

Start Today! CareCredit®

With CareCredit . . .

- ✓ Get all the care needed now, take time to pay
- ✓ Low monthly payments
- ✓ Low Interest Extended Payment Plan available, for more time to pay
- ✓ No Interest options available* (Ask for more details)
(Minimum monthly payments required. Interest accrues from date of purchase)

*If you are approved as a CareCredit cardholder, you will pay no Finance Charges on the balance for promotional healthcare purchases if you pay at least the minimum monthly payment due on the promotional balance (and any other balance not exempt from monthly payments) each month when due and you pay the entire promotional amount by the promotional due date. If you do not make these payments when due, Finance Charges will be assessed on the promotional amount from the transaction date. The variable APR is 21.98% as of January 16, 2003. There is a \$1.00 minimum Finance Charge.

Step 1 Please follow these guidelines when completing your application:

Please have available two forms of ID that can be verified: one primary ID and one secondary ID or two primary IDs. Acceptable primary ID are State issued driver's license (preferred), government issued ID, State issued ID, Passport, Military ID or Government issued Green/Resident Alien card. Acceptable secondary ID are Visa, MasterCard, American Express, Discover), department store or an oil company credit card.

Please include all forms of income* from all full-and part-time jobs, bonuses, commissions, and investments.

You must be at least 18 years of age to apply.

* You need only include child support, alimony, or separate maintenance income if you wish this income to be considered in your application.

Step 2 Please complete the rest of the application on the reverse side →

ESTIMATED FEE \$		Office Merchant #			For assistance, call (800) 839-9078		
ID verified (initial):	Applicant 1st ID Type / Number # _____ <input type="checkbox"/> Driver's License <input type="checkbox"/> State Issued <input type="checkbox"/> Federal Government	Issuance State	Exp. Date	Applicant 2nd ID Type / Issuer	Exp. Date		
If faxing, complete: FAX#: 800-333-3196	Staff Name	Office Phone #			Office Fax #		
Provided by GE Card Services:	Account #	Key #			Approved Credit Limit		

APPLICANT INFORMATION

For WI residents, if you are applying for individual credit or joint credit with someone who is not your spouse, combine your and your spouse's financial information on the application form.

NAME (FIRST-MIDDLE-LAST) • PLEASE PRINT				DATE OF BIRTH		SOCIAL SECURITY NO.	
PRESENT ADDRESS				APT.#	CITY	STATE	ZIP
HOUSING INFORMATION <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> OTHER		NEAREST RELATIVE'S PHONE NO. () -		MONTHLY NET INCOME FROM ALL SOURCES * \$ _____		EMPLOYER PHONE NO. () -	

* Alimony, child support or separate maintenance income need not be disclosed unless relied upon for credit.

CO-APPLICANT INFORMATION (Complete only if Joint Credit – Co-Applicant will receive a "CareCredit" Credit Card)

NAME (FIRST-MIDDLE-LAST) • PLEASE PRINT				DATE OF BIRTH		SOCIAL SECURITY NO.	
PRESENT ADDRESS IF DIFFERENT FROM ABOVE				APT.#	CITY	STATE	ZIP
HOME PHONE NO. () -		MONTHLY NET INCOME FROM ALL SOURCES * \$ _____		EMPLOYER PHONE NO. () -			
CO-APPLICANT ID TYPE/NUMBER # _____ <input type="checkbox"/> Driver's License <input type="checkbox"/> State Issued <input type="checkbox"/> Federal Government				ISSUANCE STATE		EXP. DATE	

By signing this application, I ask that GE Capital Consumer Card Co. ("you") issue me a CareCredit credit card. I am providing this information to you, to CareCredit/LLC and to participating professionals that accept the CareCredit Credit Card. I also authorize and direct you to furnish information about me (including whether this application is approved or declined) and, if it is approved, information about my Account, to CareCredit/LLC, and to participating professionals that accept the CareCredit Credit Card (and their respective affiliates) for use in connection with the CareCredit Credit Card program, including to create and update their customer records for me, to assist them in better serving me, and to provide me with notices of special promotions, catalogs and tailored offerings. I affirm that the information I have submitted is complete and truthful and that my Account will be used only for personal, family and household purposes. I authorize you to make inquiries you consider necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating my application, and subsequently, for purposes of reviewing, maintaining or collecting my account. Upon my request, you will advise me of the name and address of each consumer reporting agency from which you obtained a report. I also understand that the CareCredit credit card agreement (the "Agreement") attached to this application will govern my Account, the terms of which are hereby incorporated by reference into and made a part of this application, and that these Terms INCLUDE AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT MY RIGHTS. My signature on this application represents my signature on the Agreement. I acknowledge that under the Agreement, I grant you a security interest in goods purchased on the Account, as permitted by law. I understand that there is no agreement between us until you approve my application, and that if approved, our Agreement will be deemed to have been made in Ohio. I understand that I may apply for my own Account regardless of my marital status. After credit approval and subject to the governing credit agreement, each Applicant may use this Account and will each be liable for all credit extended under this Account to any Applicant or Authorized User.

