



**Payment Authorization Agreement**

Payment Processing Center:

**SING For Service, LLC d/b/a Mepco**

**Service Contract #:**

**EBEP0020299**

Buyer	Seller	Dealer #:D1110
Name: <b>RICHARD ROBERT COOLEY</b>	Name: <b>Everything Breaks</b>	
Address: <b>320 east sherode ave</b>	Address: <b>5706 E. Mockingbird Lane, Suite 115-212</b>	
City: <b>cuvington</b> , State: <b>TN</b> , Zip: <b>30819</b>	City: <b>Dallas</b> , State: <b>Texas</b> , Zip: <b>75206</b>	
Phone #: <b>(901) 633-2057</b>	Phone #: <b>800-895-0842</b>	
Email: <b>richardrobertcooley@eb.com</b>	Salesperson: <b>Everything Breaks</b>	Email: <b>support@everythingbreaks.com</b>

<b>Administrator</b>	
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<b>Vehicle Information</b>	Contract Effective Date: <b>06/08/2022</b>
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You hereby authorize MEPCO to make consecutive monthly charges to your credit/debit card or bank account listed below, in the amounts and at the times disclosed in the Payment Schedule above (plus late charges and returned payment charges, if any). This authority remains in effect until MEPCO has received written notification of termination from you in time to allow reasonable opportunity for MEPCO to act on it. If charging a payment to your credit/debit card or bank account causes you to go over your credit limit or account balance, your card issuer or bank may charge you a fee.

Payment Processing  
Center:

Mepco  
10 S. LaSalle St., Suite 2310  
Chicago, IL 60603

Phone: 800-397-6767  
Fax: 312-853-0535

The Terms of this agreement are contained on more than one page

PAYMENT SCHEDULE		
Initial Payment	Monthly Renewable Payment	Monthly Renewable Payment Due Date (Beginning)
\$74.77	\$74.77	07/08/2022

**Late Charge:** Except as provided below, if you wish to continue your SC and do not make your full Monthly Renewable Payment within five (5) days of its scheduled due date, you will pay a late charge of the lesser of Ten Dollars (\$10.00) or five percent (5%) of the part of the payment that is late. If you live in **Arizona, California, Colorado, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, New York, Oklahoma, South Carolina, Virginia, West Virginia, Wisconsin or Wyoming**, your late charge will be the lesser of Ten Dollars (\$10.00) or five percent (5%) of the part of the payment that is late if you don't make your payment within (10) days of its scheduled due date. If you live in **Maine, Massachusetts, Mississippi or North Carolina**, your late charge will be the lesser of Five Dollars (\$5.00) or five percent (5%) of the part of the payment that is late if you don't make your payment within fifteen (15) days of its scheduled due date.

**PAYMENT OPTIONS:** You have paid Seller the Initial Payment in the amount set forth above. In order to renew your SC each month, you agree MEPCO can collect Monthly Renewal Payments from you, as scheduled and disclosed above.

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**PAYMENT OPTION SELECTED:**

**AUTHORIZATION**

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**Credit/Debit Card Authorization**

Card Number: **XXXX XXXX XXXX 4470**

Exp. Date: **2026/06**

**Bank Account Direct Debit Authorization**

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_ (must be 9 digits long)

Account Number: \_\_\_\_\_

Checking: \_\_\_\_ or Savings \_\_\_\_

**Notice to Buyer**

1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of this Agreement. 3. You have the right to cancel the Service Contract at any time and make no further payments. 4. Keep this Agreement to protect your legal rights.

**BY SIGNING BELOW, OR BY MAKING YOUR FIRST MONTHLY RENEWAL PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION BELOW, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

<b>BUYER</b>	<b>SELLER</b>
X <b>RICHARD ROBERT COOLEY</b> <i>Signature</i>	X <b>Everything Breaks</b> <i>Signature</i>
06/08/2022 <b>Date</b>	06/08/2022 <b>Date</b>

In accordance with the terms and conditions of the agreement between Seller and Mepco, Seller hereby assigns its right, title and interest in this Agreement to MEPCO, 10 S. LaSalle St., Suite 2310, Chicago, IL 60603.

