

## GE MONEY BANK CREDIT CARD PRICING INFORMATION

<b>ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES (DICK'S SPORTING GOODS PLATINUM REWARDS MASTERCARD ONLY)</b>
The Periodic Rate for your Purchase Balance is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is .03079% (APR 11.24%), 04106% (APR 14.99%) or .05202% (APR 18.99%).
<b>ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES (DICK'S SPORTING GOODS CREDIT CARD ONLY)</b>
The Periodic Rate for your Purchase Balance is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is .06572% (APR 23.99%).
<b>ANNUAL PERCENTAGE RATE (APR) FOR CASH ADVANCES (DICK'S SPORTING GOODS PLATINUM REWARDS MASTERCARD ONLY)</b>
The Periodic Rate for your Cash Advance Balance is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is .06021% (APR 21.98%).
<b>ANNUAL PERCENTAGE RATE (APR) FOR CASH ADVANCES (DICK'S SPORTING GOODS CREDIT CARD ONLY)</b>
The Periodic Rate for your Cash Advance Balance is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is .06572% (APR 23.99%).
<b>DELINQUENCY RATE (APR)</b>
The Periodic Rates and corresponding APRs for all Account balances (including any promotional rates) may be increased if you fail to make a required Minimum Payment by the Payment Due Date, you make a payment to us that is not honored by your bank or you exceed your Credit Limit. If we increase your Periodic Rates, the new Periodic Rates will be equal to the Delinquency Rate, or at our discretion a lower rate. The increased Periodic Rates will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed or returned payment was due or in which you exceeded your Credit Limit. We also may change rates or other terms as provided in the Termination/Change In Terms Section of this Agreement. The Delinquency Rate is a rate of .08216% (APR 29.99%). The Delinquency APR will apply indefinitely unless you make required payments by the Payment Due Date for six consecutive billing cycles after the Effective Date.
<b>GRACE PERIOD FOR REPAYMENT OF THE BALANCE FOR PURCHASES</b>
At least 23 days if you pay your balance in full each month; otherwise, none.
<b>GRACE PERIOD FOR REPAYMENT OF THE BALANCE FOR CASH ADVANCES</b>
There is no period within which you can avoid periodic Finance Charges on Cash Advances or Transaction Fees for Cash Advances.
<b>METHOD OF COMPUTING THE BALANCE FOR PURCHASES</b>
One Cycle Average Daily Balance (Including New Purchases)*
<b>MINIMUM FINANCE CHARGE</b>
\$2.00
<b>LATE PAYMENT FEE</b>
\$29 - \$29.99 if the Balance is \$249.99 or less; and \$39 - \$39.99 if the Balance is \$250.00 or more. (Balance is Account balance on date fee is applied.)
<b>OVER LIMIT FEE</b>
\$30 - \$39.99
<b>RETURN CHECK FEE</b>
\$39 - \$39.99
<b>TRANSACTION FEE FOR CASH ADVANCES (DICK'S SPORTING GOODS. PLATINUM REWARDS MASTERCARD ONLY)</b>
4% of the amount of each cash advance, but not less than \$10
<b>TRANSACTION FEE FOR CASH ADVANCES (DICK'S SPORTING GOODS CREDIT CARD ONLY)</b>
4% of the amount of each cash advance, but not less than \$5.
<b>TRANSACTION FEE FOR BALANCE TRANSFERS (DICK'S SPORTING GOODS PLATINUM REWARDS MASTERCARD ONLY)</b>
4% of the amount of each balance transfer, but not less than \$10.
<b>TRANSACTION FEE FOR BALANCE TRANSFERS (DICK'S SPORTING GOODS CREDIT CARD ONLY)</b>
4% of the amount of each balance transfer, but not less than \$5.
<b>TRANSACTION FEE FOR BALANCE TRANSFERS DICK'S SPORTING GOODS PLATINUM REWARDS MASTERCARD ONLY)</b>
For Foreign Currency Transaction, GE Money Bank charges 3% of the Converted Transaction Amount.

\* **METHOD OF COMPUTING THE BALANCE SUBJECT TO PERIODIC FINANCE CHARGES.** The balance subject to a periodic Finance Charge is calculated separately for Purchases and Cash Advances.

**A.** The Purchase Balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. To determine the Purchase Daily Balance, we take the prior day's Purchase Balance of your Account, which includes unpaid periodic Finance Charges on your Purchase Balance, and add any new Purchases, including any Balance Transfers that are treated as Purchases, and other debits charged to your Account that day, and subtract any payments and other credits applied to your Purchase Balance that day. Each day we also add any periodic Finance Charges on your Purchase Balance and other Finance Charges and fees (other than Transaction Fees for Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the Purchase Daily Balance of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.

**B.** The Cash Advance Balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance Daily Balance, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, including any Balance Transfers that are treated as Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract payments and other credits applied to your Cash Advance Balance that day. This gives us the Cash Advance Daily Balance of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

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**Notice to Married Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under Sec. 766.59, Wis. Stats., or a court decree under Sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. We are required to notify spouses of married Wisconsin residents who apply for an individual account regardless of whether the spouse may use the card.

**GE MONEY BANK  
PARTICIPATION IN THE DICK'S SCORECARD  
REWARDS PROGRAM**

DICK'S Sporting Goods Credit Rewards Card and Platinum Rewards MasterCard ("Card") Cardholders are automatically enrolled in the DICK'S ScoreCard<sup>®</sup> Rewards Program. You earn one point for every dollar in net purchases (purchases minus refunds and returns) you make with your Card. Balance transfers and cash advances do not qualify for points unless otherwise indicated. Points earned through Card purchases are tracked on your monthly Account statement. Each month the points you earn through purchases with your Card are transferred to DICK'S Sporting Goods to be added to your ScoreCard Rewards total (allow four to seven weeks from purchase date for points to appear on your ScoreCard Rewards total). GE Money Bank will not transfer ScoreCard Rewards points if the Card Account has been closed for cause. Your ScoreCard Rewards total consists of (i) 1 point for every dollar of net purchases with your Card, (ii) 1 point for every dollar in qualifying purchases at any DICK'S Sporting Goods location (online purchases at [www.dickssportinggoods.com](http://www.dickssportinggoods.com) do not qualify for the additional point), and (iii) any bonus points resulting from special offers.

