

**GE MONEY BANK
LOWE'S CREDIT CARD PRICING INFORMATION**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	22.99% The daily rate for purchases is .06299%.
Penalty Rate for Purchases	26.99% The daily penalty rate for purchases is .07395%. This APR may be applied to your Account if you make a late payment. How Long Will the Penalty APR Apply? If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive payments when due.
How to Avoid Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

Fees	
Penalty Fees	
Late Payment	\$0 if new balance is less than \$15 \$10 if new balance is \$15 to \$49.99 \$20 if new balance is \$50 to \$99.99 \$30 if new balance is \$100 to \$499.99 \$39 if new balance is \$500 or more

How We Will Calculate Your Balance: We use a method called “daily balance”.

During billing cycles in which interest is charged, for each balance type on your account we figure the interest charge on your account by applying the daily rate to the “daily balance” of your account for each day in the billing cycle. A separate daily balance will be calculated for the following balance types: purchases and other balances that are subject to different interest rates, plans or special promotions.

To calculate the daily interest charge, we do the following steps each day for each balance type:

- First, we determine the “daily balance”. To determine the daily balance, we take the beginning balance each day, add any new charges and fees posted that day, and subtract any payments and credits posted that day. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance subject to an interest charge. Late payment fees are treated as new purchases.
- Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by each daily balance on your account.
- Third, we add the interest amount to the daily balance, and the sum will become the beginning balance for the following day.

Your interest charge for the billing cycle is the sum of the interest amounts that were charged each day during the billing cycle for each balance type.

LOWE'S CREDIT CARD ACCOUNT AGREEMENT

1. CONTRACT. This Agreement (“Agreement”) is a contract for the extension of credit. It controls your Lowe’s credit card account. This Agreement includes this document and the following documents:

- The application or any other document you submitted to us in connection with the account; and
- The privacy policy that is enclosed with or attached to this document.

By opening or using your account, you agree to the terms of this Agreement. This Agreement starts when (i) you give us an account application we approve or (ii) you use your account or let someone else use it, whichever occurs first.

2. PARTIES. The parties to this Agreement are you and GE Money Bank. GE Money Bank is located at 170 Election Drive, Suite 125, Draper, Utah 84020. GE Money Bank sometimes is called “us”, “we” or “our” in this Agreement.

3. PROMISE TO PAY. You promise to pay us for all credit that we extend on your account, including credit extended when you let another person use your account. You also promise to pay us for all other amounts owed to us under this Agreement.

4. CHANGING TERMS. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of this Agreement, including the interest rates, fees and charges.

5. GOVERNING LAW. Except as provided in the **Dispute and Claim Resolution (Including Arbitration)** provision, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

6. CREDIT CARD. We have issued or will send you a Lowe's credit card for your use. You are not permitted to allow anyone else to use your credit card, but if you do, you will be responsible for such use. You will destroy all the credit card(s) issued on your account if we ask you to do so.

7. AUTHORIZED USER/JOINT ACCOUNT. If you ask us to send a credit card to another person that you want to let use your account, you will be responsible for all transactions made by that person. That person will be considered an authorized user. If another person is approved on the account, that person will be considered a joint accountholder. Each joint accountholder may use the account and agrees to the terms of this Agreement. No matter which joint accountholder uses the account, each of you must pay back the full amount owed on the account. We may treat each of you as one accountholder. For example, giving notice to one of you is considered the same as giving notice to both of you. Also, we may follow the instructions that we get from one of you even if they differ from instructions given by the other accountholder.

8. USING YOUR ACCOUNT. You may use your account only as stated in this Agreement. You may use your account to make purchases of goods or services from Lowe's locations including on www.lowes.com. You may use your account only for lawful personal, family or household purposes.

9. CREDIT LIMITS.

A. Assigning Limits. We will assign a credit limit on your account. This is the highest amount of total credit we will extend to you on your account. We may increase or decrease this limit at any time.

B. Exceeding your Credit Limit. We may refuse to authorize you to use your account if that use (including any fees associated with that use) will cause the total you will owe on your account to be more than your credit limit. If we approve a purchase that causes the total you will owe on your account to be more than your credit limit, we do not give up any of our rights under this Agreement and we do not treat it as an increase in your credit limit.

