



34723

# HOME DESIGN™ - HOME IMPROVEMENT CONSUMER APPLICATION - P1/PJL

PLEASE READ THE ATTACHED CREDIT CARD AGREEMENT AND SIGN BELOW BEFORE SUBMITTING YOUR APPLICATION.

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: S M I T H

REVOLVING PHONE: 1-888-222-2176

REVOLVING FAX: 1-888-222-2986

Contractor # 5 3 4 8 1 2

Initial Sale/  
Project Amount \$ \_\_\_\_\_

Account # \_\_\_\_\_

Applicant's Primary ID (Type, Number, Issuing State) Exp. / Sec. ID (Credit Type and Issuer) Exp. Co-Applicant's Primary ID (Type, Number, Issuing State) Exp. / Sec. ID (Credit Type and Issuer) Exp.

## Applicant

First Name \_\_\_\_\_ M. Initial Last Name \_\_\_\_\_

Do You:  Own  Parents/Relative  
( One)  Rent  Other

Mailing Address \_\_\_\_\_ APT # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Years at  
Residence \_\_\_\_\_

Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Home Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

If the above address is a PO Box, you must provide a street address for yourself or a contact person

Cell / Other Phone Where We May Call You \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your Employer \_\_\_\_\_ How Long (Yrs.) \_\_\_\_\_ Total Monthly Net Income\* \$ \_\_\_\_\_, \_\_\_\_\_

Business Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address (optional) By providing an E-Mail address, I consent to receive E-Mail communications about my Account and authorize you to provide my E-Mail address to GE Money so that I may receive such communications, offers and updates.

\*NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless relied upon for credit.

Nearest Relative Not Living With You:

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

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 this application form.

## Joint Applicant

First Name \_\_\_\_\_ M. Initial Last Name \_\_\_\_\_

Years at  
Residence \_\_\_\_\_

Mailing Address \_\_\_\_\_ APT # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Home Phone / Other Phone Where We May Call You \_\_\_\_\_ Birth Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Your Employer \_\_\_\_\_ How Long (Yrs.) \_\_\_\_\_ Total Monthly Net Income\* \$ \_\_\_\_\_, \_\_\_\_\_

Business Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## Applicant/Joint Applicant Signatures

I am providing the information in this application to GE Money Bank ("GEMB") and to contractors ("Contractors") that accept the GE Money Home Design™ -Home Improvement Credit Card ("Card") and to program sponsors, and asking GEMB to issue me a Card. By applying for this account, I authorize and agree that:

- GEMB may furnish this and other information about me (even if my application is denied) and my account to Contractors and program sponsors (and their respective affiliates) to create and update their records, and to provide me with service and special offers.
- GEMB may make inquiries it considers necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating my application, and for purposes of reviewing, maintaining or collecting my account.
- If my application is approved, the GEMB Card Agreement ("Agreement"), a copy of which is attached will be sent to me and will govern my Account.
- Among other things, the Agreement: (1) INCLUDES A DISPUTE AND CLAIM RESOLUTION (INCLUDING ARBITRATION) PROVISION THAT MAY LIMIT MY RIGHTS UNLESS I REJECT THAT PROVISION UNDER THE AGREEMENT'S INSTRUCTIONS; and (2) makes each applicant responsible for paying the entire amount of credit extended; and (3) grants GEMB a security interest in the goods purchased on the account as permitted by law.
- I consent to GEMB and any other owner or servicer of my account contacting me about my account, including using any contact information or cell phone numbers I provide (whether now or in the future), and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.
- I also agree that if my application for a Card is not approved by GEMB, the Contractor or GEMB may provide my application information to Service Finance Company, LLC 1956 NE 5th Avenue, Boca Raton, FL 33431, or its assignee ("SFC"), and that SFC may offer me credit and that I authorize SFC to make inquiries they consider necessary, including requesting reports from consumer reporting agencies and other sources, in evaluating my credit.
- This application and the Agreement are governed by federal law and Utah law (to the extent that state law applies).