As of April 1, 2007, when your ScoreCard Rewards total reaches 300 points, DICK'S Sporting Goods will issue a \$10.00 ScoreCard Reward Certificate within 60 days that you can redeem at any DICK'S Sporting Goods Store location. There is no cap on the number of certificates you can earn and no limitation on the number of certificates you can redeem. If your DICK'S Sporting Goods purchase is less than the amount designated on the ScoreCard Rewards Certificate you will forfeit the remainder of that amount. The ScoreCard Rewards Certificates issued by DICK'S Sporting Goods will expire 45 days after issuance.

DICK'S Sporting Goods annual ScoreCard Rewards Program ("Program") participation and its benefits are offered at the sole discretion of DICK'S Sporting Goods. Signing the application or using the ScoreCard Rewards Card constitutes the Participant's agreement to the Terms and Conditions of the Program and consent to DICK'S Sporting Goods accumulation (collection), retention and reasonable use of all information regarding participants acquired by DICK'S Sporting Goods as a result of participation in the Program. DICK'S Sporting Goods may use such information for account management, customer service and related purposes and otherwise as permitted or required by law. Participant authorizes DICK'S Sporting Goods to use such information to send you marketing communications and special offers. At its sole discretion, DICK'S Sporting Goods has the right to modify, add or delete any of the Program rules, terms, conditions, benefits or rewards, in whole or in part, at any time, with or without notice, even though such changes may affect the value of points already accumulated or the value of the rewards. Participation in the Program is void if prohibited by law in the jurisdiction in which the prospective participant resides. If in any particular state the Program or DICK'S Sporting Goods has to apply for any special license, bonding, permit or other governmental regulatory approval, the Program will be void in that particular state. For purpose of the Privacy Policy and the ScoreCard Rewards Program Terms and Conditions, "DICK'S Sporting Goods" shall include The Golf Shop, as applicable. **DICK'S SPORTING GOODS RESERVES THE RIGHT TO EXPIRE ALL UNREWARDED POINTS ANNUALLY ON THE SATURDAY CLOSEST TO JANUARY 31ST OF EACH YEAR. PLEASE SEE THE DICK'S SCORECARD REWARDS PROGRAM TERMS AND CONDITIONS FOR DETAILS OF POINTS MANAGEMENT, EXPIRATION POLICIES AND OPT OUT INFORMATION.**

**COMPLETE OFFICIAL SCORECARD TERMS & CONDITIONS AVAILABLE AT  
[www.dickssportinggoods.com/scorecard](http://www.dickssportinggoods.com/scorecard)  
or at any Dick's Sporting Goods location  
FOR QUESTIONS, PLEASE CONTACT THE  
SCORECARD HOT LINE  
(INCLUDING CURRENT POINTS BALANCE): 1-800-440-4002**

**GE MONEY BANK  
CREDIT CARD AGREEMENT**

**1. GENERAL.** This Agreement ("Agreement") governs your credit card account referenced on the document received with your Card or on your welcome letter ("Account"). In this Agreement and your billing statement ("Statement"), "we", "us", and "our" means GE Money Bank, 4246 South Riverboat Road, Suite 200, Salt Lake City, UT 84123-2551, "you" and "your" means all persons who we approve to use the Account; and "Card" means your credit card that is issued by GE Money Bank and that is referenced on the document received with your Card or on your welcome letter. The effective date of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us, or (ii) the first date that you or someone authorized by you uses the Account.

**2. USE OF ACCOUNT.** You may use your Account (i) to purchase goods and services ("Purchases"), (ii) to obtain cash advances ("Cash Advances") by writing convenience checks ("Convenience Checks") we may provide to you from time to time or by other means we may make available, or (iii) to transfer balances from other credit card accounts to this Account ("Balance Transfers") by means (including balance transfer checks) we may make available from time to time, in each case up to any credit limit we may establish for your Account ("Credit Limit"). Except as otherwise provided in this Agreement or in any applicable offer, Balance Transfers will be treated as Purchases. You may not initiate Balance Transfers to this Account from other accounts with us or any of our affiliates. We may limit your Cash Advances to a portion of your Credit Limit (your "Cash Limit") and if we do so, you agree not to take Cash Advances in excess of your Cash Limit. We may decline to authorize any Purchase, Balance Transfer or Cash Advance or change your Credit Limit at any time. You may use your Account only for personal, family or household purposes.

3. **PROMISE TO PAY.** You promise to pay us for all credit that we extend on your Account for Purchases, Balance Transfers, Cash Advances, and all other amounts owed to us under the terms of this Agreement.

#### 4. PERIODIC FINANCE CHARGES.

A. We calculate the periodic Finance Charge separately for Purchases and Cash Advances. The Annual Percentage Rate may sometimes be referred to as "APR". For each billing period in which a periodic Finance Charge is imposed, the amount of the Finance Charge is the total of the amount of the periodic Finance Charge calculated during the billing period. The periodic Finance Charge for each billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") in effect during that billing period to the balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE** of up to \$2.00 will be imposed for each billing period in which your Account is subject to a Finance Charge.

