

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

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<p>During the Purchase Period for a Project Window, the APR for balances in that Project Window is 0.00% and the daily rate is 0.0%.</p> <p>After the Purchase Period for a Project Window ends, the APR for balances in that Project Window is 7.99% for Tier 1 Accounts or (ii) 9.99% for Tier 2 Accounts or (iii) 11.99% for Tier 3 Accounts or (iv) 13.99% for Tier 4 Accounts or (v) 17.99% for Tier 5 Accounts, and the daily rate is .02190% for Tier 1 Accounts or (ii) .02737% for Tier 2 Accounts or (iii) .03285% for Tier 3 Accounts or (iv) .03833% for Tier 4 Accounts or (v) .04929% for Tier 5 Accounts.</p> <p>Rates are determined when you open your account, based on your creditworthiness and other factors.</p>
<b>How to Avoid Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases for a Project Window if you pay the entire balance for that Project Window by the due date on the first statement following the six month period after the Project Window begins.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
Fees	
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	Up to <b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance".

During billing cycles in which interest is charged, we figure the interest charge on your account by applying the daily rate to the "daily balance" of each Project Window for each day in the billing cycle. A separate daily balance will be calculated for each Project Window.

To calculate the daily interest charge, we do the following steps each day for each Project Window:

- First, we determine the "daily balance" for the Project Window. To determine the daily balance, we take the beginning Project Window Balance each day, add any new charges applied to the Project Window Balance that day, and subtract any payments and credits applied to the Project Window Balance that day. This gives us the daily balance for the Project Window. Fees are not included in the daily balance.
- Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by the daily balance for the Project Window.
- Third, we add the interest amount to the daily balance, and the sum will become the beginning Project Window 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 Project Window.

## LOWE'S PROJECT CARD CREDIT CARD ACCOUNT AGREEMENT

**1. CONTRACT.** This Agreement ("Agreement") is a contract for the extension of credit. It controls your Lowe's Project 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 West Election Road, 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 Project 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 account holder. Each joint account holder may use the account and agrees to the terms of this Agreement. No matter which joint account holder uses the account, each of you must pay back the full amount owed on the account. We may treat each of you as one account holder. 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 account holder.

**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](http://www.lowes.com). The first purchase that you make during each Project Window (as defined below) must be in an amount of at least \$1,000. You may use your account only for lawful personal, family or household purposes.

**9. PROJECT WINDOW.** When you make your first purchase with your Lowe's Project Card (which must be in an amount of \$1,000 or more), a "Project Window" is established. Such initial purchase and all purchases made during the six-month period after the Project Window begins (the "Purchase Period") will be included in the Project Window. After the end of a Purchase Period, you can establish a new Project Window by making a new purchase of \$1,000 or more with your Lowe's Project Card. Only one Purchase Period may be open at any time. Each balance of your Account attributable to a particular Project Window shall be referred to as a "Project Window Balance." If your Account includes more than one Project Window Balance, the calculation of interest and the determination of payment amounts will be determined separately for each Project Window Balance.

### 10. CREDIT LIMITS.

**A. Assigning Credit 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.

**11. 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 separately for each Project Window Balance on 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.

#### Purchase Rates.

- During the Purchase Period for a Project Window, the daily rate for balances in that Project Window is **0.0% (APR 0.00%)**.
- After the Purchase Period for a Project Window ends:
  - For Tier 1: The daily rate for balances in that Project Window is **.02190% (APR 7.99%)**.
  - For Tier 2: The daily rate for balances in that Project Window is **.02737% (APR 9.99%)**.
  - For Tier 3: The daily rate for balances in that Project Window is **.03285% (APR 11.99%)**.
  - For Tier 4: The daily rate for balances in that Project Window is **.03833% (APR 13.99%)**.
  - For Tier 5: The daily rate for balances in that Project Window is **.04929% (APR 17.99%)**.

**B. When We Charge Interest.** We charge interest on your Project Window Balance from the first day of the first billing cycle after the Purchase Period ends until you pay the Project Window Balance in full, except as set forth below:

- After the Purchase Period for a Project Window ends, we will not charge you interest during a billing cycle on the Project Window Balance if the sum of your payments and credits on your account applied to such Project Window Balance by the due date in that billing cycle is at least equal to the Project Window Balance.

- We will credit, as of the beginning of the first billing cycle after the end of a Purchase Period for a Project Window, any payment you make by the due date in that billing cycle that we allocate to the Project Window Balance for that Project Window.

### **C. How We Calculate Interest.**

During billing cycles in which interest is charged, we figure the interest charge on your account by applying the daily rate to the “daily balance” of each Project Window for each day in the billing cycle. A separate daily balance will be calculated for each Project Window.