Federal law requires GE Money Bank to obtain, verify and record information that identifies applicants when opening an account. GE Money Bank will use applicants' name, address, date of birth, and other information for this purpose. Please note that you must reside in the United States and be 18 years or older to apply.

X  
Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

X  
Joint Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

34723



To find out about changes in the terms of the attached agreement, write to us at GEMB, P.O. Box 6160, Rapid City, SD 57709-6160

183-739-00 (11/9/10) PJL



**GE MONEY BANK  
CREDIT CARD AGREEMENT  
Keep For Your Records**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	<b>26.99%</b>
<b>APR for Cash Advances</b>	<b>29.99%</b>
<b>Penalty APR and When it Applies</b>	<p><b>29.99%</b></p> <p>This APR may be applied to your Account if you make a late payment.</p> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.</p>
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .
<b>Fees</b>	
<b>Maintenance Fee</b>	\$.99 per month ( <b>\$11.88</b> maximum annually); waived when your account has an ending balance of zero
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer      Either <b>\$5</b> or <b>4%</b> of the amount of each transfer, whichever is greater.</li> <li>• Cash Advance          Either <b>\$5</b> or <b>4%</b> of the amount of each cash advance, whichever is greater.</li> <li>• Activation              <b>\$29</b> (one-time fee charged at time first purchase posts to account).</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment          Up to <b>\$35</b></li> <li>• Returned Payment      Up to <b>\$35</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called “daily balance”. See your Credit Card Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement.

The information about the costs of the Account described herein is accurate as of 11/09/2010. This information may have changed after that date. To find out what may have changed, write us at GEMB, P.O. Box 981439, El Paso, TX 79998-1439.

## GE MONEY BANK CREDIT CARD AGREEMENT

**1. CONTRACT.** This Agreement ("Agreement") is a contract for the extension of credit. It controls your credit card account referenced on the document received with your credit card or on your welcome letter. 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 credit card for your use. You are not permitted to allow anyone else to use your credit card, but if you do, you will be responsible for such use. You will destroy all the credit card(s) issued on your account if we ask you to do so.

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

**8. USING YOUR ACCOUNT.** You may use your account only as stated in this Agreement. You may use your account for the following:

- **Purchases.** You may buy goods or services;
- **Cash Advances.** If applicable, you may get cash advances by writing convenience checks we may provide to you from time to time or by other means we may make available. We may not honor a convenience check (i) if you filed for bankruptcy, (ii) if the check is expired, (iii) if your account is closed, (iv) if the amount of the check would exceed your available credit or cash advance limit, or (v) as otherwise stated on your convenience check; and
- **Balance Transfers.** If applicable, from time to time, we may offer you the chance to transfer balances from your other credit card accounts to this account. Unless we tell you otherwise, we will treat balance transfers as purchases. We reserve the right to decline to process any balance transfer request for any reason, and will not transfer a balance from any of our affiliates. Transfers will be processed in the order determined by us. If the amount you wish to transfer is greater than your available credit limit, we may reject the request(s). It may take up to four weeks for a balance transfer request to be credited to your other credit card account(s). It is your responsibility to make any payments required to keep your other account(s) current and to close your other account(s), if you desire. We are not responsible for any charges you may incur on your other account(s) as a result of your balance transfer(s). If you have a dispute with a creditor, and pay the balance in question by transferring it to your account, you may lose certain dispute rights.

You may use your account only for lawful personal, family or household purposes. You may not use your account for internet gambling or illegal purposes. You may not use your account to pay amounts you owe us on this account or on other accounts you have with us. These restrictions are for our benefit, and we are not responsible to you for enforcing them.

### 9. CREDIT AND CASH ADVANCE LIMITS.

**A. Assigning Limits.** We will assign the following limit(s) on your account, as applicable. We may increase or decrease either or both of these limits at any time.

