Agreement may not be contradicted by evidence of any alleged prior oral agreement or of an alleged contemporaneous oral agreement between you and us.

Arbitration. Please review this provision carefully. It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this provision, your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration provision by following the instructions below.

By accepting this Agreement, unless you opt out by following the instructions below, you agree that either you or we, at our sole discretion, can choose to have any dispute arising out of or relating to this Agreement or our relationship resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement.

For purposes of this Arbitration provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement, the credit offered or provided to you, or the goods or services you purchase; the actions of yourself, us, or third parties; or the validity of this Agreement or this Arbitration provision. It includes disputes brought as counterclaims, cross claims, or third party claims. A party that has brought a dispute in a court may elect to arbitrate any other dispute that may be raised in that litigation. Disputes brought as part of a class action or other representative basis are subject to arbitration on an individual (non-class, non-representative) basis. **IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INDICATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.** In this Arbitration provision, the words "we," "us," and "our" shall include WebBank and any assignees of any of WebBank's rights, any merchant from which you purchased goods or services using your Account, as well as their respective affiliates, servicers, employees, agents, and further assigns.

Any arbitration under this Arbitration provision shall be administered by the American Arbitration Association ("AAA") under the rules applicable to the resolution of consumer disputes in effect when the dispute is filed. The arbitrator shall have no authority to hear any disputes on a class action or representative basis. Neither you nor we may consolidate or join the disputes of other persons who may have similar disputes into a single arbitration, other than the disputes of or against joint account holders. You may obtain rules and forms by calling the AAA at 1-800-778-7879 or visiting www.adr.org. Any arbitration hearing that you attend will take place in the Federal judicial district where you reside. We will not elect arbitration of any dispute that is filed as an individual matter by you in a small claims or similar court, so long as the dispute is pending on an individual basis in such court.

A single, neutral arbitrator will decide any disputes. The arbitrator must be either a retired or former judge or a lawyer with no less than 10 years' experience, selected in accordance with the AAA's rules. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege under applicable law, and will have the power to award to a party any damages or other relief provided under applicable law. Any party may choose to have a hearing, and may choose to be represented by counsel. The arbitrator will issue an award in writing and, upon request, will provide a written explanation for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The party initiating an arbitration must pay the AAA's initial filing fee, although you can ask the AAA to waive the filing fee and we will consider your request that we pay the filing fee on your behalf. We will pay any subsequent administration fees imposed by the AAA, and we will pay the arbitrator's fee for up to one day of hearings. All other fees will be allocated as provided by the AAA's rules and applicable law. If you prevail in arbitration, we will reimburse you any fees paid to the AAA. However, even if we prevail, we will not seek reimbursement from you of any fees we paid to the AAA unless the arbitrator determines that your dispute was brought in bad faith. Each party shall bear its own costs of attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. However, if applicable substantive law gives you the right to seek reimbursement of attorneys' fees or other fees or costs, then that right shall also apply in the arbitration.

You have the right to opt out of this Arbitration provision, but you may only do so in the first 30 days after the first transaction is posted to your Account. In order to opt out, you must write us at WebBank/Fingerhut Arbitration, P.O. Box 1250, St Cloud, MN 56395-1250. You must inform us of your decision to opt out, and sign the notice.

This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16. If any part of this Arbitration provision is determined to be void or unenforceable, then this entire Arbitration provision shall be considered null and void; however, it shall not affect the validity of the rest of this Agreement.

Credit Bureau Disputes. If you believe we inaccurately reported credit history information about you or your Account to a credit reporting agency, call us at 1-866-734-0342 or write to us at: Credit Bureau Reporting Services, P.O. Box 1250, St Cloud, MN 56395-1250. Please include a copy of the credit report reflecting the information that you believe is inaccurate.