Signature of Applicant X (Please Do Not Print) _____ Date _____	Signature of Co-Applicant (If Applicable) X (Please Do Not Print) _____ Date _____
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(Optional) - PROTECT YOUR ACCOUNT WITH CHARGEgard * Please read insurance disclosure on page 8 before signing.

By signing the enrollment form to elect insurance, I acknowledge that I have received and read the disclosures that are set forth above the Summary of Insurance Coverages.*

By electing optional ChargeGard insurance, I acknowledge that: I do not need to purchase this insurance to get credit and I can get similar coverage from any insurer I choose. ChargeGard includes credit life, disability, involuntary unemployment and leave of absence to the extent available in my state as described in the Summary of Insurance. I read and I meet the age and/or employment eligibility requirements shown in Summary. Monthly premium charges are based on the account balance and the rate shown. I will receive notice of any rate increase. I may cancel anytime. By signing below, you acknowledge that (1) CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST; (2) YOU MAY OBTAIN CREDIT INSURANCE FROM ANYONE YOU CHOOSE.

SIGN HERE _____	BIRTH DATE _____	DATE _____	YES, please enroll me in ChargeGard credit insurance.
SIGN HERE _____	DATE _____	NO, do not enroll me in ChargeGard credit insurance.	

**GE CAPITALCONSUMER CARD CO.
CREDIT CARD AGREEMENT
RETAIL INSTALMENT CREDIT AGREEMENT
Nonnegotiable Consumer Note**

1. GENERAL. This Agreement ("Agreement") governs the use of your CareCredit credit card account (your "Account"). Please read and keep this Agreement for your records. In this Agreement and in your billing statement ("Statement"), "we", "us", and "our" refer to GE Capital Consumer Card Co., 5300 Kings Island Drive, Mason, OH 45040, our assignees, or other holders of this Agreement or your Account. "You" and "your" refer to all persons who are approved by us to use the Account. "Card" refers to your CareCredit Credit Card. The effective date ("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 (in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase (as defined herein) on the Account). You may use your Card to make Purchases on credit from time to time under your Account, up to any credit limit we may establish for your Account (your "Credit Limit"). We reserve the right to decline to authorize any Purchase or to change your Credit Limit at any time. You agree to use your Account only for personal, family or household purposes.

2. PROMISE TO PAY. When you submit your Application for this Account, you agree to be bound by this Agreement. You promise to pay us for all credit that we extend on your Account for purchases (including mail, Internet, catalog and phone orders, if any) of goods or services ("Purchase(s)") and all other amounts owed to us under the terms of this Agreement. If your Account is a joint Account, (i) each of you is bound by this Agreement; (ii) each of you may use the Account, up to any Credit Limit; and (iii) each of you jointly and individually promises to pay us, and may be held liable for, all amounts owed to us on your Account.

3. FINANCE CHARGES:

A. STANDARD RATE - In all states, except PR, when your Account has a balance subject to Finance Charge (as described in paragraph 4 below), we will assess a Finance Charge calculated by applying a daily periodic rate ("Standard Rate") to that balance. Your Standard Rate and corresponding Annual Percentage Rate will vary. The Standard Rate rate will be equal to 1/365th of the total of (i) the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section ("prime rate") on the 15th day (or the next business day if the 15th is not a business day) of the calendar month ("Calculation Date") and (ii) 14.73% and will apply beginning with the first day of any billing period that begins after the "Calculation Date". However, the Standard Rate will in no event be less than .0602% (ANNUAL PERCENTAGE RATE 21.98%) or more than .0657% (ANNUAL PERCENTAGE RATE 23.98%). If the prime rate increases, the Standard Rate and corresponding Annual Percentage Rate may increase, and as a result the Finance Charge, the Minimum Payment and the number of payments may also increase. Any new Standard Rate will apply to your entire Account balance. As of January 16, 2003, the Standard Rate under the above formula was .0602% (ANNUAL PERCENTAGE RATE 21.98%) for billing periods beginning on or after such date.

In PR, when your Account has a balance subject to Finance Charge, we will assess a Finance Charge calculated by applying a monthly periodic rate to that balance. The monthly periodic rate is a fixed rate of 1.873%, and the corresponding ANNUAL PERCENTAGE RATE is a fixed rate of 22.48%.

The ANNUAL PERCENTAGE RATE may sometimes be referred to as "APR".

