

# NCD Financial, LLC

## Terms and Conditions for Purchase

We appreciate your business and want you to be a happy customer. The following Terms and Conditions are the result of past customer experiences and the rules and regulations the company is subject to. If you have a question or concern about these Terms, please feel free to call one of our specialists and we will be happy to assist. Again, our hope is to have a very long and happy relationship with you, our valued customer.

**GENERAL.** This entire agreement ("Agreement") contains the conditions and terms that apply to, and govern the use of, the NCD Financial, LLC Account Agreement. It also contains the Terms that apply to Receipt of Merchandise & Services, Reward Program Terms & Conditions, Privacy Statement, Member Benefit Services, Revolving Charge Agreement, when applicable, and Layaway, which are defined by your state's layaway laws. In this agreement, the word "Account" refers to each such account you have with us, and "NCD Financial," "we," "us," and "our" refer to NCD Financial, LLC or our assignees. "Your" and "you" refer to all persons who were approved by us to use the Account. Please read and hold a copy of this Agreement for your records. This Agreement begins on the date we accept your order instructions and we receive evidence that you have opened your account by receipt of: (i) a signed Purchase Agreement; (ii) an electronic communication of your acceptance of the account, or (iii) your acceptance of the account verbally and ends one year from then. If you have a balance and your purchase is paid in full and is approved to ship, then your purchase is subject to the Terms and Conditions for Receipt of Merchandise & Services and NCD Financial Rewards Program Terms & Conditions. If you have a balance remaining and your Purchase has not shipped, then your Account is subject to the Terms described on this page and the next page in Sections 1 through 19 of this Agreement. If your Purchase has shipped, then your Account is subject to the Terms and Conditions for Revolving Charge Agreement (when applicable), Terms and Conditions for Receipt of Merchandise & Services, and the NCD Financial Rewards Program Terms & Conditions. If your Account includes Member Benefits, your Account is also subject to the Terms & Conditions for Member Benefit Services.

**1. MINIMUM LAYAWAY PAYMENT DUE:** When applicable and as described in your Sales Receipt, you authorize a one-time activation payment and recurring layaway payments on the specified dates. You understand that this authorization will remain in full force and effect until you notify us in writing that you wish to revoke this authorization as described in Paragraph 19. You understand that we require at least three business days' prior notice in order to cancel this authorization. You understand that to receive shipment of your purchase before you pay it in full, you must show our auditors that you are credit worthy by paying consecutive recurring layaway payments equal to the down payment described in your Sales Receipt, providing reasonable satisfactory proof of identity and showing that you reasonably have the capacity to make the payments should your Account be financed. When you meet these requirements and pay as agreed, we will approve your Account to be financed and then ship your purchase as described in Section 8, Delivery, and your Account will then be governed by the Terms and Conditions for Revolving Charge Agreement and Terms and Conditions for Receipt of Merchandise & Services. You agree to pay every layaway payment on time. Up to Seven to Ten business days are required for your drafts to clear our bank and post to your Account. You understand that meeting the down payment requirement, especially through a consecutive layaway payment history when applicable, is a major requirement to qualify for shipping your merchandise before your balance is paid in full. If any of your payments are returned unpaid for any reason, at any time (i.e., insufficient funds, account closed, declined, etc.), if you request to cancel your account, if you request or change your payment draft amount, if you request or change your payment draft frequency, if you have a change in marital status, if you have a change in employment, if you have a change in income, if you change the financial institution we are drafting, if any of the information you have provided us is false or misleading, **OR IF WE DEEM OURSELVES IN ANY WAY INSECURE**, you may be required to pay your entire layaway purchase amount before your layaway purchase is shipped unless you request in writing as described in Section 13, Guaranteed Approval.

**2. DEFAULT.** Subject to the limitations of applicable law, you will be in default under this Agreement upon (a) failure to make at least the minimum payment when due, (b) violation of any other provision of this Agreement, (c) death, (d) becoming the subject of bankruptcy or insolvency proceedings, (e) supplying misleading, false, incomplete or incorrect information, (f) your becoming incompetent, (g) payment returned unpaid by your bank for any reason, or (h) expiration of this Agreement before your Account is paid in full. After any such default, and subject to the limitations of applicable law, we have the right to terminate your Account, in which case the terms of this Agreement will apply until full payment of the amount owing on your Account is received. If your Account is in default, any special promotions, discounts, or rebates initially offered to you can be revoked and the shipping of your merchandise will be delayed until no less than forty percent (40%) of your purchase amount, plus any returned payment fees, (see Section 12), are paid.

**3. CANCELLATIONS, REFUNDS AND RETURNS:** Cancellations: You can cancel your order for any reason at any time. Refunds: All NCD Financial customers are provided with a full cash refund prior to merchandise shipping less any fees, including Activation or Member Benefits fees. You can cancel your order by writing to us at: NCD Financial, LLC, 3911 N. Schreiber Way, Coeur d'Alene, ID 83815, or by contacting a customer representative at (800) 654-6310. Returns: Returns are subject to the T&C for Receipt of Merchandise.

**4. CHANGE OF ADDRESS.** You agree to notify us if you change your address. Until we

receive notice of a new address, we will continue to send notices to the last address you gave for this Account. You agree that when you notify us of a new address, or when we otherwise receive notice of your new address, the terms of this Agreement specifically applicable to the residents of your state will apply to the balance of your Account after we receive notice of your new address.

**5. FORCE MAJEURE and DELAY IN ENFORCEMENT:** Our failure to perform any term, or condition of this Agreement as a result of conditions beyond our control such as but not limited to, acts of God, governmental restrictions, power failures, wars, failures of suppliers or subcontractors, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement. As well, we can delay enforcing any of our rights under this Agreement or under applicable law without losing any of these rights or any other rights. Even if we do not enforce our rights at any one time, we may enforce them at a later date.

**6. ACCURACY OF INFORMATION and IDENTITY PROTECTION.** All of the information you furnished to us is, to the best of your knowledge, complete and accurate. You agree that we may obtain employment and income records, verify your credit references and we may check any of the information provided on this application from whatever source we choose to verify it. Additionally, upon request, you agree to promptly give us accurate updated financial information about yourself. All customers may be required to provide to our auditing department the following documentation for Identity, Residence and Employment verification purposes only: photocopy of your federally issued social security card; photocopy of a current utility bill or current bank statement with positive balance in your name and showing your current address; photocopy of a current pay stub in your name and showing minimum of six (6) months of employment.

**7. SPECIAL PROMOTIONS:** If applicable, any special promotions, Reward Points, free services, rebates or free promotional items (cash or other) included with your purchase are provided contingent upon your Account not going into default. Free promotional items will be delivered upon your balance being paid in full or 12 months from the date of your first layaway payment (which ever occurs first), provided that your Account has not gone into Default status. If the promotional items are shipped prior to your balance being paid in full and your Account goes into Default status, you may be required to pay no less than the listed value in your sales order for those promotional items. If your Account is in Default and you notify us that you still wish to receive the promotional items, they will be added to your balance and delivered when paid in full.

**8. DELIVERY:** After you have met or completed the requirements set forth in this Layaway Agreement AND been approved for delivery, you agree to allow us up to three to six weeks for the delivery of your purchase. We will always attempt to get it to you sooner, as this just makes good customer service.

**9. SEVERABILITY.** If any provision of this Agreement is determined to finally be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall remain valid and enforceable.

**10. ENTIRE AGREEMENT and ASSIGNMENT.** This Agreement constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us related to your Account. If there is any conflict between these documents, the terms of this Agreement control. As well, we may sell, assign, or transfer all or any portion of your Account or Account balance and your rights under this Agreement without prior notice to you. You may not sell, assign, or transfer your Account.

