

## IMPORTANT INFORMATION REGARDING YOUR ACCESSONE ACCOUNT

| Interest Rates and Interest Charges                           |   |
|---|---|
| Annual Percentage Rate (APR)                                  | <p style="text-align: center;"><b>7.50%</b></p> <p>For "Low Interest" payment plans with a balance under \$15,000. This APR will vary with the market based on the Prime Rate.</p> <p style="text-align: center;"><b>2.50%</b></p> <p>For "Low Interest" payment plans with a balance of \$15,000 or more. This APR is fixed.</p>                             |
| How to Avoid Paying Interest                                  | <p>You may avoid paying interest by paying the "Interest Free" payment shown on your account statement or by selecting the "Interest Free" payment plan when activating your account.</p> <p>If you select the "Low Interest" payment plan, you can avoid paying interest by paying your full balance by the due date shown on your statement each month.</p> |
| For Credit Tips from the Consumer Financial Protection Bureau | <p>To learn more about factors to consider when applying or using a revolving line of credit, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</p>   |

| Fees                  |      |
|-----------------------|------|
| Annual Membership Fee | None |
| Penalty Fees          |      |
| • Late Payment        | None |
| • Returned Payment    | None |
| Prepayment Penalty    | None |

**How We Will Calculate Your Balance:** We use a method called the "average daily balance (including new purchases)" method. See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**AccessOne® NEW Choice 15**  
**MEDICAL CHARGE ACCOUNT AGREEMENT**

This Medical Charge Account Agreement and Initial Disclosure Statement (the "Agreement") governs the terms and conditions of your Medical Charge Account offered by AccessOne MedCard, Inc., a North Carolina corporation ("AccessOne"). The words "you" and "your" refer to the Account Holder or other persons authorized to use this account. "We," "our," and "us" refer to AccessOne and to any other creditor to which this Agreement is assigned. Provider means the healthcare institution and its subsidiaries and affiliates which accept the Account as payment. At your request, we will establish a revolving charge account (the "Account") in your name, to which charges may be posted for healthcare services, equipment, and supplies for "Purchases" which are rendered or sold to you by the Provider. **FINANCE CHARGES** and other charges may be posted to your Account under the terms of this Agreement, and you agree to pay in full all **FINANCE CHARGES**, fees, and other charges posted to your Account.

1. **Use of the Account.** You may charge to your Account any eligible charges for Purchases by or for you from the Provider previously, presently, or in the future which are or were not paid in full at the time of service, discharge, or sale. The total of all Purchases outstanding and unpaid on your Account at any one time may not exceed the maximum credit limit. In determining any Purchase amount to be posted to your Account, your balance may be reduced based by an estimate of the amount that will be paid by your insurance carrier. If your insurance carrier pays less than estimated, you agree that we may add the amount of the deficiency to your outstanding Account balance. If your insurance carrier pays more than estimated, we will subtract the amount of the overage from your outstanding Account balance.
2. **Credit Limit.** We have established a maximum credit limit (the "Limit") for your Account. The Limit is the maximum amount of credit (the total of Purchases, **FINANCE CHARGES**, and other charges) that you can have outstanding on your Account at any time. If you request credit that would exceed your Limit, we, in our sole discretion, can approve or deny that credit request. If we honor any request for credit which exceeds your Limit, the terms of this Agreement apply to any excess at your request and subject to our approval. We may increase or decrease your Limit at any time after we provide you any notice required by applicable law.
3. **Periodic Billing.** A monthly billing cycle (the "Billing Cycle"), the last day of which is called the "Billing Date," has been established for your Account. If on any Billing Date, your Account has an outstanding balance of \$1.00 or more, or if any **FINANCE CHARGE** remains to your Account, we will send you a monthly billing statement ("Statement") showing the current or "New Balance" on your Account, the minimum periodic payment amount (the "Minimum Payment") that is due, and the "Payment Due Date" for receipt of the Minimum Payment. The "Balance" is made up of Purchases, **FINANCE CHARGES**, fees, and other charges and will equal the total current amount that you owe us.
4. **Payment Plan Selection.** After you receive your first statement or during the account activation process, you have to ability to select the Interest Free Payment Plan or the Low Interest Payment Plan which are described in Paragraphs 6 and 7 below. To select the Interest Free Payment Plan, you are required to pay the Interest Free payment amount indicated on your statement in advance of the Payment Due Date. You may, at your option and at a later date, convert from the Interest Free Payment to a Low Interest Payment by contacting AccessOne at 1.888.458.6272. The Low Interest Payment Plan, if selected, cannot be changed.
5. **Monthly Payments.** Each month, you may either pay your entire New Balance or the Minimum Payment shown on your Statement. The Minimum Payment will be based on your payment plan selection. The Minimum Payment shown on your Statement will be the greater of:
  - (A) \$25.00 (also applies the "Interest Free Payment")
  - (B) The entire amount of your New Balance if it is less than \$25.00
  - (C) If you elect the "Low Interest" payment plan, the "Low Interest Payment as defined in Paragraph 7
  - (D) If you elect the "Interest Free" payment plan, the "Interest Free Payment" as defined in Paragraph 6

