The Payment Plan Program

For Endurance Dealer Services

Payment Plan Program
For Dealers

Welcome to PayLink Payment Plans! We look forward to providing solutions to your payment processing needs.

DEALER ACCOUNT SETUP:

Enclosed you will find an overview of our Payment Plan Program. Please complete and submit the following documents to Endurance Dealer Services to set up your PayLink dealer account today!

1. **Dealership Information Sheet**
2. **Dealership Seller Agreement**

Completed documents can be submitted to Endurance Dealer Services via mail, email or fax as follows:

Mail:

Endurance Dealer Services
Attn: Sales
400 Skokie Blvd., Ste 105
Northbrook, IL 60062

Email: Sales@EnduranceDS.com

Fax: 847.728.2113

PayLink's Client Services Department can be reached Monday through Friday, 8:30am – 5:00pm CT.

PayLink Payment Plans, LLC
150 N Wacker Drive, Suite 2700
Chicago, IL 60606

Phone: 312.261.4801
Fax: 312.261.4888
Email: info@paylinkdirect.com

www.paylinkdirect.com

Vehicle Service Contract
Payment Plan Program

It's Easy to Use Our Program!

PayLink provides payment plans with terms of 6 to 24 months for Endurance Dealer Services Vehicle Service Contracts.

PayLink Payment Plan Guidelines:

1. **Sell contract and collect down payment from customer (minimum 10% of the purchase price retained by Dealership).**
2. **Complete Payment Plan Agreement (sample enclosed).**

   A. **Select consumer Payment Term based on Coverage Term.**

Coverage Term	12 Months	24 Months	36 Months	48 Months +
Maximum Approved Payment Term	6 Payments	12 Payments	18 Payments	24 Payments

   B. **Customer pays the remaining balance to PayLink in equal monthly payments based on Payment Term selected.**

3. **Submit the Vehicle Services Contracts (VSC) and completed Payment Plan Agreements within one week of the Service Contract sale date to Endurance Dealer Services via mail, email or fax as follows:**

Mail: **Endurance Dealer Services**
Attn: Sales
400 Skokie Blvd., Ste 105
Northbrook, IL 60062

Email: Sales@EnduranceDS.com
Fax: 847.728.2113

4. **PayLink will remit payment to Endurance Dealer Services and advance amounts to your dealership according to the Seller Agreement.**

PayLink Dealer Fee:

Amount Financed	Payment Term			
	1 - 6	7-12	13 - 18	19 - 24
Up to $ 2,000	$89	$119	$169	$229
$2001 - 2500	$109	$149	$219	$289
>$2,501	4.50%	6.00%	9.00%	13.00%

*** To learn how to view your customer's payment and account information online, contact PayLink today! At no cost to you, our online system, AccountNet, allows you to manage your business from one online source.**

PayLink Payment Plan Program
DEALERSHIP INFORMATION SHEET

Please submit along with your dealer agreement to Endurance Dealer Services
via Email: *Sales@EnduranceDS.com* ***or Fax:*** *847.728.2113*

To ensure timely processing, please print legibly.

FULL NAME OF DEALERSHIP:			**YEARS IN BUSINESS:**
NAME OF PRINCIPLE OWNER:			
DEALERSHIP STREET ADDRESS:			COVERAGE TYPE: ❒ VEHICLE ONLY
CITY:		STATE:	ZIP:
TELEPHONE NUMBER:	FAX NUMBER:	DEALER EMAIL ADDRESS:	
TYPE OF LEGAL ENTITY: ❒ LLC ❒ CORP ❒ _____	FEDERAL TAX ID:	STATE OF INCORPORATION:	
F & I MANAGER INFORMATION: NAME:		**OFFICE MANAGER INFORMATION:** NAME:	
EMAIL ADDRESS:		EMAIL ADDRESS:	
ENDURANCE DEALER SERVICES AGENT INFORMATION: NAME:	PHONE:	**REINSURANCE COMPANY INFORMATION (OPTIONAL):** NAME:	
EMAIL ADDRESS:		EMAIL ADDRESS:	
ADDITIONAL ACCOUNT INFORMATION (OPTIONAL):			
PAYLINK ADMIN USE:			

DEALERSHIP AGREEMENT

This Dealership Agreement (this "Agreement") is made and entered into on _____, _____ by and between _____ ("Seller") and PayLink Payment Plans, LLC, a Delaware limited liability company ("PayLink").