**11. CHANGE OF TERMS:** We may change or terminate any terms, conditions, services or features of your Account or this Agreement at any time. We may also add new terms, conditions, services or features to your Account or this Agreement. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

**12. FEES:** We may impose on your Account a Returned Payment Fee (currently \$15), which will be added to your Account balance when assessed each time any payment on your Account is returned unpaid by your bank or other financial institution for any reason. You may call Customer Service at (703) 321-2106 for a current fee schedule.

**13. GUARANTEED APPROVAL:** If you request in writing at the address listed in these Terms to the Auditing department that you want to be financed, we guarantee to finance at least twenty percent (20%) of your balance irrespective of any prior events that have occurred with your Account.

**14. ADDITIONAL RIGHTS OF OURS.** We may agree to extend the due date of any payment due under this Agreement for any length of time, release any Security Interest we have in connection with this Agreement, or release in whole or in part any other person responsible under this Agreement without notifying you and without releasing you in whole or in part from your obligation to pay all amounts owed under this Agreement or to otherwise perform the terms and conditions of this Agreement.

**15. CERTAIN WAIVERS.** You waive the right of "Presentment" and "Notice of Dishonor." "Presentment" means the right to require us to demand payment of amount due under this Agreement. "Notice of Dishonor" means the right to require us to give notice to the persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

**16. CHOICE OF LAW/VENUE:** This Agreement shall be deemed to have been made and executed in the state of Virginia. Therefore this agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the venue for any action, dispute or proceeding with respect to this Agreement shall be Fairfax,

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Virginia.

17. **AGREEMENT TO ARBITRATE DISPUTES:** By entering into this Agreement, you and NCD Financial agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees that arise out of or relate to this Agreement, whether for fraud, misrepresentation, breach of contract, pursuant to any common law, federal, or state statute or regulation, or otherwise, shall be exclusively resolved by binding individual (and not class) arbitration before National Arbitration and Mediation ("NAM"), as authorized to award all remedies available by law or equity, pursuant to its effective Standard Rules and Procedures. See [www.namadr.com](http://www.namadr.com) or contact NAM, 990 Stewart Ave., 1st Floor, Garden City, NY 11530, Phone (800) 358-2550, Fax (516) 794-971 for all inquiries. If the form of Arbitration (Written testimony/In-Person Hearing) cannot be agreed upon, then Oral Arbitrations by phone will be conducted, and, based on your ability to pay, the costs of arbitration will be paid by us. The prevailing party may have an arbitration award confirmed and judgment entered in any court having jurisdiction. This agreement, governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, is an independent agreement which shall survive the completion of your transaction with NCD Financial. **WITH THIS AGREEMENT, YOU AND WE HAVE AGREED TO RESOLVE ANY POTENTIAL DISPUTES BETWEEN US THROUGH BINDING ARBITRATION AND TO WAIVE ANY RIGHT AND OPPORTUNITY OTHERWISE AVAILABLE TO PURSUE LEGAL ACTION AGAINST THE OTHER IN COURT, AT TRIAL, OR BEFORE A JUDGE OR JURY**

18. **AGREEMENT NOT TO BRING OR PARTICIPATE IN CLASS ACTIONS:** To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us or our agents, servicers, directors, officers and employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring or participate in class action suits is an independent agreement and shall survive the closing and repayment of the layaway purchase for which you have established.

19. **AUTHORIZED ELECTRONIC FUNDS TRANSFER PAYMENTS:** You may repay your Account by either check or electronic funds transfer. Payment by check should be mailed to 3911 N. Schreiber Way, Coeur d' Alene, ID 83815. If you choose to pay by electronic funds transfer, by executing this Agreement you hereby authorize Us, or our agents, to process debit charges to your financial institution in a range of amounts equal to the minimum payment you instruct our agent plus any fees incurred under Paragraph 12 of the Agreement "Fees" not to exceed to my/our account indicated on your sales receipt at the depository financial institution named and to debit the same to such account. By having executed this agreement you also authorize Us or our agents to process credit charges to your financial institution to process any applicable Cash Rewards. I/we acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until we have received at least 3 days written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it at the address listed above.

# NCD Financial, LLC

## Terms and Conditions for Revolving Charge Agreement

(For Merchandise that has shipped and a balance subject to financing charges.)

1. **GENERAL.** This section of the agreement contains the conditions and terms that apply to, and govern the use of your Account subject to finance charges, as described below. In this agreement, the word "Account" refers to each such account, and "NCD Financial," "we," "us," and "our" refer to NCD Financial, LLC or our assignees. "Your" and "you" refer to all persons who were approved by us to use the Account. Please read this Agreement. This section of the Agreement begins on the date that your balance is subject to finance charges. Your balance is subject to finance charges, as defined in Section 3 (i.e., your merchandise has shipped or service has been fulfilled and you have an unpaid balance). If you have a principal balance that is subject to finance charges, then the terms of your Account and related merchandise that has shipped, or service that has been fulfilled are governed by these Terms and Conditions for Revolving Charge Agreement.

2. **MINIMUM PAYMENT DUE:** When applicable, you authorize recurring payments on the dates and frequency described in your Sales Receipt until your balance is paid in full. You understand that this authorization will remain in full force and effect until you notify us in writing that you wish to revoke this authorization. You understand that we require at least 3 business days prior notice in order to cancel this authorization. You also agree that your Minimum Payment may increase, depending on future purchases and increases to your balance, but is not to be less than \$9.99. If your balance is less than the minimum payment due, then your payment will equal the balance. You may pay more than the minimum payment due and may pay the full principal amount you owe us at any time. If you have a principal balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day. You agree to pay every Revolving Charge payment on time. You will not incur any finance charges on the amount you paid from the date of our receipt of your payment until it posts to your account.

3. **FINANCE CHARGES:** Finance charges begin to accrue on your balance as of the date of this Agreement, or when your purchase is shipped, whichever date is later, and are calculated according to an average daily balance method. We figure the finance charge on your Account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits and unpaid finance charges. 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." There is no time frame under which credit is extended and may be repaid without incurring a finance charge. To get the daily periodic rate, we divide the ANNUAL PERCENTAGE RATE (APR) 0.0% by 365 and round up to the fifth place to the right of the decimal point for a rate of 0.0%. We apply this daily periodic rate to all outstanding balances that are not in default.

4. **DEFAULT:** Subject to the limitations of applicable law, you will be in default under this Agreement if you are materially impaired to make the Minimum Payment amounts due and if (a) you violate any other provision of this Agreement, (b) you file for protection from creditors pursuant to any sort of insolvency proceedings or you make an assignment of your assets for the benefit of creditors, (c) you supply us with misleading, false, incomplete or incorrect information, or (d) you fail to make at least the Total Minimum Payment when due on two occasions within any 12-month period. After default or your death, and subject to the limitations of applicable law, we have the right to (A) terminate your Account, in which case the terms of this Agreement will apply until full payment of the amount owing on your Account is received, (B) require you to immediately pay your entire Account balance, and all Fees and other charges listed in this Agreement, and/or (C) initiate legal action to collect all amounts owed. If your merchandise is in process for delivery but has not shipped and your account goes into default, the delivery of your merchandise may be delayed pursuant to the Layaway terms, plus any returned (check) payment fees, are paid.

5. **YOUR BILLING RIGHTS [KEEP A COPY OF THIS NOTICE FOR FUTURE USE]:** In case of Errors or Questions about Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at NCD Financial, LLC 3911 N. Schreiber Way, Coeur d'Alene, ID 83815 or the address shown on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your Account 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 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.

6. **CLOSING YOUR ACCOUNT and REFUSAL of the ACCOUNT:** You may close your Account at any time by notifying us in writing. However, you remain responsible to pay the total balance according to the terms of this Agreement. We may close your account, adjust your credit limit, or suspend your account privileges at any time for any reason without prior notice. You will still remain responsible to pay the total balance according to the terms of this Agreement. We may limit the number of transactions or total purchase amount that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

7. **CHANGE OF ADDRESS.** You agree to notify us if you change your address. Until we receive notice of your new address, we will continue to send notices to the last address you gave us for this Account. You agree that when you notify us of a new address, or when we otherwise receive notice of your new address, the terms of this Agreement specifically applicable to the residents of your state will apply to the balance of your Account after we receive notice of your new address.

