

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT  
KEEP THIS INFORMATION FOR YOUR RECORD  
REVOLVING CREDIT AGREEMENT AND DISCLOSURE STATEMENT**

Seller may assign all rights under this Agreement and any credit sale made pursuant to it (as evidenced by a revolving credit sales slip) to NewSpring Acceptance Corporation and its further assigns.

\*\*Not all offers will contain introductory rates.

If not otherwise specified on Revolving Credit Sales Slip or Promo Addendum, then your APR is the maximum non-introductory state APR in table, below.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	Introductory rates between <b>0%</b> and <b>17.99%</b> , for up to 12 months.** Non-introductory rates between <b>0%</b> and <b>17.99%</b> . All rates are based on the specific promotion or your credit worthiness, and seller participation. (Maximum APR Varies By State. See table below *)
<b>Penalty APR and When it Applies</b>	We will not charge a penalty APR.
<b>Paying Interest</b>	Interest Charges begin on the date a purchase is posted to your account, except in states requiring a grace period, in which case your due date is at least 25 days after the close of each billing cycle and we will not charge you interest if you pay your entire balance by the due date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50.
<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 Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
<b>Penalty Fees</b> •Late Payment •Returned Payment	Fees Vary By State <b>Up to \$39</b> See Paragraph 10 of Agreement <b>Up to \$39</b> See Paragraph 11 of Agreement

**How We Will Calculate Your Balance:** We use a method called the "Average Daily Balance (including new purchases)." See your Revolving Credit Agreement for more details.

**Loss of Introductory APR:** We may end your introductory 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.

**This information is accurate on the date of your application and initial purchase. If any of this information changes you will be notified at least 45 days prior to any change and how to contact us regarding any change. All terms are subject to change.**

*Maximum State APR Rates	
<b>14.4%</b>	Michigan
<b>14.76%</b>	Pennsylvania
<b>17.99%</b>	Arizona, Colorado, Florida, Georgia, Indiana, Kentucky, Nevada, New Mexico, Ohio, Tennessee, Texas, Utah

1. **WELCOME:** If your credit application is approved and we open a revolving credit account for you, you may purchase household goods and services on credit from the seller where you opened your account. Purchases are pursuant to a revolving credit sales slip and you agree that all sales are subject to the terms of this Revolving Credit Agreement ("Agreement"). In this Agreement, "you" and "your" refer to all persons applying for credit and "we", "us" and "our" refer to Seller and its assigns.

2. **PROMISE TO PAY:** You agree to pay for all purchases made on your account, **INTEREST CHARGES**, and other applicable charges or fees under this Agreement incurred by you or anyone you authorize or permit to use your account. If this account is a joint account, each joint account holder agrees to pay, and all account holders are jointly and severally responsible for all amounts owed on the account. If your account is referred for collections to an attorney who is not our salaried employee, you agree to pay reasonable attorney fees and reasonable collection costs to the extent allowed by law in your state. If your state does not allow attorney fees (Ohio), you agree to pay any statutory attorney fees and costs that may be awarded to us by a court of law.

3. **CREDIT LIMIT:** We set a credit limit on your account which we may modify at any time for any reason not prohibited by law. You may not charge purchases if it causes you to exceed your credit limit unless we allow such purchases. You agree to pay all amounts over your credit limit.

4. **BILLING STATEMENT:** We will mail you a statement each month you have an account balance greater than \$1.00 at the address we have in our records. This statement will show credit purchases, late charges, NSF fees, previous balance, new balance, payments received, credits, **INTEREST CHARGES**, total minimum payment due, and payment due date.