B. The periodic Finance Charges will be determined separately for charges incurred under any Special Payment Plan in accordance with the terms established for such Special Payment Plan. *You understand and acknowledge that this Account provides for the daily compounding of periodic Finance Charges.*

#### 5. PERIODIC RATES

A. The Periodic Rate for your Purchase Balance is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is .06572% (APR 23.99%).

B. The Periodic Rate for your Cash Advance Balance is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is .06572% (APR 23.99%).

C. The Periodic Rates and corresponding APRs for all Account balances (including any promotional rates) may be increased if you fail to make a required Minimum Payment by the Payment Due Date, you make a payment to us that is not honored by your bank or you exceed your Credit Limit. If we increase your Periodic Rates, the new Periodic Rates will be equal to the Delinquency Rate, or at our discretion a lower rate. Our decision may be based on factors such as the timing or seriousness of any default, your payment and purchase history and other performance on this Account. The increased Periodic Rates will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed or returned payment was due or in which you exceeded your Credit Limit. We also may change rates or other terms as provided in the Termination/Change In Terms Section of this Agreement. The Delinquency Rate is a rate of .08216% (APR 29.99%).

#### 6. BALANCE SUBJECT TO PERIODIC FINANCE CHARGES.

A. The Purchase Balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. To determine the Purchase Daily Balance, we take the prior day's Purchase Balance of your Account, which includes unpaid periodic Finance Charges on your Purchase Balance, and add any new Purchases, including any Balance Transfers that are treated as Purchases, and other debits charged to your Account that day, and subtract any payments and other credits applied to your Purchase Balance that day. Each day we also add any periodic Finance Charges on your Purchase Balance and other Finance Charges and fees (other than Transaction Fees for Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the Purchase Daily Balance of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.

B. The Cash Advance Balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance Daily Balance, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, including any Balance Transfers that are treated as Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract payments and other credits applied to your Cash Advance Balance that day. This gives us the Cash Advance Daily Balance of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

7. **WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE.** Purchases and Cash Advances begin to accrue periodic Finance Charges from the date of the transaction (or, at our option, from the date they are posted to your Account) and continue to accrue finance charges until the charge is paid in full. However, you can avoid periodic Finance Charges on new Purchases if for each billing period you pay your New Balance, including any Cash Advance balance and any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period. There is no period within which you can avoid periodic Finance Charges on Cash Advances or Transaction Fees for Cash Advances.

#### 8. PAYMENTS.

A. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. If you have a balance subject to Finance Charges, earlier payment may reduce the amount of Finance Charges you will pay. Any time the APR applicable to your Account is 24.0% or less, your Minimum Payment initially will be (i) the greater of \$15 or 3% of your New Balance (excluding any balance attributable to any Special Payment Plan that involves delayed or special payments), rounded to the next highest dollar, plus (ii) any past due amounts, plus (iii) any payment due under any Special Payment Plan. Any time the APR applicable to your Account is greater than 24.0%, your Minimum Payment initially will be (i) the greater of \$15 or 3.5% of your New Balance (excluding any balance attributable to any Special Payment Plan that involves delayed or special payments), rounded to the next highest dollar, plus (ii) any past due amounts, plus (iii) any payment due under any Special Payment Plan. However, if during any four month period immediately following a billing period in which a Late Payment and/or Over Limit Fee is assessed, you pay at least the Minimum Payment each month but the total of your payments does not at least equal the sum of the Finance Charges billed on your Statement each month, plus 1% of your New Balance each month, plus the particular Late Payment and/or Over Limit Fee that was assessed in the billing period before the four month period, your Minimum Payment will be changed for future months to the greater of the Minimum Payment calculation stated above, or the sum of 1% of your New Balance plus Finance Charges, Late Payment Fees and Over Limit Fees billed on your Statement. In each case, your Minimum Payment also will include any past due amounts and any payment due under any Special Payment Plan. The Minimum Payment will be the New Balance if the New Balance is less than \$15.

B. All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on the Statement, not the Payment Address.

C. All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. on any business day, or on any day other than a business day, will be credited on the next business day. **Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your Statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type.** If this Credit Card program allows in-store payments, you agree that any payments on your Account delivered to a Retailer/Merchant/Dealer store are handled by the Retailer/Merchant/Dealer as a convenience for you and are not received or accepted by us until physically delivered to us. Although we post your payments in the manner described above, we may delay restoring your available Credit Limit in the amount of your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

D. We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use

may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional Purchases), and the timing and amount of your payments. For example, on promotions requiring a Minimum Payment, payments over the minimum will usually be applied to those promotional balances before non-promotional and other balances. If you have a non-promotional balance, this may reduce the benefit from the promotion. If you want to change this allocation, please call customer service.

E. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your check or item will not be returned to you by us or your bank.

#### 9. FEES. You agree to pay the following fees.

A. A Late Payment Fee, if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your Account balance on the date the Late Payment Fee is applied to your Account. The Late Payment Fee will be \$29 - \$29.99 for a balance of \$249.99 or less; and \$39 - \$39.99 for a balance of \$250.00 or more.

B. A Returned Check Fee of \$39 - \$39.99 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

C. An Over Limit Fee of \$30 - \$39.99 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

D. A Transaction Fee for each Cash Advance that posts to your Account, including any Balance Transfer treated as a Cash Advance. This fee will be a **FINANCE CHARGE** equal to 4% of the amount of the Cash Advance, with a minimum of \$5.

E. A Returned Loan Check Fee of \$39.99 in the event any Convenience Check on your Account is not honored by us because (i) the portion of your Credit Limit available for Convenience Checks is insufficient to cover the amount of the Convenience Check, (ii) you have filed a petition in bankruptcy, (iii) the Convenience Check has expired, or (iv) your Account has been closed.

