

**INSTALLMENT LOAN AGREEMENT/SECURITY AGREEMENT**

CREDITOR: VERIZON WIRELESS SERVICES LLC  
1 Verizon Way, Basking Ridge, NJ 07920 (800)-922-0204

SELLER :	CELLULAR SALES MANAGEMENT GROUP LLC VIA ITS AFFILIATE IDENTIFIED IN THE BILL OF SALE DBA CELLULAR SALES ARKADELPHIA
	102 WP MALONE DR/NARKADELPHIA,AR 719235200
	Location Code : Q5273-01
	Transaction # : 16583
	Application # : 622763652
	Contract # : 1424916721
	Transaction date : 05/04/2020

BORROWER'S NAME DON OR WANDA SMITHPETERS  
 BORROWER'S PHONE NUMBER 870-406-0082  
 ACCOUNT OWNER'S ADDRESS 186 CROSSROAD CHURCH RD GURDON AR USA 71743  
 DESCRIPTION OF GOODS LG G8 ThinQ™ in Platinum Gray/LM-G820UMP (**"Device"**)  
 RETAIL PRICE (before down payment): \$840.00 DOWN PAYMENT (if applicable): \$0.00

YOU, meaning the Borrower named above, agree to pay the Creditor, Verizon Wireless, the Loan Amount disclosed in the itemization of Amount Financed below, pursuant to the terms of this Installment Loan Agreement/Security Agreement (the "Device Payment Agreement"). For purposes of this Device Payment Agreement, the terms "We," "Us," or "Our" means Verizon Wireless.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of Your credit at a yearly rate <b>0%</b>	The dollar amount the credit will cost You <b>\$0.00</b>	The amount of credit provided to You or on Your behalf \$840.00	The amount You will have paid after making all payments as scheduled \$840.00

Your payment schedule will be:

Number of Payments: 24

Amount of Payments: Payment 1: \$35.00 Payment 2-24: \$35.00

When Payments are Due: monthly starting on 06/15/2020

**SECURITY.**You are granting to Creditor a security interest in the Device.

**LATE CHARGE.**Payments received 15 or more days after Your due date may incur a late payment fee of up to 5% or \$5, whichever is less.

**ADDITIONAL INFORMATION.**Please see Your Device Payment Agreement terms for any additional information about nonpayment, default, any required payment in full before scheduled payments dates, and prepayment terms.

ITEMIZATION OF AMOUNT FINANCED OF

(A) LOAN AMOUNT	\$840.00
(B) FINANCE CHARGE	\$0.00
(C) AMOUNT FINANCED	\$840.00

## DEVICE PAYMENT AGREEMENT TERMS

1. DEVICE PAYMENT AGREEMENT. THIS DEVICE PAYMENT AGREEMENT REQUIRES THAT YOU MAINTAIN SERVICE WITH VERIZON WIRELESS UNDER YOUR CUSTOMER AGREEMENT. ALTHOUGH YOUR CUSTOMER AGREEMENT WITH VERIZON WIRELESS IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, AND OTHER PROVISIONS OF YOUR CUSTOMER AGREEMENT ARE INCORPORATED BY THIS REFERENCE IN THIS DEVICE PAYMENT AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. ADDITIONALLY, ANY DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DISPUTES AGAINST THE SELLER AND/OR VERIZON WIRELESS) SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS", WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND VERIZON WIRELESS (AND/OR THE SELLER) BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.
2. PAYMENTS. Payment is due as stated on Your Verizon Wireless bill. IF WE DO NOT RECEIVE PAYMENT WITHIN FIFTEEN (15) DAYS OF THE DUE DATE, WE MAY CHARGE YOU A LATE PAYMENT FEE OF UP TO 5% OF THE UNPAID BALANCE OF YOUR BILL OR \$5, WHICHEVER IS LESS, except where prohibited by law. Your specific payment schedule is provided on page 1. Returned checks will be subject to a fee of up to \$25, except where prohibited by law. Payments You make will be applied first to balances due under Your Customer Agreement and then to balances due under this Device Payment Agreement. If You have more than one device financing agreement with Verizon Wireless on Your account, payments will be applied to the oldest one first, and then to more recent ones in order of age; if two device financing agreements with Verizon Wireless are entered into on the same day, the one added to Our system first will be deemed older. Your payment schedule is determined by the date that You accept these terms and conditions, which allows Us to apply charges to Your bill. If You order a Device that is not available for shipment at the time of order, We will provide You with a payment schedule based on Our best estimate of when Your Device will be shipped. Your first payment will not be due until the Device is shipped. For any Device not available for shipment at the time of order, You agree that We may update the estimated payment schedule when Your Device is shipped, and We will provide the new payment schedule to You in writing. Additionally, if a delay in accepting this Device Payment Agreement or activating Your Device results in any charges becoming due on a date(s) later than the payment schedule, We will provide You with an updated payment schedule on Your bill. If You do not activate Your Device within forty-five (45) days of receipt, it shall be considered an event of Default subject to Section 6 of this Device Payment Agreement. If Your Device qualifies for an early upgrade offer, visit [verizonwireless.com/upgradeterms](http://verizonwireless.com/upgradeterms) for further details, terms and conditions.
3. PREPAYMENT: You may pay the total amount due under this Device Payment Agreement at any time before the final scheduled payment is due, and You will not have to pay a penalty. If You pay more than the monthly payment due, any excess amount You pay will be credited to Your account, and applied to any future charges pursuant to Section 2 above.
4. SECURITY INTEREST. You are granting to Verizon Wireless a purchase money security interest ("PMSI") in the Device and any or all cash or non-cash proceeds of the Device (including, as applicable, any substitutions or replacements), to secure Your payment and performance of Your obligations under this Device Payment Agreement (collectively, the "**Secured Obligations**"). The PMSI You are granting to Verizon Wireless is subject to the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed and will continue until Verizon Wireless has received payment in full of the Secured Obligations. We have no right to unlawfully enter Your premises or commit any breach of the peace to