All Accounts, including California and Utah Residents: As required by applicable law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

All Accounts, including New York/Rhode Island/Vermont Residents: You agree to give WebBank permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your Account, adjusting the credit limit on your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Alimony, child support or separate maintenance payments need not be revealed if you do not want us to consider it in determining your creditworthiness. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. New York residents may contact the New York State Banking Department: 1-800-518-8866.

Connecticut Residents: Damages may be imposed if a check is dishonored. Connecticut General Statutes § 52-565a authorizes our collection of damages for dishonored checks; criminal penalties may also apply.

Maryland Residents: Maryland law requires that if you send us a written request about the status of your Account and we do not answer that request within 60 days after we receive it, you are not required to pay a finance charge for that 60 day period or until we answer.

Missouri Residents: If you prepay your Account in full, you may be entitled to a refund of certain interest under Mo. Rev. Stat. § 408.170.

New Hampshire Residents: Reasonable attorney's fees will be awarded to you if you prevail in (a) any action, suit or proceeding brought by us, or (b) any action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

New York Residents: New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods: 1 State St., New York, NY 10004, 1-800-518-8866.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

Married Wisconsin Residents: No provision of any marital property agreement, any unilateral statement, or court decree under Wisconsin's Marital Property Act adversely affects the interest of a creditor unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. We may require that you pay the entire amount that you have outstanding if you do not pay amounts that come due 2 times within 12 month period. You will also have to pay your entire amount outstanding if you fail to do anything required in this agreement and that failure makes it likely that you will not be able to pay your bills from us as they become due.

Texas Residents: To contact us about your Account call 1-800-208-2500. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Phone (800) 538-1579; www.occc.state.tx.us. Contact the Commissioner relative to any inquires or complaints.

WebBank
Fingerhut Credit Account Agreement

Effective 9/16/2013

This is the Agreement which covers your credit account (called your "Account") with WebBank for purchases you make with Fingerhut. **Do not enter into this Agreement before you read it or if any spaces intended for the agreed terms are left blank. You are entitled to a copy of this Agreement at the time you sign it.** You acknowledge that you have received a copy of this Agreement for your records.

You can use your Account to purchase goods or services from Fingerhut or any merchant authorized to accept your Account, and to pay for goods and services offered in connection with your Account. This account may require a down payment on your first purchase. You may at any time pay off the full balance of your Account. You may only use your Account for personal, family, and household purposes. You and WebBank will be bound by this Agreement from the first time a transaction is posted to your Account.

In this Agreement, and in your monthly statements ("Statements"), the words "you" and "your" refer to all persons named on the credit account we issue or who have signed the application or acceptance forms, and the words "we", "us" and "our" refer to WebBank (and, as applicable, its agents, successors and assigns). An applicant, if married, may apply for a separate account.

Your Promise to Pay. You promise to pay for (a) credit extended by WebBank to you or anyone you allow to use your Account; (b) interest charges, late fees, and all other charges provided in this Agreement or that you (or anyone you allow to use your Account) agree to pay; and (c) collection costs and attorneys' fees to the extent permitted by applicable law if your Account should go into default. If your Account is a joint account, all joint account holders promise to pay and be jointly and individually responsible for all amounts due under this Agreement.

Available Credit. Your Account is an open end account, subject to the following credit limits. We will assign you a credit limit, and we will indicate your current credit limit on each Statement. You agree not to exceed the credit limit that we establish for you. If you request a transaction that would exceed the credit limit, we may decline it or we may allow the transaction without increasing your credit limit. You will be obligated to pay any amount in excess of your credit limit in accordance with the terms of this Agreement. We may increase or reduce your credit limit, or suspend or terminate your Account, at any time with or without cause. We will provide notice to you to the extent required by applicable law.

Statements. We will send you a Statement covering each billing cycle in which you have a balance (including deferred balances, if applicable), or if required by law. Billing cycles are approximately one month long. Each Statement will reflect: (a) the total amount you owed on the first day of your billing cycle (called the "previous balance"), which will include any deferred balance (see below under the heading "Deferral Periods"); (b) payments, credits, purchases and interest charges, and all other charges made to your Account during the billing cycle; (c) the total amount you owed at the end of the billing cycle (called "new balance"); (d) the minimum payment you must make (called the "minimum payment"); and (e) the date by which the minimum payment must be paid to avoid a late charge.