B. DELINQUENCY RATE - In all states except PR, a fixed daily periodic rate of .0678% and a fixed corresponding ANNUAL PERCENTAGE RATE of 24.75% will apply to the existing balance of your Account and to all new transactions as of the first day of the first billing period that begins after you have failed to make a Minimum Monthly Payment due on your Account within 30 days after its Payment Due Date. Once you become subject to this fixed periodic rate, if you bring your Account current by paying all past due amounts, any fees that may have been assessed and the current Minimum Monthly Payment, we will apply the variable rate calculated as described in Section 3A beginning in the next billing period.

C. MINIMUM FINANCE CHARGE - A minimum FINANCE CHARGE of one dollar (\$1) will be assessed for any billing period in which a Finance Charge is due, except in PR. No minimum FINANCE CHARGE will be assessed in PR.

4. BALANCE SUBJECT TO FINANCE CHARGE. We may assess a Finance Charge on your Account in each billing period. We figure the Finance Charge on your Account separately for non-promotional Purchases and for each

Special Payment Plan under which you make Purchases using one of the methods described below.

In all states except PR, we figure the Finance Charge using the "Two-Cycle Average Daily Balance (including new Purchases)" method. Under this method, the Finance Charge is the sum of the "Finance Charge on Current Billing Period Balances" and, under the circumstances described in Section 4.B, the "Finance Charge on Previous Billing Period Purchases".

A. Finance Charge on Current Billing Period Balances - A Finance Charge is assessed at the end of the current billing period if there is an outstanding balance in your Account at the beginning of the current billing period that is not paid in full by the Payment Due Date shown on the previous billing period's Statement (the "Finance Charge on Current Billing Period Balances"). To calculate this Finance Charge, we take the beginning balance in your Account each day in the current billing period (including billed but unpaid Finance Charges, fees and insurance premiums), add any new Purchases, fees, insurance premiums or other debits assessed that day, and subtract any payments or credits issued on that day. This gives us the "Current Billing Period Partial Daily Balance" for the day. We then multiply the Current Billing Period Partial Daily Balance for the day by the daily periodic rate to obtain the "Current Billing Period Daily Finance Charge" for the day and add it to the day's Current Billing Period Partial Daily Balance. Any Current Billing Period Daily Finance Charge of less than zero will be treated as zero. This gives us the day's closing balance, which will be the beginning balance in your Account for the following day. At the end of the current billing period, we add all the Current Billing Period Daily Finance Charges together to get the total Finance Charge on Current Billing Period Balances.

B. Finance Charge on Previous Billing Period Purchases - If (a) no Finance Charge was assessed at the end of the previous billing period on Purchases posted during that billing period and (b) a Finance Charge on Current Billing Period Balances is assessed at the end of the current billing period, we also will assess a Finance Charge at the end of the current billing period on Purchases posted to your Account during that previous billing period (your "Previous Billing Period Purchases"). To calculate the Finance Charge on Previous Billing Period Purchases, we take the beginning balance in your Account each day in the previous billing period (excluding billed but unpaid Finance Charges, fees and insurance premiums, and Purchases made and posted in any earlier billing period), add any new Purchases or other debits assessed on that day, and subtract any payments or credits issued that day. This gives us the "Previous Billing Period Partial Daily Balance" for the day. We then multiply the Previous Billing Period Partial Daily Balance for the day by the daily periodic rate to obtain the "Previous Billing Period Daily Finance Charge" for the day and add it to the day's Previous Billing Period Partial Daily Balance. Any Previous Billing Period Daily Finance Charge of less than zero will be treated as zero. This gives us the day's closing balance (the day's "Previous Billing Period Daily Balance"), which will be the beginning balance in your Account for the following day. At the end of the current billing period, we add all the Previous Billing Period Daily Finance Charges together to get the total Finance Charge on Previous Billing Period Purchases.

In PR, we figure the Finance Charge using the "Average Daily Balance (including new Purchases)" method. To get the Average Daily Balance, we take the beginning balance in your Account each day in the billing period (excluding billed but unpaid Finance Charges, fees and insurance premiums), add any new Purchases and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. Then we add all of the daily balances for the billing period together and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance." Finally, to get the Finance Charge, we multiply the Average Daily Balance by the monthly periodic rate.

5. WHEN FINANCE CHARGES BEGIN TO ACCRUE. In all states except PR, unless for each billing period you pay your New Balance, including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date, Purchases and other debits will incur a Finance Charge from the date of the transaction (or, at our option, from the date they are posted to your Account).