5. **INTEREST CHARGE:** **INTEREST CHARGES** begin the date a purchase is posted to your account and accrue as long as your account has a balance, except in states with a mandatory grace period. The **INTEREST CHARGE** is computed by applying a daily periodic rate of between 0% and .04997% (corresponding to an APR of 17.99%) to the daily balance. The daily balance is calculated by taking the beginning balance in the account each day, adding any new purchases, and subtracting any unpaid interest or other finance charges and any payments and credits. The **INTEREST CHARGE** is calculated by (i) taking each daily balance, (ii) multiplying that daily balance by the applicable daily periodic rate, (iii) adding together the resulting amounts for each day in the billing cycle. The total periodic **INTEREST CHARGES** for the billing cycle is the sum of the periodic **INTEREST CHARGES** for each purchase type rounded to the next highest cent. Any Daily Balance less than zero will be treated as zero. A minimum **INTEREST CHARGE** of no less than \$0.50 is added to your account in any billing cycle your account is subject to an **INTEREST CHARGE**, except in states where prohibited by law.

**6. MINIMUM MONTHLY PAYMENT:** All payments, except disputed payments, must be mailed or delivered to the Payment Processing Center address shown on your monthly billing statement. All payments must be made by electronic fund transfer, check or money order. Do not send cash. Cash or other nonconforming methods of payment may be rejected. Your billing statement will include requirements for you to follow in making payments. Disputed payments, including those which indicate that the payment constitutes "payment in full" of the amount owed, must be mailed or delivered to the Customer Service address listed below. We may accept partial or late payments or checks marked "payment in full" or other restrictive endorsement without losing our right to receive the full amount owed. You agree to pay us at least the Total Minimum Monthly Payment reflected on your statement. You may pay more than the Total Minimum Monthly Payment and you may pay the entire amount due at any time. The Total Minimum Monthly Payment Due shown on your billing statement will be the sum of the Minimum Monthly Payment plus all past due amounts, late fees, and other charges. The Minimum Monthly Payment is calculated at the end of the first month in which you make a purchase, and will be calculated each month in which you make an additional purchase. Your Minimum Monthly Payments will be between 1% and 2.5% of the "Highest Monthly Charge" balance since your Monthly Charge Balance was zero, less any Special Payment Plans as shown on your billing statement rounded to the next higher dollar, or \$15, whichever is greater, unless your account balance is less than \$15 in which case the Minimum Monthly Payment will be equal to the account balance. You agree that any payment may be returned if your check is (i) not drawn in U.S. dollars on funds on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) contains a restrictive endorsement; (v) postdated; or (vi) not paid on presentment.

**7. SPECIAL CREDIT PROMOTION PLANS:** We may occasionally offer special credit promotion plans for you to participate in. The terms of this Agreement apply to any special credit promotion. Additional promotional terms will be explained on your Sales Slip or an addendum to your Sales Slip.

**8. PREPAYMENT:** You may pay your entire account balance at any time without penalty. If you do not pay the entire balance in full, you must make a minimum payment each month by the payment due date that appears on your billing statement. Under federal law, we are not required to refund any amounts less than \$1.00.

**9. DEFAULT:** You are in default if: (a) you fail to make a required payment when due on two occasions in any 12 month period; (b) you fail to observe or perform any of the other covenants or duties contained in this Agreement if the failure materially impairs the condition, value or protection of our right in any Collateral, or materially impairs your ability to pay any amounts on your billing statement when due. You will receive a Notice of Right to Cure in Colorado and Pennsylvania. If you fail to cure within the time allowed in your notice or within 30 days if you live in a state with no notice requirement, we may accelerate your balance.

**10. LATE FEE:** If your payment is more than 10 days late, you may be charged a late fee up to the amount indicated below for your state of residence. The late fee will be added to your account balance.

FL		\$10
CO, OH, NV, TN		\$15
GA, IN		\$25
KY (\$10 minimum); MI (\$15 minimum)	5% of payment due;	\$35 maximum*
UT	5% of payment due;	\$30 maximum*
TX	5% of payment due;	\$15 maximum
AZ, PA	5% of payment due;	\$10 maximum
NM	5% of payment due;	\$5 maximum

\*(\$28 maximum-first occurrence in more than 6 months.)