F. A Stop Payment Fee of \$39.99 if we stop payment on any Convenience Check at your request. You may request that we stop payment on a Convenience Check (only before it is negotiated) by notifying us in writing at P.O. Box 981439, El Paso, TX 79998-1439, Attn: Payment Processing or by calling us at the telephone number on your billing statement. If you call and order a stop payment, we must receive written confirmation of the stop payment order from you within fourteen (14) days of the call or the stop payment order will expire. The written stop payment order must include the Convenience Check number, payee, amount and date of the Convenience Check on which payment is to be stopped. A written stop payment order will expire six (6) months after we receive it unless the stop payment order is renewed in writing.

G. A Transaction Fee for each Balance Transfer treated as a Purchase that posts to your Account. This fee will be a **FINANCE CHARGE** equal to 4% of the amount of the Balance Transfer, with a minimum of \$5.

**10. SECURITY INTEREST.** You grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). If you made a Purchase pursuant to a credit promotion, the balance with respect to the promotional Purchase may be shown on Statements during the promotional period and may reflect a different payment allocation method. In no event will we assert a security interest in the promotional Purchase for an amount greater than the lowest balance shown on a Statement for that promotional Purchase. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling. Should we feel it necessary, you authorize us to sign and file financing statements regarding any Vehicle purchased.

If the item of merchandise purchased is a Vehicle (including the vehicle, parts and accessories) and if you default under this Agreement we may, as permitted by applicable law, repossess the Vehicle and any personal property of yours in or attached to the Vehicle that is not subject to our security interest may be held by us without liability. Unless you make written demand on us for the return of such personal property within 10 days (or any longer period required by applicable law) of repossession, you will lose any right to reclaim it from us, except as applicable law otherwise provides. After we repossess the Vehicle, it may be sold at public or private sale, as provided for by applicable law, and the proceeds received from the sale will be applied to your balance after deducting expenses allowed by law. We will pay you any surplus resulting from a resale of the repossessed Vehicle, and you will pay us any deficiency when and as permitted by applicable law.

For some individual Purchases under your Account, we may require you to maintain property/casualty insurance on the Purchase as a condition of granting you credit. You will be informed of any property/casualty insurance requirement at the time you make the Purchase.

**GE MONEY BANK  
BRANDSMART U.S.A. PLATINUM REWARDS  
MASTERCARD AGREEMENT**

**1. GENERAL.** This Agreement ("Agreement") governs your Dick's Sporting Goods Credit Rewards credit card account ("Account"). In this Agreement and your billing statement ("Statement"), "we", "us", and "our" means GE Money Bank, 4246 South Riverboat Road, Suite 200, Salt Lake City, UT 84123-2551, "you" and "your" means all persons who we approve to use the Account; and "Card" means your Dick's Sporting Goods Credit Rewards Credit Card. The effective date of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us, or (ii) the first date that you or someone authorized by you uses the Account.

**2. USE OF ACCOUNT.** You may use your Account (i) to purchase goods and services ("Purchases"), (ii) to obtain cash advances ("Cash Advances") by writing convenience checks ("Convenience Checks") we may provide to you from time to time or by other means we may make available, or (iii) to transfer balances from other credit card accounts to this Account ("Balance Transfers") by means (including balance transfer checks) we may make available from time to time, in each case up to any credit limit we may establish for your Account ("Credit Limit"). Except as otherwise provided in this Agreement or in any applicable offer, Balance Transfers will be treated as Purchases. You may not initiate Balance Transfers to this Account from other accounts with us or any of our affiliates. We may limit your Cash Advances to a portion of your Credit Limit (your "Cash Limit") and if we do so, you agree not to take Cash Advances in excess of your Cash Limit. We may decline to authorize any Purchase, Balance Transfer or Cash Advance or change your Credit Limit at any time. You may use your Account only for personal, family or household purposes.

#### **3. PROMISE TO PAY.**

You promise to pay us for all credit that we extend on your Account for Purchases, Balance Transfers, Cash Advances, and all other amounts owed to us under the terms of this Agreement.

#### 4. PERIODIC FINANCE CHARGES.

- A. We calculate the periodic Finance Charge separately for Purchases and Cash Advances. The Annual Percentage Rate may sometimes be referred to as "APR". For each billing period in which a periodic Finance Charge is imposed, the amount of the Finance Charge is the total of the amount of the periodic Finance Charge calculated during that billing period. The periodic Finance Charge for each billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") in effect during that billing period to the balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE** of up to \$2 will be imposed for each billing period in which your Account is subject to a Finance Charge.
- B. The periodic Finance Charges will be determined separately for charges incurred under any Special Payment Plan in accordance with the terms established for such Special Payment Plan. *You understand and acknowledge that this Account provides for the daily compounding of periodic Finance Charges.*