**Credit Limit** – This is the highest amount of total credit we will extend to you on your account.

**Cash Advance Limit** – This is the highest amount of credit we will extend to you for cash advances made on your account, if applicable. Cash transactions will also count towards your credit limit.

**B. Exceeding Limits.** 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 applicable, you may not get a cash advance if that cash advance (including interest and cash advance fees) will cause the total you will owe for cash advances on your account to be more than your cash advance limit. If we approve a transaction that causes the total you will owe on your account to be more than your credit limit or, if applicable, the total you will owe for cash advances on your account to be more than your cash advance 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 or, if applicable, cash advance limit.

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

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

**A. Rates.** The following rates apply to purchases and, if applicable, cash advances. A higher rate, which we call a "Penalty APR" may apply at certain times as described below. The Annual Percentage Rates (APRs) applicable to your account are shown in the table above and will also be shown on your billing statement.

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

1. **Purchase Rate.** The daily rate for purchases is .07394% (APR 26.99%) unless and until the penalty rate applies.
2. **Cash Advance Rate.** The daily rate for cash advances is .08216% (APR 29.99%) unless and until the penalty rate applies.
3. **Penalty Rate.** The penalty rate may apply if you do not make your total minimum payment by the payment due date and will continue to apply as provided in this section. As required by law, we will provide you with advance notice if we are going to apply the penalty rate to your account and we will tell you when the penalty rate will apply.

- a. **What is the Penalty Rate?** The daily penalty rate will be .08216% (APR 29.99%).
- b. **How Long Will the Penalty Rate Apply?** If you are not more than 60 days late on a payment, the penalty rate will apply to transactions made on your account after a date specified in the advance notice. Once in effect, if you then make all required payments by the payment due date for six consecutive billing periods, your rate will return to the standard APR; otherwise, the penalty rate will apply indefinitely.

If you are or become more than 60 days late on a payment, the penalty rate will apply to all balances and new transactions on your account not already subject to the penalty rate as specified in the advance notice. Once in effect, if you then make six consecutive minimum payments by the payment due date, starting with your first payment due date after the date specified in the advance notice, your rate for any balances created on your account prior to or within 14 days after the date of the advance notice that are not already subject to (or scheduled under a prior notice to be subject to) the penalty rate will return to the standard APR. If you do not make these six consecutive minimum payments, we may apply the penalty rate to all balances on your account indefinitely.

## B. When We Charge Interest.

1. **Purchases.** We charge interest on your purchases from the date you make the purchase until you pay the purchase in full, except as set forth below:
- We will not charge you interest during a billing cycle on any purchases if (i) you had no balance at the beginning of the billing cycle or (ii) you had such a balance, you paid that balance in full by the due date in that billing cycle.
  - We will credit, as of the beginning of the billing cycle, any payment you make by the due date that we allocate to purchases if (i) you had no balance at the beginning of the previous billing cycle, or (ii) if you had such a balance, you paid that balance in full by the due date in the previous billing cycle.
2. **Balance Transfers and Cash Advances.** If applicable, we charge interest on your balance transfers and cash advances (and their related fees) from the date you make the transaction until you pay them in full. You cannot avoid paying interest on balance transfers or cash advances or on their fees.

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

- First, we determine the "daily balance". To determine the daily balance, we take the beginning balance each day, add any new charges and fees posted that day, and subtract any payments and credits posted that day. This gives us the daily balance.
- Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by each daily balance on your account.
- Third, we add the interest amount to the daily balance, and the sum will become the beginning balance for the following day.

Your interest charge for the billing cycle is the sum of the interest amounts that were charged each day during the billing cycle for each balance type. We charge a minimum of \$2 of interest in any billing cycle in which you owe interest.

11. **FEES.** We may charge some or all of the following fees. The table at the beginning of this Agreement shows the amount of each of the maintenance, transaction and penalty fees.