Plus all unpaid past-due payments, fees, finance charges, or other amounts.

Payments will be due 25 days following the date of each Statement until your Balance is paid in full. All payments must be made in U.S. Dollars. Payment by check or money orders must be mailed to the address indicated on your Statement. Single or recurring payment drafts of checking, savings, medical flexible spending, or healthcare savings bank accounts can be made or arranged online at [www.myaccessone.com](http://www.myaccessone.com), by an automated telephone payment system, or with the assistance of a patient advocate at 1.888.458.6272. If we accept any payment which does not meet these or other requirements provided on your Statement, posting of the payment to your Account may be delayed.

6. **Interest Free Payment Plan.** During Account activation, or after receiving your first statement, you may elect to pay the Balance without incurring any **FINANCE CHARGE** by paying your New Balance in equal monthly installments. The amount of each installment (the "Interest Free Payment") will be calculated each month to amortize the New Balance over: twelve (12) equal monthly installments for New Balances up to \$900; eighteen (18) equal monthly installments for New Balances greater than \$900 up to \$1,800; twenty-four (24) equal monthly installments for New Balances greater than \$1,800 up to \$3,000; thirty-six (36) equal monthly installments for New Balances greater than \$3,000 up to \$5,000; forty-eight (48) equal monthly installments for New Balances greater than \$5,000.
7. **Low Interest Payment Plan.** You can elect a lower monthly payment plan that includes interest on your outstanding balance by paying an amount less than the Interest Free Payment after you receive your first statement. You will not pay any interest if you elect to pay the entire New Balance by the payment due date shown on your Statement. The "Low Interest Payment" will be calculated each month and will be equal to the following percentage of your New Balance:

- 4.65% of the New Balance, if the New Balance is >\$0 - \$900
- 3.30% of the New Balance, if the New Balance is >\$900 - \$1,800
- 2.60% of the New Balance, if the New Balance is >\$1,800 - \$3,000
- 2.20% of the New Balance, if the New Balance is >\$3,000 - \$5,000
- 1.92% of the New Balance, if the New Balance is >\$5,000 - \$15,000
- 1.50% of the New Balance, if the New Balance is > \$15,000

8. **Finance Charge.** If you select the Low Interest Payment plan, you agree to pay **FINANCE CHARGES** calculated by applying a Daily Periodic Rate based on your highest daily New Balance for the billing cycle (See Subparagraph A below), and multiplying the applicable Daily Periodic Rate by the "Amount Subject to **FINANCE CHARGE**" shown on your Statement (See Subparagraph B below) and multiplying that amount by the number of days in the Billing Cycle.

A. The daily periodic rate and the corresponding **ANNUAL PERCENTAGE RATE** applicable in your Account shall be determined as provided below:

| Highest New Account Balance | Annual Percentage Rate          | Daily Periodic Rate                  |
|-----------------------------|---------------------------------|--------------------------------------|
| Under \$15,000              | * Journal Prime Rate (Variable) | *1/365 of the Annual Percentage Rate |
| At or Over \$15,000         | 2.50% (Fixed)                   | 0.00685%                             |

\* **Variable Rate Disclosures:** If your highest daily New Balance is below \$15,000, your daily periodic rate and **ANNUAL PERCENTAGE RATE** will change (increase or decrease) based on movements of the "Journal Prime Rate" (the "Prime Rate" published in the "MONEY RATES" column of the Wall Street Journal, which is in effect on the 15th day of each calendar month (or on the next publication date if the Wall Street Journal is not published on the 15th day of any month). An increase in the Journal Prime Rate will result in an increase in the amount of your **FINANCE CHARGE** and your Minimum Payment.