Payments. The minimum payment is based on your Account balance as outlined in the Payment Chart below. The minimum payment is due by the date set forth on the Statement. We will not impose any late charges if you pay at least the minimum payment reflected in your Statement by the payment due date specified, which will always be at least 24 days from the Statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire new balance, without penalty.

Payment Instructions. All payments made by mail must be made by check or money order, following the instructions in this Agreement and on your Statement. You agree that we may return any payment you make, without applying the payment to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post-dated; (6) is not payable to WebBank or its assigns; (7) is not payable in U.S. dollars; or (8) is not paid upon presentment. If we accept a check payment made in U.S. dollars and drawn on a financial institution not located in the United States, you agree to pay any bank collection fees we incur. We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed, without losing any of our rights under this Agreement. All payments under this Agreement must be received at the address specified on your billing statement. Payments may also be made electronically on the web or phone, by ACH payment from a checking or savings account. However, you may not make a payment using any credit card issued by WebBank. We may charge a processing fee for payments made by phone and when made with the assistance of a service representative of the company for an expedited payment posted on the same day. The fee will be disclosed at the time you request to make the payment.

PAYMENT CHART		
Account Balance		**Minimum PMT $**
From	**To**	
–	$5.98	100%
$5.99	$44.99	$5.99
$45.00	$69.99	$6.99
$70.00	$99.99	$7.99
$100.00	$124.99	$9.99
$125.00	$199.99	$13.99
$200.00	$249.99	$16.99
$250.00	$299.99	$19.99
$300.00	$349.99	$22.99
$350.00	$449.99	$28.99
$450.00	$549.99	$33.99
$550.00	$799.99	$46.99
$800.00	$1,099.99	$59.99
$1,100.00	$1,399.99	$69.99
$1,400.00		5%

How We Figure Periodic Interest Charges. To calculate the Interest Charge for each monthly statement we multiply the average daily balance times the monthly periodic rate. Your monthly periodic rate may vary each billing cycle. Certain purchases may be subject to a deferred interest promotion that permits you to avoid paying Interest Charges on those balances if repaid in full during the Deferral Period. Any Interest Charges that accrue during Deferral Periods that are charged to the account because the deferred balance is not paid in full during the Deferral Period will appear as Interest Charges on the statement following expiration of the Deferral Period (see Deferral Periods). If the total periodic Interest Charges for a month are less than $1.00 then we charge a minimum periodic Interest Charge of $1.00 which we will apply to the applicable balance (to the extent permitted by applicable law).

Average Daily Balance. We figure the interest charge on your Account by applying the monthly periodic rate to the Average Daily Balance of your Account, including current transactions. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new purchases on that day, and subtract any payments or credits we apply that day. We add interest charges to each feature on a monthly basis. We add other charges and fees, such as late fees, on the day that such charges or fees are posted to the Account. If your Account has an overall credit balance, we treat this as a $0 balance. Purchases subject to Deferral Periods described below are excluded from our calculation of the Average Daily Balance until the day following the expiration of the Deferral Period. This gives us the daily balance. Then we add up all the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

Variable APR. Your Annual Percentage Rate (APR) may vary and may increase. The APR is determined by adding 21.65% to the Prime Rate (also called the "Index Rate" and defined below). The monthly periodic rate is determined by dividing the APR by 12. An increase in your APR will not increase your scheduled monthly payment amount, but may increase the time required to repay your Account balance. The finance charges that are assessed, including the monthly periodic rate, will be in amounts or at rates that do not exceed those permitted by law. As of 09/16/2013 the APR is 24.9% which corresponds to a monthly periodic rate of 2.075%.

The Index Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of the Midwest Edition of the Wall Street Journal on the first day of your billing cycle or, if the Wall Street Journal was not published on that date, the most recent day on which it was published.