Seller sells service contracts ("Contracts") as an agent for a third party provider or administrator (the "Administrator"). The Contracts provide for the payment or reimbursement of costs for the repair and replacement of certain parts and service for vehicles owned or leased by purchasers of Contracts ("Purchasers"). Obligations of Administrator under the Contracts are secured by an insurance policy (the "Policy") from an insurance company or other party ("Insurer"). The Policy insures the performance or payment by the obligor under a Contract should the obligor be unable to perform or pay.

Administrator (i) desires to provide a payment plan program for Purchasers to pay the aggregate sales price of a Contract on an installment basis (the "Payment Plan Program"), and (ii) pursuant to a separate agreement between Administrator and Seller ("Admin-Seller Agreement"), Administrator charges Seller a cost ("such cost being referred to herein as the "Seller Cost") and allows the Seller to charge a mark-up over the Seller Cost in connection with each Contract sold, which mark-up is not fully earned until completion of the Contract coverage term (the "Seller Mark-up"). The retail price for each Contract sold to a Purchaser shall be referred to herein as the "Sales Price".

PayLink administers, services and maintains installment payment plan programs.

Seller desires to participate in the Payment Plan Program and PayLink is willing to permit the Seller to participate in the Payment Plan Program and provide installment payment arrangements for Purchasers of Contracts under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Accounts and Documentation.

1. All forms and agreements in connection with Contracts offered pursuant to the Payment Plan Program shall be supplied or approved by PayLink. Seller shall not use any form that has not been supplied or approved by PayLink.
2. For each account, Seller shall deliver to PayLink electronic copies of the originals of Purchaser's payment plan agreement as well as any other documents required by PayLink. Seller shall maintain duplicate originals of all documents in connection with each account and shall immediately deliver such duplicate originals to PayLink following PayLink's request. Electronic files must be delivered in conformity with this Agreement and PayLink's standard operating procedures.
3. PayLink may refuse to accept any account for any reason, as determined by PayLink in its sole discretion.

B. Discount Amount. PayLink shall receive the applicable fee for the Payment Plan Program services, as determined by PayLink from time to time (the "Discount Amount").

C. Payments to Seller. Following receipt by PayLink of an executed copy of the required documents with respect to a Contract that is included in the Payment Plan Program and acceptance by PayLink of such documents and the account with respect to such Contract, PayLink shall pay to Seller (i) the Seller Mark-up due Seller with respect to such Contract pursuant to the Admin-Seller Agreement, less (ii) the Discount Amount, and less (iii) any down payment received by Seller with respect to such Contract at the time of sale ("Down Payment") on or about the tenth business day of the month following the month in which Purchaser makes the second installment due under the Payment Plan Program. PayLink may elect to change the timing of the above payment to Seller upon written notice. PayLink may elect to withhold payment at any time that PayLink determines, in its sole discretion, that Seller cannot or will not perform Seller's obligations hereunder.

D. Refund Following Cancellation. If PayLink or Purchaser request to cancel a Contract, Seller shall refund to PayLink the following amount: (i) the Sales Price less Down Payment, plus (ii) any late payment charges, nsf charges, and bank payment chargeback related charges due to PayLink, less (iii) any payments received by PayLink from Purchaser, less (iv) any amounts received by PayLink from Administrator with respect to the canceled Contract within 60 days following the effective date of the cancellation of the Contract. PayLink may offset any unpaid refund amount from any amounts due to Seller by PayLink. PayLink shall, if it believes receipt of a refund to be uncertain, retain any funds due Seller until PayLink deems itself certain to receive a refund or the amount financed has been paid in full.

E. Collateral. As security for the payment of refunds and other amounts due to PayLink from Seller, Seller assigns and conveys to PayLink the right to receive any and all payments due from Administrator to Seller with respect to all Contracts sold by Seller that are administered by Administrator. If PayLink is not in receipt of a refund or other amount due from Seller within 60 days following the date any Contract is canceled or such payment is otherwise due, Seller hereby authorizes Administrator, upon notice from PayLink, to remit such amount directly to PayLink out of any funds due from Administrator to Seller.