In PR, no Finance Charge will be assessed during a billing period if (a) there is no outstanding balance on your Account at the beginning of the billing period or (b) the sum of your payments and credits made during the billing period is at least equal to the outstanding balance on your Account, including any balance of Purchases made under any Special Payment Plan, at the beginning of that billing period. If either (a) or (b) applies, new Purchases will not incur a Finance Charge in the billing period when they are made or if the entire outstanding balance, including any balance of Purchases made under any Special Payment Plan, for

that billing period is paid by the Payment Due Date for that billing period. If neither (a) nor (b) above applies during a billing period, new Purchases and other debits will incur a Finance Charge from the date of the transaction or, at our option, from the date they are posted to your Account.

6. PAYMENTS. Unless otherwise provided for in a Special Payment Plan, when there is a New Balance shown on your Statement, you agree to pay at least the Minimum Payment called for on that Statement, in time for receipt by us by the Payment Due Date shown on the Statement. Your Minimum Payment will be the greater of: \$10.00 or 3% of the New Balance, rounded to the next lowest dollar. In addition, your Minimum Payment will also include any past due amounts. However, when the New Balance is less than \$10.00, you must pay us the New Balance.

You may at any time pay the entire balance in full or more than the Minimum Payment. All payments, except Disputed Payments (as defined below), 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 will be credited on the next business day. Credit to your Account may be delayed up to ten days if payment is (a) not received at the Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your Statement. Delayed crediting may cause you to incur a Late Payment Fee, additional Finance Charges or may cause your Account to be subject to the Delinquency Rate. Although we post your payments in the manner described above, in certain limited circumstances, your available Credit Limit may not be restored for up to ten days (or longer, in rare circumstances) after we receive 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.

Except as specified in paragraph 8 below with respect solely to the determination of the extent of our purchase money security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of Finance Charges on your Account.

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.

7. FEES:

- A. LATE PAYMENT FEE** - We may impose a Late Payment Fee of \$29 (\$15 in IA) if we do not receive your Minimum Payment by the Payment Due Date shown on your Statement. We do not impose a Late Payment Fee in PR.
- B. RETURNED CHECK FEE** - We may impose a Returned Check Fee of \$29 (\$20 in IA) (\$10 in PR) 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 presentation, even if the check, instrument or electronic authorization is later honored.
- C. OVER LIMIT FEE** - Except in IA and PR, we may assess an Over Limit Fee of \$29 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 even if you exceed your Credit Limit as a result of unpaid Finance Charges or other fees. In IA and PR, no Over Limit Fee will be assessed.

8. SECURITY INTEREST. Except in CT, GA (on purchases of clothing, software, and other non-durable items), MO (on any merchandise under \$150), NC, NY (on any merchandise under \$200), and PR, 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 (in NY, not to exceed five years from the date the merchandise is posted to your Account). Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, and subject to the requirements of applicable law, 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). Additionally, if you made a Purchase pursuant to a credit promotion involving the avoidance of Finance Charges and that Purchase is included on Statements during the promotional period, we also will allocate to such promotional Purchase the same payments referred to in the immediately preceding sentence if those payments are received during the period starting with the initial billing of the promotional Purchase until the expiration of the promotional period. For purposes of determining the amount owing on your Account, payments will be credited only

once at the time of payment to the then-outstanding balance of your Account. 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 (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof).

9. SPECIAL PAYMENT PLANS. From time to time you may be offered special promotional terms which (subject to specified conditions) reduce the cost of credit under this Agreement or otherwise modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). The standard provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided under the Special Payment Plan offering, and will continue to apply to any and all transactions that are not subject to a Special Payment Plan. 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 Purchase and will be subject to the standard provisions applicable to such Purchases; and (ii) finance charges accrued on the Special Payment Plan balance from the date of purchase, if any, may be added to your balance.

10. TERMINATION/CHANGE IN TERMS. You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future Purchases; (c) change your Credit Limit; or (d) change or delete any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement.

11. DEFAULT. Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make at least the Minimum Payment when due; (b) violate any other term of this Agreement; or (c) become the subject of a bankruptcy or insolvency proceeding. After your default or your death, and subject to the limitations of applicable law, we have the right to: (i) reduce your Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account, including Finance Charges which we will continue to impose to the date of full payment; (iii) require immediate payment of your entire Account balance, including Special Payment Plan balances, all accrued but unpaid Finance Charges, and all fees and other charges listed in this Agreement; (iv) bring an action to collect all amounts owed; and (v) 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, we may, to the extent permitted by applicable law, charge and collect from you our collection costs, including court costs and reasonable attorneys' fees.

12. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of the Card. You agree to promptly notify us if your Card is lost or stolen or if possible unauthorized use of your Card by writing to P.O. Box 276, Dayton, OH 45401-0276 or by calling us at 1-800-333-1071. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50 (in NY, you will have no liability for unauthorized use of the Card prior to the Effective Date). 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 whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-800-333-1071.