For example, a change in the Journal Prime Rate of one percentage point will result in one percentage point change in the same direction of your **ANNUAL PERCENTAGE RATE** during your next Billing Cycle. Your daily periodic rate will be 1/365 of your **ANNUAL PERCENTAGE RATE**. For example, if the prior Journal Prime Rate had been 6.00% but decreased to 5.25% as of the 15<sup>th</sup> of any month, then on the next Billing Cycle your **ANNUAL PERCENTAGE RATE** would decrease from 6.00% to 5.25%, while your daily periodic rate would decrease from 0.01643836% (6%/365) to 0.01438356% (5.25%/365).

If a variable rate applies to your account, your **ANNUAL PERCENTAGE RATE** will not exceed a maximum rate of 18% or the rate authorized by applicable State or Federal Law. (For information on current rates contact AccessOne at 1.888.458.6272.)

B. The "Amount Subject to **FINANCE CHARGE**" is the Average Daily Balance of Purchases on your Account during the Billing Cycle covered by the Statement computed as follows: At the beginning of each day, we will take the total of unpaid Purchases on your Account, add any new Purchases, and subtract any new payments or credits applied to Purchases to calculate the "Daily Balance of Purchases." On the Billing Date we will add all the Daily Balances of Purchases for the Billing Cycle and divide by the total number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases which is the same as the "Amount Subject to **FINANCE CHARGE**" provided on your Statement. A transaction appearing on your Statement impacts the Daily Balance of Purchases on your Account beginning on the day it is posted.

C. **Avoiding Interest.** After a Balance is charged to your Account, if your Balance was zero at the beginning of the billing cycle, you may pay the New Balance without incurring any **FINANCE CHARGE** by paying your New Balance in full.

9. **Electronic Check Conversion.** When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use the information from your check to make an electronic funds transfer, funds may be withdrawn from your bank account the same day we receive your payment, and you will not receive your check back from your financial institution.

10. **Irregular Payments.** We may accept late payments, partial payments, or checks and money orders marked "payment in full" without losing any of our rights under this Agreement.

11. **Other Charges.**

- A. **Late Fee.** None
- B. **Returned Payment Fee.** None
- C. **Default Interest.** None.
- D. **Annual fee.** None.
- E. **Prepayment penalty.** None.
- F. **Online, Telephonic, or Electronic Payment Fees.** None.

12. **Events of Default; Remedies on Default.** You will be in default under this Agreement if any of the following events occurs: (1) If you fail to make any Minimum Payment in a timely fashion, (2) if you violate or fail to comply with any of the terms of this Agreement, (3) if you die or become insolvent or bankrupt, (4) if any financial or other information you give us regarding your Account is

incorrect or misleading,(5) if any judgment is entered against you, or (6) if we believe in good faith that the prospect of payment of your Account is impaired. If you are in default under this Agreement, our obligation to make further extensions of credit shall end. If you are in default under this Agreement, you may be directly responsible to your Provider for any unpaid principal balance at which time they may require payment in full. Our failure at any time to exercise any of these options or any other rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights later. All rights and remedies of AccessOne are cumulative and may be pursued singularly, successively, or together, at our option. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. We may sue you on your Account without suing any other Account Debtor or guarantor.