F. Covenants of Seller. Seller shall:

1. Follow all Payment Plan Program policies and procedures with respect to all Contracts included in the Payment Plan Program.
2. Properly use and complete the forms with respect to the Payment Plan Program and any revisions or amendments thereto.
3. Ensure that Purchasers are not offered different pricing on Contracts based on their decision to pay a lump sum for the Contract versus participating in the Payment Plan Program.
4. Upon execution of a Contract, retain a minimum Down Payment of 5% of the purchase price for such Contract, as such percentage may be modified by PayLink from time to time. The remaining amount financed by PayLink must be equal to or greater than the sum of all amounts to be paid to Seller and Administrator in connection with such Contract plus the Discount Amount.
5. Only offer Contracts that (i) have a term of 12 months or more and (ii) are purchased with respect to a new or used automobile or truck.
6. Ensure that activities related to the solicitation and creation of all accounts and Contracts of Purchasers, and any other related activities, are conducted in accordance with all applicable laws.
7. Ensure that all agreements, forms, disclosures, instruments, notices and other documents entered into, with or provided to Purchasers comply with all applicable laws and contain all notices, requirements, and other disclosures required by any applicable law (regardless of whether or not any such documents are provided by PayLink to Seller).
8. Be solely responsible for compliance with the Federal Electronic Funds Transfer Act, Federal Reserve Regulation E and any similar local or state laws (collectively, the "EFT Laws") with respect to the transfer of funds between Purchaser and Administrator, Seller or PayLink by pre-authorized draft or direct debit. With respect to any pre-authorized draft or direct debit, Seller shall cause the Purchaser to authorize such pre-authorized draft or direct debit in accordance with EFT Laws. Upon PayLink's request, Seller shall promptly provide copies to PayLink of all records evidencing such authorizations. If this subsection constitutes a delegation of duties required by any EFT Law by PayLink to Seller, Seller hereby accepts such delegation and agrees to be fully responsible for the performance of all such duties, as if it were primarily responsible under EFT Law.
9. Ensure that all Contracts are genuine in all respects.
10. Ensure that all Contracts represent undisputed bona fide transactions completed in accordance with the terms and conditions of the Payment Plan Program and the documents relating thereto.
11. Ensure that there are no set offs, counterclaims or disputes existing or asserted with respect to any Contract and Seller has not made any agreement with any Purchaser for any discount or deduction with respect to any Contract.
12. Ensure that no Contract is subject to any prior assignment by Seller, claim, lien or security interest against Seller and Seller will not make any assignment thereof or create any security interest therein, nor permit the same to become subject to any attachment, levy, garnishment, or other judicial process.

G. Term/Termination. This Agreement shall commence as of the date above and continue until terminated by either party for any reason upon 30 days' prior written notice to the other party.

H. Indemnity. Seller hereby agrees to defend, indemnify and hold PayLink and its owners, directors, managers, employees and agents harmless from and against any and all claims, actions, demands, losses, damages, costs, liabilities, claims or other charges, absolute or contingent, matured or unmatured, known or unknown and any and all expenses incurred (including but not limited to, legal fees) by such party in connection with or arising out of (i) Seller's breach of the Agreement or breach or alleged breach of the Contract, (ii) any act or omission of Seller in connection with any Contract, (iii) any action, suit or proceeding by a third party relating to the subject matter of this Agreement or (iv) any cancellation of any Contract by Purchaser, Seller, Administrator or PayLink.

I. Governing Law/Interpretation. This Agreement shall be construed in conformity with the laws of the State of Illinois without regard to choice of law or conflict of law rules. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement, shall be litigated only in courts having situs within Cook County, Illinois. Each party hereby consents and submits to the jurisdiction of any local, state or

federal court located within Cook County, Illinois and waives any right it may have to transfer the venue of any such litigation. It is the intent of the parties that this Agreement be deemed to have been prepared by all of the parties and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

J. Protection of Confidential Information. Each party recognizes that the other party has and will continue to develop certain trade secrets, know-how, records, manuals, correspondence, documents, financial and sales information, reports, customer lists, policies, procedures, proposals, marketing plans, ideas, concepts, services and any other proprietary information which is confidential (collectively "Confidential Information"). Each party agrees that, upon the termination of this Agreement, such party will immediately deliver to the other all papers, books, manuals, lists, correspondence, documents and materials relating to the other party's Confidential Information, together with all copies and embodiments of all of the foregoing including, without limitation, electronically stored records, databases, programs, computer disks and computer software. Each party further agrees that such party will not at any time reveal any Confidential Information of the other party to any other person or otherwise use the Confidential Information of the other party for any purpose other than as specifically set forth herein. It is understood that Confidential Information does not include any information that is publicly available.

