



**RETAIL INSTALLMENT CONTRACT**  
**RETAIL INSTALLMENT SALE AGREEMENT/RETAIL INSTALLMENT OBLIGATION**

Date: 04/13/2023  
 Account Number: 1878f171-60ea-4338-a380-d5aec6ef8477

Buyer:  
 Tara McCarl  
 \*\*\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*  
 7711 Ferguson Valley Rd  
 McVeytown, PA  
 17051

Service Provider:  
 Ritually Rooted  
 11147 Crawford Rd, null Paonia,  
 CO, 81428  
 +16052096173

Creditor:  
 New Life Capital  
 c/o ZuntaFi  
 105 1<sup>st</sup> Ave SW  
 Aberdeen, SD 57401  
 (800) 521-7806

<b>Annual Percentage Rate</b> The cost of your credit as a yearly rate.  5.99%	<b>Finance Charge</b> The dollar amount the credit will cost you.  \$878.29	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  \$5,500.00	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.  \$6,378.29	<b>Total Sale Price</b> The total cost of your purchase on credit including your down payment of \$0.00.  \$6,378.29
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**Your payment schedule will be:**

Number of Payments	Amount of Payments	When Payments Are Due
60	\$106.30	Monthly Beginning (e) 05/13/2023

**Interest Rate:**  
**5.99% Fixed Rate**

**Fees:**

**Cancellation Fee:**

**Late Charge:** If a payment is late, you will be charged 5% of the amount of the late payment or \$5.00, whichever is less.

**Return Check Fee:** \$15.00

**Default Collection Fee:** On or after Default, you agree to pay a \$20 monthly default collection fee, plus all reasonable expenses of collection, enforcement, or protection of Creditor rights and remedies under this Retail Installment Contract.

**Prepayment:** If you pay off your Retail Installment Contract early, you will not have to pay a penalty.

See the contract documents for any additional information about non-payment, default and any required payment in full before the scheduled date.

(e) means an estimate

Itemization of Amount Financed:

\$5,500.00 CASH PRICE

\$ \_\_\_\_\_ DOWN PAYMENT (if applicable)

\$ \_\_\_\_\_ PREPAID FINANCE CHARGE

\$ \_\_\_\_\_ TAXES\*

\$5,500.00 AMOUNT FINANCED

\* Taxes are paid at the time of purchase and are not included in Amount Financed

**Application and Retail Installment Contract**

Serviced by:  
ZuntaFi  
105 First Avenue Southwest  
Aberdeen, SD 57402  
(800) 521-7806  
[www.myzuntafiaccount.com](http://www.myzuntafiaccount.com)

Creditor:  
New Life Capital  
c/o ZuntaFi  
105 1<sup>st</sup> Ave SW  
Aberdeen, SD 57401  
(800) 521-7806

**Section A. Buyer Information**

*(Please type or print in dark ink and initial any changes.)*

1. Last Name McCarl	2. First Name Tara	3. Middle Initial	
4. Address 7711 Ferguson Valley Rd	5. City McVeytown	6. State PA	7. Zip Code 17051
8. Phone Number 7172504926	9. Mobile Phone Number 7172504926	10. Email Address tmccar181@gmail.com	
11. Date of Birth --/--/----	12. Social Security Number ***-**-****	13. Driver's License Number	
14. Employer Self	15. Employer Phone Number	16. Occupation	
17. Annual Gross Income \$125000	18. Residential Status OWN	19. Active Military Yes	
20. Service Provider Ritually Rooted	21. Service Provider Address 11147 Crawford Rd, null Paonia, CO, 81428	22. Service Provider Phone Number +16052096173	