C. Limiting Purchases. We reserve the right to not approve purchases on your account. To prevent fraud, we may also limit the number or dollar amount of purchases you can make in a particular amount of time.

10. INTEREST. This section explains (i) the interest rates that will apply to your account, (ii) when interest will be charged on your account, and (iii) how the amount of interest is calculated.

A. Rates. The following rates apply to purchases. The Annual Percentage Rates (APRs) applicable to your account are shown in the table above and will also be shown on your billing statement.

We calculate interest on the balance of your account each day. We use a daily rate to calculate the interest each day. The daily rate is equal to the APR divided by 365.

1. Purchase Rate. The daily purchase rate is **.06299% (APR 22.99%)**.

2. Penalty Rate. The penalty rate may apply if you do not make your minimum payment by the payment due date and will continue to apply as provided in this section. As required by law, we will provide you with advance notice if we are going to apply the penalty rate to your account and we will tell you when the penalty rate will apply.

a. What is the Penalty Rate? The daily penalty rate is **.07395% (APR 26.99%)**.

b. How Long Will the Penalty Rate Apply? If you are not more than 60 days late on a payment, the penalty rate will apply to transactions made on your account after a date specified in the advance notice. Once in effect, if you then make all required payments by the payment due date for six consecutive billing periods, your rate will return to the standard APR; otherwise, the penalty rate will apply indefinitely.

If you are or become more than 60 days late on a payment, the penalty rate will apply to all balances and new transactions on your account. Once in effect, if you then make all required minimum payments by the payment due date for six consecutive billing periods, your rate will return to the standard APR. If you do not make consecutive minimum payments, we may apply the penalty rate to all balances on your account indefinitely.

3. Special Promotional Financing Offer Information. At times, we may offer you special financing promotions when you use your account for certain transactions ("special promotions"). The provisions of this Agreement apply to any special promotion, unless otherwise provided under the terms of the special promotion. Below is a description of certain special promotions that may be offered.

• No Interest if Paid in Full Within 6 Months	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made.
• No Interest if Paid in Full Within 12 Months	
• No Interest if Paid in Full Within 18 Months	
At the time your account is opened, this is an APR of 22.99% .	

All of these promotions work as follows: When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional period: (1) the promotional purchase amount, and (2) any related optional credit insurance/debt cancellation charges. If you do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. We may terminate your participation in any special promotion and/or apply the penalty rate to your account balances (including special promotion balances) if you become more than 60 days late on any payment due on your account. If we terminate your participation in any special promotion, each special promotion balance will no longer be subject to the terms of the special promotion. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

B. When We Charge Interest. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full, except as set forth below:

- We will not charge you interest during a billing cycle on any purchases if (i) you had no balance at the beginning of the billing cycle, or (ii) you had such a balance, you paid that balance in full by the due date in that billing cycle.
- We will not charge you interest during a billing cycle on the amount of any payment you make by the due date that we allocate to purchases if (i) you had no balance at the beginning of the previous billing cycle, or (ii) you had such a balance, you paid that balance in full by the due date in the previous billing cycle.

C. How We Calculate Interest. During billing cycles in which interest is charged, for each balance type on your account we figure the interest charge on your account by applying the daily rate to the “daily balance” of your account for each day in the billing cycle. A separate daily balance will be calculated for the following balance types: purchases and other balances that are subject to different interest rates, plans or special promotions.

To calculate the daily interest charge, we do the following steps each day for each balance type:

- First, we determine the “daily balance”. To determine the daily balance, we take the beginning balance each day, add any new charges and fees posted that day, and subtract any payments and credits posted that day. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance subject to an interest charge. Late payment fees are treated as new purchases.
- Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by each daily balance on your account.
- Third, we add the interest amount to the daily balance, and the sum will become the beginning balance for the following day.

Your interest charge for the billing cycle is the sum of the interest amounts that were charged each day during the billing cycle for each balance type. We charge a minimum of **\$1.00** of interest in any billing cycle in which you owe interest and this charge is added proportionately to each balance type.

11. FEES. We charge the following fees. The table at the beginning of this Agreement shows the amount of each fee.

A. Penalty Fees. A **Late Payment Fee** if we do not receive at least the total minimum payment due on your account by 5:00 p.m. (ET) on the due date. The amount of the Late Payment Fee will be based on your new balance at the time your delinquent total minimum payment was calculated.