L. Severability. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision hereof or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, such provision shall be effective only to the minimal extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions hereof or the application of such provisions to other parties or circumstances.

M. Successors. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties, their respective legal representatives, heirs, successors or assigns.

N. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and/or written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein.

O. Prevailing Party Costs. The prevailing parties in any litigation in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such litigation.

P. Notices. Any notices, offers, acceptances and other communications required hereunder shall be in writing and deemed to have been given and received (i) when personally delivered, (ii) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery or (iii) 3 days after being mailed by United States certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses as set forth below.

Q. Assignment. No party may assign its rights or delegate any duties under this Agreement without the express prior written consent of the other parties. PayLink and its permitted assignees may pledge its contract rights hereunder and any collateral documentation arising therefrom, including the assigning of Accounts to anyone that provides financing to PayLink.

R. Pronouns and Headings. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

S. Survival of Rights. Except to the extent provided to the contrary in this Agreement, no termination (regardless of cause or procedure) of this Agreement shall in any way affect or impair the power, obligation, duties, rights and liabilities of Seller or PayLink relating to (i) any transaction or event occurring prior to such termination, (ii) any Contract existing as of the date of termination of this Agreement or (iii) any of the undertakings, agreements, covenants, warranties and representations of Seller or PayLink with respect to (i) and (ii) above. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation.

T. Rights of Creditors and Third Parties under the Agreement. This Agreement is entered into between Seller and PayLink for the exclusive benefit of Seller and PayLink and their respective successors and permitted assigns and is expressly not intended for the benefit of any other party. Except and only to the extent provided by applicable law, no other creditor or third party shall have any rights under this Agreement.

U. Disclaimer; Consequential Damages. Except as explicitly set forth in this Agreement, PayLink does not make any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) that its services hereunder will meet Seller's requirements, (c) that Paylink will include any Contract in the Payment Plan Program, or (d) as to the results that Seller may achieve on account of the relationship created hereby. **Finally and notwithstanding any other provision in this Agreement, in no event shall PayLink have any liability to Seller for any loss of data, lost profits, costs of procurement of substitute goods or services, or any other special, indirect, punitive, incidental, exemplary or consequential damages (whether direct or indirect), whether based in contract, tort (including negligence) or any other theory of liability, even if PayLink has been advised of the possibility of such damages. In addition, Seller hereby agrees and acknowledges that PayLink is not liable to Seller in any way or in any amount on account of any damages and/or losses suffered by Seller, or alleged to be suffered by Seller, on account of any action taken prior to the date hereof by PayLink, and Paylink shall have no liability to Seller on account of any prior or future decisions regarding offsets, PayLink's election to withhold any payment or PayLink's election to exclude any Contract within the Payment Plan Program. Under any set of circumstances, PayLink's liability to Seller hereunder or otherwise shall be limited to $1,000 in the aggregate.**

V. Non-Solicitation. Seller hereby agrees that during the term of this Agreement and for a period of 2 years thereafter, it will not solicit or hire any employees or contractors of PayLink, as well as any former employees or contractors who were employed or engaged by PayLink at any time during the term of this Agreement.

W. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. Signatures transmitted by facsimile shall be considered authentic and binding.

X. Further Assurances. Each party agrees to do all acts and things and to make, execute and deliver such written instruments, as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Y. Title to Accounts. Seller hereby acknowledges and agrees that title to all accounts of Purchasers (including all agreements relating thereto and all amounts owing by a Purchaser thereunder) shall at all times be vested in PayLink and its assignees, and neither Administrator nor the Seller shall have any right, title or interest therein.

Z. Applicability. This Agreement shall apply to all Contracts included in the Payment Plan Program and all other Contracts financed by PayLink prior to or following the execution hereof.