**Section B. Retail Installment Contract Agreement (To be completed by the Buyer)**

By my signature, I acknowledge that I have read and understand the information contained in this Application and Retail Installment Contract including the terms on the following pages and agree to be bound by those terms, including, but not limited to, the Promise to Pay in Section A and the Retail Installment Contract Terms and Conditions. I certify that the information provided by me is true and accurate to the best of my knowledge and belief. The instructions to this Application and Retail Installment Contract are incorporated into and made a part hereof. I authorize the Creditor, any assignee of the Creditor, Servicer, any third-party debt collector and any guarantor of this Retail Installment Contract to investigate my creditworthiness, to obtain consumer reports from consumer reporting agencies, from time to time, and to furnish information concerning my debt to consumer reporting agencies and other persons who may legally receive such information. My authorization to obtain consumer reports from consumer reporting agencies is valid as long as any amounts are owed under the Retail Installment Contract. If this debt is ever in default, that fact may become a part of my credit record.

**NOTICE TO CONSUMER:**

In the following Notice, the word "you" refers to the Buyer. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT WITHOUT PENALTY AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE IN ACCORDANCE WITH THE LAW. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. I understand this is a debt I must repay.

Buyer SIGN HERE Tara McCarl

Date of Signature 04/13/2023

**RETAIL INSTALLMENT CONTRACT TERMS AND CONDITIONS**

Product or Service: Retail Installment Contract  
Service Provider: Ritually Rooted  
Creditor: New Life Capital LLC  
Interest Rate: 5.99%

**In this Retail Installment Contract, the words "I", "me", "my", and "mine" mean the Buyer signing this Retail Installment Contract individually and together with their heirs, successors and assigns and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Retail Installment Contract. The words "you", "yours", and "Creditor" mean the Creditor identified above, successors and assigns, and any other holder of this Agreement. The word "Servicer" means the company that collects the payments, responds to customer service inquiries and performs other administrative tasks associated with maintaining this Retail Installment Contract on behalf of the Creditor.**

**A. PROMISE TO PAY**

I promise to pay you, under the terms of this Retail Installment Contract, the Total Sale Price for the goods or service and, as set out below, interest on such principal sum, interest on any unpaid interest added to the principal balance, NSF fees, late charges and other fees, charges and costs as provided in this Contract.

**B. IMPORTANT - READ THIS CAREFULLY**

I will not sign this Retail Installment Contract before I read it or if it contains any blank spaces for information that is available at the time I sign this Retail Installment Contract. I am entitled to a completely filled-in copy of this Retail Installment Contract at the time I sign it.

keep it to protect my legal rights.

COMMUNICATIONS IN LANGUAGES OTHER THAN ENGLISH. I understand Creditor and Servicer may be unable to fulfill and service Contract in a language other than English. Future communications may be in English only. If I am not fluent in English, I will obtain services of an interpreter or take other steps to ensure I understand the transaction before entering into it and to have any future English communications explained to me. Communications are produced in English, and I agree the English version is always the controlling communication.

#### **C. DEFINITIONS.**

1. "Buyer" means the primary obligee of the Retail Installment Contract.
2. "Default" means I fail to perform any condition or keep any promise of this Contract or any agreement I have made with you.
3. "Disclosure Statement" means a closed-end disclosure statement as required by the Truth-in-Lending Act.
4. "Service Provider" means the person, company, corporation, business, or other entity identified in this Contract who is providing product or service for personal, family, or household purposes.
5. "Total Sale Price" means this transaction generally, including obligations and duties arising from the terms of all documents prepared and submitted for this transaction, such as applications, disclosures and this Contract including all principal sums, plus interest on such principal sums and other charges and fees that may become due as provided in this Contract.
6. "Contract" means this Retail Installment Contract Terms and Conditions, Disclosure Statement, and any extensions, renewals, modifications, and substitutions of this Contract.

#### **D. INTEREST**

1. Accrual – Beginning on the date of this Contract, interest will be calculated on the principal balance until the Contract is paid in full. Interest will be calculated on a daily simple interest basis, according to the outstanding principal balance each day of the term of this Contract. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Contract will never exceed the highest rate or charge allowed by law for this Contract. If the amount collected is found to exceed the highest rate or charge allowed, you will first apply the excess amount to reduce the principal balance, and when the principal balance has been paid in full, you will refund any remaining amount necessary to me.
2. Interest Rate – I will pay interest at the rate disclosed to me in the Disclosure Statement.
3. Post-Maturity Interest. Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in the Disclosure Statement. For purposes of this section, final maturity occurs on any of the following dates.
  - a. On the date of the last scheduled payment of principal.
  - b. On the date you accelerate the due date of this Contract (demand immediate payment).

