREEMENT. PLEASE READ IT AND KEEP IT FOR YOUR RECORDS.**

This ISPC Revolving Credit Account Agreement contains the terms and conditions of your ISPC Revolving Credit Account (called your "Account" in this Agreement). As used in this Agreement, the words "you" and "your" mean each person who applied for the Account and "we", "us" and "our" mean The Independent Savings Plan Company doing business as ISPC. This Agreement will be binding on both you and us if we approve your Application for an Account. You can use your Account to purchase goods, services, parts and repairs from participating ISPC retailers and directly from ISPC as well as cash advances up to the full amount of your credit limit. If more than one person signed the Application for your Account, each of you is responsible individually and together for all obligations and amounts due under this Agreement.

INTEREST RATES AND INTEREST CHARGES	
<b>ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES AND CASH ADVANCES</b>	7% to 18%. APR varies by state. See INTEREST CHARGE RATES paragraph below for more information.
<b>PENALTY INTEREST</b>	NONE
<b>PAYING INTEREST</b>	There is no grace period before we charge interest, except if required by applicable state law. We will begin charging interest on your purchases and cash advances starting on the date we fund your transaction.
<b>MINIMUM INTEREST CHARGE</b>	NONE

**HOW WE WILL CALCULATE YOUR BALANCE:** We use a method called "average daily balance (including new transactions)." See below in this Account Agreement for more details.

**BILLING RIGHTS:** Information on your rights to dispute transactions and how to exercise those rights is provided below in this Account Agreement.

**YOU PROMISE TO PAY:** You will owe us all amounts charged on the Account plus interest charges and the other charges as provided for in this Agreement. You promise to pay us for all amounts owed to us under this Agreement.

**INTEREST CHARGE RATES:** Interest is payable on your Account at the standard APR of **18%**, which is equal to a daily periodic rate of **.0493%** with the following exceptions: Arkansas APR of **17%** and daily periodic rate of **.0465%**; Nebraska APR of **16%** and daily periodic rate of **.0438%**; New Mexico and North Carolina APR of **15%** and daily periodic rate of **.0411%**; North Dakota APR of **7%** and daily periodic rate of **.0192%**; and Georgia APR of **17.5%** and a daily periodic rate of **.0479%**. The standard APR and daily periodic rate on your Account is the same for purchases and cash advances, although it may be different for purchases subject to special promotions.

In no event shall the amount of interest due or payable under this Agreement exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment includes any excess interest, then such excess sum shall be credited as a payment of principal in reduction of the balance due under your Account. Florida accounts are governed by Fla. Stat. § 655.954 and the parity provisions in Fla. Stat. § 687.12.

FEES	
<b>ACCOUNT MAINTENANCE FEE</b>	\$0 for initial 6 months. \$0 up to \$7 per month (\$84 annually) each year after that. This fee will not be charged in those states where it is prohibited. In those states where permissible, this fee will be charged in accordance with your state's law. Please see the paragraph below regarding your state's applicable provisions.
<b>ANNUAL FEE</b>	\$0 for the first year. Up to \$75 after that. Residents of states where the law prohibits or limits Annual Fees will be charged in accordance with their state law. Please see below.
<b>CASH ADVANCE FEE</b>	Up to \$10 or 5% of the amount of each cash advance, whichever is greater. This fee will not be charged in those states where it is prohibited. In those states where permissible, this fee will be charged in accordance with your state's law. Please see the paragraph below regarding your state's applicable provisions.
<b>TELEPHONE PAYMENT FEE</b>	Up to \$10. Residents of states where the law prohibits or limits Telephone Payment Fees will be charged in accordance with their state law. Please see below.
<b>PENALTY FEES: Late Payment</b>	Up to the greater of \$50 or 5% of the late payment.  Up to \$40.
<b>Returned Payment</b>	Residents of states where the law prohibits or limits Late Fees and Returned payment fees will be charged in accordance with their state law. Please see below.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Bureau of Consumer Financial Protection at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