DEALERSHIP:

Signature:_____

Printed Name:_____

Title:_____

Dealership name: _____

Address:_____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

PayLink Payment Plans, LLC

Signature: _____

Printed Name: _____

Its:_____

Address: 150 N. Wacker Dr., Suite 2700
City, State, Zip: Chicago, IL 60606
Phone: 312.261.4800
Fax: 312.261.4888

SCHEDULE 1

Discount Amount:

Amount Financed	6 payments	12 payments	18 payments	24 payments
Up to $2,000	$89	$119	$169	$229
$2,001 to $2,500	$109	$149	$219	$289
>$2,500	4.5%	6.0%	9.0%	13.0%

VSC Cancellation Pricing:

If no funding and no payment, $0 is earned.
If cancelled 1 payment collected, 40% of fee is earned.
If cancelled 2 payments collected, 50% of fee is earned.
If cancelled 3 payments collected, 60% of fee is earned.
If cancelled 4 or more payments collected, 100% of fee is earned.

Print Name: _____ Date: _____

Signature: _____ Title: _____

Sample Payment Plan Agreement

PAYMENT PLAN AGREEMENT

Service Contract Number _____

Purchaser	Customer #:
Name:	
Address:	
City:	State: Zip:
Phone:	
E-Mail:	

Seller	Dealer #:
Name:	
Address:	
City:	State: Zip:
Phone:	Fax:
E-Mail:	
Salesperson:	

Vehicle Information

Contract Effective Date _____/_____/_____ Coverage Term (in months) _____ Coverage Mileage (in miles) _____

Make: _____ Model: _____

Year: _____ Odometer: _____ VIN

Purchaser has purchased a Vehicle Service Contract from Seller that is issued by _____ ("Administrator"). Purchaser desires to pay for the Vehicle Service Contract pursuant to this Payment Plan Agreement ("Agreement") and Purchaser and PayLink Payment Plans, LLC ("PayLink") agree to be bound by the terms of the Agreement as follows:

Itemization of Payment Plan Amount			
(a)	PRICE (before taxes)	$	
(b)	TAXES on SALE	$	
(c)	TOTAL SALE PRICE *(a + b)*	$	
(d)	DOWN PAYMENT	$	
(e)	PAYMENT PLAN AMOUNT *(c – d)* *(the amount Purchaser will have paid after Purchaser has made all payments as scheduled)*	$	

Purchaser's Payment Schedule	
PAYMENT PLAN AMOUNT (e)	$
NUMBER OF TOTAL PAYMENTS	
AMOUNT OF EACH PAYMENT	$
PAYMENT DATE (monthly starting on)	__ __ / __ __ / __ __
NOTE: Purchaser can prepay any amount without penalty. Purchaser should review the terms of this Agreement and the Vehicle Service Contract for information about nonpayment, default, penalties, refunds and any required prepayments.	

LATE CHARGE: Unless Administrator, Seller or PayLink has received a cancellation notice, and unless prohibited by applicable law, a late payment fee may be imposed in the amount of the lesser of 5% of the late payment or $20.00 in respect of any payment not received within 5 days of the scheduled payment date (the "Late Charge").

CANCELLATION: Purchaser has the right to cancel the Vehicle Service Contract at any time in accordance with the terms of the Vehicle Service Contract. After cancellation, Purchaser has no obligation to make any further payments. If Purchaser exercises the right to cancel the Vehicle Service Contract before making all payments, Purchaser will send written notice of the cancellation to Administrator, Seller or PayLink. PayLink is authorized by Purchaser to direct Administrator/Seller to cancel the Vehicle Service Contract if any payment has not been received by PayLink within 10 days of the scheduled payment date. If the Vehicle Service Contract is cancelled before the Purchaser has paid the full Payment Plan Amount and any other fees or charges due to PayLink under this Agreement, Purchaser hereby assigns to PayLink the Purchaser's right to receive refunds pursuant to the Vehicle Service Contract except for the Purchaser Refund. The Purchaser Refund is a refund calculated in the manner described in the Vehicle Service Contract but based on amounts actually paid by Purchaser rather than the Total Sales Price of the Vehicle Service Contract.

PAYMENT OPTIONS: Purchaser has paid Seller the Down Payment in the amount set forth above. Purchaser shall pay the balance of the Payment Plan Amount to PayLink in accordance with the payment option selected below (if no payment option is selected, PayLink will provide a monthly statement):

☐ Payment Option #1: AUTHORIZATION FOR CREDIT OR DEBIT CARD PAYMENT

Purchaser authorizes PayLink to make the applicable number of consecutive monthly charges to the Purchaser's credit/debit account listed below, in the amount and at the times disclosed above (including late charges or fees, if any). This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until PayLink has received written notification of termination from Purchaser in time to allow reasonable opportunity to act on such notification.