#### **E. COMMISSIONS**

I understand and agree that you (or affiliates) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or an affiliate.

#### **F. WARRANTIES AND REPRESENTATIONS**

I have the power and authority to enter into this Contract. The execution and delivery of this Contract will not violate any agreement governing you or my property, to which I am a party.

#### **G. GENERAL TERMS**

1. Payments – I will make consecutive monthly payments in the indicated amounts, by the payment due dates shown on statements you will send me, until I have paid all of the principal and interest and any other charges I may owe under this Contract. The Total Sale Price shown in the Disclosure Statement assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.
2. Amounts Owed at the End of the Contract – Since interest accrues daily upon the unpaid principal balance, if I make payments after payment due dates, I may owe additional interest. If I have not paid my late charges, I will also owe additional amounts for those late charges. In such cases, you will increase the amount of my last monthly payment to the amount necessary to repay my Contract in full.
3. Payment Application – Payments will be applied first to late charges, other fees and charges, collection fees, accrued interest, and remainder to principal.
4. Other Charges – If any part of a monthly payment remains unpaid for a period of more than 15 days after the payment due date, I will pay a late charge of 5% of the amount of the late payment or \$5.00, whichever is less. I will also pay an NSF Fee of \$15.00 for each payment on this Contract returned for any reason, including but not limited to insufficient funds or stop payment order.

#### **H. RIGHT TO PREPAY**

I may prepay this Contract in whole or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

#### **I. FORBEARANCE**

At the Creditor's option and on the terms you state from time to time, you may allow me to postpone payments. If you accept to postpone payments, I understand that interest will continue to accrue and will become part of my Total Sale Price and Contract. Accrued and unpaid interest may be added to the final payment. Periods of forbearance may extend the Contract.

#### **J. WHOLE CONTRACT DUE (Acceleration and Default)**

1. **DEFAULT.** I will be in Default if any of the following occur:
  - a. I fail to make a payment when due.
  - b. I die or am declared legally incompetent.
  - c. I fail to perform any condition or keep any promise of this or any agreement I have made with you.
  - d. If I do not receive a statement, this does not relieve me of my responsibility and obligation of making my required payments in accordance with this Contract.
  - e. On or after Default, I agree to pay a \$20 monthly Default collection fee, plus all reasonable expenses of collection, enforcement, protection of your rights and remedies under this Contract. Expenses include but are not limited to Servicer or collection agency collection costs, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Contract. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

2. **REMEDIES.** After I Default, you may at your option do any one or more of the following:

- a. Make all or any part of the amount owing by the terms of this Contract due.
  - b. Use any and all remedies you have under state or federal law.
  - c. Make a claim for any and all insurance benefits or refunds that may be available on my Default.
  - d. Set off any amount due and payable under the terms of this Contract against my right to receive money from you, unless prohibited law.
  - e. Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Contract.
- By choosing any one or more of these remedies, you do not give up your right to use any other remedy. You do not waive a Default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a Default and to use any remedies if the Default continues or occurs again.

**K. NOTICES**

1. I will send written notice to you, or any subsequent holder of this Contract, within ten days after any change in my name, address, or phone number.
2. Any notice required to be given to me by you will be effective when sent by first class mail or electronic mail to the latest address you have for me.