\_\_\_ This Agreement sets forth the terms and conditions of the consecutive monthly payment authorization by the Purchaser by phone or other electronic means. See page 4 for instructions to cancel.

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## ADDITIONAL TERMS AND CONDITIONS

**AUTHORIZATION:** You agree that we may collect Monthly Renewable Payments from you according to the terms of this Agreement.

**LATE CHARGE AND RETURNED PAYMENT CHARGES:** You agree to pay the late payment charges specified on Page 2. The applicable late charge is based upon your state of residence at the time you enter into or ratify this Agreement. **Except as provided below**, if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires, and wait the time any applicable law requires, you agree to pay us a returned payment charge of Twenty-Five (\$25.00). If you live in Arizona or Massachusetts, you agree to pay a return payment charge of Ten Dollars (\$10.00). If you live in California or Wisconsin, you agree to pay a returned payment charge of Fifteen Dollars (\$15.00). If you live in Connecticut, Idaho, New York or Utah, you agree to pay us a returned payment charge of Twenty Dollars (\$20.00). If you live in the District of Columbia, Iowa or Wyoming, you will not pay returned payment charges. If you live in Maine, Virginia or Vermont, you will be liable for returned payment charges as prescribed by a court, if we take action against you.

All late charges, returned payment charges and other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or is in effect at the time of the next monthly payment.

**YOUR RIGHT TO CANCEL; ASSIGNMENT OF RIGHTS:** You have the right to cancel the SC at any time in accordance with the terms of the SC. If you exercise the right to cancel the SC, you agree to send written notice of the cancellation to the Administrator and to us. You authorize us to direct the Administrator/Seller to cancel the SC if we do not receive any payment within ten (10) days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the SC. If the SC is cancelled before you have paid all fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the SC. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the SC. Neither MEPCO nor any other assignee of the Seller shall have a contractual or other responsibility under this Agreement or the SC to pay or calculate such refund, or for the performance of any other services required by the SC.

**OUR RIGHT TO CANCEL:** If you fail to make any payment when due or subject to the requirement in this section, fail to comply with any provision in the Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the SC and take any action permitted by law to collect what you owe, if any. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the SC. We will apply those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of One Dollar (\$1.00), you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the SC as described in this section, and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action take as a result. Our failure to require strict performance of any provision in this Agreement or to exercise our rights under this Agreement will not waive or relinquish any future rights under this Agreement.

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\*\*If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.

**POWER OF ATTORNEY:** In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the SC until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have the full power under this power of attorney to (1) cancel or reinstate the SC, (2) endorse or execute, in your name, all checks issued and all other documents or instruments relating to the SC, (3) receive, demand, collect or sue for any amounts relating to the SC due and owing to us by the Administrator, Insurer, Seller or any other obligor, and (4) take such actions as are necessary to further the purposes of this Agreement.

**ACCEPTANCE, RATIFICATION AND ACCURACY:** This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the Agreement: (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, (2) you provide verbal authorization via a recorded phone call for us to initiate payments, or (3) you make your payment. Either signature, verbal authorization via recorded phone call, or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under this Agreement. You may not modify the preprinted terms of this Agreement.

**SERVICING AND COLLECTION CONTACTS:** By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers all types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between you and us. 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 us. No oral changes to the terms of this Agreement are binding on you or us.

**GOVERNING LAW; ARBITRATION:** This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence, as provided on the first page of this Agreement. Each provision in this Agreement includes the arbitration provision set forth below. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

**MISCELLANEOUS:** The content and format of this Agreement has been adapted to provide you 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. You expressly acknowledge and understand that the purchase of a SC is not required either to purchase or obtain financing for a vehicle. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosure applies.

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

**ARBITRATION PROVISION: This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify this Agreement.**

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**EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER OF ANY CLASS CLAIM YOU MAY HAVE AGAINST US.**

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement such as an assignee of this Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called "class action waiver."

You may choose the applicable rules of either the American Arbitration Association ("AAA") or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site ([www.adr.org](http://www.adr.org)). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. 1 et seq.).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization. The arbitrator's award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision, other than the Class Action Waiver, is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, regardless of the reason.

**STATE LAW DISCLOSURES:**

**OHIO:** If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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