12. PAYMENTS.

A. Required Payment and Crediting of Payment. Each billing cycle you must pay at least the total minimum payment by 5:00 p.m. (ET) on the payment due date. You may at any time pay more than the total minimum payment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. Any payments received after 5:00 p.m. (ET) will be credited as of the next day. We may delay making credit available on your account in the amount of your payment.

B. Minimum Payment. Your total minimum payment will be calculated as shown below. We round up to the next highest whole dollar in figuring your total minimum payment. In addition, if your new balance on your billing statement is less than \$15.00, then your total minimum payment will be equal to the new balance. Your total minimum payment will be:

1. The sum of the following:

(a) The greater of i. or ii. below:

(i) \$15.00; or

(ii) either (a) 1/34th of the new balance shown on your billing statement, or (b) if you have triggered the Penalty Rate, 1/30th of the new balance shown on your billing statement, during the period beginning with the second billing cycle after the Penalty Rate could first apply to new transactions on your account and ending with the second billing cycle after the Penalty Rate no longer applies to your account; PLUS

(b) Any past due amounts; PLUS

(c) Any payment due in connection with a specific promotional purchase with a unique minimum payment calculation; PLUS

(d) The monthly charges for any optional credit insurance or debt cancellation product you have elected to purchase for your account.

OR

2. If you are charged a late payment fee during a billing cycle, for the next four months, we will make the following calculation each month as long as you make at least the total minimum payment each month as shown in section 1 above. We will calculate if the total of your payments is at least equal to the sum of the following: (A) the interest billed on your statement each month, plus (B) 1% of the new balance shown on your billing statement each month, plus (C) the late payment fee that was assessed in the billing cycle before the four month period. If for the four month period the sum of your payments is not at least equal to the sum of A, B and C, then your total minimum payment for future billing cycles will be the greater of either:

(a) the minimum payment calculation shown in (1) above; or

(b) the sum of:

(i) 1% of the new balance shown on your billing statement plus interest and late payment fees charged to your account in the current billing cycle; PLUS

(ii) Any past due amounts; PLUS

(iii) Any payment due in connection with a specific promotional purchase with a unique minimum payment calculation.

C. How to Make a Payment. To make a payment you must follow all the instructions below and the instructions on your billing statement. If you do not, credit of your payment to your account may be delayed up to five days.

1. Do the following: (a) make your payment in United States dollars by check, money order, or similar instrument from a bank located in the U.S; (b) send the payment coupon from your billing statement with your payment; (c) send the payment and payment coupon in the envelope provided with your billing statement to the payment address listed on your billing statement; and (d) send only one payment and one payment coupon in each envelope. Alternatively you may make your payment online at the website address shown on your billing statement, provided you make your payment in United States dollars from a bank located in the U.S.

2. Do not do the following: (a) staple, paper clip, tape or fold your payment or payment coupon; (b) include any other papers or items with your payment; or (c) send us cash.

D. Other Ways to Make a Payment. Lowe’s stores in the United States take payments that you make to them as a convenience to you. We may not credit those payments to your account until we receive them. We may allow you to make payments over the phone as an accommodation to you, but we may charge you a fee to do so.

E. Disputed Amounts. If you send us correspondence about a disputed amount, you must send it to the address for billing inquiries shown on your billing statement. You may not send it to the payment address shown on your billing statement. By “disputed amount”, we mean a payment of less than the full balance on your account that is labeled as “payment in full” or similar language, or is given to us as full satisfaction of a disputed amount, or is given to us with other conditions or limitations. We may accept these types of payments without giving up any of our rights.

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

G. Payment Allocation. We reserve the right to select the method by which the required minimum payment is allocated to different balances on your account. Some or all of the required minimum payment on your account will be applied to lower APR balances before higher APR balances. The payment allocation method that we use may result in higher interest on your account or reduced savings attributable to any special promotions. Any payment you make in excess of the required minimum payment will be allocated to balances with higher APRs before balances with lower APRs, unless applicable law requires or permits otherwise (such as when your account has a certain type of special promotion).