**L. PRIVACY**

1. You may report information about my Contract to credit bureaus. Late payments, written off balances, missed payments or other Default on my Contract may be reflected in my credit report.
2. I must update the information on my Contract whenever you ask me to do so.
3. I authorize you, Servicer, subsequent holder, their agent or guarantor from time to time to request and receive from others credit related information about me (and about my spouse if I live in a community property state).
4. I authorize the Service Provider to release to Servicer, Creditor, subsequent holder, their agents, or guarantor, any requested information pertinent to this Contract (e.g., employment, current address).
5. I authorize you, Servicer, subsequent holder, their agent or guarantor to check my credit and employment history, answer questions about their credit experience with me and to release any information gathered in the credit review process. I further authorize you to release such information to the Service Provider identified in this Contract.
6. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for me: When I open an account you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.

**M. ADDITIONAL AGREEMENTS**

1. Your failure to enforce or insist that I comply with any term of this Contract is not a waiver of your rights. No provision of this Contract can be waived or modified except in writing. My responsibility for paying this Contract is unaffected by the liability of any other person to you or by your failure to notify me that a required payment has not been made.
2. Without losing any of your rights under this Contract you may accept (a) late payments, or (b) as permitted by law, partial payments, even if marked "payment in full." I WILL NOT SEND YOU PARTIAL PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE" OR "WITH OTHER SIMILAR LANGUAGE UNLESS THOSE PAYMENTS ARE MARKED FOR SPECIAL HANDLING AND SENT TO THE ADDRESS OF THE SERVICER OR SUCH OTHER ADDRESS AS I MAY BE GIVEN IN THE FUTURE.
3. You may delay or fail to exercise or waive any of your rights on any occasion without losing your entitlement to exercise the right at a future time or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present this Contract to me for payment or make protest of non-payment to me before suing to collect on this Contract if I am in Default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.
4. This Contract is governed by the laws of Arizona and applicable federal law and regulations of the United States of America.
5. I may not assign this Contract or any of its benefits or obligations. You may assign this Contract at any time. I will be notified of any assignment of this Contract unless such assignment will not result in a change to the address, I must send payments, correspondence and notices.
6. The terms and conditions set forth in this Contract and the Disclosure Statement constitute the entire agreement between you and me.
7. If any provision of this Contract is held invalid or unenforceable, that provision shall be considered omitted from the Contract without affecting the validity or enforceability of the remainder of this Contract.
8. Any provision of this Contract may be modified if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of this Contract.
9. The duties and benefits of this Contract will bind and benefit the successors and assigns of you.
10. By signing this Contract, I expressly authorize the Creditor, any holder of the Contract, Servicer, insurer, or any third-party debt collector in order to service my Contract or collect any amount that I owe on my Contract, to contact me through my currently owned or future acquired phone number (whether a mobile telephone, other wireless device, fixed-line or landline telephone) using autodialed, prerecorded or any other type of calls or voice or text messages that could result in charges to me. I understand I am not required to provide a mobile telephone or other wireless number. By providing my e-mail address, I authorize the Creditor, any holder of the Contract, Servicer, insurer, or any third-party debt collector to contact me at the e-mail address or a successor electronic address.
11. I authorize the Creditor, any holder of the Contract, Servicer, insurer, or any third-party debt collector to assess a convenience fee if I choose to use an online or phone payment service.
12. Dissatisfaction with Service Provider – Except as otherwise provided herein, if I am dissatisfied with the Service Provider, I am not relieved of any obligation on my Contract. I understand and acknowledge that Creditor, its employees and agents, do not in any way endorse, promote or make any representations regarding the quality of any Service Provider.

**N. GENERAL PROVISIONS**

1. Unless otherwise required by law, any notice will be delivered electronically or first-class mail to my last known address.
2. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will constitute reasonable notice to me under the Uniform Commercial Code or other applicable state law.

3. I will provide you any financial statement or information you request. All financial statements and information I give you will be complete and accurate and complete. My name and address are my exact legal name and my principal residence. I will provide you notice within 10 days of changing my name or principal residence.

**O. BUYER CERTIFICATION**

I declare that the following is true and correct. I certify that the information contained in my Contract is true, complete, and correct to the best of my knowledge and belief and is made in good faith. I hereby authorize the Service Provider to pay to the Creditor or subsequent holder a refund, which may be due me up to the amount of this Contract. I certify this Contract will be used to purchase a product or service for personal, family, or household purposes from the Service Provider named on the application.