**ACCOUNT MAINTENANCE FEES:** This fee will not be charged to Accounts in the following states: AL, CA, CO, IL, KY, LA, MD, MN, MO, MT, NJ, NM, NV, NY, OH, PA, TX, WA and WV. After the first 6 billing cycles, a monthly Account Maintenance Fee of \$7 may be charged on your Account in AZ, DE, IA, ID, IN, KY, ME, MI, MS, NE, NH, ND, OR, SD, UT, WI and WY, and \$5 in OK and VA. Your monthly Account Maintenance Fee in TN will be \$2.50 if your credit limit is more than \$1,250. In FL, GA, NC, and SC your Account Maintenance Fee will be \$5 and will be charged if your Annual Percentage Rate is not higher than 15%. If you are charged an Account Maintenance Fee, you will receive a credit against it of the lesser of \$5 (\$3 in FL, GA, NC, SC, OK and VA) or the amount of the Account Maintenance Fee applicable to your Account in any month in which a preauthorized ISPC AutoPay payment is made. If you are charged an Account Maintenance Fee, you will receive a credit against your Account Maintenance Fee of the lesser of \$2 or the amount of your Account Maintenance Fee in any month in which you choose to receive your billing statement online at [www.theispc.com](http://www.theispc.com) rather than your billing statements being mailed to you.

**ANNUAL FEES:** After the first 12 billing cycles of your Account, we may charge you an Annual Fee of \$25 on your Account. No annual fees will be charged to residents of AR, CA, IA, KY, LA, MI, MN, MT, ME, NJ, NM, OK, OR, SC, TN, WV, and WY. In OH, NV, and IL your Annual Fee will be \$20. In NC your Annual Fee will be \$24. In TX your annual fee will be \$75 if your credit limit exceeds \$5000, otherwise \$50. In FL, VA, and GA you will be charged an Annual Fee of \$25 if your Annual Percentage Rate is not higher than 15%. In MO and PA, your Annual Fee will be \$50. If your Account is not in default at any time during the 12 billing cycles prior to the billing cycle in which the Annual Fee is charged to your Account, you will receive a credit for the amount of your Annual Fee.

**LATE CHARGES:** If we do not receive a payment from you in at least the amount of your minimum payment due by the Payment Due Date shown on your billing statement, we may charge you a Late Payment Fee according to the amounts shown below. Grace periods vary by state and your applicable grace period, if any, will also show on your billing statement. Late Payment Fees will not be charged until the expiration of your applicable grace period. No Late Payment Fees will be charged prior to the first day of the month following your Payment Due Date.

LATE CHARGES BY STATE	
<b>5 Day Grace Period</b>	
TN	Greater of 5% of the unpaid amount of the installment or \$15
IA	\$15
NE, NH, OR, SD, WI	\$20
ND	\$5
VA	5% of the amount of the installment payment
MT	Greater of \$15 or 5% of the amount past due, not to exceed \$50.
ID, KY, MI	Greater of \$15 or 5% of the monthly payment due.
UT	Greater of \$30 or 5% of the delinquent unpaid amount of the installment.
MD	Greater of \$5 per month or 10% per month of payment amount past due.
<b>7 Day Grace Period</b>	
AZ	5% of monthly payment due
<b>10 Day Grace Period</b>	
IN	\$5
FL, NJ	\$10
CO, LA	\$15
GA	\$25
NY, IL	5% of the monthly payment past due
WV	5% of the monthly payment past due not to exceed \$15
SC	5% of the monthly payment past due not to exceed \$17.50
WA	10% of the monthly payment past due
MN	Greater of 5% of the amount of the monthly payment or \$7.80.
OK	Greater of 5% of the payment amount due or \$24
OH	Greater of 5% of the payment amount due or \$5
WY	Greater of 5% of the unpaid amount of the installment or \$10
TX	Lesser of \$15 or 5% of the monthly payment.
KS	Lesser of 5% of the payment due or \$25
<b>15 Day Grace Period</b>	
ME	\$10
PA	Greater of \$10 or 10% of each payment past due
MS	Greater of 4% of the amount of the delinquency or \$5
MO	Greater of 5% of each installment or minimum payment due or \$15, not to exceed \$50
<b>30 Day Grace Period</b>	
NC	\$5 on accounts having an outstanding balance of less than \$100 and \$10 on accounts having an outstanding balance of \$100 or more

**RETURNED PAYMENT FEES:** If any check or electronic payment is returned unpaid, subject to applicable law, you will pay a Returned Payment Fee of:

**SPECIAL PROMOTIONS:** From time to time special financing terms for purchases may be available, such as extended interest-free periods and incentive interest rates. This may be limited to purchases of specific goods from a participating merchant. Special promotions that may currently be available are explained below. Any specific special promotion relating to a purchase will be reflected on your charge slip.