13. CANADIAN TRANSACTIONS. In addition to making purchases from Lowe's in the United States, your card can also be used to make purchases from any Lowe's store in Canada (each such purchase, a "Canadian Purchase"). In addition to all other provisions of this agreement, the following additional terms will apply to each Canadian Purchase.

A. If you make or return a Canadian Purchase in Canadian dollars, we will convert the transaction amount into U.S. dollars using our currency conversion procedure. Under the currency conversion procedure that we currently use, the Canadian dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the Canadian dollar currency by a currency conversion rate. The currency conversion rate that we currently use is a prevailing foreign exchange rate selected in our discretion. The currency conversion rate that we use for a particular transaction is the rate in effect when we do the conversion. This rate may differ from the rate in effect when the Canadian Purchase or return occurred or when it was posted to your account, and may be higher or lower than the rate you could have gotten if you had converted U.S. dollars into Canadian dollars.

B. Returns of Canadian Purchases will be subject to Lowe's return policies. Under the return policies currently in effect, a Canadian Purchase can only be returned at a Lowe's store in Canada and cannot be returned at a Lowe's store in the United States. In the event that a United States Lowe's store does permit the return or exchange of the Canadian Purchase, the Lowe's store will not issue a credit to your account for the Canadian Purchase amount. For example, the United States Lowe's store, in its discretion, may provide you with other merchandise, a gift card or cash in exchange for the Canadian Purchase. The Canadian Purchase amount will continue to be a part of your account balance, and you will remain responsible for paying the Canadian Purchase amount.

14. 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 interest 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.

15. UNAUTHORIZED USE. If you notice the loss or theft of your credit card or possible unauthorized use of your card, you should call us immediately at: 1-800-444-1408. You will not be liable for any unauthorized use on your account.

You agree that unauthorized use does not include use by a person to whom you have given your card or allowed use of your account. You will be responsible for all use by such a person.

16. YOUR CREDIT REPORTS AND ACCOUNT INFORMATION.

A. Using and Sharing Your Information. When you applied for an account you gave us information about yourself. You also agreed that we could ask others for information about your creditworthiness and that we could ask consumer reporting agencies for your consumer report. We use this information in considering your application. We also use this information for any updates, renewals or extensions of credit on your account. We use this information to review and collect your account. We use this information to provide you with offers. We may give information about you or your account to consumer reporting agencies and other proper parties. This information may include your performance under this Agreement.

B. Inaccurate Information. Tell us if you think we reported wrong information about you to a consumer reporting agency (also called a credit bureau). Write to us at P.O. Box 981400, El Paso, TX 79998-1400. In your written communication, tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send a copy of it with your written communication. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

17. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. We will give information about you and your account to Lowe's Companies, Inc. (and its affiliates) and you consent to this. Lowe's Companies, Inc. will use the information in connection with the account program. Lowe's Companies, Inc. will also use the information for things like creating and updating its records and offering you special benefits. We will use information about you and your account as set forth in the privacy policy that is attached to or enclosed with this document.

18. CHANGE OF ADDRESS/PHONE NUMBER. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address in our records until we are able to update our records with your new address.

19. CONSENT TO COMMUNICATIONS. You consent to us contacting you using all channels of communication and for all purposes (including collection purposes), using all contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you about your account, including using text messages, any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan. You are responsible for any charges for contacting you that may be billed to you by your communications carriers.

20. TELEPHONE MONITORING. For quality control purposes, you permit us to listen to or record telephone calls between you and us.

21. CLOSING YOUR ACCOUNT.

A. When You May Close Your Account. You may close your account at any time by writing or calling us and asking us to close your account. You must send this writing to the address shown on your billing statement or call us at the customer service number shown on your billing statement. We will close your account after we get your request.

B. When We May Close Your Account. Subject to the requirements and limitations of applicable law, we may close your account at any time and for any reason.

C. After You or We Close Your Account. If you or we close your account, you must stop using it. You will still have to pay us the full amount you owe on your account. This Agreement controls your account until you pay it in full.

22. DEFAULT. Subject to the requirements and limitations of applicable law, you are in default if you:

- Make a late payment;
- Do not follow any other term of this Agreement; or
- Become bankrupt or insolvent.