At my Creditor's option, I understand that my Creditor may either electronically transmit funds to the Service Provider to be applied to my Buyer's account or if my Creditor issues check(s), I authorize my Creditor to issue a check made payable based upon the Service Provider's preference and be applied to the Buyer's account. I understand that I will receive a Disclosure Statement that identifies my Total Sale Price amount (as determined by the Creditor), fee amounts and rates. I understand and agree that if the information on the Disclosure Statement conflicts with the information on this Contract, the information on the Disclosure Statement applies. I also certify the following: I have read the materials explaining the Contract and Service Provider's product or service that have been provided to me and I understand the provisions of the product or service and Contract, my responsibilities, and my rights under this Contract.

**P. ARBITRATION AGREEMENT**

Except as expressly provided below, I agree that any claim, dispute or controversy arising out of or that is related to (a) Contract (including, without limitation, any dispute or the validity of this arbitration provision), or (b) any relationship resulting from this Contract, or (c) any activities in connection with the Service Provider evidenced by this Contract (including, without limitation, the application for the Contract evidenced by this Contract, the disclosures provided or required to be provided in connection with the Contract, including, without limitation, the Truth in Lending disclosures set forth above, or the underwriting, servicing or collection of the Contract), or (d) any insurance or other service related to this Contract, or (e) any other agreement related to this Contract or any such services, or (f) breach of this Contract or any other such agreement, whether based on statute, contract, tort, federal regulation or any other legal theory, any "Claim" shall be at my or my Creditor's election settled by arbitration based on the Uniform Arbitration Law as enacted in the State of South Dakota provided the loser shall pay all costs including attorney fees, expert witness fees and expenses, arbitrator's fees and expenses and all other expenses therewith. Creditor agrees that it will not elect to arbitrate any individual claim of less than \$12,000 that may be brought in small claims court (or in a similar court of limited jurisdiction, subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if my claim exceeds \$12,000, Creditor reserves the right to elect arbitration and, if it does so, I agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

**RIGHT TO REJECT:** I may reject this Arbitration Agreement by mailing a signed rejection notice to ZuntaFi, 105 First Avenue South West, Aberdeen, SD 57401-4104 within 60 days after the date of my Contract. Any rejection notice must include my name, address, telephone number and Contract or account number.

I UNDERSTAND THAT IF EITHER CREDITOR OR ME CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES. OR OTHERWISE LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT I OR CREDITOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

This Arbitration Agreement shall survive full payment of the Contract, your transfer of the Contract, any bankruptcy or insolvency proceedings, any forbearance or modification of the Contract and any cancellation of this Contract. If any part of this Arbitration Agreement, except for the class action waiver, is found unenforceable by a court, then the specific part shall be severed, but the remainder of the Arbitration Agreement will continue in full force. If a court finds the class action waiver to be unenforceable, then this Arbitration Agreement will be deemed unenforceable. The Arbitration Agreement is void if I am a covered member or dependent under the Military Lending Act.

**Q. MILITARY LENDING ACT**

The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Buyers").

1. **STATEMENT OF MAPR:** Federal law provides important protections to members of the Armed Forces and their dependents related to the extension of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The cost of credit associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
2. **ORAL DISCLOSURE:** Before signing this Contract, in order to hear important disclosures and payment information about this Contract, you may call 1-347-826-1683.
3. **APPLICABILITY OF ARBITRATION AGREEMENT:** The Arbitration Agreement as described in (Q) Arbitration Agreement set forth in this Contract does not apply to Covered Buyers.

**R. JURY TRIAL WAIVER**

TO THE GREATEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE BUYER, AND CREDITOR AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM BROUGHT BY THE BUYER OR CREDITOR ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS CONTRACT OR DISCLOSURE STATEMENTS.