**ACCEPTING PAYMENT:** We can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of our rights under this Agreement.

**CANCELLATION:** You may close your Account to future purchases at any time by notifying us in writing. We may close or suspend your Account to future purchases at any time without prior notice. Regardless of the expiration, closing or suspension of your Account, you remain responsible for paying the amount you owe us according to the terms of this Agreement.

**PAYMENT ALLOCATION:** We will apply your payments first to interest charges, then to any other fees with the remainder of your payment being applied to the unpaid balance of your Account. Any payment on the unpaid balance of your Account will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply payments in a different manner in certain situations, such as when your Account has a special promotion.

**CHANGE IN TERMS:** We may change the terms of this Agreement from time to time in the future as permitted by applicable law. We may add terms, remove terms, or change existing terms, including the annual percentage rate. We will give you notice of any changed terms as required by applicable law.

**SECURITY INTEREST:** YOU GRANT US A PURCHASE MONEY SECURITY INTEREST IN ALL GOODS PURCHASED THROUGH YOUR ACCOUNT, AND ITS PROCEEDS, INCLUDING INSURANCE PROCEEDS (THE "COLLATERAL"). OUR SECURITY INTEREST IN THE COLLATERAL CONTINUES UNTIL THE GOODS ARE PAID FOR AND THE ACCOUNT IS CLOSED. YOU AUTHORIZE US TO FILE OR RECORD (AND TO SIGN FOR YOU IF NECESSARY) ANY FINANCING STATEMENTS OR OTHER DOCUMENTS WE DEEM NECESSARY TO PERFECT AND PROTECT OUR SECURITY INTEREST IN THE COLLATERAL, INCLUDING A FIXTURE FILING UNDER THE UNIFORM COMMERCIAL CODE. TO THE EXTENT THE COLLATERAL IS OR IN THE FUTURE MAY BE DEEMED TO BE A FIXTURE, OUR SECURITY INTEREST ONLY EXTENDS TO THE COLLATERAL. THIS MEANS THAT OUR SECURITY INTEREST IN THE COLLATERAL IS NOT, AND WILL NOT BE, A SECURITY INTEREST OR LIEN UPON YOUR DWELLING, WHERE THE COLLATERAL IS LOCATED. YOU AGREE THAT YOU WILL NOT REMOVE OR RELOCATE THE COLLATERAL WITHOUT OUR PRIOR WRITTEN APPROVAL. YOU WILL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE COLLATERAL OR YOUR DWELLING, WHERE THE COLLATERAL IS LOCATED, AS A RESULT OF YOUR REMOVAL OR RELOCATION OF THE COLLATERAL.

**NOTICE OF YOUR CHANGES:** You agree to give us prompt notice of any change in your name, mailing address or telephone number or place of employment. Until we receive notice of your new address, we may continue to send billing statements and other notices to the address you gave us on the Application for this Account.

**DEFAULT:** You agree that you will be in default if: (a) you fail to pay the minimum payment by the payment due date; (b) you fail to perform any of your other obligations provided in this Agreement; (c) you become bankrupt or insolvent; (d) you die or are declared incompetent; or (e) you provided us false or misleading information relating to your credit application or Account.

**REMEDIES:** You agree that upon your default, we may close your Account to future purchases and demand immediate payment of your entire Account owed by applicable law. In addition, you agree that we shall have all the rights of a secured creditor under the Uniform Commercial Code and other applicable law with respect to your Collateral. You agree to pay any expenses incurred in connection with the enforcement of our remedies upon default, including, without limitation, (a) repossession, repair and collection costs, and (b) our reasonable attorney fees, arbitration and court costs, and related fees to the extent permitted by applicable law.

**ELECTRONIC DISCLOSURE:** You agree that any notices and disclosures related to your Account can be delivered to you in printed form or by electronic means if you provided an electronic mail address to us when you applied for your Account or at a later date. Until we receive notice of a new electronic mail address, we may continue to send such notices and disclosures to the electronic mail address you most recently provided to us.