The amount of periodic interest charges and APRs are subject to change. See below under the heading "Change of Terms (including Interest Charges)."

When interest charges begin to accrue. Interest charges begin to accrue on each purchase on the date of the purchase. However, if you paid the new balance on your previous Statement by the payment due date shown on that statement, then: (1) if you pay the new balance on your current billing statement by the payment due date shown, we impose no interest charges on purchases during the current billing cycle, and (2) if you make a payment by the payment due date shown on your current statement that is less than the new balance, we will credit that payment as of the first day in your current billing cycle. In addition, if your previous Statement reflected a new balance and you did not pay that new balance in full by the payment due date on that previous statement, then we will not impose interest charges on any purchases during the current billing cycle if you pay the new balance shown on your current Statement by the payment due date reflected on that current Statement.

Deferral Periods. From time to time, we may offer you the opportunity to enter into promotions. When you make a purchase under a special promotion, it will be identified on your Statements. Each Statement will contain a summary of all deferred purchases, including the unpaid principal balances, any accrued or assessed interest charges and the dates until which payments or interest charges are deferred. The special deferral terms apply to a purchase for a specified period of time, which we will call the "Deferral Period". When you make a deferred purchase, the Deferral Period will be disclosed to you. These special promotions are made available at our discretion, are subject to credit approval, are not available for all purchases and cannot be changed by customer request. There are currently three types of special promotions, although we may add more or remove any of them at any time.

A. No Payments Option: Monthly payments on the deferred purchase are not required during the Deferral Period. Interest will be assessed at the monthly periodic rate in effect on your deferred purchase from the date of purchase. Interest assessed during the Deferral Period will be added to your deferred balance, regardless if you pay off your deferred balance before the expiration of the Deferral Period. The amount of your deferred purchase(s) is/are not considered when we calculate your minimum monthly payment. We do consider your deferred purchase(s) for purposes of determining your available credit.

B. No Payments and No Interest Option: Monthly payments on the deferred purchase are not required during the Deferral Period, but will be required after the Deferral Period ends. If you pay the entire deferred purchase in full on or before the last day of the Deferral Period, you pay no interest in connection with your deferred purchase. However, interest on the deferred purchase will be charged to your account at the monthly periodic rate in effect each month from the date of purchase if the deferred purchase balance is not paid in full by the last day of the Deferral Period. As of and after the expiration of the Deferral Period, the monthly periodic rate in effect according to your account terms will apply to the remaining unpaid balance of your deferred purchase. During the Deferral Period, the amount of your deferred purchase(s) is/are not considered when we calculate your minimum monthly payment. We do consider your deferred purchase(s) for purposes of determining your available credit.

C. No Interest Option: You must make minimum monthly payments on the deferred purchase during the Deferral Period. If you pay the entire deferred purchase in full on or before the last day of the Deferral Period, you pay no interest in connection with your deferred purchase. However, interest on the deferred purchase will be charged to your account at the monthly periodic rate in effect each month from the date of purchase if the deferred purchase balance is not paid in full by the last day of the Deferral Period. As of and after the expiration of the Deferral Period, the monthly periodic rate in effect according to your account terms will apply to the remaining unpaid balance of your deferred purchase. During the Deferral Period, we include your deferred purchase(s) when we calculate your minimum monthly payment and for purposes of determining your available credit.

Late Fees. Late fees will be equal to your minimum payment due with a maximum amount of up to $25.00 for the first time offense and will increase to a maximum amount of $35.00 if you have not made your payment by the due date in each of your next 6 billing cycles (or to the extent permitted by applicable law). The late fee will never be greater than your minimum payment due to which the late fee relates.

Returned Payment Fees. Returned payment fees will be equal to your minimum payment with a maximum amount of up to $25.00 for the first time offense and will increase to a maximum amount of $30.00 if you have any returned payments in your next 6 billing cycles (or to the extent permitted by applicable law). The returned payment fee will never be greater than your most recent minimum payment due.