**S. STATE NOTICES**

Each of the following notices applies only to residents of the state indicated:

**CALIFORNIA RESIDENTS:** I have the right to prohibit the use of information contained in my credit file in connection with transactions initiated by me. I may exercise this right by notifying the consumer reporting agency. A married applicant may apply for a separate account if my application is denied or I refuse your counteroffer and your decision was based, in whole or part, on information in a consumer credit report.

I have the right to obtain a free copy of the report from the consumer reporting agency within 60 days. I have the right to obtain a copy of my consumer credit report from any other consumer reporting agency, which compiles and maintains files on consumers on a nationwide basis. I also have the right to dispute the accuracy or completeness of any information in a consumer credit report furnished by any agency.

**CALIFORNIA and UTAH RESIDENTS:** As required by California and Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

**KANSAS and NEBRASKA RESIDENTS; NOTICE TO CONSUMER**

1. I should not sign this Contract before I read it.
2. I am entitled to a copy of this Contract.
3. I may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with applicable law.

**MAINE, NEW YORK, RHODE ISLAND, and VERMONT RESIDENTS:** You may obtain a consumer credit report in connection with this application and in connection with any updates, renewals, or extensions of any credit as a result of this Contract. Upon request, I will be informed whether or not consumer credit reports were obtained, and if consumer credit reports were obtained, I will be informed of the names and addresses of the consumer reporting agencies that furnished the reports. You also may obtain a consumer credit report in connection with the review or collection of any Contract made to me as a result of this application or for other legitimate purposes related to any such Contract.

**MARYLAND RESIDENTS:** You elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions, which you expressly reserve.

**INDIANA and MAINE RESIDENTS:** The provisions of this Contract regarding the payment of collection agency costs and court costs in lawsuits where lawsuits must be filed do not apply to Maine or Indiana residents.

**MISSOURI and NEBRASKA RESIDENTS:** ORAL AGREEMENTS OR COMMITMENTS TO, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. THIS CONTRACT IS INTENDED TO PROTECT ME (BUYER(S)) AND YOU (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS OR STATEMENTS REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**NEVADA RESIDENTS:** This is a Contract for personal, family, or household purposes.

**NEW HAMPSHIRE RESIDENTS:** If you refer this Contract to an attorney for collection, I agree to pay your reasonable attorneys' fees. However, if I prevail in any action, suit, or proceeding you bring, or an action brought by me in connection with this Contract, or if you successfully assert a partial defense of setoff, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorneys' fees as the court considers equitable.

**NEW JERSEY RESIDENTS:** The section headings of this Contract are a table of contents and not contract terms. Portions of this Contract with references to actions taken to the extent of "applicable law" apply to acts or practices that New Jersey law permits or requires. In this Contract, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

**NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** A consumer credit report may be obtained from a consumer reporting agency in connection with this Contract. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the consumer reporting agency that furnished the reports. If you agree to make this Contract to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my Contract, taking collection action on my Contract or legitimate purposes associated with my Contract.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**TEXAS RESIDENTS:** I give up (waive) my common law rights to receive notice of intent to accelerate and notice of acceleration. This means that I give up the right to receive notice that you intend to demand that I pay all that I owe on this Contract at once (accelerate) and notice that you have accelerated. This written Contract represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**UTAH RESIDENTS:** This Contract is a final expression of the agreement between the Creditor and the Buyer and the written agreement may not be contradicted by evidence of any alleged oral agreement.

**WISCONSIN RESIDENTS ONLY:** If I am a married Wisconsin resident: (1) My signature confirms that this Retail Installment Contract obligation is being incurred in the interest of my marriage or family. (2) No provision of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes or court decree under §766.70 adversely affects your interest unless, prior to the time that the loan is approved, you are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. (3) My spouse has actual knowledge that this credit is being extended to me and has waived the requirements of §766.56(3)(b) of the Wisconsin Statutes, as acknowledged by his or her signature on the Notice to Married Wisconsin Residents that I receive with this Agreement.