**YOUR TELEPHONE NUMBER; E-MAIL:** You expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Account, at any telephone number, physical or electronic address you provide, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means). All signatories to this Agreement agree we may contact them in any way, including SMS messages (text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You certify, warrant, and represent that the telephone numbers provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers have provided to us. You agree to notify us whenever you stop using a particular telephone number. Standard text messaging and/or calling charges may apply. We may also contact you by email using the email address that you provide to us. The Parties agree that this is a bargained-for exchange and, subject to applicable law, this consent may not be revoked without written agreement of both parties.

**ERRORS IN CREDIT REPORTING INFORMATION:** We may report information about your Account to credit reporting agencies. If you believe we have reported inaccurate information about you to a credit reporting agency, please contact us by mail at ISPC, 1115 Gunn Highway, Suite 100, Odessa, FL 33556 or by fax at 813-403-5050 and identify the inaccurate information and tell us why you believe it is incorrect.

### RETURNED PAYMENT FEES BY STATE

NV	\$10 or the amount of charges imposed on us.
MS, VA	\$15
MD	\$15 for payment made with a check that is dishonored on the second presentment.
IA, ID, NJ, NY, OH, UT	\$20
CO, IL, IN, MI, MO, NC, NH, OK, WV	\$25
AZ, DE, ME, NE, WA, WI, AR, KS, MN, SC, TN, TX, WY	\$30
ND, OR	\$35
SD	\$40
FL	Bank fees actually incurred plus a service charge of \$25 if the face value does not exceed \$50; \$30 if the face value exceeds \$50 but does not exceed \$300; \$40 if the face value exceeds \$300; or 5% of the face value of the payment instrument, whichever is greater.
LA	Greater of \$25 or 5% of the amount of the instrument.
KY	Greater of \$25 or the amount passed on from other financial institutions.
GA	Greater of \$30 or 5% of the amount of the instrument.
NM, PA	We preserve our civil remedies under state law.

**USE OF ACCOUNT:** You can use your Account to pay for your purchase of goods and services as well as cash advances on your Account as long as (1) you are not in default, (2) your financial condition has not materially or adversely changed, (3) we have not been provided information by third parties that indicates serious charge-offs or delinquencies on your accounts with other creditors, and (4) the transaction will not result in your credit limit being exceeded.

**CREDIT LIMIT:** Your Account credit limit will be shown on every billing statement. We may increase your credit limit at our sole discretion or decrease it at any time, without prior notice to you if you do any of the following: default on your Account, join a credit counseling service, file for bankruptcy or your home is being foreclosed upon, tell us that you intend to not make your payments, request to modify our terms, place our security interest in question or your credit score is reduced.

**CASH ADVANCES:** If cash advances are available in your state, you may request a cash advance by either going to our secure website at [www.theISPC.com](http://www.theISPC.com) or calling us at 1-800-345-4772. Requested cash advances will be funded by our either electronically depositing the cash advance into your designated bank account by an automated clearing house transfer (ACH) or sending you a check. Cash advances are subject to limitations on maximum amount and frequency, and additional fees as follows: In TX, fees will be \$2 or 2% of the cash advance, whichever is greater. In all other states, where allowed by state law, fees will be \$10 or 5% of the cash advance, whichever is greater.

**BILLING STATEMENT:** We will send you a billing statement each month that there is activity on your Account. Your billing statement will show pertinent information about your Account.

**PAYMENT:** You must pay at least the total minimum payment due on your account by 5:00 p.m. (Eastern Time) on the due date of each billing cycle. Payments received after 5:00 p.m. (Eastern Time) will be credited as of the next day. You may at any time pay your entire unpaid balance or pay more than the minimum payment due on your Account. This will reduce your interest charges. If your payment due date falls on a date that we do not receive or accept payments by mail (including weekends and holidays), then we will not treat the payment received the next business day as late. All payments must be drawn on U.S. dollars on deposit in the United States. Payments must be sent to us at the address designated on your billing statement.

**ISPC AUTOPAY:** You can choose to make your payments by using ISPC AutoPay. There is no charge for using ISPC AutoPay. You can sign up for ISPC AutoPay now by completing the attached ISPC AutoPay Authorization. You can also sign up for ISPC AutoPay at any time that your Account is in effect by going to ISPC's website at [www.theISPC.com](http://www.theISPC.com) or by contacting ISPC Customer Service at 1-800-345-4772. You can cancel your ISPC AutoPay Authorization at any time. If you use ISPC AutoPay, your Account Maintenance Fee may be reduced as explained above.