8. **MONITORING PRACTICES:** You agree that our supervisory personnel may listen to and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and other customers.

9. **ACCOUNT INFORMATION REPORTED TO CREDIT BUREAUS:** 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 have reported inaccurate information to a credit bureau, you may write to us at 3911 N. Schreiber Way, Coeur d'Alene, ID 83815.

10. **FORCE MAJEURE:** Our failure to perform any term or condition of this Agreement as a result of conditions beyond our control such as, but not limited to, acts of God, governmental restrictions, power failures, wars, failures of suppliers or subcontractors, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

11. **DELAY IN ENFORCEMENT.** We can delay enforcing any of our rights under this Agreement or under applicable law without losing any of these 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 date.

12. **ACCURACY OF INFORMATION.** All of the information you furnished to us is, to the best of your knowledge, complete and accurate. You agree that we may verify and check any of the information you have provided us from whatever source we choose to verify it, and in order to induce us into this Agreement you certify that you are age 21 or older. Age 18 - 20 applicants must have a co-signer. Credit application can be obtained by writing us at 3911 N. Schreiber Way, Coeur d'Alene, ID 83815. Upon request, you agree to promptly give us accurate updated financial and/or identity information about yourself.

13. **IDENTITY PROTECTION:** Under the Fair Credit Reporting Act you give us permission to obtain information from your personal credit profile from any major credit bureau or any other source to validate and confirm your identity to avoid fraudulent transactions in your name. All customers may be required to provide to us the following documentation for Identity, Residence and Employment verification purposes: photocopy of valid state issued drivers license or identification card; photocopy of your federally issued social security card; photocopy of a current utility bill in your name and showing your current address; photocopy of a current pay stub in your name and showing minimum of six (6) months of employment; photocopy of a current bank statement in your name reflecting a positive balance.

14. **SPECIAL PROMOTIONS:** Any special promotions, rebates, Reward Points or free items (cash or other) included in and eligible with your purchase are provided contingent upon your payment not being returned for any reason or your Account not going into Default. Cash disbursements, if any, will be paid upon your balance being paid in full and your Account not going into Default status at any time between your purchase date and your final payment, whether financed or not.

15. **ASSIGNMENT.** You agree that we may sell, assign, or transfer all or any portion of your Account or Account balance and your rights under this Agreement without prior notice to you. You may not sell, assign, or transfer your Account.

16. **SEVERABILITY.** 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 to the extent not prohibited by your state's Consumer Protection Act or laws, if applicable.

17. **FEES:** Unless prohibited by state law, we may impose on your Account the following fees, which will be added to your Account when assessed: A) Late Payment Fee: If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$5. B)

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**Returned Check Fee:** You agree to pay \$15 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason. **C) Expedited Payment Fee:** You agree to pay \$10 each time you request an expedited ACH payment. An expedited payment is defined as an additional payment made by you that must be debited within three business days from the request. **D) Annual Fee of \$49.** **E) Document and Research Fees:** If you ask us to provide you with a replica of your sales slip, billing statement or other document (except in connection with a billing error claimed in accordance with "Your Billing Rights"), we may charge you the following fees: (i) Billing statement: \$5 per document; (ii) Sales/ credit slip document: \$5 per document; (iii) Payment instrument: \$5 per document; (iv) Research fee: \$15 per hour (including payment histories). We reserve the right to change the Document and Research Fee Schedule from time to time. You may call Customer Service for a current fee schedule. **F) Collection Costs:** In the event of default, you may be responsible for paying costs, including reasonable attorneys' fees, upon the receipt of a judicial award of judgment and fees, or where permissible by law without judicial process, reasonable amounts of fees and costs may be added to your outstanding balance.

**18. INDEMNIFICATION.** You agree to indemnify and hold us, our Third Party Partners, parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of any merchandise received by us (b) your breach of this Agreement and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of NCD Financial, LLC, its Third Party Partners, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf. NCD Financial, LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses.

**19. WARRANTIES and LIMITED LIABILITY.** Warranty and service for merchandise including but not limited to computer, television and other electronic and nonelectronic devices, if any, is provided by the original manufacturer, not by NCD Financial, LLC. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.** You agree that for any liability related to the purchase of product, we are not liable or responsible for any amount of damages above the amount invoiced for the applicable product. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this Agreement shall apply even if such remedies fail their essential purpose.

**20. ENTIRE AGREEMENT.** This Agreement is intended to constitute the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us related to your Account. If there is any conflict between these documents, the terms of this Agreement control.

**21. PROMISE TO PAY:** You promise to pay all amounts due on your account. Each person who is named as a joint account holder is responsible alone and together with anyone else agreeing for all amounts due on the account.

**22. PRIVACY PRACTICES:** The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive. You understand and agree that from time to time, NCD Financial, LLC may request and receive information about you from others, such as stores, lenders and other companies that are subject to the Fair Credit Reporting Act.

**23. CHANGE OF TERMS:** We may change or terminate any terms, conditions, services or features of your Account or this Agreement at any time. We may also add new terms, conditions, services or features to your Account or this Agreement. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

**24. ADDITIONAL RIGHTS.** We may agree to extend the due date of any payment due under this Agreement for any length of time, release any Security Interest we have in connection with this Agreement, or release in whole or in part any other person responsible under this Agreement without notifying you and without releasing you in whole or in part from your obligation to pay all amounts owed under this Agreement or to otherwise perform the terms and conditions of this Agreement.

**25. CERTAIN WAIVERS.** You waive the right of "Presentment" and "Notice of Dishonor." "Presentment" means the right to require us to demand payment of amount due under this Agreement. "Notice of Dishonor" means the right to require us to give notice to the persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by law.

**26. CHOICE OF LAW/VENUE:** Except to the extent that federal law is applicable, the validity, construction and enforcement of this agreement shall be governed by the laws or consumer protection act of your state at the time you executed this Agreement, if required therein. In all other events this Agreement shall be deemed to have been made and executed in Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the venue for any action, dispute or proceeding with respect to this Agreement shall be Fairfax, Virginia.

**27. AGREEMENT TO ARBITRATE DISPUTES:** You agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees that arise out of or relate to this Agreement, whether for fraud, misrepresentation, breach of contract, under common law, pursuant to any federal or state statute or regulation, or otherwise, shall be exclusively resolved by binding individual (and not class) arbitration before National Arbitration and Mediation ("NAM") pursuant to its Standard Rules and Procedures then in effect. Information about NAM, its Rules and procedures for initiating an arbitration demand may be found at [www.namadr.com](http://www.namadr.com) or by contacting NAM, 990 Stewart Ave., 1st Floor, Garden City, NY 11530 (Phone 1 800 358-2550) (Fax 516 794-971). The arbitrator shall have authority to award all remedies available by law or equity. Any arbitration hearing, if held, will take place at a location within 45 miles of your residence. If you are unable to pay the costs of arbitration, these costs will be paid by us. A prevailing party may have an arbitration award confirmed and judgment entered in any court having jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. This arbitration agreement is an independent agreement which shall survive the completion of your transaction with NCD Financial LLC. **WITH THIS AGREEMENT, YOU AND WE HAVE AGREED TO RESOLVE ANY POTENTIAL DISPUTES BETWEEN US THROUGH BINDING ARBITRATION AND TO WAIVE ANY RIGHT AND OPPORTUNITY OTHERWISE AVAILABLE TO PURSUE LEGAL ACTION AGAINST THE OTHER IN COURT, AT TRIAL, OR BEFORE A JUDGE OR JURY.**

**28. AGREEMENT NOT TO BRING OR PARTICIPATE IN CLASS ACTIONS:** To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us or our agents, servicers, directors, officers and employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring or participate in class action suits is an independent agreement and shall survive the closing and repayment of your Account with us. This section does not apply to WI residents.

