

**Curacao
Credit Card
Terms and Conditions - CA**

AGREEMENT TERMS. To simplify the rest of this agreement, the following definitions will apply throughout. The word “agreement” means (1) these Credit Card Terms and Conditions and (2) the Pricing Information Table provided to you, which Pricing Information Table is incorporated into and made a part of these Terms and Conditions. The word “card” means one or more cards that we have issued with your account number. The word “account” means your Adir Financial/Adir International/ Curacao Credit Card Account. Account and card will be synonymous. The words “we”, “us”, “our” and “CURACAO” mean ADIR INTERNATIONAL, LLC or any subsequent holder or assignee of your account and any balances arising under the account. The words “you” and “your” mean each and all persons responsible for the agreement or who use the account or card, such as accountholders, authorized users, co-applicants and co-signers if applicable. CURACAO is a wholly owned subsidiary of ADIR INTERNATIONAL, LLC. The account and card may only be used at any of our CURACAO locations and the card is not a general purpose credit card.

ACCEPTANCE OF AGREEMENT. You are responsible for all amounts owed on your account; you agree to repay all amounts owed on your account according to the terms and conditions of this agreement. This agreement is effective when any account-holder, or authorized user; either uses the account or card, activates the card, or takes any other action which indicates acceptance of the account or card. Please keep the agreement (including the Pricing Information Table) with your records.

CONSUMER ACCOUNT. You agree to use this account only for personal, family or household purposes and all transactions will be deemed to be for personal, family or household purposes. Each card must be signed prior to its use.

AUTHORIZED USERS. If you want to add an authorized user to your account, please bring him or her into one of our stores or request such addition in writing. If you want to cancel the authorized use of your account or card, write to us at 1605 West Olympic Blvd., Los Angeles, CA 90015, or call us at (877) CURACAO OR (877) 287-2226.

UNAUTHORIZED USE AND LIABILITY. If your card is lost or stolen, or you believe that there is unauthorized use of your card, notify us immediately at (877) CURACAO OR (877) 287-2226. You can also write us at the address shown on your monthly statement. You agree to cooperate with CURACAO in making a reasonable investigation of your claim. You may be liable for unauthorized charges to your account prior to notifying us. Liability for unauthorized charges shall not exceed the lesser of \$50.00 or the amount obtained by the unauthorized use before notification pursuant to this provision.

Unauthorized use does not include (1) any use from which you receive a benefit or (2) use by any person to whom you have given the credit card or authority to use the account, and you will be liable for all use by such person or persons. To terminate this authority, you must notify CURACAO. You agree to attempt to retrieve the credit card from the previously authorized user and return it to CURACAO at the address mentioned above.

LINE OF CREDIT. We will notify you of your credit line when your account is approved. We may increase or decrease your line of credit from time to time. If you exceed your credit line, we may find you in default. We may suspend your credit line or take other actions in the event of such a default.

PROMISE TO PAY. You agree to pay us in U.S. Dollars for all purchases made including all applicable interest charges, fees and other charges incurred by you or any other person you authorize to use your card or account, even if you do not notify us that they are using the account. If your account is a joint account, each of you agrees to be individually liable for the entire balance due on your account. We can accept late or partial payments or instruments marked paid in full without waiving or losing any of our rights under this agreement.

MONTHLY BILLING STATEMENT. We will send you a billing statement after each monthly billing period in which you have a credit or balance in excess of \$1.00. The billing statement will show all purchases, interest charges, other charges or fees and all payments or other credits posted to your account for that period. Billing statements will also show your New Balance, Minimum Payment Due, and Payment Due Date.

MONTHLY PAYMENT OPTIONS. You may pay the entire New Balance shown on your billing statement at any time. If you choose to pay anything less than the entire New Balance, the amount you pay may not be less than the Minimum Payment Due. All payments must be mailed or delivered to Curacao or at the address shown on your monthly billing statement. Payment will be credited as of date of receipt if received by 5:00 PM otherwise it will be credited on the next processing day.

FAILURE TO MAKE THE MINIMUM PAYMENT. If you do not make at least the Minimum Payment Due by the Payment Due Date each month you will be charged a late fee and may be found in default.

CREDIT BALANCES. We will refund any credit balance within 7 business days from receipt of your written request. If you do not request a refund, we will automatically refund any credit balance in excess of \$1.00 after 90 days if your account is inactive.

INTEREST CHARGES. Periodic interest on your account is figured by multiplying the average daily balance during the billing period by the monthly periodic rate set forth in the Pricing Information Table. The corresponding annual percentage rate (“APR”) is also set forth in the Pricing Information Table, and the monthly periodic rate is equal to the corresponding APR divided by 12. We begin to

impose interest charges from the date that a transaction is added to your daily balance. Transactions include purchases, interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

AVERAGE DAILY BALANCE. The daily balance for any day is equal to the previous day’s balance plus any new purchases, interest charges and fees and minus any payments and credits made to the account that day. At the end of the billing period, we will add up all the daily balances and then divide that amount by the number of days in the billing period to arrive at your average daily balance for the period.

MINIMUM INTEREST CHARGE. The total balance is subject to a minimum interest charge of \$1.50 for each period in which an interest charge will be assessed.

