

ISPC REVOLVING ACCOUNT AGREEMENT

APPLICANT:

() -

Full Name

LAST

FIRST

MIDDLE

Primary Phone

SS# (last 4 digits)

Street Address

City

State

Zip

JOINT APPLICANT:

() -

Full Name

LAST

FIRST

MIDDLE

Primary Phone

SS# (last 4 digits)

Street Address

City

State

Zip

YOU ARE APPLYING TO OPEN A REVOLVING CREDIT ACCOUNT ISSUED BY ISPC. YOU AGREE TO THE FOLLOWING IN CONNECTION WITH THIS APPLICATION AND ANY ACCOUNT WE OPEN:

CREDIT REPORTS: You agree that we have a right to obtain a credit report in connection with our review of your Application and if we establish an account, from time to time to administer your account. You agree that we may report to others our credit experience with you. At your request we will provide the name and address of each consumer reporting agency from which we obtained a credit report about you.

YOUR INFORMATION: You certify that (1) You are at least 18 years old and a permanent resident of the United States; (2) You have truthfully and completely provided the information requested on this Application; and (3) You have received the attached Account Agreement and Disclosures.

ACCOUNT AGREEMENT: Your account will be managed according to the ISPC Revolving Credit Account Agreement (the "Account Agreement") that is attached to this Application, can be seen below and will be emailed to you upon your execution of it. You understand that the terms of your account are subject to the Account Agreement and you agree to be bound by it if we approve your Application.

NOTICE TO THE BUYER:

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES.

2. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.
3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.

4. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

Applicant

Date

Joint Applicant

Date

ISPC AUTOPAY AUTHORIZATION OPTION (PRIMARY APPLICANT)

You voluntarily authorize us to automatically make payments on your Account provided in your ISPC Revolving Credit Account Agreement by debiting your bank account described below (check applicable boxes):

\$. This amount must be greater than the Total Minimum Payment reflected on your billing statement.

The Total Minimum Payment reflected on your billing statement plus \$.

The Total Minimum Payment Due on your billing statement.

Your Total Minimum Payment Due ranges between \$15 and 2% of the highest balance on your Account since it was last zero, plus any Account Maintenance Fee. However, your Minimum Payment Due on some purchases that are subject to a special promotion could range between \$15 and 8.34% of the highest balance on your Account since it was last zero, plus any Account Maintenance Fee.

Choose the date of each month that you want us to debit your bank account for your payment:

7th

16th

23rd

end of month (payment drafts on the 1st)

If the scheduled payment date is a Saturday, Sunday or holiday, then your bank account will be debited on the next business day.

PLEASE SUPPLY THE ROUTING AND ACCOUNT NUMBER FOR THE BANK ACCOUNT FROM WHICH YOU ARE DIRECTING US TO MAKE THESE PAYMENT WITHDRAWALS.

Routing Number

Account Number

You can revoke your authorization at any time by providing us with written notice that we receive at least 3 business days before a scheduled withdrawal from your bank account. You can send the notice by fax to 800-403-5050, by email to contactus@theISPC.com or by mail to ISPC, Attention: Customer Service, 1115 Gunn Highway, Suite 100, Odessa, FL 33556.

Applicant

Date

ISPC AUTOPAY AUTHORIZATION OPTION (JOINT APPLICANT)

You voluntarily authorize us to automatically make payments on your Account provided in your ISPC Revolving Credit Account Agreement by debiting your bank account described below (check applicable boxes):

\$. This amount must be greater than the Total Minimum Payment reflected on your billing statement.

The Total Minimum Payment reflected on your billing statement plus \$.

The Total Minimum Payment Due on your billing statement.

Your Total Minimum Payment Due ranges between \$15 and 2% of the highest balance on your Account since it was last zero, plus any Account Maintenance Fee. However, your Minimum Payment Due on some purchases that are subject to a special promotion could range between \$15 and 8.34% of the highest balance on your Account since it was last zero, plus any Account Maintenance Fee.

Choose the date of each month that you want us to debit your bank account for your payment:

7th

16th

23rd

end of month (payment drafts on the 1st)

If the scheduled payment date is a Saturday, Sunday or holiday, then your bank account will be debited on the next business day.

PLEASE SUPPLY THE ROUTING AND ACCOUNT NUMBER FOR THE BANK ACCOUNT FROM WHICH YOU ARE DIRECTING US TO MAKE THESE PAYMENT WITHDRAWALS.

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Joint Applicant

Date

RETURN TO ISPC

Seller: _____

Merchant Number: _____

Customer Name & Address:

Description of terms for this transaction:

For 365: No payments required until 365 days after the purchase date. Must be paid in full before this promotional period ends to avoid the 18% accruing interest charges. Regular terms apply thereafter.

For 88SW: 8.8% APR with a .8% required minimum monthly payment. Defaults to regular terms if at any time the account becomes 60 days delinquent. See your ISPC Account and Disclosures for more information about your terms.

I agree to pay this amount according to the ISPC Account Agreement.

X

Customer Signature

Transaction Date

SunWise CHARGE SLIP

Option Codes identify balances applicable to finance plans.
See your ISPC Account Agreement and Disclosures for details.