**29. AUTHORIZED ELECTRONIC FUNDS TRANSFER PAYMENTS:** You may repay your Account by either check or electronic funds transfer. Payment by check should be mailed to 3911 N. Schreiber Way, Coeur d' Alene, ID 83815 by the time indicated on your billing statement. If you choose to pay by electronic funds transfer, by executing this Agreement you hereby authorize Us, or our agents, to process debit charges to your financial institution in a range of amounts equal to the minimum payment you instruct our agent plus any fees incurred under Paragraph 17 of the Agreement "Fees" not to exceed to my/our account indicated on your sales receipt at the depository financial institution named and to debit the same to such account. By executing this agreement you also authorize Us or our agents to process credit charges to your financial institution to process any applicable Cash Rewards. I/we acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until we have received at least 3 days written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

**30. CREDIT LIMIT:** Your limit is established based upon your personal information provided, payment history, validation with third party databases and the merchandise you purchase from NCD Financial.

Interest Rate and Charges	
Annual Percentage Rate (APR) for Purchases	0.0%
How to Avoid Paying Interest	Interest is charged from the time of shipping, when applicable. There is no grace period during which you can avoid paying interest.
Minimal Interest Charge	There is no minimum interest charge.
Fees	
Annual Fee	\$49
Penalty Fees	
• Late Payment	\$5
• Returned Payment	\$15

**How We Will Calculate Your Balance:** We use a method called "average daily balance method" (including new purchases). See your account agreement for more details.

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

## **Addendum to Your NCD Financial LLC Account Terms & Conditions for Member Benefit Services**

**I. General:** The following applies to all Member Benefit Services (Member Benefits) purchased by NCD Financial, LLC customers in conjunction with your Account Terms and Conditions. In this "Explanation of Member Benefits," "we," "us," and "our" and "Producer" refer to NCD Financial, LLC. "Your," "you," "Customer" "Member", "Client" and "Covered Member" refer to all persons who receive, purchase, and/or are eligible to receive a variety of NCD Financial Member benefits. Nation Motor Club, Inc. DBA Nation Safe Drivers (NSD) and Legal Club are "Third Party Service Providers", "Service Providers" and/or "Providers". Your Member Benefits are comprised of unlimited customer technical support, Account Management Services, Bonus Reward Points, and, but not limited to, additional Member Benefit Services provided by us or Third Party Service Providers. Please note that contracts with Third Party Service Providers are valid when all client and producer procedures are met.

**Effective Date of Coverage, and Benefit Term:** Once the initial payment for Supplemental Member Benefits is received, the Effective date of Coverage begins the first day of the month following the first thirty (30) days from receipt of payment, provided all payments have been received. Benefits are provided on a calendar monthly basis and are renewed at calendar monthly intervals when the monthly membership benefits payment is received or the customer's Account is not in default. Monthly Member benefits will automatically renew on a monthly term basis unless you cancel these benefits or default on electronic monthly membership renewal payments, voluntarily or involuntarily.

**Cancellation and Refund of Member Benefits:** While you can cancel these services at any time, you will continue to be billed and remain eligible for all services until you inform NCD Financial, LLC, either in writing at 13911 N. Schreiber Way, Coeur d'Alene, ID 83815, via info@ncdfinancial.com or through our Customer Service Department at 800-654-6310, M-F 12:00 pm through 9:00 pm EDT that you want to cancel this service. Upon notice of cancellation, you will no longer be billed for these Member Benefits. No refunds for Member Benefits are available. However, you will continue to be eligible for benefits through the calendar month that Member Benefit Fees were paid. If your Account goes into Default, we may suspend any Supplemental Member Benefit purchase you are receiving until you cure such Default.

**Notice of Member Benefit Fee Changes:** In the event that the amount of the Monthly Membership Benefit fee changes, you will receive a sixty (60) day notice.

**Third Party Member Services Eligibility Requirements:** When accessing services, all NCD Financial Covered Members and Extended Eligible Members (if applicable), should be able to provide: an assigned Member Number and Producer Code. Additionally, Member Number may be required to access Legal Services. Extended Eligible Members are: member's spouse or significant other, any children of members between the age of 18 and 25, and any legal dependents who are living with and are dependent upon the member; such as a parent or grandparent. Only Legal and ID Theft Restoration Services offer services to Extended Eligible Members.

**Disclaimer:** The purpose of NCD Financial's Supplemental Member Benefits is to provide service in specific common emergency and/or nuisance situations for motorists, as well as situations where consumers are increasingly vulnerable, such as ID theft. It additionally provides specific and limited discounts on legal services, travel, and prescription drugs; All Membership Benefits are subject to the Terms and Conditions of the Third Party Service Provider. **NCD Financial Supplemental Member Benefits ARE NOT liability insurance contracts and DO NOT, AND ARE NOT INTENDED TO comply with any financial responsibility law. This is NOT AN INSURANCE CONTRACT.**

**Limitation of Liability:** You agree to indemnify and hold us, our Third Party Partners, parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of any supplemental product or member benefit service made available to you through NCD Financial, LLC (b) your breach of this Agreement and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of NCD Financial, LLC, its Third Party Partners, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf. NCD Financial, LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses.

All NCD Financial Member Benefits not specifically provided by NCD Financial are subject to the terms and conditions of the Third Party Service Provider. NCD Financial LLC makes no, nor provide any warranties for services or products provided by Third Party Service Providers either expressly or implied as to the fitness of the product and/or service, or its particular use or purpose, and shall not be LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH SERVICES, PRODUCTS OR SUPPLEMENTAL PRODUCTS OR FOR CONSEQUENTIAL DAMAGES. Except as expressly provided herein, NCD Financial, LLC will not be liable for any consequential, special, indirect, or punitive damages related to your merchandise or any services, product, supplemental product or Member Benefit received from us, or available through us, even if advised of the possibility of such damages, or for any

claim by any third party. You agree that for any liability related to the purchase of a product, service supplemental product or Member Benefit, we are not liable or responsible for any amount of damages above the amount invoiced for that period for the applicable product, service or benefit, or for the actual cost of the service. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this Agreement shall apply even if such remedies fail their essential purpose. NCD Financial does not accept liability beyond the remedies set forth herein, including but not limited to any liability for any product, supplemental product or service not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services, support or benefits. This does not apply to transactions in New Jersey.

## **II. Emergency Road Service Benefit (When Applicable):**

You must register your vehicle with us before initial coverage begins or as soon as possible thereafter in order to claim Roadside Benefits for the next coverage period. You can register your vehicle by contacting our Customer Service Department. Your membership contract contains NSD 24 hour emergency road service telephone number for member to call when member's auto is disabled. NSD will dispatch an emergency service vehicle to your aid, and you are covered for a maximum per disablement for road service, (one service call per disablement). If for any reason road service cannot be dispatched, the member shall receive authorization from NSD to use a garage of their choice, and, upon presentation of original paid tow company receipt, the club shall reimburse the member up to the amount of plan selected.

**Reimbursement:** If for any reason roadside services cannot be obtained by calling the toll-free number, you may qualify for reimbursement of your receipted towing expenses. For consideration, send your original paid receipts as soon as reasonably possible to NAB, 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, Attn: Claims. Qualifying submissions will be reimbursed up to \$50.00: except for Locksmith services which will be reimbursed up to \$25.00.

**NOTICE OF CLAIM:** All claims must be submitted to 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, Attn: Claims as soon as reasonably possible. The Provider reserves right to deny all claims if received later than 60 days. (There is no time limit for Residents of Wisconsin)

### **Emergency Road Service Consists Of:**

**MECHANICAL FIRST AID:** Any service requiring a minor adjustment (exclusive of parts) to enable a disabled vehicle to proceed under its own power.