**INTEREST CHARGE CALCULATION:** We figure the amount of your interest by applying the applicable daily periodic rate to the average daily balance of your account. We then multiply the result by the number of days in the billing cycle. A separate daily balance is calculated for purchases, cash advances and balances subject to different APRs and special promotions.

To get the "average daily balance", we take the beginning balance of your account each day in the billing cycle, add any new purchases, cash advances and other debits (other than late fees, returned payment fees, monthly maintenance fees, annual fees and other fees) and subtract payments or credits. This gives us the daily balance. Purchases and cash advances are added to the daily balance as of the date we fund the transaction. Then, we add up the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Minimum Payment. Your minimum payment will be equal to the sum of:  
1. The greater of: (a) \$35, (b) 2% of the highest balance on your Account since it was last zero, or (c) your entire New Balance shown on your billing statement, if it is \$35 or less; **PLUS**  
2. Any Account Maintenance Fee; **PLUS**  
3. Any amount past due.

Your minimum payment may be calculated differently to the extent a portion of your balance is subject to a special promotion.

**GOVERNING LAW:** The law of the state in which you reside that is listed on your Application for your Account will apply to this Account Agreement, even if you move to another state in the future. However, the law of the state in which any Collateral is located will apply to our rights in that Collateral, including recovery of that Collateral.

**ENTIRE AGREEMENT:** This Agreement supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the account. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect. This Agreement may not be modified orally.

**ENFORCEABILITY:** If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**DELAY IN ENFORCEMENT IS NOT WAIVER:** Our rights under this Agreement will not be prejudiced by any delay in exercising them or by any other act done or omitted by us which but for this clause might have been deemed a waiver of such rights nor will any exercise of any such right preclude any further exercise of such right or any other right.

**WAIVER OF JURY TRIAL: EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

#### **ARBITRATION**

IF YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, THE FOLLOWING ARBITRATION AGREEMENT DOES NOT APPLY TO YOU.

PLEASE READ THESE PROVISIONS CAREFULLY. THEY PROVIDE THAT ANY DISPUTE, EXCEPT FOR DISPUTES INVOLVING DAMAGES OR EQUITABLE CLAIMS IN COURTS OF LIMITED JURISDICTION FOR AMOUNTS NOT EXCEEDING \$15,000 OR EXCLUDED CLAIMS (defined below), MUST BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR COLLECTIVE OR CONSOLIDATED PROCEEDINGS. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE ARBITRATOR'S DECISION IS FINAL AND BINDING. ARBITRATION PROCEEDINGS ARE SIMPLER AND MORE LIMITED THAN COURT PROCEEDINGS.

**AGREEMENT TO ARBITRATE:** Any disputes, claims, or controversies arising out of or in any way related to this Agreement or the breach thereof, including any disputes, claims, or controversies related to the applicability, interpretation, validity, or enforcement of this Agreement to Arbitrate (the "Arbitration Agreement"), shall be resolved through mandatory, binding arbitration.

**EXCLUDED CLAIMS:** Despite this Arbitration Agreement, either party retains the right to seek relief for damages or equitable relief in a court of limited jurisdiction for amounts not exceeding \$15,000. Also excluded from arbitration are lawful self-help remedies we may exercise, such as repossession of collateral, as well as garnishment and/or replevin. You may assert any valid defenses to any Excluded Claims, but any claim or counterclaim, cross-claim, third-party claim, or other claim you may have for damages or equitable relief exceeding \$15,000 must be arbitrated. Any exercise of self-help or judicial remedies described in this section shall not be deemed a waiver of our right to arbitrate.

**INITIATING ARBITRATION:** In order to start arbitration, either party must first notify the other in writing that it wishes to arbitrate a dispute. This notification must briefly explain the dispute, specify the amount of money involved, and state what relief is being sought (the "Claim"). The Claim will then be referred to Judicial Arbitration and Mediation Services, Inc. (JAMS) ([www.jamsadr.com](http://www.jamsadr.com)), or the American Arbitration Association (AAA) ([www.adr.org](http://www.adr.org)), at the option of the party first electing arbitration. Claims also may be referred to another arbitration organization if you and we agree in writing, if either JAMS or AAA decline to process the arbitration proceeding, or in any other event to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). You and we agree that the FAA applies to this Arbitration Agreement and shall be interpreted in the broadest way the law will allow.