#### 5. PERIODIC RATES.

- A. The Periodic Rate for your Daily Balance of Purchases is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is either:
1. the greater of (i) the Prime Rate plus 5.99% times 1/365; or (ii) .02736% (**APR 9.99%**). As of December 31, 2009, the Purchase Standard Rate under this formula was .03079% (**APR 11.24%**); or
  2. the greater of (i) the Prime Rate plus 11.99% times 1/365; or (ii) .04106% (**APR 14.99%**). As of December 31, 2009, the Purchase Standard Rate under this formula was .04105% (**APR 14.99%**); or
  3. the greater of (i) the Prime Rate plus 14.49% times 1/365; or (ii) .04928% (**APR 17.99%**). As of December 31, 2009, the Purchase Standard Rate under this formula was .05202% (**APR 18.99%**). The Prime Rate for a billing period is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the fifth business day preceding the first day of the billing period.
- B. The Periodic Rate for your Cash Advance Balance is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is the greater of (i) the Prime Rate plus 17.74%, times 1/365, or (ii) .060216% (**APR 21.98%**). As of December 31, 2009, the Cash Standard Rate was .06021% (**APR 21.98%**).
- C. The Periodic Rates and corresponding APRs for all Account balances (including any promotional rates) may be increased if you fail to make a required Minimum Payment by the Payment Due Date, you make a payment to us that is not honored by your bank or you exceed your Credit Limit. If we increase your Periodic Rates, the new Periodic Rates will be equal to the Delinquency Rate, or at our discretion a lower rate. Our decision may be based on factors such as the timing or seriousness of any default, your payment and purchase history and other performance on this Account. The increased Periodic Rates will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed or returned payment was due or in which you exceeded your Credit Limit. We also may change rates or other terms as provided in the Termination/Change In Terms Section of this Agreement. The Delinquency Rate is a rate of .08216% (**APR 29.99%**).
- D. The Periodic Rates and corresponding APRs may vary. If the Prime Rate increases, the Periodic Rates and corresponding APRs may increase and, as a result, the periodic Finance Charge, Minimum Payment and number of payments also may increase. Any change in the Periodic Rates will apply to your entire Account balance (unless otherwise specified in any applicable Special Payment Plan). A change in the Prime Rate will take effect on the first day of the billing period that commences after the change. We may select a new interest rate index if the Prime Rate is not available.

#### 6. BALANCE SUBJECT TO PERIODIC FINANCE CHARGES. The balance subject to a periodic Finance Charge is calculated separately for Purchases and Cash Advances.

- A. The Purchase Balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. To determine the Purchase Daily Balance, we take the prior day's Purchase Balance of your Account, which includes unpaid periodic Finance Charges on your Purchase Balance, and add any new Purchases, including any Balance Transfers that are treated as Purchases, and other debits charged to your Account that day, and subtract any payments and other credits applied to your Purchase Balance that day. Each day we also add any periodic Finance Charges on your Purchase Balance and other Finance Charges and fees (other than Transaction Fees for Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the Purchase Daily Balance of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.
- B. The Cash Advance Balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance Daily Balance, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, including any Balance Transfers that are treated as Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract payments and other credits applied to your Cash Advance Balance that day. This gives us the Cash Advance Daily Balance of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

7. **WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE.** Insert 7C: With Cash Advances, One-Cycle Purchases and Cash Advances begin to accrue periodic Finance Charges from the date of the transaction (or, at our option, from the date they are posted to your Account) and continue to accrue Finance Charges until the charge is paid in full. However, you can avoid periodic Finance Charges on new Purchases if for each billing period you pay your New Balance, including any Cash Advance balance and any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period. There is no period within which you can avoid periodic Finance Charges on Cash Advances or Transaction Fees for Cash Advances.

#### 8. PAYMENTS.

- A. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. If you have a balance subject to Finance Charges, earlier payment may reduce the amount of Finance Charges you will pay. Your Minimum Payment will be the greater of (i) \$15, (ii) 3% of your New Balance, or (iii) the sum of the Finance Charges, the Late Payment Fee, the Over Limit Fee imposed during the current billing period, and 1% of your New Balance. The Minimum Payment will be rounded up to the next whole dollar. However, the Minimum Payment is the New Balance if the New Balance is less than \$15.
- B. All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on the Statement, not the Payment Address.
- C. All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. on any business day, or on any day other than a business day, will be credited on the next business day. **Credit to your Account may be delayed up to**

five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your Statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. If this Credit Card program allows in-store payments, you agree that any payments on your Account delivered to a Retailer/Merchant/Dealer store are handled by Retailer/Merchant/Dealer as a convenience for you and are not received or accepted by us until physically delivered to us. Although we post your payments in the manner described above, we may delay restoring your available Credit Limit in the amount of your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

- D. We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account or reduced savings attributable to any reduced APR promotion, depending on the types of transactions and promotions on your Account, and the timing and amount of your payments. For example, from time to time we may offer reduced APR promotions ("World Wide Promotions") that apply anywhere you use your Account. If you have a balance that has a higher APR than any World Wide Promotion balance, our allocation of payments may reduce the benefit of the World Wide Promotion. If you have any questions about the allocation of your payment, please call the customer service phone number located on your Statement.
- E. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your check or item will not be returned to you by us or your bank.
9. **FEES.** You agree to pay the following fees.
- A. A Late Payment Fee, if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your Account balance on the date the Late Payment Fee is applied to your Account. The Late Payment Fee will be \$29 - \$29.99 for a balance of \$249.99 or less and \$39 - \$39.99 for a balance of \$250.00 or more.
- B. A Returned Check Fee of \$39 - \$39.99 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.
- C. An Over Limit Fee of \$39 - \$39.99 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.
- D. A Transaction Fee for each Cash Advance that posts to your Account, including any Balance Transfer treated as a Cash Advance. This fee will be a **FINANCE CHARGE** equal to 4% of the amount of the Cash Advance, with a minimum of \$10. For Automated Teller Machine ("ATM") Cash Advances, the amount of the Cash Advance may include a surcharge that the ATM owner imposes.
- E. A Returned Loan Check Fee of \$30 in the event any Convenience Check on your Account is not honored by us because (i) the portion of your Credit Limit available for Convenience Checks is insufficient to cover the amount of the Convenience Check, (ii) you have filed a petition in bankruptcy, (iii) the Convenience Check has expired, or (iv) your Account has been closed.
- F. A Stop Payment Fee of \$30 if we stop payment on any Convenience Check at your request. You may request that we stop payment on a Convenience Check (only before it is negotiated) by notifying us in writing at P.O. Box 981473, El Paso, TX 79998-1473, Attn: Payment Processing or by calling us at the telephone number on your Statement. If you call and order a stop payment, we must receive written confirmation of the stop payment order from you within fourteen (14) days of the call or the stop payment order will expire. The written stop payment order must include the Convenience Check number, payee, amount and date of the Convenience Check on which payment is to be stopped. A written stop payment order will expire six (6) months after we receive it unless the stop payment order is renewed in writing.
- G. A Transaction Fee for each Balance Transfer treated as a Purchase that posts to your Account. This fee will be a **FINANCE CHARGE** equal to 4% of the amount of the Balance Transfer, with a minimum of \$10.
10. **TRANSACTION MADE IN FOREIGN CURRENCY.** If you make a transaction with your Card in a currency other than U.S. dollars, MasterCard will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that MasterCard currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that MasterCard typically uses is either a government mandated rate, or a wholesale rate provided to MasterCard. The currency conversion rate that MasterCard uses for a particular transaction is the rate MasterCard uses for the applicable currency when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency. We charge a fee for each transaction that you make in a foreign currency. This fee will be a **FINANCE CHARGE** equal to 3% of the dollar amount of the foreign transaction.

