

1004 PARSONS ROAD P.O. BOX 1030 SALISBURY, MD 21803-1030

CREDIT APPLICATION & AGREEMENT

TELL US ABOUT YOURSELF

MIDDLE INITIAL

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FIRST

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CREDIT AGREEMENT

I certify everything I have stated in this application is true and correct to the best of my knowledge. I understand you will retain this application irregardless of whether or not it is approved. You are authorized to check my credit and/or employment history and to answer questions from other bona fide credit grantors about your credit experience with me.

Irregardless of whether or not this application is approved, I agree (1) to remit all payments on or before due date appearing on billing invoices/statements and understand and agree to pay a late charge in each instance a payment is not received when due [all late charges will be computed as follows: 1-1/2% per month (ANNUAL PERCENTAGE RATE 18%)]; (2) I understand and agree to pay a service charge if a personal check is tendered in payment and that check is returned to you unpaid for any reason; and, (3) I understand and agree to pay all costs incurred by you in collecting my account including attorney fees up to 33-1/3% of the amount referred for collection. If any suit needs to be filed to collect an unpaid balance, customer agrees that such suit may be brought in the courts of Wicomico County, Maryland.

Lunderstand if approved by you, I may elect to participate in the Budget Payment Plan. If I elect to participate in this Plan, I agree to settle my account in full each June.

In the event I change my address, I agree to provide you a minimum of two weeks prior notice in writing. I understand that I am responsible for the payment of all products and/or services provided by you to my address until such time as this notice is received by you.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act required prompt correction of billing mistakes.

- 1. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill:
 - a. Do not write on the bill. On a separate sheet of paper write [Alternate: Write on the bill or other sheet of paper] (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
 - Your name and account number.
 - ii A description of the error and an explanation (to the extent you can explain) why you believe it is an error.
 - If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip.
 - Do not send in your copy of the sales slip or other document unless you have a duplicate copy of your records.
 - iii The dollar amount of the suspected error.
 - iv Any other information (such as your address) which you think will help the creditor to identify you or the reason for your complaint or inquiry.
 - b. Send your billing error notice to the address on your bill which is listed after the words: "Send Inquiries to:" or similar wording. [Alternate: Send your billing error notice to: (creditor's name and address)].

Mail it as soon as you can, but in any case, early enough to reach the creditor within 60 days after the bill was mailed to you.

- 2. The creditor must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the creditor is able to correct your bill during that 30 days. Within 90 days after receiving your letter, the creditor must either correct the error or explain why the creditor believes the bill was correct. Once the creditor has explained the bill, the creditor has no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.
- After the creditor has been notified, neither the creditor nor an attorney or a collection agency may send you, collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. However, you remain obligated to pay the parts of your bill not in dispute.
- 4. If it is determined that the creditor has made a mistake on your bill, you will not have to pay any finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, the creditor must send you a written notification of what you owe; and if it is determined that the creditor did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.
- If the creditor's explanation does not satisfy you and you notify the creditor in writing within 10 days after you receive his explanation that you still refuse to pay the disputed amount, the creditor may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the creditor must also report that you think you do not owe the money, and the creditor must let you know to whom such reports were made. Once the matter has been settled between you and the creditor, the creditor must notify those to whom the creditor reported you as delinquent of the subsequent resolution.
- 6. If the creditor does not follow these rules, the creditor is not allowed the first \$50 of the disputed amount and finance charges, even if the bill turns out to be correct.
- 7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them, if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right:
 - a. You must have bought them in your home state or if not within your home state within 100 miles of your current address; and
 - b. The purchase price must have been more than \$50.

However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.