No Annual Account Fee. You are not charged a separate annual fee to maintain your Account.

Application of Payments. Each payment you send to us will be applied to your Account in a manner consistent with applicable law. Generally, we will apply your payment first to satisfy all minimum payments due. You may pay the entire balance on your Account at any time without incurring any additional charge for prepayment.

Change of Terms (including Interest Charges). Subject to applicable law, we may change or terminate any term of this Agreement or add new terms at any time, including, without limitation, adding or increasing fees, increasing your minimum payment and increasing the rate or amount of interest charges or changing the method of computing the balance upon which interest charges are assessed. Prior written notice will be provided to you when required by applicable law. Changes may apply to new and outstanding balances.

Default. You will be in default under this Agreement if: (a) you fail to make at least the minimum payment by the Payment Due Date specified on your Statement; (b) you violate any other provision of this Agreement; (c) you die; (d) you become the subject of bankruptcy or insolvency proceedings; (e) you or any part of your property becomes the object of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (f) you fail to provide to us any information we reasonably deem necessary; (g) you supply us with misleading, false, incomplete or incorrect information; (h) we receive information indicating that you are unable to perform the terms and conditions of this Agreement; (i) you move out of the United States; or (j) you use your Account in an unlawful manner. Upon default, we have the right to require you to pay your entire Account balance (including all deferred purchases and all accrued but unpaid charges) immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Following any default, any balances outstanding under this Agreement will continue to accrue interest charges until paid in full and will be subject to all the terms and conditions of this Agreement, except that we will apply your payments first to attorneys' fees and other court costs (to the extent permitted by applicable law), and then in the order set forth in the Application of Payments section.

Closing Your Account. We can close your Account at any time. You can cancel or close your Account at any time by writing to us at WebBank, Fingerhut Credit Account Services, P.O. Box 1250, St Cloud, MN 56395-1250. If we have issued you a card with your Account number, you must cut it in half and return it to us. You may not use your Account for any purchases after you cancel or close your Account. If you do not pay us in full when you cancel, your outstanding balances will continue to accrue interest charges and other charges, and will be subject to the terms and conditions of this Agreement.

Liability for Unauthorized Use/Lost or Stolen Account Numbers. If you notice the loss or theft of your Account number or a possible unauthorized use of your card, you should write to us immediately at WebBank, Fingerhut Credit Account Services, P.O. Box 1250, St Cloud, MN 56395-1250, or call as at 1-800-208-2500. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed $50. However, unauthorized use does not include use by a person whom you have given the Account number to or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority you must send us notice in writing.

Change of Name, Address, Telephone Number or Employment. Notify us immediately of any change in your name, mailing address, telephone number or place of employment. Send changes to: WebBank, Fingerhut Credit Account Services, P.O. Box 1250, St Cloud, MN 56395-1250.

Consent to Use of Telephone Numbers. You expressly consent to receiving calls and messages, including autodialed and prerecorded message calls, from WebBank, Fingerhut, their affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers).

Assignment of Account. We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

Reporting and Monitoring. 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. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that we may record your calls, and that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardholders.

Updated Financial and Other Information. Upon request, you agree to promptly give us accurate financial and other information about yourself. We may obtain information about you from credit bureaus or other third parties at any time. You agree that the information that you provide to us is accurate as of the date provided, and that if the information changes you will contact us with the notice of the change.

Governing Law/Enforceability. This Agreement and your Account will be governed by federal law applicable to a FDIC-insured institution and, to the extent permitted by law and not preempted by federal law, the law of Utah, without regard to its choice of law provisions. You agree that this Agreement is entered into between you and us, and received by us, in Utah and we extend credit to you from Utah, whether or not you live in Utah. We will make the decision whether to open an account for you based on criteria established in Utah. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable (except as specifically addressed in the Arbitration provision). Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future. This Agreement is a final expression of the agreement between you and us and this