13. 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 276, Dayton, OH 45401-0276. 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 send a copy of that report to us as well. 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.**

14. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. You authorize and direct us to furnish information about you and your Account to This

CareCredit/LLC and to Participating Professionals that accept the CareCredit Credit Card (and their respective affiliates) for use in connection with the CareCredit Credit Card program, including to create and update their customer records for you, to assist them in better serving you, and to provide you with notices of special promotions, catalogs and tailored offerings.

In addition, you agree to the use of information about you and your Account described in the Privacy Policy. The Privacy Policy is made a part of this Agreement and is enclosed or attached hereto.

15. TELEPHONE MONITORING. We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring. A license to use service observing equipment has been obtained from the Georgia Public Service Commission.

16. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment due under this Agreement for any length of time, (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you and without releasing you from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.

17. CHANGE OF ADDRESS. You agree to notify us promptly if you change your address. Until we are notified that your address has changed, we will continue to send Statements and other notices to the last address we maintained on your Account. You agree that when we are notified that you have a new address, the terms of this Agreement specifically applicable to the residents of your new state of residence will apply to the entire balance of your Account. If your Account is a joint Account, each of you appoints the other(s) as your agent to designate the address to which the Statement (and any other notices) may be sent to you by us.

18. ARBITRATION PROVISION. This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. This Arbitration Provision does not apply in PR.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to this Cardholder Agreement (the "Agreement"), any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. "Claim" or "Claims" includes claims of every kind and nature, between you and us, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any prior agreement, or any balances on the Account, (b) the goods or services (including insurance or extended service contracts, if any) charged to the Account, (c) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing, (d) your application for the Account and (e) the origination or servicing of the Account or any prior agreement and the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Upon your or our delivery of a written notice to the other party, including a written notice after the commencement of a lawsuit or a notice contained in court filings in any such lawsuit, any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association ("AAA"), JAMS or the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim which the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that 20-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than 10 years of experience or a retired judge. If for any reason the selected

organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list; if you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Claims to be arbitrated on a class action basis. Furthermore, Claims brought by or against one cardholder (or joint cardholders) may not be joined or consolidated in the arbitration with Claims brought by or against any other cardholder. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees up to \$2,500 charged by the arbitration administrator for Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$2,500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, if the arbitrator issues an award in your favor, we will still reimburse you for additional fees paid or owed by you to the arbitration administrator as follows: (1) in the case of additional fees calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you in an amount equal to the fees you would have paid if the dollar amount of your Claim or the value of the relief you sought had been the amount or value of the award granted in your favor and (2) in the case of other additional fees that were not calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you for the amount of such additional fees. However, if applicable law requires us to reimburse you for any greater amount(s), the applicable law will control. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives a party the right to recover any of those fees from the other party. Notwithstanding the foregoing, if the arbitrator determines that any Claim or defense (or the amount of any Claim) is frivolous or is wrongfully intended to oppress the other party, the arbitrator may impose on the party making the frivolous or oppressive Claim or defense, and/or on such party's counsel, any fees and expenses reasonably incurred by the other party (including arbitration administration fees and attorney, expert and witness fees) as a result, to the extent such fees and expenses could properly be imposed on such party or counsel under Rule 11 of the Federal Rules of Civil Procedure and to the extent such imposition is consistent with applicable law.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal, provided that we will consider in good faith any request for us to bear all or any part of such fees if you are the appealing party.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean GE Capital Consumer Card Co., and its parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

This Arbitration Provision shall survive termination of your Account as well as the repayment of all amounts borrowed from us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern.

Contacting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879; Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims); JAMS, 45 Broadway, 28th Floor, New York, NY 10006, www.jamsadr.com, (800) 352-5267. Financial Services Arbitration Rules and Procedures; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, Code of Procedure.

19. GOVERNING LAW. 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 the laws of the State of Ohio (without regard to internal principles of conflicts of law), and applicable federal 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 Ohio. We make decisions about granting credit to you from, extend credit to you under this agreement from, and accept your payments in, Ohio.

20. ASSIGNMENT. We may sell, assign or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

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

22. 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

Service (finance) charges at rates not in excess of those permitted by law will be charged on outstanding balances from month to month.

MARYLAND RESIDENTS: Under section 12-510 of the Commercial Law Code, you have the right to receive an answer to a written inquiry concerning the status of your Account.

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.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

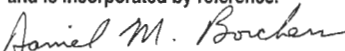
PUERTO RICO RESIDENTS: You may request a copy of this Agreement in Spanish.