MINIMUM PAYMENT. The minimum payment for each billing period will equal (1) the applicable percentage of the New Balance set forth in the following table plus (2) any past due amounts appearing on your statement plus (3) any late payment fees and any returned payment fees appearing on your statement. You can always pay more than the required minimum payment.

New Balance	Monthly Payment
Less than \$20	100% of New Balance
\$20 - \$199	\$20
\$200 - \$499	10% of New Balance
\$500 -\$999	7.5% of New Balance
Over \$1000	5% of New Balance

In addition, your statement will include amounts due for any non-credit related goods or services you may have purchased from or subscribed to from or through us (for example, motor club services, music subscription services, and other non-credit related services with one-time or recurring payments), and those payments will be due in full.

APPLICATION OF PAYMENTS. Payments received will be applied in our sole discretion, subject to applicable law.

LATE PAYMENT FEE. We will assess a \$10.00 fee to your balance for each billing period that you fail to make your minimum payment within 10 days of the due date, provided that in no event will the late payment fee be greater than the amount of the required minimum periodic payment due immediately prior to assessment of the late payment fee.

RETURNED PAYMENT FEE. We will assess a \$15.00 fee to your balance each time a check or similar instrument is returned unpaid by the issuer for any reason, including if it cannot be processed, insufficient funds, closed accounts or cancelled check, provided that in no event will the returned payment fee be greater than the amount of the required minimum periodic payment due immediately prior

to the date on which the payment is returned to us. We will assess this fee at the time the instrument is returned, even if it is paid after resubmission.

COLLECTION COSTS. Upon your default, CURACAO may charge you reasonable attorney’ fees, collection costs (including expenses incurred in realizing on a security interest), and court costs where permitted by law in the state where you reside. Unless limited by law, reasonable attorney’s fees will be considered to be 35% of the outstanding balance on your account when it is referred to an attorney for collection.

DEFAULT. You are in default if you fail to comply with the terms of this agreement, or If any one of the following events occurs: (1) you do not make the required minimum payment on the account by the payment due date; (2) you provide CURACAO with any false or misleading information or signatures on the credit application, sales tickets, or other documents and instruments; (3) you or someone else files on your behalf a petition under the federal bankruptcy code or any state insolvency statute; (4) CURACAO receives information that you are unwilling or unable to perform the terms or conditions of this agreement; (5) CURACAO receives information from third parties, including credit reporting agencies, which indicate a serious delinquency or a charge-off against you with other creditors; or (6) if you become the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings.

CANCELLATION. You may cancel your account with us at any time by notifying us in writing and returning the card to us or destroying the card by cutting it in half. You will still be responsible for paying any amount you owe according to the terms of this agreement. We may cancel or suspend your account at any time; we will inform you when we do so. We may declare the entire balance due and payable upon demand if you are found to be in default or in the event of your death.

CREDIT INVESTIGATION AND REPORTING, RECORDING TELEPHONE CALLS. We may and you authorize us to investigate and verify your credit, employment, income records and credit references. We may also report to credit reporting agencies and other creditors your status and payment history of your account including any negative credit information. When we receive a request for an addition or deletion of an authorized user, you authorize us to conduct the same credit Investigation, verification and reporting as explained above on the authorized user’s information supplied. Our supervisory personnel may listen in on conversations between you and our representatives and record them for the purpose of evaluating customer service and training purposes.

CREDIT PURCHASES AND AUTHORIZATONS. Some purchases will require prior authorization and you may be asked to show identification. We may also ask you to update your personal or employment information prior to an authorization. We may in some cases be unable to approve your requests, as in the event that our system is down or if your credit references provide negative

information about your credit history with them. We will not be liable to you in any of these cases. The card is our property and you must surrender it when any of our agent requests it.

CHANGE OF TERMS AND CONDITIONS. We may change the rates, fees and terms of this agreement from time to time as permitted by law. The changes may add to, replace or remove provisions of this agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.

CHANGE OF ADDRESS/CHANGE OF EMPLOYMENT. You agree to notify us of any change of address or work within 15 days of a change.

ASSIGNMENT OR TRANSFER OF ACCOUNT. We may sell, assign, or transfer your account or any portion thereof or interest therein without prior notice to you. You may not sell, assign or transfer your account without obtaining prior written consent from us.

GOVERNING LAW. The laws of the State of California and applicable federal laws govern this agreement. If any part of this agreement becomes unenforceable, it will not make any other part unenforceable.

SECURITY INTEREST. You have granted us and we are retaining a purchase money security interest in the items you have purchased using your card or account until such merchandise is paid in full. We may repossess the merchandise which has not been paid in full as provided by law.

CONSUMER NOTICES

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

If you are a guarantor or cosigner for the account, the following notice applies to you.

NOTICE TO COSIGNER (TRADUCCION EN INGLES SE REQUIERE POR LA LEY)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (SPANISH TRANSLATION REQUIRED BY LAW)

Se le esta pidiendo que garantice esta deuda. Píenselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este prestamo no paga la deuda, usted tendra que pagarla. Este seguro de que usted podra pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el prestamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligacion de pagar esta deuda, se puede incluir esa informacion en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Curacao
1605 West Olympic Boulevard, Suite 700
Los Angeles, California 90015
Attention: Customer Service

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. [Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.]
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Curacao
1605 West Olympic Boulevard, Suite 700
Los Angeles, California 90015
Attention: Customer Service

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you own an amount and you do not pay, we may report you as delinquent.