

SUMMARY OF TERMS

Interest Rates and Interest Charges	
Annual percentage Rate (APR) for Purchases	25.9%
Paying Interest	You will be charged interest from the transaction posting date.
Minimum Interest Charge	If you are charged interest, the charge will not be less than \$0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Annual Fee	None
Penalty Fees <input type="checkbox"/> Late Payment <input type="checkbox"/> Returned Payment	Up to \$35 Up to \$35

How We Will Calculate Your Balance:We use a method called “average daily balance (including new purchases)”. See the Interest Charges section within this Account Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Your Billing Rights section of this Account Agreement.

HELZBERG DIAMONDS® PRIVATE ACCOUNT AGREEMENT

This Helzberg Diamonds Private Account Agreement (the “Agreement”) contains the terms and conditions under which Mid America Bank & Trust Company has agreed to establish a Helzberg Diamonds Private Account (“Account”) for you. Please read this Agreement carefully before using your Account. Your application for the Account and your use of the Account as discussed below constitute your agreement to the terms and conditions of this Agreement. Whenever stated in this Agreement that we may take certain described action, this permits us to do so in our sole discretion. Keep this Agreement for your records so you can refer to it if you have any questions regarding your Account. **This Agreement contains a binding arbitration provision. Please see the Arbitration and Litigation Section of this Agreement for details regarding mandatory arbitration and your right to opt-out of such arbitration.**

DEFINITIONS

“**Account**” means your Helzberg Diamonds Private Account.
“**Billing Cycle**” means a monthly billing period which begins on or about the same day each month.
“**Credit Limit**” means the maximum amount of credit we have approved for you on your Account which may be outstanding at any time.
“**Purchase**” means credit we extend to you on your Account when you present your Account number to purchase goods and/or services and we pay Helzberg Diamonds on your behalf for the transaction.
“**Statement**” means the periodic billing statement reflecting transactions and payments made on your Account. We will send you a Statement at the end of any Billing Cycle in which (i) we owe you, or you owe us, more than \$1; (ii) we impose any charge on your Account; or (iii) any payment, credit, or Purchase is posted to your Account.
“**Statement Closing Date**” means the last day of any Billing Cycle.
“**We,**” “**us,**” or “**our,**” refers to Mid America Bank & Trust Company, except as otherwise specifically provided in this Agreement.
“**You,**” and “**your**” refer to the person who applied for the Account.

USING YOUR ACCOUNT

Acceptance. You agree to the terms and conditions set forth in this Agreement when you (a) sign, use, or permit others to use the Account, (b) sign or permit others to sign sales slips, or (c) make or permit others to make purchases by telephone, internet, or any other means. You agree to use your Account in accordance with this Agreement. You agree to pay us for all amounts due on your Account.

Purchasing with your Account. You may use your Account to make Purchases. Each time you use your Account, you are requesting that we advance credit in the amount of the Purchase, which will also reduce your available credit by the amount of the Purchase. Any refund, adjustment or credit allowed with respect to a prior Purchase shall not be made in cash but rather shall be a credit to your Account. Purchases will require our authorization. You agree that neither we nor our agents shall be liable for refusing an authorization request. Your Account must only be used for lawful transactions.

Changes to this Agreement. The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you advance written notice of the change(s) and the right to reject the change(s). We will not charge any fee or interest charge that is prohibited by law.

Credit Limit. We will determine the available Credit Limit on your Account. You must keep your Account balance below your assigned Credit Limit. If you do not, you must immediately pay us the amount by which you have exceeded your Credit Limit. We may increase or decrease your Credit Limit without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to fourteen (14) calendar days. You can use your Account to make Purchases, so long as you do not exceed your Credit Limit and are in compliance with this Agreement.

Unauthorized Users. You must notify us immediately if you believe someone is using your Account without your permission.

FEES

Late Payment Fee. If we do not receive the Minimum Payment Due by the Closing Date of the Billing Cycle in which the Payment Due Date occurs and the amount past due on your Account is more than \$5, we will apply a Late Payment Fee to your Account. The Late Payment Fee is \$25 if we did not charge you a Late Payment Fee during any of the prior six (6) Billing Cycles. Otherwise, the Late Payment Fee is \$35. The Late Payment Fee will never exceed the amount of your most recently required Minimum Payment Due.

Returned Payment Fee. If any payment on your Account is returned to us unpaid for any reason, we will apply a Returned Payment Fee to your Account. The Returned Payment Fee is \$25 if we did not charge you a Returned Payment Fee during any of the prior six (6) Billing Cycles. Otherwise, the Returned Payment Fee is \$35. The Returned Payment Fee will never exceed the amount of your Minimum Payment Due and may be charged if a payment is not honored the first time it is presented, even if it is honored when subsequently presented.