**11. RETURNED PAYMENT / NSF FEE:** If any payment instrument or method is dishonored by your bank or the drawee, you agree to pay an NSF fee up to the amount indicated below for your state of residence. If required by your state, you will receive a notice with instructions about the NSF service or collection fees, and if you fail to pay the fee we will add it to your account balance. We are not required to present payment instruments more than once to the drawee for payment. This fee will be added to your account balance.

AZ	greater of \$10 or bank fee
OH, PA, UT	\$20
CO, FL, IN, KY, MI, NV, NM, TX	\$25
GA, TN	\$30*

\*(\$28 maximum-first occurrence in more than 6 months.)

**12. ELECTRONIC FUND TRANSFER:** When you provide a check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the transaction as a check. When we use your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you may not receive your check back from your financial institution. If there are insufficient funds in your account you authorize us to charge an NSF Fee as indicated below and collect that amount through an electronic fund transfer from your account.

**13. CHANGE IN TERMS:** We may change the terms of this Agreement, as permitted by law, at any time. You will be notified of changes in accordance with applicable state and federal law, but in the event your state does not specify a time period, you will be notified at least 45 days in advance of any such changes, and such notice will be sent to your current address as shown on our records for your account. We count the days from the date we mail the notification.

**14. ACCOUNT INFORMATION:** You authorize us to furnish information about your account to credit reporting agencies and anyone else who may lawfully receive such information. On request, you agree to promptly provide us with accurate and updated financial and employment information. You agree to give us prompt notice of any change in your name, address, and telephone numbers. Where allowed by law, you authorize the Department of Motor Vehicles to release your address if it becomes necessary to locate you.

**15. CREDIT INVESTIGATION:** You agree we may investigate your credit, employment, and financial status. You authorize us to obtain a credit report and any other information about your creditworthiness in connection with processing your application for credit, and subsequently in connection with any extension of credit, request to increase credit limits, or any renewal or update of your account, or to take collection action on the account, or to investigate disputes regarding the account. At your request, we will inform you if such reports were ordered, and the names of the credit bureaus that provided reports. You authorize the Department of Defense and its various departments and commands to verify your social security number or other identifier and disclose your home address to the authorized holder of this Agreement for purposes of performing or enforcing the terms of this Agreement. You authorize any past or present employer to confirm employment or communicate with us regarding your indebtedness to us if you fail to meet the terms and conditions of this Agreement. We use information furnished solely in connection with performing or enforcing the terms of this Agreement.

**16. CREDIT REPORTING:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you think we reported incorrect information to a credit bureau, write us at the Customer Service address listed below. We will investigate the matter, and if you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you, we will tell you in writing or by telephone.

**17. ACCOUNT CANCELLATION:** We may cancel your account at any time for any reason subject to the requirements of applicable law. Outstanding balances continue to accrue **INTEREST CHARGES** until paid in full, and remain subject to all terms and conditions of this Agreement. You may cancel your account by writing to our account service provider NewSpring Acceptance Corporation, P.O. Box 68598, Indianapolis, IN 46268. Your notice is effective on receipt. If you cancel your Account, you are still responsible for all amounts owed pursuant to the terms of this Agreement.

18. **ASSIGNMENT:** This Agreement is not effective until your application has been approved by NewSpring Acceptance Corporation. We have the right to assign any or all of our rights under this Agreement to any assignee of our choosing. You may not assign this Agreement or any rights under it and any attempt to make such an assignment will be null and void. You understand that Seller and NewSpring Acceptance Corporation are independent entities and not employees or agents of one another. This Agreement legally binds the parties and their respective heirs, representatives, executors, administrators, successors and assigns.

19. **SEVERABILITY:** If any provision of this Agreement is deemed void or unenforceable under any law, rule, or regulation, all other provisions remain in effect and enforceable.

20. **NON-WAIVER:** We do not lose any of our rights under this Agreement if we delay taking action for any reasons.

21. **REPRESENTATION:** You swear that all the information you supplied on your credit application and all the information on each revolving credit sales slip is and will be true, correct, and accurate. Any false, incorrect, or misleading information you knowingly supply is a deliberate misrepresentation.