To calculate the daily interest charge, we do the following steps each day for each Project Window:

- First, we determine the “daily balance” for the Project Window. To determine the daily balance, we take the beginning Project Window Balance each day, add any new charges applied to the Project Window Balance that day, and subtract any payments and credits applied to the Project Window Balance that day. This gives us the daily balance for the Project Window. Fees are not included in the daily balance.
- Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by the daily balance for the Project Window.
- Third, we add the interest amount to the daily balance, and the sum will become the beginning Project Window 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 Project Window. We charge a minimum of \$1.00 of interest in any billing cycle in which you owe interest.

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

**Penalty Fees. A Late Payment Fee** if we do not receive at least the total minimum payment due on your account as shown on your billing statement by 5:00 p.m. (ET) on the due date. The amount of the late payment fee will be equal to: (1) \$25 if you have paid at least your total minimum payment due by the due date in each of the prior six billing cycles or (2) \$35 if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles. However, if the late payment fee would exceed the total minimum payment for which the late payment fee is assessed, the amount of the late payment fee will instead be equal to the amount of the total minimum payment that was due.

### **13. 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 the sum of the payment due for each Project Window Balance (each, a “Project Window Minimum Payment”). In addition, your total minimum payment will also include any past due amounts, insurance or debt cancellation premiums, if any, and any fees assessed during the prior billing cycle. During the Purchase Period for a Project Window, the Project Window Minimum Payment will be the greater of (i) \$35 or (ii) 1% of the Project Window Balance. After the Purchase Period for a Project Window ends, the Project Window Minimum Payment will be the greater of (i) \$35, or (ii) the amount of the fixed Project Window Minimum Payment calculated at the end of the Purchase Period, as follows. When your account is opened, you will be assigned a repayment period (the “Repayment Period”). At the end of each Purchase Period, a Project Window Minimum Payment will be calculated by adding to the Project Window Balance the estimated interest through the end of the Repayment Period, and dividing that number by the number of months in your Repayment Period. Only for purposes of this calculation, we will assume that all account payments are made on the payment due date each month. If a Project Window Balance is less than \$35, the Project Window Minimum Payment will be equal to the Project Window Balance. We may in our discretion increase your total minimum payment if, due to increases in your account balance, or for other reasons, an increase is needed to ensure that your account balance will be appropriately reduced each time you make a payment.

**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 payments and credits are allocated to your account as allowed by applicable law. Unless we notify you otherwise, or we make a change that is beneficial to you, if your account includes more than one Project Window Balance, your payment will be allocated in the following order:

**1. Past Due Amounts.** If more than one Project Window Balance has a past due amount and the payment is not sufficient to fully pay all such past due amounts, the payment will be applied on a pro rata basis to each past due amount based on the percentage of each past due amount to the total past due on the account.

**2. Then Late Payment Fees.**

**3. Then the Project Window Minimum Payment amounts.** If the payment is not sufficient to fully pay all Project Window Minimum Payments, the payment will be applied on a pro rata basis to each Project Window Minimum Payment based on the percentage of each Project Window Minimum Payment to the total of all Project Window Minimum Payments.

**4. Then all remaining balances.** The payment will be applied to all remaining Project Window Balances in the order of highest APR to lowest APR. If two or more Project Window Balances have the same APR and the payment is not sufficient to fully pay all such Project Window Balances, the payment will be applied on a pro rata basis to each such Project Window Balance based on the percentage of each such Project Window Balance to the total of all of the Project Window Balances with the same APR. Balances in Project Windows that are still within the Purchase Period will only be paid after all other balances on the account have been paid.

The payment allocation method that we use may result in higher interest on your account or reduced savings attributable to any special promotions.

**14. SPECIAL PROMOTIONS.** At times, we may offer you special promotions when you use your account for certain transactions. These special promotions will have some terms that are different from the terms in this Agreement. The provisions of this Agreement apply to any special promotion, unless otherwise provided under the terms of the special promotion. We may terminate your participation in any special promotion if you become more than 60 days late on any payment due on your account. If this happens, each special promotion balance will no longer be subject to the terms of the special promotion and will instead be subject to the terms of this Agreement. Please see any special promotion advertising (including in-store signs) or other disclosures provided to you for the full terms of any special promotion offered.

**15. 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 applicable Project Window Balance, and you will remain responsible for paying the Canadian Purchase amount.

**16. 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.

**17. 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: 1-800-291-9329. 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.

#### **18. 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.**

**19. 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.

**20. 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.

**21. 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.

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

#### **23. 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.

**24. 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.

**25. 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.

**26. 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 Companies, Inc. 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 by phone or 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 cardholder 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

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.