**CREDIT CARD AGREEMENT FOR BOTH THE  
BRANDSMART U.S.A. CREDIT CARD AND  
THE BRANDSMART U.S.A. PLATINUM REWARDS MASTERCARD:**

11. **SPECIAL PAYMENT PLANS.** From time to time, you may be offered special promotional terms which modify the terms of this Agreement with respect to certain Purchases or Cash Advances on your Account ("Special Payment Plans"). A promotional fee may be charged as part of a Special Payment Plan; this promotional fee will be a Finance Charge. Any other fees, credit insurance premiums, debt cancellation fees and the portion of any minimum periodic Finance Charge that exceeds the calculated periodic Finance Charge will be included in the non-Special Payment Plan balance, not any Special Payment Plan balance, of your Account, or as otherwise described in your Special Payment Plan. Also, credit insurance premiums and debt cancellation fees will be deferred during the promotional period for any Special Payment Plans involving delayed payments. The provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided in this Agreement or under the Special Payment Plan offering. We may, without prior notice, terminate your participation in any Special Payment Plan if you are in default under this Agreement. Default includes, but is not limited to, any payment delinquency whether or not such delinquency relates to a Special Payment Plan. In the event of termination of your participation in any Special Payment Plan: (i) each remaining balance will not be treated as a Special Payment Plan transaction and will be subject to the standard provisions applicable to such transaction; and (ii) Finance Charges accrued on the Special Payment Plan balance from the date of purchase, if any, may be added to your balance.

12. **TERMINATION/CHANGE IN TERMS.** You may terminate your Account at any time by providing us written notice. We may, at any time and subject to applicable law, change, add or delete provisions of this Agreement ("Terms Change") or terminate your Account. Unless prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account. We will send to you notice of any Terms Change as required by applicable law. Upon any termination of your Account, you remain obligated to repay the balance of your Account and this Agreement will continue to apply until you do so.

**13. DEFAULT.** Subject to the limitations of applicable law, we may declare you in default if you: (i) fail to make at least the Minimum Payment when due; (ii) violate any other term of this Agreement; or (iii) become the subject of a bankruptcy or insolvency proceeding; or (iv) supply us with misleading, false, incomplete or incorrect information. After your default or your death, and subject to the limitations of applicable law, we may: (i) reduce your Cash Limit and/or your Credit Limit; (ii) terminate your Account; (iii) require immediate payment of your entire Account balance; (iv) terminate any Special Payment Plan and convert any balance on such Plan to the standard terms and conditions of the Account; (v) bring an action to collect all amounts owed; and/or (vi) take any action allowed by law. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, you will pay, to the extent permitted by applicable law, our collection costs, including court costs and reasonable attorneys' fees.

**14. LIABILITY FOR UNAUTHORIZED USE.** The Card is issued to you by us at your request and you agree to destroy it, and any Convenience Checks issued upon your Account, upon demand. You may be liable for the unauthorized use of the Card or Convenience Checks. You agree to safeguard your Card and Convenience Checks, and to promptly notify us if your Card or Convenience Checks are lost or stolen or of possible unauthorized use of your Card or Convenience Checks by writing to P.O. Box 981439, El Paso, TX 79998-1439 or by calling us at 1-866-396-8254. You will not be liable for unauthorized use of your Card or Convenience Checks that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use of your Card will not exceed \$50. If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card, or Convenience Checks, and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-866-396-8254.

**15. CREDIT REPORTS AND ACCOUNT INFORMATION.** You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any updates, renewals or extensions of credit or reviewing or collecting your Account. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. **If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 981439, El Paso, TX 79998-1439. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of this Agreement.**

**16. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT/CONSENT TO COMMUNICATIONS.** You authorize and direct us to furnish information about you and your Account to Retailers/Merchants/Dealers that accept this Credit Card (and their affiliates and program sponsors) for use in connection with this Credit Card program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions. In addition, you agree to the use of information about you and your Account described in the Privacy Policy. The Privacy Policy is a part of this Agreement and is enclosed or attached hereto. You agree that we and any other owner or servicer of your account may contact you using any information or cell phone numbers you provide (whether previously or in the future). In addition, you expressly agree that we may contact you about your account using any automated telephone dialing system and/or artificial or prerecorded voice message even if you are charged for the call under your phone plan. You may limit this consent based on the options we may provide to you by calling customer service. Any charges for contacting you which may be billed to you by your communications carrier are your responsibility.

**17. TELEPHONE MONITORING.** To ensure that you receive accurate and courteous customer service, on occasion, your call may be monitored by our employees or agents and you agree to any such monitoring.