**TIRE SERVICE:** Changing an inflated spare from mount to wheel.

**BATTERY SERVICE:** Attempting to start vehicle with a booster battery.

**DELIVERY SERVICE:** Delivery of an emergency supply of gasoline, oil, water and other accessories and supplies as may be required and available. Cost of materials delivered shall be paid for by the member.

**TOWING SERVICE:** When a vehicle cannot be started, it can be towed to a destination of your choice by authorized towing service within 15 miles radius. Additional mileage is available and is expected to be paid to the service provider by you at the time service is rendered.

**LOCKSMITH SERVICE:** If keys are locked inside the member's vehicle, NSD will dispatch a locksmith for service. Costs associated with lock repair and keyhole extraction is member's responsibility.

**MAP SERVICE:** Your membership allows you to request and receive specially prepared maps for travel. Merely call 866-294-0934 two weeks in advance of your trip, giving your trip origin and destination.

**THEFT REWARD:** NSD will pay a person, (excluding member's family or relatives) \$500 for information leading to the arrest and conviction of a person for the theft of a member's vehicle or tagged valuable articles.

### **EXCLUSIONS:**

The Roadside Service Benefits do not cover the following:

- Any violation of motor vehicle or traffic laws relating to the operation of a motor vehicle. Driving under the influence of intoxicating liquors, narcotics or psychedelic drugs. Driving without a valid operator's permit, or leaving the scene of an accident without disclosing identity, or failing to stop to ascertain injury and lend assistance, commonly known as hit and run driver.
- When any motor vehicle is operated without permission of the owner thereof.
- Under section 1 hereof, service for trucks in excess of one ton chassis, busses, trailers, tractors, or vehicles of dual wheel class.
- For any service requiring removal of snow or ice from or around Member's motor vehicle, or from any driveway or premises, or street, highway or parking area.
- Gas/credit card receipts are not accepted.
- Reimbursement sought for any bill which, in the opinion of NSD appears to be false or fraudulent, and not for the claimed services.
- All parts of motor vehicle, rental battery, return of rental battery, supplies or accessories furnished by garage or service station shall be at the sole expenses of the member.
- All repairs and material used in repairing flat tire, or services requiring more than one trip by garage or service station shall be at the sole expense of the

## **Addendum to Your NCD Financial LLC Account Terms & Conditions for Member Benefit Services**

member.

i.) By being involved in any traffic accident or any accident involving a motor vehicle in which a Police Traffic Accident Report is not filed

or made a matter of record.

**Conditions and Limitations of Roadside Services by the Service Provider:** Membership benefit coverage applies only to the scheduled vehicle. Benefits are limited to one (1) service per seventy-two (72) hour period. More than five (5) claims within a calendar year is deemed excessive by the Service Provider and cause for cancellation.

### **III. ID Theft Restoration Services Including Legal Services**

(Legal Club is the Administrator of the ID Theft Restoration Service)

**ID Theft Restoration:** Upon notification of an identity theft incident, Privacy Advocates will act on behalf of our members as a dedicated case manager to:

- Investigate and confirm the fraudulent activity, including known, unknown and potentially complicated additional sources of identity theft.
- Complete and mail customized, pre-populated, state specific "Fraud Packet" via certified mail with pre-paid return instructions.
- Place phone calls, send electronic notifications, and prepare appropriate documentation on the member's behalf, including dispute letters for defensible complaints to any and all appropriate state agencies and financial institutions.
- Issue fraud alerts and victim statements when necessary, with the three consumer credit reporting agencies, the FTC, SSA, and U.S. Postal Service.
- Submit Special Limited Power of Attorney and ID Theft Affidavit to involved creditors for card cancellation and new card issuance.
- Contact, follow up and escalate issues with affected agencies, creditors, financial institutions, to reinforce member's rights.
- Assist the member in notifying local law enforcement authorities to file the appropriate official reports.
- Utilize real time access to public records reports including DMV, criminal, address changes, liens, and judgments for further investigation where applicable.
- Provide peace of mind and resolution of key issues from start to finish as swiftly as possible.
- Provide members with a "Case Completion Kit" including copies of documentation, correspondence, forms and letters for their personal records.

**In Addition**, each member will receive up to \$25,000 of benefits provided by a nationally recognized Carrier with an "A" or better AM Best Rating. This Service will help members offset some of the cost of restoring their identity to its original status, including:

- Lost wages: \$500.00 per week for 4 weeks maximum
- Re-filing of loans
- Defense cost for certain civil & criminal lawsuits: Reasonable and necessary fees incurred in the United States by the Member with the Provider's consent for an attorney appointed by them for:
  - a) Defending any civil or criminal suit brought against the Member by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment of goods or services, or default on a loan solely as a result of a stolen identity incident.
  - b) Removing any civil or criminal judgment wrongfully entered against the Member solely as a result of a stolen identity incident.
- Reimbursement of fees: Reasonable and necessary costs incurred in the United States by the Member for:
  - a) Re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of a stolen identity event.
  - b) Notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the Member's efforts to report a stolen identity and/or amend or rectify records as to the Member's true name or identity as a result of a stolen identity incident.
  - c) Up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after the Member's discovery of a stolen identity incident.

\*Id theft benefits are not available in NY State.

### **IV. Free and Discounted Legal Services for Individuals and Families**

Beyond the reimbursement of eligible defense costs, this identity theft program provides access to unlimited discounted legal care, at capped hourly rates, enabling members to both defend themselves and prosecute thieves.

Identity theft victims have access to a proprietary attorney network that will represent them at the low hourly rate of \$125.00, or 40% off the plan attorney's usual and customary hourly rate, whichever is greater, for all extended legal care.

### **Family Legal Plan**

Members and their family will have access to a nationwide network of plan attorneys that have contracted with Legal Club to provide free and discounted legal services. Upon contacting our MSD, members will be referred to a plan attorney based on language, area of law, and location.

### **Free Legal Services**

The following nine (9) services are available at no charge from your plan attorney.

- Initial phone consultation for each new legal matter (no time limit)
- Initial face-to-face consultation for each new legal matter (no time limit)
- Review of independent legal documents (6 page maximum per document, no limit to the number of new independent documents)
- Plan attorneys will prepare a free Simple Will for the member and their family, as well as update the Will annually for free.
- A state specific, web based, free Living Will form is available to Members. This form can be notarized by a Notary Public. Store this document in a safe location
- Plan attorneys will help Members represent themselves in small claims court
- Assistance in solving problems with government programs, such as INS and welfare
- When deemed appropriate by the plan attorney, he or she will write letters on the members behalf (one letter per legal matter, with no limit on the number of new legal matters)
- When deemed appropriate by your plan attorney, he or she will make phone calls on the members behalf (one phone call per legal matter, with no limit on the number of new legal matters)

\*In many states, Attorney liability may require Plan Attorneys to obtain a retainer from the member prior to providing some of the free member benefits.

### **Deeply Discounted Legal Services\*:**

The following are eight (8) commonly used legal services for which plan attorneys have agreed to charge a one-time, deeply discounted fee.

<b>Legal Service</b>	<b>Member Rate</b>	<b>Non-Member Rate</b>
Traffic Ticket Defense	89	199
Name Change	155	365
Simple Will (w/Minors Trust)	250	530
Bankruptcy (Chapter7)	750	1500
Non-Support (Spouse/Child)	275	1490
Simple Divorce	275	1100
\$Regular Incorporation	295	585
Personal Real Estate Closing	250	675

The fees listed above do not include additional filing fees, costs, or administrative expenses. They are only for legal services rendered.

### **Guaranteed Low Hourly Rate:**

Plan attorneys have contracted to never charge more than \$125.00 per hour, or when appropriate, give members a 40% discount off their usual and customary hourly rate, which ever is greater for legal care that goes beyond the free and discounted services described above.

