Fortiva

Unique Approval Code: _____

CREDIT AGREEMENT

NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**0% introductory APR for 12 months.** **After that, your regular APR will be 18%**
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on your account if you pay your entire balance by the due date each month.

Fees	
Transaction Fees	**None**
Penalty Fees **Late Payment Fee** **Returned Payment Fee**	 **Up to $15** **Up to $20**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)."

Loss of Introductory APR: We may end your introductory APR and apply the regular Purchases APR if you make a late payment.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

GENERAL This Credit Agreement ("Agreement") governs the use of your revolving credit account (your "Account"). In this Agreement and in your monthly billing statement ("Statement"), "we," "us" and "our" refer to Mid America Bank & Trust Company, including, as applicable, our successors, assignees and representatives. "You," "your" and "Buyer" refer to the person who applied and was approved for the Account and, as appropriate, all persons authorized to use the Account. "Application" refers to any (i) written or electronic application that you signed or otherwise submitted for this Account or (ii) oral request for credit resulting in this Account. "Card" refers to any credit card or other credit access device that we issue to you. Your Application, any Card carrier, any other written documents (including any electronic record) evidencing any transactions made under your Account and any notices that we send to you with your Agreement are part of and incorporated into this Agreement. Please read and keep these documents for your records. This Agreement begins on the earlier of (a) the date we finally approve your Application for credit or (b) the first date that we extend credit to you or someone authorized by you on your Account.

USING YOUR ACCOUNT You may use your Account from time to time to finance purchase transactions made at participating schools or merchants ("Purchases") up to any credit limit we may establish for you (your "Credit Line"). This is the only way you may use your Account. Any use of your Account number to obtain credit will be considered a use of your Account.

SPECIAL PAYMENT PLANS We may from time to time offer you special promotional terms that modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). The provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided in this Agreement or under the Special Payment Plan offering. We may terminate your participation in any Special Payment Plan if you are in default under this Agreement, subject to any limitations of applicable law. Default includes, but is not limited to, any payment delinquency whether or not such delinquency relates to a Special Payment Plan. In the event of termination of your participation in any Special Payment Plan: (i) each

remaining balance will not be treated as a Special Payment Plan Purchase and will be subject to the standard provisions applicable to such Purchase and (ii) interest that has accrued from the date of purchase on a Special Payment Plan balance, if any, may be added to your Account, subject to any limitations of applicable law.

PROMISE TO PAY You agree to be bound by the terms and conditions of this Agreement. You promise to pay for all Purchases and all other amounts owed to us under the terms of this Agreement.

YOUR CREDIT LINE You agree not to use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Line. If you exceed your Credit Line, you must pay us the excess amount promptly. We reserve the right not to increase your available credit by the amount of any payment received for a period of four (4) business days from the date of receipt to provide for processing and/or verification. Your Account represents a continuing offer to extend further credit to you which may be withdrawn at any time. We reserve the right to change (to set, increase, decrease or remove) the Credit Line for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your Credit Line may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Line, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make automatic payments, if applicable.

If finally approved for an Account, your initial Credit Line will be provided to you upon approval. Your current Credit Line can be found on your Statement or provided upon request. ***We do not accept Credit Line increase requests.***

DEFAULT Unless prohibited by applicable law, you will be in default under this Agreement if you: (i) do not make at least the Minimum Payment on or before the Payment Due Date; (ii) exceed your Credit Line without permission; (iii) tender a check or money order in payment of your Account and that payment is returned to us unpaid for any reason; (iv) become subject to bankruptcy or insolvency proceedings; (v) become subject to attachment or garnishment proceedings; (vi) give us any misleading, false, incomplete or incorrect information or false or fraudulent signature; (vii) die; or (viii) fail to comply with any term of this Agreement or any other agreement that you have with us. Subject to any notice of default and right to cure or other limitation of applicable law, if you are in default, we may, in addition to any other rights that we may have under this Agreement: (a) reduce your Credit Line or cancel your Account; (b) require you to pay your entire Account balance (including accrued but unpaid interest and any other fees and charges provided for in this Agreement) immediately; and/or (c) bring an action to collect all amounts owed.

You agree to pay, to the greatest extent not prohibited by law, our reasonable attorneys' fees and any collection costs and disbursements and court fees related to the collection of your Account.