NOTICE TO APPLICANT: (A) DO NOT SIGN THE APPLICATION/AGREEMENT BEFORE YOU READ IT OR IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT WITHOUT INCURRING ANY ADDITIONAL CHARGE. (D) YOU MAY UNDER CERTAIN CIRCUMSTANCES REDEEM THE PROPERTY, IF REPOSSESSED BECAUSE

OF YOUR DEFAULT, AND YOU MAY, UNDER CERTAIN CONDITIONS, REQUIRE A RESALE OF THE PROPERTY IF REPOSSESSED. (E) THE SELLER HAS NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

RETAIL INSTALMENT CREDIT AGREEMENT

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.



Daniel M. Borchers
Vice President, GE Capital Consumer Card Co.
5300 Kings Island Drive, Mason, OH 45040

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:

- 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
- 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.

IMPORTANT INFORMATION - PLEASE READ

CareCredit Consumer Credit Card Program GE Capital Consumer Card Co.

Privacy Policy

As a valued customer, we are committed to providing you with exceptional service and product offers. To do this, we rely on, and sometimes share with other parties, information about you. We want you to understand what information we collect, how we share it, and the steps we take to protect customer information. We also want you to understand the choice you have regarding our sharing of information with others.

This Privacy Policy applies only to consumer CareCredit Credit Card Accounts of GE Capital Consumer Card Co. ("GE Card Services," "We" or "Us"). In this Policy, the term "Provider" refers to both CareCredit/LLC and the participating professionals that accept the CareCredit Card.

Information We Collect - We collect personally identifiable information about you, other applicants, and authorized users for many reasons, including to help identify you, evaluate your application, service and manage your Account, and broaden our relationship with you (such as by offering you products or services that you may find valuable). We collect this information from a number of sources, including the following:

- Information provided by you on Account applications and other forms, including identifying information such as address, telephone number, e-mail address, social security number, date of birth, and mother's maiden name, and credit information such as income and employment.
- Information obtained through your transactions and relationship with us, our affiliates, Providers and others, such as items purchased, payments, payment method, and information provided on customer service and collections calls.
- Information provided by credit bureaus and similar companies, such as your account and payment history with other lenders.
- Information provided by other third parties, such as demographic firms, in connection with marketing programs.
- Information obtained online, including from "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 help us track your website usage, and to provide you with customized content, among other things.

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

- **Provider and their affiliates:** To assist you in using your Account, we provide application information about you, your Account number and other information to Provider and their affiliates for use in connection with the CareCredit Credit Card program and as otherwise permitted by law. This information might be used, for example, to enable their associates to answer questions about your Account, or to look up your Account number for you. Access to this information also enables Provider to provide you with notices of special promotions and other tailored offerings, as well as to update their customer records and to perform other CareCredit Credit Card program functions. They may use their affiliates, licensees, or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers:** We provide information to Provider and other companies (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.
- **Joint Marketing:** We may provide information about you and your Account to another financial institution to jointly offer financial services and/or products, such as loan products or credit insurance.
- **Our Affiliates:** Our affiliates are other companies in the General Electric Company corporate family ("GE Family").
 - (i) In addition to using affiliates to perform services in connection with your Account, we may provide information, such as identification, transaction and experience information, to financial services affiliates, such as those offering insurance and investment products, and we may provide information to non-financial services affiliates, such as those offering consumer products.
 - (ii) For some programs, we also may provide such affiliates with information from your application used to determine your eligibility for credit (e.g., income) and from credit bureaus, such as your credit score or

credit history (collectively, "Consumer Report Information," which does not include identification information or our transaction and experience information). See "It's Your Choice" for details on how to be excluded from our sharing of such Consumer Report Information.

- **Third-Party Offers:** We work with select outside companies to develop special offers for you, which many of our customers find valuable. For example, we disclose information, either directly or through Provider, to financial services providers, such as companies offering insurance, mortgages, or loan products, and to non-financial companies, such as those offering card registries, clubs tailored to your interests (like travel clubs), and other consumer products and services. The information we disclose may include name, address and telephone numbers, as well as Account purchase and performance history. See "It's Your Choice" for details on how to be excluded from these programs.
- **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 - Many customers appreciate receiving information about products or services offered by other companies that may be of interest to them. However, we want you to have a choice. If you have previously informed us of your preference, you do not need to do so again.

Please call us toll-free at 1-877-905-2097, or write to us at GE Card Services, P.O. Box 276, Dayton, OH 45401-0276, if you would like to request the following:

Please do not share information about me with companies outside the GE Family, other than with Provider and their affiliates for use in connection with the CareCredit Credit Card program and as otherwise permitted by law. And please do not share Consumer Report information about me with companies within the GE Family.

Please understand that, even if you select this choice, we also will continue to share information with joint marketing partners and service providers as described in this policy, and as otherwise permitted by law.