**PROHIBITION AND WAIVER OF CLASS ACTIONS AND CONSOLIDATED ACTIONS:** There shall be no right or ability for any claims or matters within the scope of this Agreement or this Arbitration Agreement to be arbitrated or litigated on a class-wide, consolidated, or collective basis, which prohibition and waiver extends to any actions brought for damages or equitable claims in a court of limited jurisdiction for amounts not exceeding \$15,000. Additionally, the claims of more than one person may not be arbitrated or litigated jointly or consolidated with any other individual's claims.

**ARBITRATION PROCEDURES:** This Arbitration Agreement is governed by the FAA. The Claim will be resolved pursuant to this Arbitration Agreement and the rules then in effect at AAA or JAMS, or the other selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement.

Both you and we agree to the use of a single arbitrator, preferably through mutual agreement. If agreement cannot be reached on the selection of an arbitrator, you and we agree that the selection will be made by the arbitra-

tion organization being utilized. The arbitrator will apply the substantive law, statutes of limitation, and privileges deemed applicable to the dispute. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Except as described in the Prohibition and Waiver of Class Actions and Consolidated Actions, the arbitrator may award any relief otherwise available in court. The arbitration will be confidential, but you may notify any governmental authority of your claim, if you deem that appropriate. The arbitrator's award will be final and binding, except for any right of appeal provided under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

For any arbitration hearing requested, it will be held at a location that is reasonably convenient to you and us, with due consideration of the parties' ability to travel and other pertinent circumstances. If you and we cannot agree on a location, the determination shall be made by the arbitration organization or arbitrator selected to resolve the dispute.

**ARBITRATION FEES, ATTORNEY'S FEES, AND COSTS:** Subject to applicable law, you will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. The prevailing party shall be entitled to recover reasonable attorney's fees, with the arbitrator making the determination as to which party prevailed and what amount of attorney's fees is reasonable.

**SEVERABILITY:** This Arbitration Agreement will survive the termination of this Agreement. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a court or tribunal of competent jurisdiction, then such part or parts shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect.

**FLORIDA ACTIONS AND ARBITRATIONS:** Attorney's Fees. For any Excluded Claims or for any arbitration commenced within the state of Florida, venue shall be proper only in Hillsborough or Pasco Counties. The prevailing party in any such action or arbitration shall be entitled to have their reasonable attorney's fees and costs paid by the other party.

**SPECIAL PROMOTION PLANS:** Special promotion plans that currently may be available for purchases are listed below. However, limitations apply. These special promotion plans may not be available from time to time or may not be offered for purchases from all merchants. Other special promotion plans may be available from time to time. If an Account that includes one or more purchases subject to a special promotion plan becomes 60 days or more past due, then all special promotions shall terminate and the entire unpaid balance of the Account will be subject to the regular terms and conditions in this Account Agreement (Code REG). Purchases subject to SUNWISE special promotion plans may be divided into more than one balance and may be treated similarly as more than one purchase. Not all promotions are available in every state.

**13.99% APR/REDUCED MINIMUM PAYMENT:** The APR on your purchase is reduced to 13.99% (.0383% daily rate) and the minimum payment is reduced to 1.5% of the highest balance on your Account since it was last zero. All other regular terms and conditions in the Account Agreement apply. (Code 1399)

**9.9% APR/REDUCED MINIMUM PAYMENT:** The APR on your purchase is reduced to 9.9% (.0271% daily rate) and the minimum payment is reduced to 1% of the highest balance on your Account since it was last zero. All other regular terms and conditions in the Account Agreement apply. (Code 991)

**8.9% APR/REDUCED MINIMUM PAYMENT:** The APR on your purchase is reduced to 8.9% (.0244% daily rate) and the minimum payment is reduced to 1.25% of the highest balance on your Account since it was last zero. All other regular terms and conditions in the Account Agreement apply. (Code 8912)

**NO PAYMENTS FOR 3 MONTHS:** No payments will be due on your purchase until 3 months after the date we fund your purchase. Interest is being charged during this deferment period. Thereafter, your purchase will be subject to the regular terms and conditions in the Account Agreement. This plan may be added to the following other plans by adding "-3" to the Code: REG, 1399, 991, 8912.

