



"IT'S MAGIC CARD" APPLICATION AND AGREEMENT FOR 30-DAY CHARGE ACCOUNT (Please type or print clearly)

Last Name:

First: Middle:

Street Address: City: State: Zip:

Do you: Own Rent Mail address if different from street

Provide your email address and we'll send you money Saving \$pecials & Promotional offers!

Email:

Social Security Number:

Home Phone: Business Phone: Mobile Phone:

Employed By: Years: Months:

Occupation:

Bank Reference:

Number of cards desired:

Card 1 Name:

Card 2 Name:

Card 3 Name:

Sign, date, and affix postage, then tape or staple the ends of the form and mail it to us. (Your signature is your consent to permit the credit union or bank to release information on your account.)

Annual fees	Transaction fee for purchase	Fees for paying late
WAIVED Annual Fee: None Membership fee \$5 One-time only	None	Late payment fee: 1 ½% per month on Average Daily balance for prior billing period

All charges made on this charge card are due and payable when you receive your periodic statement.

I have answered the questions on this application fully and truthfully. All the information I have provided is correct and I authorize you to investigate my credit record and check statements I have made. This application is your property and I understand you will retain it whether or not I receive the credit I have asked for. **REQUIRED: PLEASE SIGN THE AGREEMENT.**

Please provide the names you would like to appear on your card(s). If this area is left blank, we will send only one card with the applicant's name. If you need more than 2 cards, attach a list of additional names.

Please enroll me in the *Save-A-Dollar Club of Hawaii's Thirty Day Charge Account Program* and issue a Club Card to me. As used herein "I" and "me" refer to the applicant above and "you" refers to *Aloha Petroleum, Ltd.* operating as *Save-A-Dollar Club of Hawaii*. I understand *Save-A-Dollar Club of Hawaii* is a trade name used by *Aloha Petroleum, Ltd.* in connection with the retail sale of gasoline. If a Club Card is issued to me, I will pay to you a \$5.00 nonrefundable application fee, which will be billed to my account. I agree to the following with respect to all purchases made by me or by the use of my Club Card.

The IT'S MAGIC program may be discontinued or modified at any time at the sole discretion of Aloha Petroleum, Ltd.

Signature: _____

Date:

Terms and Agreements

1. **Payment.** Each month I will receive a statement showing my Club Card purchases. I will pay the amount due on account of all purchases made with my Club Card within Thirty (30) days from the date of the statement. If I do not pay by the date specified, I understand you may charge a late payment charge of one and a half percent (1½%) a month as provided in paragraph 8 below.
2. **Club Card.** I understand that any Club Card issued to me is your property and may be cancelled or repossessed by you at anytime by phone or by writing me at my address in your records. I agree to return the Club Card to you upon your request. I may cancel my account by writing you. I understand if my account is cancelled I agree to pay everything I owe you including any unbilled amounts. I release you of any liability for failure to honor the Club Card at anytime.
3. **Charge Limits.** You may send me a separate notice limiting the amount of monthly purchases I may make with the Club Card. If such a notice is sent to me, I will make purchases only up to that limit. You can increase the limit anytime or not impose one. If I make more purchases than permitted by my limit, I will pay for them and you do not give up any rights.
4. **Change of Terms.** You can change the terms of this agreement at anytime. The new terms will apply both to new purchases and any outstanding balance on my account. You will let me know at my address shown in your records of any change at least fifteen (15) days before the start of the billing period in which the change takes place.
5. **Failure to Pay.** If I miss a payment or do not keep a promise under this agreement or make any false statements to you or if I die, you can require immediate payment of my outstanding balance, charge the late charges in cases as provided above and suspend my credit privileges without notice to me. I will pay you all collection costs, including reasonable attorney's fees and court costs, and any costs you may incur in retrieving my Club Card. You can bill these costs to my account. I know the Club Card is intended for my use only; if, despite this, I permit anyone else to use my Club Card, I will be responsible and pay for all purchases such persons may make.
6. **Change of Address.** If I move, I will give you my new address immediately.
7. **Credit Information.** I authorize you to investigate my credit record and I understand you may obtain a consumer report about me. Upon inquiry from me to you at your address listed below, you will inform me if a consumer report was requested by you or received by you. If such a report was requested or received, you will, in response to my inquiry, inform me of the name and address of the consumer reporting agency which furnished the report. I further understand that if I receive a Club Card, you may later request consumer reports on me in connection with use of my account. I authorize you to furnish information about my account to credit reporting agencies and others who may properly receive such information.
8. **Late Charge Computation.** I agree to pay the late charge described in paragraph 1 above if I fail to make a payment on time. I understand the late charge is a charge not to exceed one and one-half percent (1½%) applied to my average daily balance during the billing period. The average daily balance is computed by adding the balance at the end of each day in the billing period and dividing that sum by the number of days in that period. The balance outstanding each day is determined by adding purchases and charges to, and subtracting payments and credits from, the balance outstanding on the previous day excluding any unpaid late charges.
9. **Questions and Billing Errors.** I will let you know right away if I have any question about my statement. I can call you at (808) 522-9222 Neighbor Islands 1-800-621-4654 or write you at P.O. Box 500, Honolulu, Hawaii 96809-0500. If I think you have made a mistake on my statement, I understand I must follow the procedures on the statement on my right to dispute billing errors to preserve my rights under federal law which will be furnished to me, together with another copy of this agreement for me to keep before I make any purchases using my Club Card.
10. **Safety Rules.** I agree that I will follow Gasoline Safety Guidelines as established by you from time to time. I understand that some of the guidelines are established by federal, state or local fire hazard laws and others are simply good common sense safety precautions.
11. **Waiver.** You can waive or decline to enforce any of your rights under this agreement without affecting any of your rights under this agreement.
12. **Thirty (30) Day Charge Account.** I understand that all purchases I may make by use of the Club Card are on a single payment, thirty (30) day charge account basis. I understand that the Club Card may not be used like a bank or similar credit card to defer payment for more than one billing period. The Club Card is used as a means for me to pay for my purchase each month. I must make payment in full each month or I will be in default under this agreement.
13. **Approval.** I understand this agreement will not be effective until accepted by you or until I receive a Club Card from you which will be deemed to be your acceptance of this application.
14. **Additional Cards.** I understand that up to 2 cards will be given to me at no charge. Cards requested thereafter will have a charge of \$1.00 each.
15. **Unauthorized Use.** I may be liable for the unauthorized use of the Club Card. I will not be liable for unauthorized use that occurs after I notify you at (808) 522-9222 Neighbor Islands 1-800-621-4654 or write you at P.O. Box 500, Honolulu, Hawaii 96809-0500, of the loss, theft or possible unauthorized use. In any case, my liability will not exceed \$50 or any lesser amount under this Agreement.

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

THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICATIONS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER IN A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANTS INCOME DERIVES FROM ANY PUBLIC ASSISTANCE. PROGRAM; OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW CONCERNING THIS CREDIT IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH AND PENNSYLVANIA AVENUE, NW WASHINGTON, D.O 20580.

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