A. A monthly **Maintenance Fee** each month your account is open and has a balance greater than zero.

### B. Transaction Fees.

1. A **Balance Transfer Fee** for each balance transfer you make.
2. A **Cash Advance Fee** for each cash advance you get.
3. An **Activation Fee** at the time the first Purchase posts to your Account.

### C. Penalty Fees.

1. A **Late Payment Fee** if we do not receive at least the total minimum payment due on your account by 5:00 p.m. (ET) on the due date shown on your statement. 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 payment 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 payment 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.
2. A **Returned Payment Fee** if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored. The amount of the returned payment fee will be equal to: (1) \$25 if your payments have been honored upon first presentment in each of the prior six billing cycles or (2) \$35 if any payment has been dishonored upon first presentment in any one or more of the prior six billing cycles. However, if the returned payment fee would exceed the total minimum payment for the cycle in which the payment was dishonored upon first presentment, the amount of the returned payment fee will instead be equal to the amount of the total minimum payment that was due.

### D. Other Fees.

1. A **Returned Convenience Check Fee** of up to **\$35** if we do not honor a convenience check because (i) it will cause you to go over your cash advance limit, (ii) you filed a petition in bankruptcy, (iii) the check is expired, or (iv) your account is closed. The amount of the returned convenience check fee will be equal to: (1) \$25 if your convenience checks have been honored in each of the prior six billing cycles or (2) \$35 if any convenience check has been dishonored in any one or more of the prior six billing cycles. However, if the returned convenience check fee would exceed the amount of the dishonored convenience check, the amount of the returned convenience check fee will instead be equal to the amount of the dishonored convenience check.
2. A **Stop Payment Fee** of **\$39.99** if we stop payment on any convenience check at your request.

## 12. YOUR PAYMENTS.

A. **Required Payment and Crediting of Payment.** Each billing cycle you must pay at least the total minimum payment by 5:00 pm (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 pm (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 is the greatest of (a) \$35, (b) 2.5% of your highest New Balance for the life of your account, or (c) the interest and late payment fees billed on your statement plus \$20. As used in this paragraph, "new balance" excludes any balance attributable to any special promotion that involves delayed or special payments. We round up to the next highest whole dollar in figuring your total minimum payment. If your new balance on your billing statement is less than \$35, then your total minimum payment will be equal to the new balance.

**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 follow these instructions, 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; (c) use a balance transfer or convenience check from your account to pay us; or (d) send us cash.

**D. Other Ways to Make a Payment.** Certain participating stores or providers may take payments that you make to them as a convenience to you. We may not credit those payments to your account until we receive them. We may allow you to make payments over the phone as an accommodation to you, but we may charge you a fee to do so.

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

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

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

**13. 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 and/or apply the penalty rate to your account balances (including special promotion balances) if you become more than 60 days late on any payment due on your account. If 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. A promotional charge may be charged as part of a special promotion. 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.

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

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

**15. UNAUTHORIZED USE.** If you notice the loss or theft of your credit card or possible unauthorized use of your card, you should call us immediately at 1-866-396-8254.

You will not be liable for any unauthorized use on your account.

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

#### **16. YOUR CREDIT REPORTS AND ACCOUNT INFORMATION.**

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

**B. Inaccurate Information.** Tell us if you think we reported wrong information about you to a consumer reporting agency (also called a credit bureau). Write to us at P.O. Box 981439, El Paso, TX 79998-1439. In your written communication, tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send a copy of it with your written communication. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**17. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT.** We will give information about you and your account to dealers/merchants/retailers and participating professionals that accept this credit card (and their affiliates) and you consent to this. Dealers/merchants/retailers and participating professionals will use the information in connection with the credit card program and for things like creating and updating their records and offering you special benefits. We will use information about you and your account as set forth in the privacy policy that is attached to or enclosed with this document.