13. **Changes in Terms.** Subject to applicable law, we may change the terms of this Agreement including, but not limited to, the **ANNUAL PERCENTAGE RATE** on existing outstanding balances at any time provided we notify you at least thirty (30) days prior to the effective date of the change. Any new terms, including any increase or decrease in the **FINANCE CHARGES** or other charges provided in your notice, may apply both to new Purchases and other new charges on your Account and to any existing Balance on your Account on the date the change becomes effective.
14. **Change of Name, Home Address, or Email.** We will send Statements, written notices, and other information to you at the home address or email shown in our records, based on your account preferences. You agree to notify us promptly of any changes in your name, home address, or email. All written notices and statements from us to you will be considered given when placed in the United States mail using the home address or sent via email using the email that appears in our records.
15. **Credit Information.** You authorize us (1) release information from our records regarding your Account to comply with any properly served subpoena issued by any state or federal agency or court, and (2) to obtain credit experience from consumer credit reporting agencies. AccessOne does not credit report.
16. **Successors and Assigns.** You agree that AccessOne may at any time assign or transfer to another person your Account, your Account Balance, or this Agreement. The persons to whom AccessOne transfers or assigns your Account, your Account Balance, or this Agreement will have all AccessOne's rights under this Agreement. You may not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your heirs and legal representatives.
17. **Unauthorized Use.** You will not be liable for unauthorized use that occurs after you notify AccessOne in writing at 2764 Pleasant Rd. Suite A #11803, Fort Mill, SC 29708 about any unauthorized charges. In no condition will your liability exceed \$50.00.
18. **Effective Date.** This Agreement becomes effective on the date you accept these terms and conditions or when your first payment is posted to your Account, whichever is earlier.
19. **Sanctions Compliance.** You always agree at presently and during the pendency of the Agreement that (A) You are ordinarily a resident of the United States, (B) You are not the subject of economic sanctions administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC") or the U.S. Department of State (a "Sanctioned Person"), including by virtue of being: (i) named on OFAC's list of "Specially Designated Nationals and Blocked Persons"; or (ii) ordinarily a resident of, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State, (C) You will not use funds or any other property in which a Sanctioned Person has any interest to make any payment required under this agreement, and (D) You will not use the Account or make purchases using the Account to provide any benefit to or on behalf of any Sanctioned Person.
20. **Cancellation.** You can cancel your Account at any time by notifying us in writing by a letter requesting that we cancel your Account. We may cancel this Agreement at any time by notifying you. However, your obligations under the terms of this Agreement will continue to apply until you have paid us all the money you owe on the Account.
21. **Applicable Law.** This Agreement shall be governed by the laws of the United States and the laws of the State in which the healthcare services, equipment, or supplies purchased on your Account were furnished to you.
22. **Wireless Express Consent.** You consent and you agree that AccessOne may monitor and record telephone calls regarding your account to assure the quality of service or for other reasons. You expressly consent and agree that, to administer and service your account or to collect any amounts you may owe, AccessOne may contact you by telephone at any telephone number associated with your account you provide now or in the future, including cellular phones or other wireless devices, regardless of whether you incur charges as a result. You consent and you agree to AccessOne contacting you by the following methods including, but not limited to, any automatic telephone dialing system, sending text messages or e-mails using any email address you provide now or in the future, using manual calling methods, and/or prerecorded artificial voice messages, as applicable.
23. **Privacy Notice.** Our Privacy Notice is available online at <https://www.myaccessone.com/Home/LenderPrivacyPolicy/> and in paper upon request.

## **Your Billing Rights**

### **Keep this Notice 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 us at AccessOne, ATTN: Billing Complaints, 2764 Pleasant Rd. Suite A #11803, Fort Mill, SC 29708. **Do NOT send the letter with your payment.** You may also contact us via the patient portal at [www.myaccessone.com](http://www.myaccessone.com). Write to us as soon as possible.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- If 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 to occur, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. 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:**

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 why we believe the bill was correct.

While we investigate whether there has been an error, we cannot try to collect any amount you question, or report you as delinquent. The charge in question may remain on your statement, and we may continue to charge you interest on that amount, and we can apply any unpaid amount against your credit limit. **While you do not have to pay the amount in question, you are responsible for the remainder of your balance.**

If we find that we made a mistake, you will not have to pay the amount in question, or any interest or 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 have found that 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 must tell anyone to whom we report you that you have a question about your bill. And we must tell you the name of anyone we report you to, and we must let those organizations know when the matter has been settled between us.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### **Your Rights If You Are Dissatisfied With A Purchase:**

If you are dissatisfied with the goods or services that you purchased with your Account, and you have tried in good faith to correct the problem with the provider or merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all the following must be true:

1. You must have made the purchase in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00.
2. You must have used your Account for the purchase.
3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at AccessOne, 2764 Pleasant Rd. Suite A #11803, Fort Mill, SC 29708. 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 owe an amount and you do not pay, we may report you as delinquent.