22. **MISCELLANEOUS:** State and Federal laws govern this Agreement; you and Seller agree that this Agreement is subject to the provisions of the applicable state law governing consumer credit sales.

23. **STATE LAW RESIDENT NOTICES:**

**OHIO:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

**TEXAS:** For questions or complaints about this contract, contact NewSpring Acceptance Corporation at 888-308-6906. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, 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: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

24. **SECURITY AGREEMENT:** You grant us a purchase money security interest under the Uniform Commercial Code in any goods purchased on account to the full extent permitted by law. To the extent allowed by law, you will pay all official fees and taxes, and on request, take any reasonable action requested by us to preserve the collateral or to establish, determine priority of, perfect, continue perfected, terminate or enforce our interest in it or rights under this agreement. If you do not make payments as agreed, this security interest allows us to take actions in accordance with state laws governing the enforcement of security interests in collateral. You further agree to keep the goods installed at the address on the credit application and to not remove or materially alter them without our written consent. You may lose the goods you purchased if you do not meet your obligations under this agreement.

25. **COMMUNICATION:** If you change your contact information such as any billing address, telephone number or email address, you must notify us immediately. You authorize us, or anyone acting on our behalf, to contact you at any address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, may provide in the future, or that we may obtain or discover belongs to you. You authorize us to call, send text messages, or contact you using automatic telephone dialing systems, prerecorded messages, preset electronic messages, or any other electronic messaging system. Standard telephone and text charges may apply if we contact you. You agree and acknowledge that any email or other electronic address you provide is your private address and that any cell phone number you provide is your private number and is not accessible to unauthorized third parties. You agree that your consent to be contacted as described above may only be revoked by calling 888-308-6906. You agree we may monitor and record your telephone conversations with us and authorize us to contact you by telephone, email and SMS for any lawful purpose. If you do not wish your telephone conversations with us to be monitored or recorded, you should conduct any business with us in person or by writing.

26. **MILITARY LENDING ACT NOTICE:** 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 (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

27. **NOTICE:**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT TO THIS AGREEMENT OR WITH THE PROCEEDS FROM IT. DEBTOR'S RECOVERY UNDER THIS AGREEMENT MAY NOT EXCEED THE AMOUNT OF CREDIT OUTSTANDING.**

**AZ residents** - You must give us notice of your claim or defense in writing by certified mail within 90 days of receiving any goods or you may waive the right to set-offs or defense against assignee if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice.

28. **CUSTOMER SERVICE:** Direct all inquiries concerning your account to:

**NewSpring Acceptance Corporation  
P.O. Box 68598  
Indianapolis, IN 46268**

or call Customer Service at telephone number 888-308-6906.

29. **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 us at:

NewSpring Acceptance Corporation  
ATTN: Customer Billing  
P.O. Box 68598  
Indianapolis, IN 46268

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 did 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 may 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 the rules above, we cannot collect the first \$50 of the amount you questioned amount, even if your bill was correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases** If you are dissatisfied with the goods or services that you have purchased with your 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 purchase. To use this right, all of the following must be true:

1. The purchase must have been in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

NewSpring Acceptance Corporation  
ATTN: Customer Billing  
P.O. Box 68598  
Indianapolis, IN 46268

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.

**Note to all Buyers: Finance Charges will be made in amounts or at rates not in excess of those permitted by law. You have the right to pay in advance the full amount due.**

**NOTICE TO BUYER: 1) DO NOT SIGN ANY PART OF YOUR REVOLVING CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF ANY AGREEMENT WHEN YOU SIGN IT. 3) A FINANCE CHARGE WILL BE COMPUTED ON THE OUTSTANDING BALANCE EACH BILLING PERIOD IN ACCORDANCE WITH THE RATES ABOVE. 4) YOU MAY PAY YOUR TOTAL UNPAID BALANCE AT ANY TIME.**

Seller Name: \_\_\_\_\_

Address: \_\_\_\_\_