### **Retainers:**

In the case of extended legal care, plan attorneys may ask the member for a retainer. Any retainer sought will be computed by multiplying the number of hours a plan attorney believes a case will take, by the appropriate discounted hourly plan rate. For instance; 10 hours x \$125.00 = a retainer of \$1,250.00. Any unused portion of the retainer will be returned to the member.

### **Contingency Fee Discounts:**

The contingency fee discount will be a 10% reduction of the state maximum rate or the attorney's usual rate, whichever is lower.

\*In many states, Attorney liability may require Plan Attorneys to obtain a retainer from the member prior to providing some of the free member benefits.

Please use the following contact information to access your benefits. Always identify yourself as a Nation Safe Drivers Member when accessing any of your benefits

**Identity Theft:** 866-IDHelp2 (866-434-3572) Policy Number: 916304

**Restoration & Lost Credit Card Assistance:** 800-441-6531

**Legal Referrals:** 800-305-6816 [www.legalclub.com](http://www.legalclub.com)

**Legal Services Disclaimer:** NCD Financial encourages its Members to inquire into the credentials and licenses of legal professional that they authorize to represent, and or advise them. This should include all professional members of a legal team assigned to your issue, and or case. Legal representation does not in any way ensure the desired outcome for any individual.

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**V. Member Discounted Services for Prescription Drugs, Automotive Services, Travel and Theme Parks:** For details on these benefits, please refer to the "Member Discount Package" and "RX SavingsPlus" documents which can be found at [www.ncdfinancial.com/discounts](http://www.ncdfinancial.com/discounts).

**VI. NCD Financial Technical Support Services**

**NCD Financial offers unlimited Technical Support for specific electronics that assists Members with accessing the manufacturer's Technical Support, obtaining appropriate repair and operating system discs, and instructing Members on how to open their systems in a safe mode where the operating system can perform diagnostics. In some limited, pre-authorized cases, where the Member must first sign a waiver in the event that any of their personal programs and documents are lost, NCD Financial may accept the return of some electronics for diagnostics, limited repairs, and in limited cases, replacement options.**

## Privacy Statement

This Privacy Statement explains how NCD Financial, LLC ("NCD Financial" or "we") collects, uses, and shares information about individuals who do business with NCD Financial. For individuals who hold a layaway account ("Account") with us, we will use and share any information that we collect from or about you in accordance with this Privacy Statement.

**What personal information do we collect?** We obtain information about you ("personal information") when you provide it to us, such as by submitting Account application information and/or submitting your request to activate your Account. The types of information we collect may include, without limitation, your name, address, social security number, income information, and financial bank account information. We may supplement the information you provide to us with information about you that we collect from other sources, such as credit reporting agencies and providers of marketing information, which may furnish us with additional information about your identity, credit or payment history, purchasing preferences, and other matters.

**How do we use personal information?** We may use personal information for the following purposes:

- To deliver products and services to you.
- To respond to your inquiries and fulfill your requests;
- To send you important information, changes to our terms, conditions and policies and/or other such information;
- To send you marketing communications that we believe may be of interest to you
- To allow you to apply for one of our products, services, or programs;
- To verify your identity and/or location in order to access, service, and maintain your Account;
- To protect our business against risk of loss and fraud;
- To report to a credit bureau;
- For our other business purposes, such as product development, service improvements, data analysis, identification of usage trends, and determining the effectiveness of our promotional campaign; and
- To comply with laws and regulations and other legal process and law enforcement requirements.

**With whom do we share personal information?** We do not share your personal information with third parties except as indicated below:

- **Authorized Service Providers.** NCD Financial may share your personal information with our authorized service providers that perform certain services on our behalf in connection with your Account. These service providers may include, without limitation, financial service providers and fulfillment agencies. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.
- **Trusted Third Parties.** We may also share Account information with other financial companies with whom we jointly offer products and services. Any such company with whom we share your information is required to adhere to similar privacy laws as us.
- **Other Situations.** We also may disclose your information: (i) in response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend our legal rights; to defend against legal claims; or as otherwise required by law; (ii) when we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; or to enforce our agreements or policies; and (iii) in connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, asset sale or in the unlikely event of a bankruptcy.
- **Aggregated Information.** NCD Financial does share, rent or license aggregated information about you and other customers collectively and other non-personal information NCD Financial collects, at our own discretion.

**How do we safeguard your personal information?** We have implemented reasonable physical, electronic, and procedural safeguards to protect the personal information we have collected about you from unauthorized use,

misuse, disclosure, loss and alteration. You must understand, however, that we cannot guarantee the absolute security of your information, as no networked system or Internet transmission is totally secure. We assume no responsibility or liability if any information relating to you is intercepted and/or used by an unintended recipient.

**How can you correct or update personal information we have collected about you?** To access the personal information collected about you, to correct factual errors in such information, or to update our records with respect to your personal information, please contact us by the contact information provided below

**How do I tell you about my privacy choices?** You may contact us by the contact information provided below

**What about joint accounts?** Each person may separately make privacy choices, and joint account holders may make privacy choices for each other. If only one joint account holder makes a privacy choice, information about the other joint account holder may be shared.

**Special Notice for Vermont Residents.** In order to comply with Vermont law, we will not share information we collect about Vermont residents with companies outside our corporate family unless the law allows. For example, if we disclose information about you to other financial institutions with which we have joint marketing agreements, we will only disclose your name, contact information and information about your transactions.

**Special Notice for California Residents.** In order to comply with California law, the following applies if your account has a California mailing address. Even if you do not execute your privacy option as listed above, we will not share information that we have about you with non-financial companies outside our family of companies, unless otherwise permitted by law. We will not share information about you within, or with financial companies outside, our family of companies unless we first provide you with further privacy choices or unless permitted by law.

**What choices do you have about information sharing?** You may tell us not to share information about you with other companies outside of those companies involved with servicing your Account. Even if you do tell us not to share, we may do so as required or permitted by law, and if you have authorized us to share information in connection with that product or service.

### YOUR CHOICES

**Restrict Information Sharing With Companies We Own or Control (Affiliates):** Unless you say "No," we may share personal and financial information about you with our affiliated companies.

NO, please do not share personal and financial information with your affiliated companies.

**Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services:** Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services.

NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

### TIME SENSITIVE REPLY

You may make your privacy choice(s) at any time. Your choice(s) will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

To exercise your choices please contact us using any one of the options listed below.

### Contact Information:

**Mail:** NCD Financial, LLC, 3911 N. Schreiber Way, Coeur d' Alene, ID 83815

**Email:** info@ncdfinancial.com

**Phone:** 800-654-6310



## **CREDIT REPORTING - NCD FINANCIAL IS NOT A CREDIT REPAIR COMPANY**

Reporting on your payments to a Credit Bureau is considered by NCD Financial to be a value-added service. Reporting on individual customers' payment histories to a Credit Bureau has had a positive effect for some of our customers, who make their payments on time and who have not had any payments returned by their bank for any reason.

While NCD Financial may report on your payments to a Credit Bureau, NCD Financial IS NOT A CREDIT REPAIR COMPANY. **Title IV of the Consumer Credit Protection Act (Public Law 90-321, 82 Stat. 164) states that a *Credit repair organization*:** (A) means any person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform (or represent that such person can or will sell, provide, or perform) any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of: (i) improving any consumer's credit record, credit history, or credit rating; or (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i); and, (B) DOES NOT INCLUDE: (i) any nonprofit organization which is exempt from taxation under section 501(c) (3) of the Internal Revenue Code of 1986; (ii) any creditor (as defined in section 103 of the Truth in Lending Act,(5) with respect to any consumer, to the extent the creditor is assisting the consumer to restructure any debt owed by the consumer to the creditor; or (iii) any depository institution (as that term is defined in section 3 of the Federal Deposit Insurance Act) or any Federal or State credit union (as those terms are defined in section 101 of the Federal Credit Union Act), or any affiliate or subsidiary of such a depository institution or credit union.