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

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

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

#### **21. CLOSING YOUR ACCOUNT.**

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



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

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

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

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

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

**23. COLLECTION COSTS.** If we ask an attorney to collect your account, we may charge you our collection costs. Collection costs may include court costs, reasonable attorneys' fees and fees for repossession, repair, storage and sale of any vehicle securing a purchase. We will charge these costs only if the attorney we ask to collect is not our salaried employee and the law allows us to do so.

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

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

Upon demand, and except as otherwise provided below, you and we must arbitrate individually any dispute or claim between you, any joint cardholder and/or any additional cardholder, on the one hand; and us, our affiliates, agents and/or dealers/merchants/retailers or participating professionals, 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, 950 Forrer Boulevard, Kettering, OH 45420, 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 this Agreement. To reject, you must send us a notice within 60 days after you open your account or we first provide you with a right to reject this Provision. The notice must include your name, address, and account number and be mailed to GE Money Bank, P.O. Box 981429, El Paso, TX 79998-1429. This is the only way you can reject this Provision.

**25. WAIVER.** We may decide to give up any of our rights under this Agreement. This includes our right to impose the full amount of any charge. If we do, we do not give up any of our other rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation. Except as we may agree in a signed writing, we do not give up any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement.

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

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

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

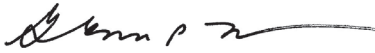
#### **STATE NOTICES**

**NJ RESIDENTS:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Residents of Wisconsin applying for an individual account must give us the name and address of their spouse, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 981064, El Paso, TX 79998-1064.**

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement and is incorporated here by reference.

We have signed this Agreement as follows:



Glenn Marino  
Executive Vice President  
GE Money Bank  
170 West Election Road, Suite 125  
Draper, UT 84020

*Your Billing Rights: Keep this Document for Future Use*

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

*What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at the address shown on your statement under billing inquiries.

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 the address shown on your statement under billing inquiries.

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.

**“Be Green and Reduce Clutter. Enroll today in eBill<sup>+</sup> and get \$.99/month\*.”**

**eService:** Visit us online at [www.gemoney.com](http://www.gemoney.com) to manage your account. Sign up for eBill<sup>+</sup> and receive a \$.99/month credit\*.

\*Each month the account is open for purchases, in good standing, not delinquent and has a balance greater than \$0.00.

\*Not available in all language preferences.

**PRIVACY POLICY**

<b>FACTS</b>	<b>WHAT DOES GE MONEY BANK DO WITH YOUR PERSONAL INFORMATION?</b>	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GE Money Bank chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>		
	<b>Does GE Money Bank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes*
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 877-905-2097 —our menu will prompt you through your choice(s)</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Call 877-905-2097	



## PRIVACY POLICY (continued)

<b>What we do</b>	
<b>How does GE Money Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does GE Money Bank collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or give us your contact information</li> <li>• provide account information or pay your bills</li> <li>• use your credit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with a GE, General Electric or Monogram name; financial companies such as General Electric Capital Corporation and Monogram Credit Services; and nonfinancial companies, such as General Electric Company</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include direct marketing companies and the retailer named on your account</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance companies</i></li> </ul>

<b>Other important information</b>
<ul style="list-style-type: none"> <li>• We follow state law if state law provides you with additional privacy protections. For instance, if (and while) your billing address is in Vermont, we will treat your account as if you had exercised the opt-out choice described above and you do not need to contact us to opt out. If you move from Vermont and you wish to restrict us from sharing information about you as provided in this notice, you must then contact us to exercise your opt-out choice.</li> </ul>

\* Please keep in mind that as permitted by federal law, we share information about you with Dealer/Merchant/Provider/Retailer in connection with marketing and servicing the GE Money Bank credit card program, including for Dealer/Merchant/Provider/Retailer to market to you.

The above notice applies only to consumer Credit Card Accounts with GE Money Bank and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at <http://www.ftc.gov/idtheft/>.