If you default or upon your death, we may, subject to the requirements and limitations of applicable law: (i) make the full amount owing on your account due right away; (ii) bring a legal action to collect all amounts owed; and/or (iii) take any action allowed by law. We may also reduce your credit limit or close your account at any time whether or not you are in default.

23. COLLECTION COSTS. If we ask an attorney to collect your account, we may charge you our collection costs. Collection costs may include court costs and reasonable attorneys' fees. We will charge these costs only if the attorney we ask to collect is not our salaried employee and the law allows us to do so.

24. DISPUTE AND CLAIM RESOLUTION (INCLUDING ARBITRATION) PROVISION.

General/Requirement to Arbitrate. PLEASE READ THIS PROVISION CAREFULLY. UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED. This Provision replaces any existing arbitration provision with us and will stay in force no matter what happens to your Account, including termination.

Upon demand, and except as otherwise provided below, you and we must arbitrate individually any dispute or claim between you, any joint cardholder and/or any additional cardholder, on the one hand; and us, our affiliates, agents and/or Lowe's, on the other hand, if the dispute or claim arises from or relates to your Account. However, we will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) any claim by us that only involves our effort to collect money you owe us. However, if you respond to a collection lawsuit by claiming that we engaged in any wrongdoing, we may require you to arbitrate.

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY CARDHOLDER WHO IS NOT A JOINT OR ADDITIONAL CARDHOLDER WITH YOU ON YOUR ACCOUNT (AN "UNRELATED CARDHOLDER"), AND YOU AGREE THAT NO UNRELATED CARDHOLDER MAY BRING ANY CLAIMS AGAINST US ON YOUR BEHALF. CLAIMS BY YOU AND BY AN UNRELATED CARDHOLDER MAY NOT BE JOINED IN A SINGLE ARBITRATION. Only a court may decide whether any part of this paragraph is enforceable. If it is finally determined that this paragraph is not fully enforceable, only this sentence of the Provision will remain in force and the remainder of the Provision will be null and void, provided that the court's determination concerning the enforceability of this paragraph shall be subject to appeal.

Starting an Arbitration. If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Money Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201, ATTN: ARBITRATION DEMAND and our notice must be sent to the most recent address for you in our files. The party seeking arbitration must select as the arbitration administrator either the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither the AAA nor JAMS is able or willing to handle the dispute, then the parties will resolve their dispute in court.

The arbitration administrator will appoint the arbitrator and tell the parties what to do next. The arbitrator must be a lawyer with at least ten years legal experience. In making decisions or awarding remedies, the arbitrator must apply the same law and legal principles that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Provision, this Provision will control.

Arbitration Location and Fees. The arbitration will take place at a location reasonably convenient to you. Upon your request, we will normally pay all the fees the administrator or arbitrator charges, if we believe you are acting in good faith. We will always pay these arbitration costs, as well as your legal fees and costs, to the extent required under applicable law or in order for this Provision to be enforced.

Governing Law. This Provision is governed by the Federal Arbitration Act (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 must follow: (1) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court; (2) this Provision; and (3) the administrator's rules. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

Rejecting this Provision. You may reject this Provision, in which case only a court may be used to resolve any dispute or claim. Rejection will not affect any other aspect of the card holder agreement. To reject, you must send us a notice within 60 days after you open your account or we first provide you with a right to reject this Provision. The notice must include your name, address, and account number and be mailed to GE Money Bank, P.O. Box 981429, El Paso, TX 79998-1429. This is the only way you can reject this Provision.

25. WAIVER. We may decide to give up any of our rights under this Agreement. This includes our right to impose the full amount of any charge. If we do, we do not give up any of our other rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation. Except as we may agree in a signed writing, we do not give up 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.

26. ASSIGNMENT. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account. This includes our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

27. SEVERABILITY. If any part of this Agreement is found to be void or unenforceable under applicable law, all other parts of this Agreement will still apply.

28. ENTIRE AGREEMENT. This Agreement, along with the other documents listed in section 1 above, are the entire Agreement between you and us relating to your account. These documents replace any other agreement relating to your account that you and we made earlier or at the same time. This Agreement may not be changed except as provided in this Agreement.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

GE Money Bank
P.O. Box 981401
El Paso, TX 79998-1401

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in *writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

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

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

GE Money Bank
P.O. Box 981401
El Paso, TX 79998-1401

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.