CANCELLATION We may cancel your Account, refuse to allow further transactions, offer credit on different terms or adjust the amount of credit available to you at any time, with or without cause, subject to applicable limitations of law. We may terminate further transactions on your Account without notice if you change your address to a jurisdiction in which we do not make credit available at that time. You may close your Account by writing to us at Account Services, P.O. Box 105555, Atlanta, GA 30348-5555. The terms of this Agreement will continue to apply to any balance you owe us until you have paid everything you owe, including any charges and interest due. ***Account cancellation may adversely affect your credit history.***

STATEMENTS We will send you a Statement for each monthly billing cycle in which (i) the balance of your Account (including unpaid Purchases, interest and other fees and charges) on the last day of that billing cycle (the "New Balance") is greater than $1 (debit or credit); (ii) we impose interest or a fee; (iii) there is any other activity on your Account or (iv) as otherwise required by applicable law. Your Statement will show, among other things, the total minimum payment you must make during the billing cycle (the "Minimum Payment") and the date that the Minimum Payment is due (the "Payment Due Date").

PAYMENT REQUIREMENTS AND CREDITING

Minimum Payment You agree to pay at least the Minimum Payment shown on your Statement by the Payment Due Date shown on the Statement. **You may at any time pay off your entire balance in full or more than the Minimum Payment due without incurring any additional charge.** We reserve the right to change your Minimum Payment requirement from time to time. For the first [X] billing cycles, the Minimum Payment due each month will be [$XX]. Thereafter, the Minimum Payment due each month will be [$ XX]. If your New Balance is less than your Minimum Payment, your New Balance is due in full. You may at any time make additional payments without penalty.

Application of Payments We may apply your payments in the order we choose from time to time, subject to applicable law.

Instructions for Mailed Payments If you pay by check or other written instrument, all payments, except disputed amounts, must be mailed or delivered to us at the address for payments shown on your Statement. Payments received at the address on the payment coupon by 5:00 p.m. Eastern Time, Monday through Friday (except legal holidays) will be credited to your Account as of the date received. Payments must be received with the payment coupon (bottom portion) of your Statement in the enclosed return envelope. If payments are received at any other location or without your payment coupon, crediting of those payments to your Account may be delayed. **Payments must be made to Payment Processing, P.O. Box 105096, Atlanta, Georgia 30348-5096, or any other address designated by us.**

Postdated Checks, Restrictive Endorsement Checks and Other Disputed or Qualified Payments We may accept late, postdated or partial payments without losing any of our rights under this Agreement. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restrictive endorsement checks (including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to Dispute Resolution, P.O. Box 105374, Atlanta, GA 30348-5374.**

INTEREST

Interest Rate When your Account has an outstanding balance, we will assess interest using a monthly periodic rate of interest. The monthly periodic rate is determined by dividing the annual percentage rate ("APR") by 12. An Introductory monthly periodic rate will apply to your Account for twelve months, unless ended early because of default. The Introductory monthly periodic rate is 0% (corresponding APR of 0%), and the regular Purchases monthly periodic rate is 1.5% (corresponding APR of 18%). We may end your Introductory APR and apply the regular Purchases APR if a required minimum payment remains unpaid for 60 days.

Balance Subject To Interest We figure the interest charge on your Account by applying the periodic rate to the "average daily balance" of your Account. To get the "average daily balance" we take the beginning balance of your Account each day, add any new purchases and fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all 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."

When Interest Begins To Accrue Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest if you pay your entire balance by the due date each month.

Deferred Interest Balance. If you make a Purchase under a Deferred Interest Plan, to avoid interest you must pay the total Purchase amount (that is subject to deferred interest) before the end of the promotional period. Unless otherwise stated, interest will accrue at your regular APR. If you do not pay your total Purchase amount in full, then we will add to your Account the amount of interest that has accrued from the date of purchase through and including the last day of the promotional period (the deferred interest).

FEES

Late Payment Fee If you fail to make a timely payment, you agree to pay a Late Payment Fee of $15 for payments that are over 15 days late.

Returned Payment Fee If any payment you make is dishonored or returned, you agree to pay a Returned Payment Fee of $20 if rejected for stopped payment.

CONSENT TO RECEIVE ELECTRONIC DISCLOSURES When you applied for your Account, you agreed to receive electronic notices and disclosures in connection with your Account at the electronic mail address that you provided in your Application. As a result, we may send notices concerning the availability of Statements and other notices and disclosures to that electronic mail address or any updated electronic mail address that you provide to us in writing. If you choose to receive notices and disclosures by postal mail instead, then you agree to provide us with an updated postal address in a timely manner to allow us to comply with any applicable requirements of law.