**NO PAYMENTS FOR 6 MONTHS:** No payments will be due on your purchase until 6 months after the date we fund your purchase. Interest is being charged during this deferment period. Thereafter, your purchase will be subject to the regular terms and conditions in the Account Agreement. This plan may be added to the following other plans by adding "-6" to the Code: REG, 1399, 991, 8912.

**NO INTEREST/PAYMENTS FOR 180 DAYS:** No interest will be charged and no payments will be due on your purchase until 180 days after the date we fund your purchase. Thereafter, your purchase will be subject to the regular terms and conditions in the Account Agreement. This plan may be added to the following other plans by adding "-6NN" to the end of the Code: REG, 1399, 991, 8912.

**6.9% APR/REDUCED MINIMUM PAYMENT:** For 12 months after the date we fund your purchase the APR on your purchase is reduced to 6.9% (.0189% daily rate) and the minimum payment is reduced to 1% of the highest balance on your Account since it was last zero. Thereafter, your purchase will be subject to the 1399 promotional plan terms and conditions in the Account Agreement. The code for this combined plan is 1399-691.

**0% APR FOR 1 YEAR:** The APR on your purchase is reduced to 0% (.000% daily rate) for 12 months after the date we fund your purchase and the minimum payment is increased to 8.34% of the highest balance on your Account since it was last zero. All other regular terms and conditions in the Account Agreement (including the APR after 12 months) apply. (Code 0834)

**0% APR FOR 3 YEARS:** The APR on your purchase is reduced to 0% (.000% daily rate) for 36 months after the date we fund your purchase and the minimum payment is increased to 2.78% of the highest balance on your Account since it was last zero. All other regular terms and conditions in the Account Agreement (including the APR after 36 months) apply. (Code 0278)

**SUNWISE (430) DELAYED PAYMENTS AND ACCRUED INTEREST:** Payments toward your purchase shall not be required until after the Expiration Date of the delayed payment period. The Expiration Date shall be April 30th of the calendar year immediately after the calendar year that your purchase is installed. Interest shall accrue from the beginning of the delayed payment period and shall be applied to your Account after the Expiration Date. If your purchase is paid before or by the Expiration Date, no accrued interest shall be added to your balance. (Code 430SW)

**SUNWISE (365) DELAYED PAYMENTS AND ACCRUED INTEREST:** Payments toward your purchase shall not be required until after the Expiration Date of the delayed payment period. The Expiration Date shall be 12 months after the date we fund your purchase. Interest shall accrue from the beginning of the delayed payment period and shall be applied to your Account after the Expiration Date. If your purchase is paid before or by the Expiration Date, no accrued interest shall be added to your balance. (Code 365SW)

**SUNWISE 8.8% APR/REDUCED MINIMUM PAYMENT:** The APR on your purchase is reduced to 8.8% (0.0241 daily rate) and the minimum payment is reduced to 0.8% of the highest balance on your Account since it was last zero. All other regular terms and conditions in the Account Agreement apply. (Code 88SW)

**NOTICE TO SOUTH DAKOTA RESIDENTS:** Any improprieties in making this loan or loan practices may be referred to the South Dakota Division of Banking, South Dakota Department of Labor and Regulation, 1601 N. Harrison Avenue, Suite 1, Pierre, SD 57501, Phone: 605.773.3421

**NOTICE TO TEXAS RESIDENTS:** For questions or complaints about this loan, contact ISPC at 1-800-345-4772 ext. 1816 or at [www.theispc.com](http://www.theispc.com). The lender is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [www.occc.texas.gov](http://www.occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

**MILITARY LENDING ACT:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged and any participation fee charged (other than certain participation fees for a credit card account). You may also obtain an oral disclosure by calling 1-800-345-4772 ext. 1816.

#### **YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement or if you need more information about a transaction 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 occurred) at:

ISPC  
Attention: Customer Service Department  
1115 Gunn Highway, Suite 100  
Odessa, FL 33556

You may also contact us on the Web: [www.theispc.com](http://www.theispc.com) You may telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- **ACCOUNT INFORMATION:** Your name and account number.
- **DOLLAR AMOUNT:** The dollar amount of the suspected error.
- **DESCRIPTION OF PROBLEM:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. **To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.**

#### **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 for 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 questioned amount, even if your bill was correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

ISPC  
Attention: Customer Service Department  
1115 Gunn Highway, Suite 100  
Odessa, FL 33556

[contactus@theispc.com](mailto:contactus@theispc.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.