Important Notes About Your Choice

- 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.
- Please note that after your request is processed, you may still be contacted by our affiliates and/or other companies based on their own information.
- We will continue to provide you with billing inserts and mail notices of special offers and new benefits.

Our Security Procedures - The security of customer information is very important to us and we take a number of steps to safeguard it. 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. Employees who fail to follow our established standards are subject to disciplinary action. 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 in several ways. For example, we send you monthly billing statements outlining your transactions, finance charges, and other Account information. You may also call the customer service telephone number if you have additional questions about your Account. For instructions on how to dispute billing information or information we have reported to a credit bureau, please see your credit card agreement or the reverse of your billing statement.

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 consumer CareCredit Credit Card Accounts of GE Card Services and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices.

**RECEIVE UP TO \$5,000
CHARGEARD CREDIT PROTECTION**

- ✓ Pays your minimum monthly payment—If you **lose your job**, become **disabled**, or must take unpaid time off from work due to illness in the family, children, or adoption.
- ✓ Pays your account balance — If you or your co-cardmember or spouse **dies**.
- ✓ Pay for ChargeGard only when you have a balance.
- ✓ Prices to fit your budget. When you do have a balance, a low monthly premium will be conveniently charged to your account. (See cost of insurance to the right.)
- ✓ Payment will be made directly to your account up to the maximum of \$5,000.
- ✓ Protect your account with **no risk**. If you're not completely satisfied, cancel with no further obligation.

**ENROLL TODAY ON THIS APPLICATION
Protect Your New Account Immediately!**

The credit insurance product is not a deposit or other obligation of, or guaranteed by, GE Capital Consumer Card Co. or any of its affiliates (Bank), and is not insured by the Federal Deposit Insurance Corporation, by any other agency of the U.S. or by the Bank. We may not condition the issuance of credit upon (a) your purchase of any insurance from the Bank, or (b) your agreement not to purchase, or a prohibition on you from purchasing, insurance from any party other than the Bank. Your decision on whether to purchase credit insurance will not affect the credit terms in any way. The Bank may receive a financial benefit if you purchase credit insurance.

SUMMARY OF INSURANCE COVERAGES

IMPORTANT INFORMATION ON CHARGEARD LIMITATIONS, EXCLUSIONS, COSTS: Upon acceptance of your enrollment, you will receive your certificates and/or policies indicating your effective date. Eligibility, restrictions and exclusions vary by coverage and state. Read your certificates and/or policies carefully for full details. If you have other insurance that covers the same risks as described, you may not need or want to purchase this insurance. You are free to cancel anytime. Premium rates are subject to change. Rates disclosed are accurate as of the printing date of this disclosure. The underwriters referenced below reserve the right to modify the terms and conditions of the insurance certificates and/or policies upon written notice and subject to state regulations.

COVERAGE NOT AVAILABLE TO RESIDENTS OF AL, MN, MS, OH, PR, VI and WV.

LIFE COVERAGE: If you or your co-cardholder die (co-cardholder must be spouse or business partner in GA, MD, NM & TX; if no co-cardholder, then spouse). Chargegard will pay to the Creditor your scheduled outstanding account balance as of the date of death, up to the master policy maximum of \$5,000. Only single Life coverage in CA & ME. Suicide is excluded except in MD, ME & MO. Life coverage is replaced with Accidental Death coverage at age 65 in HI & UT; 66 in AK, DE, IA, IL, IN, KY, LA, ND, NE, VT & WY; 70 in AZ, NV & OK. In CA, we won't pay a claim on an advance if you commit suicide within six months of that advance. In SD, Accidental Death coverage is provided at age 66. Life coverage is not available in FL & MA.

DISABILITY/UNEMPLOYMENT COVERAGE (applies only to you, the primary cardholder): If you become totally disabled or involuntarily unemployed, Chargegard will pay to the Creditor your scheduled minimum monthly payment due on your account as of the date of loss, until your balance is paid off, you return to work, or you reach the master policy maximum of \$5,000, whichever occurs first. You are eligible for these coverages if employed 30 hours or more a week or as otherwise required by state law, in a non-seasonal occupation (seasonal restriction does not apply to disability in AK, AZ, CA, CO, GA, MD, ME, MI, MO, MT, NJ, NM, NY, OR, PA, RI, SC, TX, UT, VA & WI; to unemployment in AK, CO, MD, ME, MI, MO, MT, NC, NJ, NM, NY, PA, SC, UT & WI). Benefits begin after 30 consecutive days of unemployment or disability and are retroactive to the first day of loss. Unemployment benefits are limited to 12 months in PA. Disability is not available in MA. Disability benefits not payable for normal pregnancy/childbirth in CA & FL; flight in non-scheduled aircraft in NC & PA; military service in NC; pregnancy in NC, PA & VA; self employment in FL; self inflicted injury in CA, FL, NC, NY, PA & VA; suicide in CT; sickness from intoxication in NY; war in NC. Unemployment excludes willful or criminal misconduct in CT, FL, MA, NY & TX; disability in CT, FL, MA, NY, TX & WI; voluntary forfeiture of salary, wages or employment income in CT, FL, MA, NY & TX; incarceration in ME; labor disputes in AR & IL; lockouts in IL & NY; strikes in AR, IL & NY; notification of pending unemployment in CT, FL, MA & TX; pregnancy in ME; voluntary resignation in NY; self employment in CT, FL, MA, ME & TX; severance pay in ME; voluntary