repossess goods (Device) purchased under this Device Payment Agreement. If You are in Default under this Device Payment Agreement, We may take possession of the Device and may sell, lease, or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.

5. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Device Payment Agreement. Even if the Device is lost, stolen or damaged, You remain obligated for the Amount Financed. We recommend that You obtain property insurance on the Device. You may obtain property insurance from others for the Device purchased under this Device Payment Agreement.
6. **DEFAULT AND REMEDIES.** You are in default under this Device Payment Agreement if You fail to make any required payment when due or within fifteen (15) days of the due date; You terminate Your Customer Agreement; We terminate Your Customer Agreement for good cause; You breach any covenant, representation or warranty hereunder, or default in the performance of any other obligation which is not cured within ten (10) days after written notice to You; or We terminate Your Service for breach (each a "**Default**"). To the extent permitted by applicable law, upon a Default We have the right to require You to pay immediately the entire remaining balance in full under this Device Payment Agreement, and to pay Us actual and reasonable costs of collection. In addition, to the extent permitted by applicable law, upon a Default We may (a) take possession of the Device, (b) sell, lease or otherwise dispose of the Device, and/or (c) exercise all other remedies available to a secured party under the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed or other applicable law. We will give You notice of Our intent to exercise Our rights as required by applicable law.
7. **ASSIGNMENT.** We may, without Your consent, and without giving You notice, assign or transfer this Device Payment Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all Our rights, powers, privileges and remedies under this Device Payment Agreement. You agree You will not assign this Device Payment Agreement or any interest in it and will not sell or transfer, or offer to sell or transfer or enter, or offer to enter, into any lease with respect to the Device covered by this Device Payment Agreement without Our prior written consent.
8. **MILITARY LENDING ACT DISCLOSURE.** If You are a member of the active military, or a spouse or dependent of the active military, the following apply (the federal government requires Us to provide this notice to You even though we do not assess any of the fees referenced below): Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please refer to the Truth In Lending Act disclosures in this Device Payment Agreement for information regarding Your monthly payments. To hear this statement of rights under the Military Lending Act, please call 800-922-0204 and mention Military Lending Act.
9. **ELECTRONIC ACCESS TO DEVICE PAYMENT AGREEMENT / OTHER COMMUNICATIONS.** By signing below, You acknowledge that You have access to Verizon Wireless' website at [www.verizonwireless.com](http://www.verizonwireless.com), where a copy of this Device Payment Agreement and related privacy and other communications will be provided to You. You also consent to receive account-related communications in an electronic format, such as by email. If You want a paper copy of this Device Payment Agreement, You may ask Your sales representative to email or print a copy for You.
10. **BORROWER'S RIGHT TO CANCEL.** If You do not want the Device purchased from the Seller under this Device Payment Agreement, You may cancel this Device Payment Agreement by contacting the Seller in person within

fourteen (14) days of Your acceptance. You must return Your Device pursuant to the Seller's return policy to obtain a refund. If You do not return Your Device within the return period, You will be charged for the Amount Financed for Your Device.

11. SOUTH DAKOTA RESIDENTS: The South Dakota Department of Labor and Regulation will accept questions or complaints from South Dakota residents regarding this Device Payment Agreement. You can contact the office at: South Dakota Department of Labor and Regulation, Division of Banking 1601 N. Harrison Avenue, Suite 1 Pierre, SD 57501; Phone: 605.773.3421; Fax: 866.326.7504; Email:[banking@state.sd.us](mailto:banking@state.sd.us)

**I agree to all the terms and conditions of the Installment Loan Agreement/Security Agreement (ILA), including my obligation to make the monthly payments described on page 1 of my ILA, my right to cancel within fourteen (14) days, and my grant of a security interest to Verizon Wireless in the device.**

\_\_\_\_\_  
(Borrower's Signature)

05/04/2020  
(Date)

## Customer Agreement

I agree to the Verizon Customer Agreement (CA), including the Verizon Privacy Policy, and settlement of disputes by arbitration instead of jury trial, as well as the terms of the plan and optional services I have chosen.

## Device Payment Agreement

I agree to all of the terms and conditions of the Installment Loan Agreement(s)/Security Agreement(s) (ILA(s)), including my obligation to make the monthly payments described on page 1 of my ILA(s), my right to cancel within fourteen (14) days, and my grant of a security interest to Verizon Wireless in the device(s).

**I am aware that I can view the CA and the ILA(s) anytime at [verizonwireless.com](http://verizonwireless.com).**

By signing below, I agree to the ILA(s) and the CA

A handwritten signature in blue ink, appearing to read "Wanda Smith", is written over a horizontal line.

Signature

05/04/2020  
(Date)