**18. JOINT ACCOUNTS.** If this is a joint account, each of you will be jointly and individually responsible for your obligations under this Agreement; notice to one of you will be considered to be notice to both of you; and we can rely on instructions from one of you, even if we receive inconsistent instructions from the other person.

**19. WAIVER.** We may, in our sole discretion, choose to not exercise any right under this Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. Except as we may agree in a signed writing, we will not waive any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement.

**20. CHANGE OF ADDRESS.** You will notify us promptly if you change your address. We may send Statements and other notices to your address in our records until we have a reasonable opportunity to update our records with any new address for you.

**21. ARBITRATION PROVISION.** Please read this arbitration provision carefully. **IT PROVIDES THAT ANY PAST, PRESENT OR FUTURE LEGAL DISPUTE OR CLAIM OF ANY KIND, INCLUDING STATUTORY AND COMMON LAW CLAIMS AND CLAIMS FOR EQUITABLE RELIEF, THAT RELATES IN ANY WAY TO YOUR ACCOUNT, CARD OR YOUR RELATIONSHIP WITH US ("CLAIM") WILL BE RESOLVED BY BINDING ARBITRATION IF EITHER YOU OR WE ELECT TO ARBITRATE.**

**Right to Reject Arbitration:** You may reject this arbitration provision, in which event neither you nor We will have the right to require arbitration. Rejection will not affect any other aspect of these terms. To reject the arbitration provision, you must send us a notice within 60 days after you open your account. The notice must include your name, address, and account number and be mailed to P.O. Box 981439, El Paso, TX 79998-1439. This is the only method you can use to reject the arbitration provision.

As used in this provision: "We," "Us," and "Our" mean (1) GE Money Bank and all of its respective parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors (collectively, the "Bank"), and (2) Retailer/Merchant/Dealer and all of its respective parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

This arbitration provision covers all Claims, except that We will not elect to arbitrate an individual Claim brought by you in small claims court or its equivalent, unless that Claim is transferred, removed, or appealed to a different court. This provision replaces any existing arbitration provision between you and Us.

With respect to any arbitration:

- Notice: If you or We elect to arbitrate, the other party must be notified. Your notice must be sent to GE Money, Legal Operation, 950 Forrer Blvd., Kettering, OH 45420. Notice can be given after a lawsuit has been filed, in which case it can be made in papers in the lawsuit.
- Administrator: The person who starts the arbitration proceeding must choose an administrator, which can be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.arb-forum.com](http://www.arb-forum.com), (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879. The actual arbitrator will be selected under the administrator's rules, and must be a lawyer with at least ten years of experience.
- Applicable Law: These terms involve interstate commerce and this arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§1 *et seq.* (the "FAA"). Utah law shall apply to the extent state law is relevant under Section 2 of the FAA in determining the validity of this provision. The arbitrator has to follow: (1) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court, (2) this arbitration provision, and (3) the administrator's rules. The arbitrator is authorized to award remedies that would apply if the individual action were in a court (including, without limitation, punitive damages, which shall be governed by the constitutional standards employed by the U.S. Supreme Court). The arbitrator has no authority to conduct an arbitration on a class action basis or to make an award to, on behalf of, or against, any person who is not a named party to the arbitration.

- Location/Fees: The arbitration will take place in a location reasonably convenient to you. If you ask Us, We will pay all filing, administrative, hearing and/or other fees the administrator or arbitrator charges up to \$2,500. If the cost is higher, you can ask Us to pay more and We will consider your request in good faith. Under all circumstances We will pay all amounts We are required to pay under applicable law.
- Judgment/Appeals. Any court having jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except for: (1) any appeal right under the FAA; and (2) any party may appeal decisions relating to Claims of more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider all over again any aspect of the appealed award. If you appeal, We will consider in good faith a request that We pay any additional fees of the administrator or arbitrator.

**IMPORTANT LIMITATIONS AND RESTRICTIONS: IF A CLAIM GOES TO ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) HAVE A COURT OR A JURY DECIDE THE CLAIM; (2) ENGAGE IN DISCOVERY (I.E., THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (3) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER; (4) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) JOIN OR CONSOLIDATE CLAIMS(S) WITH CLAIMS OF ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF PARTS 3, 4 AND 5 OF THIS PARAGRAPH. IF A COURT SHOULD HOLD SUCH PART(S) TO BE INVALID, THEN THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID. HOWEVER, THIS WILL NOT LIMIT THE RIGHT TO APPEAL SUCH HOLDING. IF A COURT SHOULD HOLD ANY OTHER PART(S) OF THIS ARBITRATION PROVISION TO BE INVALID, THE REMAINING PARTS SHALL BE ENFORCEABLE. IN NO EVENT SHALL THE INVALIDATION OF ANY PART OF THIS ARBITRATION PROVISION HAVE THE EFFECT OF AUTHORIZING AN ARBITRATOR TO MAKE AN AWARD TO, ON BEHALF OF, OR AGAINST, ANY PERSON WHO IS NOT A NAMED PARTY TO THE ARBITRATION.**

This arbitration provision will survive the termination of your Account and the Card and will remain in force no matter what happens to you or your Account. In case of any conflict or inconsistency, this Agreement controls over any rules and procedures of the arbitration administrator.

**22. GOVERNING LAW.** Except as provided in the arbitration provision, this Agreement and your Account and any claim, dispute or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with federal law, and to the extent that state law applies, the laws of the State of Utah (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Utah. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in Utah.

**23. ASSIGNMENT.** We may sell, assign or transfer any of our rights or obligations under this Agreement or your Account, including our rights to payments, without prior notice to you. You may not sell, assign or transfer any of your rights or obligations under this Agreement or your Account.