Description of Products/Services	Option Code	Amount
	365	
	88SW	

© ISPC 09.16

TOTAL

ISPC REVOLVING CREDIT ACCOUNT DISCLOSURES
(Florida Law Applies)
THIS IS YOUR AGREEMENT. PLEASE READ IT AND KEEP IT FOR YOUR RECORDS.

This ISPC Revolving Credit Account Agreement (the “Credit Account Agreement” or the “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 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, if and when offered, 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	
ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES AND CASH ADVANCES	7% to 18%. APR varies by state. See INTER-EST CHARGE RATES paragraph below for more information.
PENALTY INTEREST	NONE
PAYING INTEREST	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.
MINIMUM INTEREST CHARGE	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 and New York 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. Chapter 520 and the parity provisions in Fla. Stat. §687.12.

FEES	
ACCOUNT MAINTENANCE FEE	\$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.
ANNUAL FEE	\$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.
CASH ADVANCE FEE	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.
TELEPHONE PAYMENT FEE	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.
PENALTY FEES: Late Payment	Up to the greater of \$50 or 5% of the late payment.
Returned Payment	Up to \$40. 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.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore

ACCOUNT MAINTENANCE FEES: This fee will not be charged to Accounts in the following states: AR, AL, CA, CO, IL, IN, 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, 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 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	
5 Day Grace Period	
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.
7 Day Grace Period	
AZ	5% of monthly payment due
10 Day Grace Period	
IN	\$18.50
FL, NJ, DE, NY	\$10
CO, LA	\$15
GA	\$25
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
AL	Greater of 5% of the amount of the monthly payment or \$18
OK	Greater of 5% of the payment amount due or \$31
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
15 Day Grace Period	
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
30 Day Grace Period	
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:

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
AL, 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 going to our secure website at www.theISPC.com. Requested cash advances will be funded by our electronically depositing the cash advance into your designated bank account by an automated clearing house transfer (ACH). 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.

PLACE OF PAYMENT: You agree to send payments to us in Florida at our address at 17633 Gunn Hwy, PMB 122, Odessa, Florida 33556-1912. Please also see the below provision that Florida law governs this Agreement and all transactions arising out of or relating to this Agreement, and that the location for the resolution of any disputes shall be in Florida.

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 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) \$15, (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 \$15 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.

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 and demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default required 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.

GOVERNING LAW AND PERSONAL JURISDICTION – FLORIDA: You agree that this Account Agreement and all transactions arising out of or related to this Agreement, including the resolution of any and all disputes under the Agreement, are governed by Florida law, without regard to any choice of law principles. You further agree that Florida's courts have personal jurisdiction over you for any claims arising out of or related to this Account Agreement, unless subject to binding arbitration, as described below, or unless we pursue our rights in any Collateral, in which event the law of the state where the Collateral is located will govern your and our rights. You hereby specifically consent to appear in the courts of the state of Florida, and agree that this Agreement, as well as any other contacts you have had with the state of Florida, are sufficient notice that you reasonably anticipate that Florida will be the proper forum for the resolution of any disputes under the Account Agreement.

RESTRICTIONS ON VENUE, JURISDICTION AND APPLICABLE LAW: In the event this Agreement's provisions on choice of law, jurisdiction, and/or venue are inconsistent with your state's requirements, then your state's provisions in effect at the time you signed the Agreement or at the time of enforcement of the Agreement will control.

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 ARISING OUT OF OR RELATING TO THIS AGREEMENT 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, WHICH YOU HEREBY WAIVE. 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, arbitrability, or enforcement of this Agreement to Arbitrate (the "Arbitration Agreement"), shall be resolved through mandatory, binding arbitration.

EXCLUDED CLAIMS: Despite this Arbitration Agreement, any lawful self-help remedies we may exercise, such as repossession of collateral, as well as garnishment and/or replevin and/or other post-judgment collection and enforcement efforts are excluded from this Arbitration Agreement. Additionally, the AAA Consumer Arbitration Rules (Rule R-9) provide that if the claim is within the jurisdiction of a small claims court, either party may choose to take the claim to that court instead of arbitration.

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 the American Arbitration Association (AAA) (www.adr.org), at the option of the party first electing arbitration. The provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA) govern. 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 you to pursue any claims or matters within the scope of or arising out of this Agreement or this Arbitration Agreement as a class action or on a class-wide, consolidated, or collective basis, which prohibition and waiver extends to any actions brought for damages or equitable relief. 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 Consumer Rules then in effect of the AAA, 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 arbitration 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 within the state of Florida.

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, COSTS, AND VENUE: Subject to applicable law and the governing provisions of the AAA's Consumer Rules, 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 in any arbitration shall be entitled to recover reasonable costs and attorney's fees, with the arbitrator making the determination as to which party prevailed and what amount of attorney's fees is reasonable. The prevailing party in any small claims litigation permitted under the AAA Consumer Rules shall be entitled to recover reasonable costs and attorney's fees. Venue in any such small claims litigation permitted under the AAA Consumer Arbitration Rules shall be in Hillsborough County, Florida.

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.

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. 1800 or at 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. E-mail: 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
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

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.