**NCD FINANCIAL CANNOT AND DOES NOT REPAIR ANY INDIVIDUALS' CREDIT REPORT OR CREDIT SCORE. NCD FINANCIAL DOES NOT SOLICIT, OR SEEK REIMBURSEMENT FOR ANY SERVICES THAT CLAIMS TO BE ABLE TO REPAIR ANY INDIVIDUALS' CREDIT REPORT OR CREDIT SCORE.**

## **NCD Financial Rewards Program Terms & Conditions**

NCD Financial, LLC (“NCD Financial,” “we,” “us”) offers its customers (“Customers,” “you”) who buy NCD Financial products the opportunity to participate in the NCD Financial Rewards Program (the “Program”) and earn reward points. The Program terms and conditions (“Terms & Conditions”) govern the Program and NCD Financial’s relationship with members of the Program. Membership in the Program is subject to the Terms & Conditions set forth below, and unless specifically indicated otherwise, these Terms & Conditions apply to all Customers participating in the Program.

If you require clarification or further information with regard to any of these Terms & Conditions, you may contact us at 3911 N. Schreiber Way, Coeur d’Alene, ID 83815 or send an email to [info@ncdfinancial.com](mailto:info@ncdfinancial.com).

### **1. Program Eligibility and Membership**

#### **General**

1. The Rewards Program is offered at the sole discretion of NCD Financial, and participation in the Program is subject to the Terms & Conditions and any other rules, regulations, policies or procedures that NCD Financial may adopt from time to time. NCD Financial has the sole discretion to interpret and apply the Terms & Conditions, and all related questions or disputes regarding these Terms & Conditions will be resolved by NCD Financial in its sole discretion.
2. NCD Financial may amend the Terms & Conditions at any time without notice.
3. Participation in the Program is generally available to all individuals that purchase a product from NCD Financial on or after May 1, 2012.
4. NCD Financial reserves the right to create and execute ad hoc incentive or benefit programs that may deviate from the Program. Eligibility for such ad hoc incentive or benefit programs shall be determined at the sole discretion of NCD Financial.

#### **Enrollment**

1. Customers that purchase a product from NCD Financial on or after May 1, 2012 automatically are enrolled in the Program. Each customer enrolled in the Program will be assigned a unique Rewards Program account number. We will mail each customer enrolled in the Program a Rewards Program card that displays the unique Rewards Program account number.
2. Individuals that have not purchased a product from us may enroll in the Program at any time by creating an account on our website at [www.ncdfinancial.com](http://www.ncdfinancial.com) or sending an email to [info@ncdfinancial.com](mailto:info@ncdfinancial.com). Each customer enrolled in the Program will be assigned a unique Rewards Program account number. We will mail each customer enrolled in the Program a Rewards Program card that displays the unique Rewards Program account number.

### **2. Rewards Program Benefits and Incentives**

#### **Earning Program Points**

1. You may earn Program points (“Points”) when you make payments on your NCD Financial account. Additional points (Bonus Points) may be earned when certain purchases are paid in full.
2. Customers who are enrolled in the Program earn one hundred (100) Points for every dollar **paid** to NCD Financial.
3. Points begin to accrue when the initial layaway purchase period is complete and NCD Financial begins to finance the balance of your account or when your balance is paid in full, whichever occurs first. Once Points begin to accrue, you will receive Points for payments made during the initial layaway purchase period and for payments made from that point forward. For more information about our layaway program, visit our website at [www.ncdfinancial.com](http://www.ncdfinancial.com).
4. All Points are earned sixty (60) days after a payment is received by NCD Financial.

#### **Redeeming Program Points**

1. Subject to these Terms & Conditions, Points can be redeemed for Rewards.
2. In order to redeem Points for Rewards, you must not be in default under your NCD Financial Revolving Charge Agreement, as set forth in Section 4 of the Revolving Charge Agreement.
3. Points can be redeemed for certain products listed in the NCD Financial electronic catalog (“Product Reward”) which can be obtained by emailing us.
4. All products that are eligible for a Product Reward are assigned a points value.
5. To redeem your Points for a Product Reward, you can call our customer service department at (800) 654-6310 or enter your Rewards Program account number during the online check-out process.
6. NCD Financial reserves the right to substitute a Product Reward of equal or greater value if a Product Reward is unavailable or for any other reason.
7. Points also can be redeemed for cash (“Cash Reward”). Two thousand (2000) Points equal to one (1) U.S. dollar.
8. If you redeem your Points for a Cash Reward, we will apply the Cash Reward to your outstanding NCD Financial account balance (if any). If you do not have an account balance or you have enough Points remaining after we apply your

Cash Reward to your account balance to redeem cash, we will issue an electronic funds transfer to the financial institution tied to your NCD Financial account. If we cannot issue an electronic funds transfer, we will send a check to your last known mailing address.

9. To redeem your Points for a Cash Reward, you can contact our customer service department at (800) 654-6310 or log into your account on [www.ncdfinancial.com](http://www.ncdfinancial.com).

10. Points redeemed for a Cash Reward take up to twenty (20) days to process.

11. Neither Points nor Rewards are transferable.

12. Rewards will not be available to Customers that have not complied with all of the Terms & Conditions, as determined by NCD Financial in its sole discretion.

### **3. Modification, Cancellation and Termination**

1. The Program has no predetermined termination date and may continue until such time as NCD Financial, at its sole discretion, elects to designate a program termination date. NCD Financial has the right to terminate the Program by providing notice on the Program webpage at [www.ncdfinancial.com](http://www.ncdfinancial.com). NCD Financial may terminate the Program without such notice, in whole or in part, in any jurisdiction(s), if required to do so by applicable law.

2. NCD Financial reserves the right to revoke, cancel or suspend any membership, Reward, and/or any and all unredeemed Points, or take other action at its sole and unfettered discretion, in cases of: (1) violation of these Terms & Conditions; (2) fraud or abuse involving the Program; (3) misrepresentation of any information or any misuse of this Program; (4) violation of any national, state or local law or regulation in connection with participation in the Program; (5) default under your NCD Financial Revolving Charge Agreement, as set forth in Section 4 of the Revolving Charge Agreement; or (6) any action to the detriment of the Program. In addition to discontinuance of Program membership, NCD Financial shall have the right to take appropriate administrative and/or legal action as it deems necessary.

3. Discontinued, revoked, or terminated membership will result in the loss of all accumulated Points and the closing of your account. If NCD Financial revokes your account for any reason, you may not reapply for membership and any account opened in your name and Points earned in that account shall be forfeited upon discovery.

4. If you cancel your membership, or if your account is closed due to inactivity, you may be eligible for membership at a later date, but you will not recover any Points forfeited from the prior membership or after 12 months of inactivity.

### **4. Limitation of Liability**

1. BY REDEEMING A REWARD, YOU AGREE THAT NCD FINANCIAL AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE “RELEASED PARTIES”) WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU OR ANY PERSON FOR, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM OR THE REWARD.

2. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR (A) LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY MEMBERSHIP CORRESPONDENCE OR REWARD; (B) THEFT OR UNAUTHORIZED REDEMPTION OF POINTS OR REWARDS OR USE OF REWARD CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF NCD FINANCIAL, THE RELEASED PARTIES OR THEIR REPRESENTATIVES AND AGENTS; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES; OR (D) ANY ERRORS PUBLISHED IN RELATION TO THE REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS REGARDING ELIGIBLE PURCHASES OR ELIGIBLE REWARDS. WE RESERVE THE RIGHT TO CORRECT WITHOUT NOTICE ANY ERRORS.

3. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY IN PERFORMANCE OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, ACT OF TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY. THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM (WHETHER THE YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR PROGRAM ACCOUNT OF POINTS IN AN AMOUNT NO GREATER THAN THE NUMBER OF POINTS AT ISSUE.

4. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THESE TERMS & CONDITIONS, THE REWARDS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

5. THIS SECTION WILL SURVIVE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM.

6. YOU ARE RESPONSIBLE FOR ALL APPLICABLE TAXES (FEDERAL, STATE, LOCAL, AND/OR FOREIGN) LEVIED UPON THE REWARDS REDEEMED BY YOU UNDER THE PROGRAM.

## **5. Additional Terms**

### **General**

1. NCD Financial's failure to enforce any right or provision of these Terms & Conditions does not constitute a waiver of that right or provision. NCD Financial may revise the Terms & Conditions at any time by posting the revised Terms & Conditions on the Program webpage at [www.ncdfinancial.com](http://www.ncdfinancial.com). Your continued use of the NCD Financial website after the posting of any changes to these Terms & Conditions constitutes your acceptance of those changes. To view the most current version of these Terms & Conditions at any time, click on the "Terms & Conditions" link available on the Program webpage at [www.ncdfinancial.com](http://www.ncdfinancial.com).

2. We reserve the right to verify that Customers have at all times complied with eligibility conditions and the right at all times to monitor Customers' participation in the Program to ensure compliance with these Terms & Conditions. We also reserve the right to review, retain, and/or disclose any information that it collects from Customers through the Program as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Calls to and from NCD Financial's Customer Service Teams may be monitored and/or recorded for training and security purposes.

3. If NCD Financial, its affiliates, or agents determine, in their sole discretion, that they suspect the presence of electronic forgery in the Program or if in fact this has been the case, or if technical difficulties compromise the Program's integrity, NCD Financial may cancel or modify the Program and/or cancel memberships under suspicion. Any attempt by a Customer or any other individual to deliberately harm the NCD Financial website or sabotage the Program's legitimate operation is a violation of penal and civil laws and NCD Financial reserves the right to seek redress against the responsible party or parties to the maximum extent allowed by law.

4. NCD Financial will not be held responsible for Customers entering incomplete or wrong information, or for the technical malfunction of the phone networks or the software or the combination of both, or for data lost, delayed, or spoiled. NCD Financial is not responsible for typographical or printing errors in any materials related to the Program. NCD Financial will not accept responsibility for damaged, lost, or misdirected email, mail, or faxes. Proof of emailing/posting/faxing is not proof of receipt.

### **Communications**

1. By enrolling in the Program, you authorize NCD Financial to communicate with you via various communication channels (including, without limitation, e-mail, post mail, telephone communication, and any other means of communication utilized by the Program).

2. You agree to allow NCD Financial, its affiliates, program administrator, and any rewards providers to store and use your contact information, including names, phone numbers, e-mail addresses, and other information provided to NCD Financial through the Program in accordance with NCD Financial's Privacy Policy.

3. You consent to such information being used in connection with furthering your commercial relationship with NCD Financial and with the Program only, and may be provided to contractors acting on NCD Financial's behalf; NCD Financial distributors who promote, market, and support certain NCD Financial products and services; and assignees of NCD Financial and its subsidiaries for uses consistent with that purpose. You may at any time and with future effect withdraw your consent to (or opt-out from) receiving marketing telephone calls and/or electronic communications from NCD Financial by informing NCD Financial at your online account found at [www.ncdfinancial.com](http://www.ncdfinancial.com).

### **Governing Law**

1. The Program, the NCD Financial website, and these Terms & Conditions are governed by the laws of the State of Virginia without regard to conflict of laws provisions. Any legal proceeding regardless whether on the basis of contract, tort, or on any other basis arising out of the use of, or in connection with, the Program, the Site, or these Terms & Conditions must be brought exclusively in a court of competent jurisdiction in Fairfax County, Virginia.

2. Rewards are offered in good faith, however they may not be available if prohibited or restricted by applicable law or regulation. If for any reason a court of competent jurisdiction finds any provision of these Terms & Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of these Terms & Conditions, and the remainder of these Terms & Conditions will continue in full force and effect. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action.

3. The awarding of Points and the redemption of Rewards are void where prohibited by law.

# NCD Financial, LLC

## Terms and Conditions for Receipt of Merchandise & Services

**GENERAL.** This agreement contains the conditions and terms that apply to, and govern the receipt of NCD Financial, LLC merchandise and or services. In this agreement, the word "Account" refers to each such account, and "NCD Financial", "we", and "our", refer to NCD Financial, LLC, or our assignees. "You", and "Your", refer to all persons who were approved by us to receive merchandise and or services provided by, or made available through NCD Financial, LLC, including Member Benefit Services. The Terms and Conditions for receipt of NCD Financial Member Benefit Services can be found as an Addendum to these Terms and Conditions. NCD Financial incorporates by reference this Addendum into these Terms and Conditions for Receipt of Merchandise and Services.

1. **ACCURACY OF INFORMATION.** All of the information you furnished to us is, to the best of your knowledge, complete and accurate.

2. **WARRANTIES.** Warranty and service for merchandise including but not limited to computer, television and other electronic and non-electronic devices, if any, is provided by the original manufacturer, not by NCD Financial, LLC. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.**

3. **LIMITATION OF LIABILITY.** You agree that we do not accept liability beyond the remedies set forth herein, including but not limited to any liability for product not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services and support. Except as expressly provided herein, we will not be liable for any consequential, special, indirect, or punitive damages related to your merchandise or any services received from us, even if advised of the possibility of such damages, or for any claim by any third party. You agree that for any liability related to the purchase of product or service, we are not liable or responsible for any amount of damages above the amount invoiced for the applicable product or service. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this Agreement shall apply even if such remedies fail their essential purpose. This does not apply to transactions in New Jersey.

4. **CHANGE OF TERMS:** We may change or terminate any terms, conditions, services or features of your Account or this Agreement at any time. We may also add new terms, conditions, services or features to your Account or this Agreement. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

5. **INDEMNIFICATION.** You agree to indemnify and hold us, our Third Party Partners, parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of any merchandise received by us (b) your breach of this Agreement and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of NCD Financial, LLC, its Third Party Partners, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Company in asserting any available defenses.

6. **FORCE MAJEURE:** Our failure to perform any term or condition of this Agreement as a result of conditions beyond our control such as, but not limited to, acts of God, governmental restrictions, power failures, wars, failures of suppliers or subcontractors, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

7. **DELAY IN ENFORCEMENT.** We can delay enforcing any of our rights under this Agreement or under applicable law without losing any of these 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 date.

8. **SEVERABILITY.** 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 to the extent not prohibited by your state's Consumer Protection Act or laws, if applicable.

9. **RETURNS:** If, within the first thirty days (seven days for electronic items) after delivery of your merchandise, you return or exchange it, you may be subject to pay a restocking fee of 15 percent of the sales price, depending on the condition of the returned item, which will be charged to your Account. Returned merchandise must be in "new" condition with a valid manufacturer warranty. Returns are not accepted after thirty days from delivery.

10. **CHOICE OF LAW/VENUE:** Except to the extent that federal law is applicable, the validity, construction and enforcement of this agreement shall be governed by the laws or consumer protection act of your state at the time you executed this Agreement, if required therein. In all other events this Agreement shall be deemed to have been made and executed in Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the venue for any

action, dispute or proceeding with respect to this Agreement shall be Fairfax, Virginia.

11. **DEFAULT.** Subject to the limitations of applicable law, you will be in default under this Agreement upon your payment being returned for any reason by your financial institution or failure to make at least the minimum payment when due. After any such default, and subject to the limitations of applicable law, we have the right to terminate your Account, including suspension or termination of any recurring services, in which case the terms of this Agreement will apply until you have cured such Default.

12. **SERVICES.** You agree that we may suspend or cancel any recurring service you purchase from us at any time and without notice. You agree that we may suspend or cancel any recurring service you purchase from us should your Account go into Default. We may require you to bring your Account current before restoring any recurring service(s) listed on your Account, which will be at our sole discretion.