

**MOODY'S JEWELRY**  
YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In Case Of Error 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 at the address listed on your bill. Write as soon as possible. We must hear from you no later than 60 days after we send 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 unsure about.

**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 apply any unpaid amount against your credit limit. You could not have to pay the 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 in your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still think we are in error and 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 the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the amount in question, even if your bill was correct.

## MOODY'S RETAIL CHARGE AGREEMENT

"You" and "your" refer to each person who is authorized to use this account or who signs this Agreement: "we", "us", and "our" refer to Moody's.

**FINANCE CHARGES:** Finance charges are assessed in all monthly billing periods except when the balance is zero or the balance is a credit at the end of a monthly billing period. You will avoid any further finance charge if you pay the full amount of the the "New Balance" shown on the statement within 25 days after the billing date shown on that statement. If you do not, you agree to pay a finance charge of 13/4% which is an annual percentage rate of 21% applied to the average daily balance for the current billing cycle. Our statement date and billing cycle closing date is approximately the 15th day of the month. A minimum FINANCE CHARGE OF \$.50 will be charged in any month when the account has a month-end balance and the calculated FINANCE CHARGE is less than \$.50. The average daily balance will be determined by: (1) taking the beginning balance of the account each day; (2) adding any new charges or adjustments; (3) subtracting any payments or credits. This produces the daily balance. Then, all of the daily balances for the billing cycle are added up and divided by the number of days in the billing cycle. This average daily balance will then be multiplied by the 13/4% Periodic FINANCE CHARGE RATE to produce the finance charge for the billing cycle.

**MINIMUM PAYMENT:** You agree to pay at least a minimum payment each month of 6% of the opening balance on the account, 6% of the new balance as calculated at the end of the billing period where subsequent purchases are added to the account, or the minimum amount specified at the time of any subsequent purchases added to the account.

**FAILURE TO MAKE MINIMUM PAYMENT:** If you fail to pay us the Minimum Monthly Payment in full by the due date on your billing statement, you agree to pay a Late Payment Fee of \$10. In addition if you do not make at least the minimum payment when due, we may declare the entire balance due and payable. This balance may include any reasonable attorney's fee plus court costs and collection expenses, as allowed by the Laws of Oklahoma.

**RETURN CHECK FEE:** You agree to pay \$25 or the maximum amount prescribed by Oklahoma Law, whichever is less, each time any payment check on your Account is returned unsatisfied by your bank or other financial institution for any reason.

**PAYING MORE THAN MINIMUM:** You can pay your entire balance at any time, or you can pay any amount from the minimum payment due to the entire balance.

**PAYMENT DUE DATE:** Payments are due on your account by the 10th of the month and are delinquent if received after the 10th of the month.

**SECURITY INTEREST IN GOODS:** Buyer grants to Moody's, and Moody's retains, a secured interest as defined in the Oklahoma Uniform Commercial Code, in all goods on this receipt, any goods purchased under this account in the future, and also in any insurance or other proceeds to reimburse loss or damage to such secured goods, or replacement goods, until the account is paid in full. Buyer authorizes hereby that a copy of this document may be treated as an original signed financing statement or security interest document and filed in any recording or reporting system for the recordation of a UCC financing statement or security interest without further signature of Buyer. Buyer shall not transfer, sell, loan, pledge or give possession of any good secured by this agreement to any other person without the express written permission of Moody's, and failure to so obtain permission shall be deemed a fraudulent transfer and misrepresentation against Moody's. Failure to immediately inform Moody's of any loss or damage and to turn over any insurance proceeds for loss to secured goods shall be deemed a fraudulent transfer of such proceeds and a misrepresentation against Moody's. If you do not make payments as agreed this security interest allows us to repossess the merchandise which has not been paid in full.

**CHANGE IN THIS AGREEMENT:** We have the right to change any item in this Agreement at any time by giving you notice of the intended change or as otherwise permitted by law. At our option we may apply new terms, including an increased rate of finance charge, to the entire balance on the account.

**AUTHORIZED BUYERS:** You agree to assume responsibility for credit extended by us when the account is used by yourself or any member of your immediate family, or is used with your knowledge, consent, or actual, implied, or apparent authorization.

**CREDIT INVESTIGATION AND DISCLOSURE:** You authorize us to investigate your credit standing by obtaining credit reports and by making direct inquiries of businesses where you have accounts or where you are employed. We may ask for a credit report after your account is opened if we want to update our records, renew your account, or decide whether to grant you additional credit. You also authorize us to furnish information concerning your performance under this account to consumer credit reporting agencies and others who may properly receive that information.

**APPROVAL OF CREDIT:** This Agreement and all subsequent charges on the account are subject to the approval of our Credit Department.

**INSURANCE:** We may require that you maintain insurance covering loss of and damage to the merchandise charged to the account. Such coverage may be provided by existing policies held by you if such policies are satisfactory to us.

**RESTOCKING:** The minimum restocking fee for returned merchandise, whether by voluntary or involuntary repossession, will be 20% of the net price of the merchandise.

**COSIGNERS/CO-PURCHASERS:** As cosigner/co-purchaser on this account, you are responsible for all transactions to this account unless you notify Moody's in writing before subsequent charges are made that you will only be responsible for transactions to this account prior to receipt of such written notification by Moody's.

If there are any questions concerning this account, phone 918-834-3371, Credit Department (ext. 203).