MONITORING AND RECORDING To ensure that you receive quality service, you agree that we may record all phone calls. These calls, between you and our representatives, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.

COMMUNICATING WITH YOU; CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Notice in effect from time to time. No such contact will be deemed unsolicited. To the greatest extent not prohibited by applicable law, we may (i) contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you may provide to us from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to your telephone. You may contact us at any time to ask that we not contact you using any one or more methods or technologies. You may also avoid certain kinds of contacts by using the Opt Out Form attached to our Privacy Notice.

NOTICE OF CHANGES IN YOUR ELECTRONIC MAIL OR OTHER ADDRESS, OR YOUR TELEPHONE NUMBER You agree to notify us promptly of any change in your electronic mail address, your postal address, and primary telephone number by writing to us at Account Services, P.O. Box 105555, Atlanta, GA 30348-5555 or by calling us at 1-800-710-2961.

CHANGES IN TERMS We may, at any time in accordance with this Agreement and applicable law: (i) terminate this Agreement; (ii) terminate your right to take future purchases; (iii) change your Credit Line; or (iv) add new terms or delete or change any terms and conditions of this Agreement relating to your Account (including changing from a non-variable to a variable periodic rate, increasing any rate of interest, increasing or adding fees or charges, changing the method of computing the balance upon which interest is assessed or changing the date upon which interest begin to accrue). Changes that are favorable to you may be made at any time without prior notice. Changes in terms may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Line on your Account with us, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make your automatic payments, if applicable.

When required by applicable law, we will provide you with written notice of a new or deleted term or change in terms. No new term or change in the terms of this Agreement will affect your obligation to pay all amounts owing under this Agreement.

ASSIGNMENT; TRANSFER We may assign your Account to any other person. We may sell, assign or transfer all or any portion of your Account and all or any portion of our rights under this Agreement without prior notice to you. You may not sell, assign or transfer any of your Account.

CREDIT REPORTS AND INFORMATION

Credit Reports You authorize us to make or have made any credit, employment or other investigative inquiries we deem appropriate to renew, review or collect amounts owed to us on your Account. We also may obtain follow-up credit reports on you for any lawful purpose as long as you have an outstanding balance.

Information Sharing You acknowledge and agree that we may share information about you with others in accordance with our Privacy Notice (a copy of which we will provide to you and may be obtained from www.fortivaservicing.com as it is in effect from time to time).

Notice of Inaccurate Information If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Account Services, P.O. Box 105555, Atlanta, GA 30348-5555.

ARBITRATION PROVISION (AGREEMENT TO ARBITRATE CLAIMS)

Except as otherwise stated below, if you or we so choose, any Claim (as defined below) will be resolved by binding arbitration pursuant to (a) this Arbitration Provision and (b) the Code of Procedure of the national arbitration organization to which the Claim is referred (as in effect when the Claim is filed). Claims will be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. Streamlined arbitration procedures will be used if available. If a selection by us of one of these organizations is unacceptable to you, you have the right, within 30 days after you receive notice of our election, to select the other organization listed to serve as arbitration administrator. For purposes of this Arbitration Provision, "Claim" means any claim, dispute or controversy (whether in contract, tort, or otherwise), past, present or future, (collectively, "Claims") as further described below. (If for any reason a selected organization cannot, will not or ceases to serve as an arbitration administrator, you or we may substitute another widely recognized arbitration organization that uses a similar code of procedure and is mutually acceptable to the parties.)

Right To Reject Arbitration. **You may reject this Arbitration Provision. If you do so, neither you nor we will have the right to engage in arbitration.** Rejecting this Arbitration Provision will have no effect on any of the other provisions in this Agreement. To reject this Arbitration Provision, you must send us your written rejection within 60 days after we open your Account, or 60 days after any change in terms that affects this Arbitration Provision, to Account Services Dispute Resolution, P.O. Box 105096, Atlanta, GA 30348-5096; ATTN: Consumer Credit Arbitration. In your letter, you must give us the following information: Name, Address and Account number. The right to reject granted here applies solely to this Arbitration Provision, and not to any other provision of this Agreement, or to any other agreement with us. In the event of a dispute over whether you have provided a timely rejection notice, you must provide proof of delivery. Neither party may elect to arbitrate an individual Claim brought in small claims court (or your state's equivalent court, if any). However, if a Claim that is brought in small claims court is transferred or appealed to a different court, either party may elect arbitration.