**24. SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable.

**25. ENTIRE AGREEMENT.** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement. It is not the intention of the parties that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by applicable law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

#### FEDERAL AND STATE NOTICES

**NEW JERSEY RESIDENTS:** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Your signature on the application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated by reference.



Mark D. Hayes  
Vice President, Marketing  
GE Money Bank  
4246 South Riverboat Rd., Suite 200  
Salt Lake City, UT 84123-2551

**Notice:** The following is important information regarding your right to dispute billing errors.

#### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your Statement under billing inquiries. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

#### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

#### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

### **PRIVACY POLICY**

This Privacy Policy describes our information collection and sharing practices. Please read it carefully and retain with your records for this Account. This Policy applies only to current and former customers and applicants in their relationships with us relating to this consumer credit Account of GE Money Bank ("GEMB," "we," "us" or "our").

**Information We Collect** – We collect personally identifiable information about you (such as your address, phone number, social security number, mother's maiden name and transaction information about items purchased, payments and payment method), for identification, account management, servicing and marketing purposes. We obtain information about you directly from you (such as on application forms), through your use of our products and services, and in some cases, from third parties (such as credit bureaus and demographic firms). Occasionally, we may also collect information about you online using "cookies" (small pieces of data stored by your Internet browser on your computer) or other technology that may be used to remember passwords for you, to track your website usage with us, and to provide you with customized content, among other things.

**Information We Share with Others** – We may use and share all of the information we collect, subject to applicable law, with the following (these examples are not intended to be all-inclusive):

- **The Retailer/Merchant/Dealer associated with this credit program and its affiliates and program sponsors** (as applicable), for use in connection with this consumer credit program and as otherwise permitted by law. They may use this information to update their records, to provide you with notices of special promotions and other tailored offerings, to answer questions about this Account and perform other credit program functions or for other purposes permitted by law. They may use their affiliates, licensees, sponsors or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers and program sponsors** (including our affiliates), to assist us in servicing Accounts, like preparing billing statements and promotional materials, and responding to customer inquiries. We also may use marketing firms, such as modeling companies, to assist us in our own marketing efforts.
- **Financial Institutions with whom we jointly offer financial products**, such as loan products or credit insurance. If your billing address is in Vermont, this information will be limited to your name and contact information, and transaction and experience information on this Account.
- **GEMB's affiliates, who are other companies in the General Electric Company corporate family** ("GEMB Affiliates") for servicing or marketing purposes, subject to your right to opt out of sharing of credit eligibility information, such as certain information from credit bureaus and your application, as provided in the *It's Your Choice* section below. Subject to your right to opt out, GEMB Affiliates also may use information from us concerning your credit eligibility, and your transactions and experience with us, to send you marketing solicitations about products and services.
- **Third Parties, who are interested in offering special products or services to you**, subject to your right to opt out as provided in the *It's Your Choice* section below. For example, we disclose information, either directly or through the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) to financial services providers offering products such as insurance, mortgages or loans, and non-financial companies offering consumer products and services. We may disclose name, address and telephone numbers, as well as Account purchase and performance history.
- **Others:** We report Account information, such as credit limit, balances and payment information, to credit bureaus. In addition, we may buy and sell assets, lines of business and/or Accounts. When this occurs, customer information generally is disclosed to bidders and is one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

**It's Your Choice** – You have the right to opt out of our sharing of information with certain third parties, as described below. To opt out please call us toll-free at 1-877-905-2097, or write to us at P.O. Box 981439, El Paso, TX 79998-1439. If you have previously informed us of your preference, you do not need to do so again.

If you opt out, you will be directing us as follows:

Do not share information about me with companies other than with GEMB Affiliates, and with the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) for use in connection with this credit program and as otherwise permitted by law. Do not share with GEMB Affiliates information used to determine my eligibility for credit. Do not allow GEMB Affiliates to solicit me for products and services based on transaction, experience or credit eligibility information they receive from GEMB.

***Important Notes About Your Choice***

- Please understand that, even if you opt out as described above, we will continue to share information with the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) associated with this Account, joint marketing partners and service providers as described in this policy, and as otherwise permitted by law. And we will continue to share information that identifies you, and about your transactions and experiences with us, with GEMB Affiliates.
- If you have a joint account, a request by one party will apply to all parties on the Account.
- We will process your request promptly. However, it may take us several weeks to ensure that all records are updated with your preference. In the interim, you may continue to be included in programs as described above. Also, after your request is processed, you may still be contacted by GEMB Affiliates and/or other companies based on their own information.
- Even if you opt out, we will continue to provide you with billing inserts and mail notices of special offers and new benefits.
- Vermont Residents: If (and while) your billing address is in Vermont, we will treat your Account as if you had exercised the opt-out choice described above and you do not need to contact us in order to opt out. If you move away from Vermont and you wish to restrict us from sharing information about you as provided in this Policy, you must then contact us to exercise the opt-out choice described above.

**Our Security Procedures** – We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard nonpublic personal information about you. We limit access to personal and Account information to those employees and agents who assist us in providing products and services to you. We also require third parties to whom we disclose nonpublic personal information to adhere to this Privacy Policy and to establish information security procedures.

**Your Access to Information** – We provide you access to information about your Account by sending you monthly billing statements outlining your transactions, finance charges, and other Account information, and by providing customer service representatives to answer your questions.

**How This Policy Applies to You** – The examples contained in this Privacy Policy are illustrations only, and are not intended to be all-inclusive. If you decide to close your Account, or become an inactive customer, or if we close or suspend your Account, we will continue to adhere to the privacy policies and practices described in this notice to the extent we retain information about you. We may amend this Privacy Policy at any time, and we will inform you of changes as required by law. You may have other privacy protections under state laws and we will comply with applicable state laws when we disclose information about you. This Privacy Policy applies only to this consumer credit Account with GE Money Bank and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices.

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