discharge from military in NY; illegal walkout in NY.

LEAVE OF ABSENCE: (applies only to you, the primary cardholder): Chargegard will pay to the Creditor your scheduled minimum monthly payment based on the outstanding balance as of the date of loss, for up to six months, if you take a temporary, employer approved unpaid leave of absence from work due to: accident or illness of an immediate family member; childbirth/adoption (except in NJ); recall to active military service; or residing in a federally-declared disaster area. Benefits begin after 30 consecutive days of leave of absence and are paid retroactive to the first day of leave. You are eligible for this coverage if employed full-time by someone other than yourself, in a non-seasonal occupation. Benefit payments do not apply to leave during the first 90 days of coverage (except in KS and NJ). Leave of Absence coverage is not available in AK, ID, IN, LA, MA, NC, NE, NM, NY, OR, SC, TX & VT.

GENERAL PROVISIONS: Maximum enrollment age is 65, except: 64 in AR, CA, DC, HI, KS, MD, MT, NJ, RI, SD, TN, UT, WA & WI; 69 in AZ, CO, NC, NH, OK, SC & VA; 70 in FL, GA, MI & MO; 71 in NM; in TX, no maximum age applies. Coverage terminates at age 65 in AR, CA, DC, KS, MD, MT, NJ, RI, TN, WA & WI; 66 in CT, ID, MA, ME, NY, OR & PA; 70 in VA; 71 in FL & GA; 72 in NM.

The monthly premium charged to your credit card account will be 76¢ per \$100 of your outstanding balance, except: 47¢ in AK; 70.6¢ in CA; 55¢ in CO; 64.1¢ in CT; 65¢ in FL; 73.5¢ in HI; 73.6¢ in IA; 60¢ in ID; 75.9¢ in IL; 60¢ in IN; 60¢ in LA; 49¢ in MA; 42.1¢ in MD; 70.8¢ in ME; 79.7¢ in MI; 60¢ in MO; 64.6¢ in NC; 75.2¢ in ND; 60¢ in NE; 62.9¢ in NH; 73¢ in NJ; 60¢ in NM; 82.2¢ in NV; 26.5¢ in NY; 59.5¢ in OR; 61¢ in PA; 66.3¢ in SC; 38.6¢ in TX; 74¢ in UT; 29.1¢ in VA; 44.6¢ in VT; 70.9¢ in WI. The cost of credit insurance will be financed at the rate specified in your credit card agreement.

Coverage is underwritten by American Bankers Life Assurance Company of Florida (ABLAC) and American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, FL 33157-6596. In NY, life and disability coverage is provided by First Fortis Life Insurance Company, Syracuse, NY. In CA, life and disability coverage provided by ABLAC and ABIC provides remaining coverages described above. TX life and disability certificate number is AC3118CB-0592 (3.53 R.A.); TX unemployment certificate number is AD9139CQ-0499. Coverage for life and disability is provided under form numbers AC2236PL, AE2379PL-0399, AC2807PQ, BA2051PL, AB8633PQ-285, AB9328PQ-485, AC2810PQ & BA2016PD-0795. Douglas Myrick is the writing agent for the states of FL & ND.

If you cancel within 30 days of receiving your certificates and/or policies, we will refund your premium. Insurance and cost disclosures are accurate as of the printing date.

AR, LA, ME, TN & VA residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and substantial civil penalties. (VA residents, this notice is not applicable to life and health insurance).

DC residents: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information material related to a claim was provided by the applicant.

FL residents: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NJ residents: Any person who includes false or misleading information on an application for insurance policy is subject to criminal and civil penalties.

DISABILITY CLAIM PROCEDURE: If you have purchased credit disability insurance through us and you become disabled call us right away at the number listed on your billing statement. We will tell you where we get claim forms. Send in the completed form to the address indicated on the form as soon as possible.

If your disability insurance covers all your missed payment(s), WE CAN NOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS after your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months, you will have 35 days from the date that the rejection is sent to pay past due payments plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.