Significance of Arbitration; Limitations and Restrictions. **IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED (ii) ENGAGE IN PRE-ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Except as set forth below, the arbitrator's decision will be final and binding.** Only a court may decide the validity of items (iii) and (iv) above. If a court holds that items (iii) or (iv) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (iii) and (iv)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision. The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone, or a party may request a telephonic hearing if permitted by applicable rules. The exchange of non-privileged information relevant to the Claim, between the parties, is permitted and encouraged. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim.

Broad Meaning of "Claims." The term "Claims" in this Arbitration Provision is to be given the broadest possible meaning and includes (by way of example and without limitation) Claims arising from or relating to (i) the application for or issuance of your Account, (ii) use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement, (iii) advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us from, or reported by us to, credit reporting agencies or others, (iv) Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from your Account or this Agreement and (v) Claims regarding the validity, enforceability or scope of this Arbitration Provision or this Agreement.

Arbitration Procedure and Costs. For a copy of relevant codes of procedure, to file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or

info@jamsadr.com, http://www.jamsadr.com, 1-800-352-5267; or (ii) for AAA, 1633 Broadway, 10th Floor, New York, NY 10019 or websitemail@adr.org, http://www.adr.org, 1-800-778-7879. If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration. Any physical arbitration hearing that you attend will be held in the federal judicial district where you live at the time the Claim is filed. The party initiating the arbitration will pay the filing fee. You may seek a waiver of the initial filing fee or any other fees incurred in arbitration. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of such fees. Each party will pay for its respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. A party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner. For an explanation and schedule of the fees that apply to an arbitration proceeding with JAMS, please visit http://www.jamsadr.com/rules-streamlined-arbitration; for AAA, visit http://www.adr.org/consumer_arbitration. The appropriate fee schedule in effect from time to time is hereby incorporated by reference into this Arbitration Provision. The cost of arbitration may be higher or lower than the cost of bringing your Claim in court, depending upon the nature of your Claim and how the arbitration proceeds. Having more than one Claim and holding face-to-face hearings can increase the cost of arbitration. Again, neither you nor we will be permitted to arbitrate claims on a class-wide (that is, on other than an individual) basis. An arbitration proceeding can decide only your or our Claims. You cannot join other parties (or consolidate Claims) except with respect to persons who use your Account.

Governing Law for Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, as amended, notwithstanding any other governing law provision in this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA, in which case any party can appeal the award to a three-arbitrator panel administered by the selected arbitration administrator. The panel will reconsider *de novo* (that is, without deference to the ruling of the original arbitration) any aspect of the initial award requested by the appealing party.

Continued Effect of Arbitration Provision. This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination or cancellation of your Account. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

DELAY IN ENFORCEMENT We can delay or waive enforcing any of our rights under this Agreement or under applicable law without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

SEVERABILITY Except as otherwise expressly provided in the Arbitration Provision, if any provision of this Agreement is finally determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this Agreement shall still be valid and enforceable.

ENTIRE AGREEMENT This Agreement, including any other written, oral or electronic document incorporated into and made a part of this Agreement, is the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. Unless otherwise clearly indicated, if there is any conflict between any one of these documents and this Agreement, the terms of this Agreement control. This Agreement may not be amended except in accordance with the other provisions of this Agreement.

GOVERNING LAW FOR CREDIT This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of Missouri (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE 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.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED-IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.

NOTICE TO THE BUYER

1. **DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
2. **YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN.**
3. **YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL.**
4. **YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.**

NEW JERSEY RESIDENTS: Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT

BUYER Your name and address on any Application or any other document or record you sign in connection with your Account are incorporated here and made a part of this Agreement and represent your name and address on this Agreement. The electronic record of your transmission of the Unique Approval Code above and consummation of a sales transaction financed under this Agreement represents your signature on this Agreement.

CREDITOR ***/s/*** **MID AMERICA BANK & TRUST COMPANY**

BILLING RIGHTS NOTICE

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, write to us at:
Account Services Dispute Resolution
P.O. Box 105374
Atlanta, GA 30348-5374

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.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.