

Horizon Animal Hospital Retail Credit Agreement

Terms & Conditions

Agreement Terms: In this Agreement, the words, *you, your and yours* means the pet owner(s) as well as anyone the pet owner(s) permit to obtain medical treatment for their pet. The words *we, us, ours* means Horizon Animal Hospital, P.L.C., its successors and assigns.

Description of Account: Generally, **payment in full is required at the time services are rendered.** Horizon Animal Hospital is under no obligation to extend credit, however, credit may be extended at our discretion. Being issued a statement, by us, for any balance due, constitutes a use of your credit account (Account) with Horizon Animal Hospital. Your first use of this Account will constitute your consent to all of the terms and conditions of this **Retail Credit Agreement** (Agreement).

Disputed charges: If the Account Holder disputes the validity of any charge that appears on their Account, then the Account Holder must notify Horizon Animal Hospital, in writing, within 30 days after receipt of the first notice of the charge to their Account, that the charge is being disputed. The notification address is **Horizon Animal Hospital, Account Disputes, 14150 N. Frank Lloyd Wright Blvd. Suite E-100, Scottsdale, AZ 85260.** If a written notice of dispute is received within the 30 day period, Horizon Animal Hospital will investigate, and either adjust the debt, or provide written verification of the debt, to the Account Holder, as appropriate. If a notice is not received within the 30 day period, then the debt will be deemed to be valid.

Joint Account: If the Account is established in the name of two or more persons (Account Holders), each Account Holder is responsible for payment of the entire amount owing under the Agreement. Any one Account Holder may direct us, in writing, to terminate the Account, and we shall have the right to comply with such instruction without notice to other Account Holders, and shall have no liability to any Account Holder. All use of the Account made by any Account Holder, including any use after termination of the Account, shall be subject to all the terms of this Agreement.

Credit Limit: You agree that the total indebtedness that you incur under this Agreement will not exceed the Credit Limit set by us for your account. Any amounts you owe in excess of your Credit Limit are due and payable immediately. The setting of Credit Limits is at our sole discretion and may be changed by us from time to time without notice.

Minimum payment: If the entire balance shown on your monthly statement is \$10 or less, you agree to pay the entire outstanding balance. If the outstanding balance is greater than \$10 you agree to pay at least the lesser of the entire outstanding balance or the minimum payment set by the Credit Administrator plus any amounts you owe in excess of your credit limit.

Statements: Statements are generally sent out whenever there is an unpaid balance on your account at the end of the month. Your statement is your bill. We will bill you for all amounts outstanding plus any finance charges, other charges or fees as provided for in this Agreement. ***You are responsible for notifying us of a change in your address or phone number.*** Failure to receive a statement will not affect the terms of this agreement.

Grace Period: If your oldest balance is less than 35 days old at the statement date and the amount due is paid in full on or before the payment due date, we will waive the billing fee and finance charges for the month. Balances carried over to subsequent periods will be subject to monthly finance charges and billing fees.

Finance Charges and Billing Fees: We may add a finance charge and a billing fee if your balance is not paid in full on or before the payment due date. The finance charges and billing fees are determined as follows.

Billing Fee: A billing fee is assessed to your account for each monthly statement prepared and mailed to you. The fee is \$5 per statement.

Finance charge: The entire balance outstanding at the end of a billing period will be multiplied by a finance charge of 1.5%, which is the **Monthly Periodic Rate.** This corresponds to a 19.56% **Annual Percentage Rate.**

Payment Due Date: Payment is due by the Due Date printed on your statement. The payment due date is the date the payment is due ***in our office.***

Returned Payments: Your account will be charged the lesser of \$25, or any amount allowable under law, if your payment is not honored for any reason or if we must return it to you because it cannot be processed. This fee will be added to your statement. Finance charges will apply from the original date of the dishonored payment. You specifically agree that any check returned NSF may be electronically re-deposited and will include the maximum allowable returned check fee under law.

Default: You will be in default under this Agreement if you fail to make the required minimum payment in a timely manner, or if you become involved in bankruptcy or similar proceeding as a debtor or if you fail to keep any of your promises under this Agreement or if any false statements have been made on the application. A determination of default will cause the full balance to become immediately due. Default may also result in any or all of the following actions.

Collection Letter: A Collection Letter will be sent as notice of your default and to demand payment of the full outstanding balance within 20 days of the date of the Letter. If payment in full is made within the 20 day no additional fees will be assessed to your account. However, failure to make payment in full within the 20 days may result in the assessment of an administrative fee. The amount of the fee will be the lesser of \$75 or any amount allowable under law.

Referral for Collection: If we refer collection of your account balance to an attorney or collection agency, except where prohibited by law, debtor agrees to pay actual attorneys' fees, or collection agency fees up to 50% of the assigned balance, plus any other legal fees, collection agency fees or other collection costs incurred by us and awarded to us in connection with any court action or judgment.

Credit reports: If your outstanding balance is referred to an attorney or collection agency for collection, the referral may be reported to national credit reporting agencies.

Governing Law; Severability: Debtor's account will be controlled by the terms of this Agreement, which will be governed by the laws of the State of Arizona. It will be interpreted and construed in accordance with such laws. If any provision of this Agreement is held to be invalid or not enforceable for any reason, the remaining terms shall remain in full force and effect.

Amendment: We may change the terms of this Agreement at any time by giving you written notice of the changes thirty (30) days before the changes become effective.

Cancellation: We may end this Agreement and your right to use the Account without informing you in advance. You must then cease all further use of the account. Outstanding balances at the date of cancellation are subject to the terms and conditions of this agreement.

Accepting Payments: We can accept late or partial payment, as well as payments that are marked "paid in full" or other restrictive endorsements, without losing any of our rights under this agreement. Payments for more than the minimum amount due will be accepted as a single payment for that month, the amount over the minimum is not applied toward future payments due.

Delay in Enforcement: We can delay enforcing our rights under this agreement without losing them.