Credit Card # _____ Expiration Date __ __ / __ __ (M M / Y Y)

☐ Payment Option #2: AUTHORIZATION FOR DIRECT DEBIT

Purchaser authorizes PayLink to instruct Purchaser's financial institution to make the applicable number of consecutive monthly payments in the amounts and at the times set forth above (including late charges or fees, if any) by electronic automatic debit of the account detailed below. This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until PayLink has received written notification of termination from Purchaser in time to allow reasonable opportunity to act on such notification.

☐ Checking ☐ Savings

Name of Institution _____ Transit Routing # _____ Account # _____

NOTICE TO PURCHASER: (1) You are entitled to a copy of this Agreement; (2) You have the right to cancel the Vehicle Service Contract at any time and make no further payments; (3) Keep this Agreement to protect your legal rights.

IF VEHICLE SERVICE CONTRACT WAS PURCHASED IN PERSON, YOU SHOULD NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ ALL OF IT. IF VEHICLE SERVICE CONTRACT WAS PURCHASED BY PHONE AND YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE CALL PAYLINK OR ADMINISTRATOR IMMEDIATELY TO INITIATE CANCELLATION OF YOUR VEHICLE SERVICE CONTRACT. Purchaser agrees to the terms and conditions of this Agreement, including the terms and conditions attached hereto as Exhibit A.

PURCHASER

_____ _____

Signature Date

PLVSC062012

NOTICE TO PURCHASER: FURTHER PROVISIONS ON EXHIBIT A

SAMPLE

PAYMENT PLAN AGREEMENT

Service Contract Number

EXHIBIT A

PROMISE TO PAY. Purchaser shall pay to PayLink the Payment Plan Amount according to the provisions of this Agreement. Purchaser may not reduce any amounts owed to PayLink pursuant to this Agreement for any reason whatsoever.

ASSIGNMENT OF CERTAIN RIGHTS. Purchaser agrees that with respect to the refund of unearned premiums under the Vehicle Service Contract, Purchaser shall receive no more than the Purchaser Refund, and has no interest or claim in any refund amounts due or remitted to PayLink. As security, Purchaser hereby assigns to PayLink all of Purchaser's right, title and interest in and to the Vehicle Service Contract, including Purchaser's rights to cancel or reinstate the Vehicle Service Contract, and to receive proceeds thereof, up to and including any unearned and/or refund amounts due under the Vehicle Service Contract; provided however that amounts assigned hereunder shall not include any Purchaser Refund due Purchaser following cancellation of the Vehicle Service Contract and Purchaser does not hereby assign the Purchaser Refund to PayLink.

AMOUNT DUE FOLLOWING CANCELLATION. If the Vehicle Service Contract is cancelled, Purchaser may be entitled to a Purchaser Refund. Any such refund is the sole responsibility of the Seller and Administrator. PayLink shall have no contractual or other responsibility under this Agreement or the Vehicle Service Contract to pay or calculate such refund, or for the performance of any other services required by the Vehicle Services Contract.

LATE CHARGE. If any installment payment hereunder is more than 5 days late, and except as prohibited by applicable law, Purchaser shall pay PayLink the Late Charge. Nothing herein shall be considered to waive any default hereunder or to grant any grace period with respect to any default for failure to make any payment on the date it is due. Additionally, Purchaser shall pay to PayLink $25 for each check or each debit that is dishonored by Purchaser's bank. All late charges or fees incurred by Purchaser shall be paid in the next monthly payment and in accordance with the payment option selected by Purchaser and/or in effect at the time of the next monthly payment.

DEFAULT. If Purchaser fails to make any payment due hereunder or comply with any other provision hereof ("defaults") or PayLink reasonably believes, for any reason, that Purchaser may not honor its obligations hereunder; then PayLink shall have the right to cancel the Vehicle Service Contract, collect and receive funds with respect to the Vehicle Service Contract, retain any amount owing hereunder (and remit any surplus in excess of $5.00 to Purchaser) and take any other action to enforce PayLink's rights. Purchaser hereby releases and discharges PayLink from any liability for damages with respect to PayLink's cancellation of the Vehicle Service Contract as well as any action taken following a default by Purchaser and shall indemnify and hold PayLink harmless from any liabilities, claims, damages or causes of action in connection with any such action by PayLink.

POWER OF ATTORNEY. Following any failure by Purchaser to make a payment due under this Agreement, Purchaser hereby irrevocably appoints PayLink as its true and lawful attorney-in-fact with respect to the Vehicle Service Contract until all amounts payable hereunder are paid in full. PayLink shall have full power under this power of attorney to (i) cancel or reinstate the Vehicle Service Contract, (ii) endorse or execute, in Purchaser's name, all checks issued and all other documents or instruments relating to the Vehicle Service Contract, (iii) receive, demand, collect or sue for any amounts relating to the Vehicle Service Contract due and owing to PayLink by Administrator, insurer, Seller, or other obligor and (iv) take such other actions as are necessary to further the purposes of this Agreement.

PAYMENTS AFTER CANCELLATION. Any payment made by Purchaser after PayLink has mailed a notice of cancellation to Purchaser will not constitute a reinstatement of the Vehicle Service Contract but shall be applied to Purchaser's outstanding obligations under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by PayLink to take steps to attempt to reinstate such Vehicle Service Contract or constitute a waiver of any default hereunder.

ACCEPTANCE, RATIFICATION, ACCURACY. This Agreement shall be effective upon signature by Purchaser, or where applicable, upon the mailing or other transmittal of this Agreement to Purchaser. The making of the first payment by or on behalf of Purchaser serves to ratify this Agreement even if the Agreement is not signed by Purchaser. PayLink may deem this Agreement void, at PayLink's sole option, if Purchaser makes any change to the preprinted portion of this agreement (by way of deletion, modification, supplementation or otherwise). PayLink shall have the authority to revise this Agreement to insert any provision omitted (including but not limited to the due date of the first monthly payment) upon written notice to Purchaser unless purchaser objects to such changes in writing. In addition, if the total payments due hereunder are changed due to action taken by the Administrator (*e.g.* as a result of underwriting considerations), PayLink shall have, following Purchaser's authorization, the right to revise the figures on the face of this Agreement.

MANDATORY ARBITRATION. PayLink and Purchaser mutually agree that (i) any one of them has the right to elect to resolve by binding arbitration: any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement or the Vehicle Service Contract; (ii) if arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules; (iii) THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS; (iv) AN ARBITRATION CAN ONLY DECIDE PAYLINK'S OR PURCHASER'S CLAIMS AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS; (v) ANY SUCH ARBITRATION HEARING WILL TAKE PLACE IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS; (vi) Purchaser hereby waives any obligation which it may now or hereafter have based on venue and/or forum non conveniens of any such arbitration; (vii) this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, and (viii) should either section (iii) or (iv) of this Mandatory Arbitration provision be unenforceable or invalid for any reason, then this Mandatory Arbitration provision shall be null and void in its entirety.

ASSIGNMENTS. PayLink may, with or without notice to Purchaser, assign or pledge its rights, title and interest in, to and under this Agreement and the collateral and power of attorney herein described. Upon notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim as to such assignment.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Purchaser and PayLink. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by both parties.

REMEDIES, GOVERNING LAW, WAIVERS. This Agreement shall be governed and construed in accordance with the laws of the state of Illinois without regard to applicable conflict of law principles. Each provision hereof shall be interpreted so as to be effective and valid under applicable law. Subject to Section (viii) of the provision regarding Mandatory Arbitration, if any provision hereof is held to be unenforceable or invalid under applicable law, such provision shall not impair the validity or enforceability of the remaining provisions hereof. Subject to the provision regarding Mandatory Arbitration, any legal actions or proceedings arising out of or from or related to this Agreement or the Vehicle Service Contract, shall be brought only in courts having situs within Cook County, Illinois, and each party hereby consents and submits to the jurisdiction of any local, state or federal court located within Cook County, Illinois and waives any right it may have to transfer the venue of any such action or proceeding. PayLink's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder shall not waive or relinquish any future right under such provision and the provision shall continue and remain in full force and effect.

MISCELLANEOUS. The content and format of this Agreement has been adopted to provide Purchaser with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. Purchaser expressly acknowledges and understands that the purchase of a Vehicle Service Contract is not required either to purchase or obtain financing for a new vehicle. Time is of the essence in this Agreement.

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SAMPLE