Documentation Fee. If you request a copy of a Statement previously sent to you, we may charge to your Account a Documentation Fee of \$3 per Statement. We may also charge to your Account a Documentation Fee of \$10 for each copy of a sales ticket or other item you request that has previously posted to your Account. We will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under “Your Billing Rights - Keep This Document for Future Use”).

HOW WE CALCULATE YOUR INTEREST CHARGES; PERIODIC RATE; APR

Interest Charges. An Interest Charge on Purchases will be imposed from the date a Purchase is posted to your Account until it is paid in full. There is no grace period on Purchases. Please also see “Deferred Interest” below.

How we Calculate your Interest Charges. The Interest Charge on Purchases is calculated using the average daily balance method, including new purchases. Under this method, the Interest Charge for a Billing Cycle is computed by multiplying the “Average Daily Balance” for Purchases outstanding during the monthly Billing Cycle by the monthly Periodic Rate. The monthly Periodic Rate is calculated as set forth below. The Average Daily Balance is computed by taking the beginning balance of your Account on each day, adding new Purchases, and subtracting any payments or credits to get each day’s daily balance. The daily balances are then added together and divided by the number of days in the Billing Cycle to arrive at the Average Daily Balance.

Periodic Rate. To calculate Interest Charges, we multiply the average daily balance by the monthly Periodic Rate. The monthly Periodic Rate is calculated by dividing the ANNUAL PERCENTAGE RATE by 12 months. For purposes of this Agreement, the ANNUAL PERCENTAGE RATE (APR) is **25.9%**, which corresponds to a monthly Periodic Rate of 2.158%.

Minimum Interest Charge. In any Billing Cycle in which you are subject to an Interest Charge and the Interest Charge as computed above is less than \$.50 you will be billed a minimum Interest Charge of \$0.50.

Deferred Interest. Interest Charges on Purchases made under the Account will be deferred for the first six (6) months following the initial transaction date (the “Deferred Interest Period”). Each Purchase charged to your Account will accrue Interest Charges, but we will not charge the applicable Interest Charges to your Account if the Purchase is paid for in full before the end of the Deferred Interest Period. The Deferred Interest Period will end when one or more of the following events occur: (i) six (6) months from the Purchase date; (ii) your Account becomes more than 180 days past

due; or (iii) your Account is charged off for any reason. Interest Charges will accrue during the Deferred Interest Period at an APR of **25.9%**, and we will charge such Interest Charges to your Account if you do not pay the Purchase balance in full before the end of the Deferred Interest Period. You must make each monthly Minimum Payment Due during the Deferred Interest Period. Your Statement will include your Minimum Payment Due and will help you keep track of your Purchase balance(s) and any Deferred Interest Period(s). By paying only the Minimum Payment Due, you may not pay off your Purchase balance within the Deferred Interest Period. You may have to make additional or increased payments during the Deferred Interest Period to avoid having to pay all accrued Interest Charges.

STATEMENTS and PAYMENTS

Statements. The Statements we send you will reflect Purchases, Interest Charges, other fees and charges, payments and credits posted to your Account during the Billing Cycle. The Statements will also show your Minimum Payment Due and Payment Due Date. The information contained on the Statement will be deemed to be correct unless you advise us of an error; in writing, within sixty (60) days after we have sent you the first Statement on which the error or problem appeared. To report a possible error, please follow the directions set forth in the “Your Billing Rights” section within this Agreement.

Minimum Payment Due. You may pay your Account balance at any time without penalty. Whenever a balance is due, you must pay at least the required Minimum Payment Due, which we must receive on or before the Payment Due Date shown on the Statement. The Payment Due Date will be at least twenty- five (25) days from the Billing Cycle’s Statement Closing Date. The Minimum Payment Due in any Billing Cycle will be an amount determined based upon the number and amount of outstanding Purchases, the financing plan selected for each Purchase, plus any fees, past due, or overlimit amounts due on the Account. At your election and depending on the amount of the Purchase, the applicable financing plan for a Purchase may equal twelve (12), twenty-four (24) or thirty-six (36) months.

Crediting Payments. Payment must be made by check or other negotiable instrument payable to us in U.S. Dollars. Do not send cash through the mail. Payment made through the mail in the form of third-party checks may not be accepted, and all checks or negotiable instruments must be payable at a domestic bank or at a domestic office of a foreign bank. Payments will be credited as of date of receipt provided that you (a) send the payment coupon included with your Statement in the same envelope with your payment, (b) you include your Account number on your payment, and (c) your payment arrives at the payment address indicated on the payment coupon in our processing center by 5:00 p.m. Eastern Time. If your Payment Due Date occurs on a day on which we do not receive payments, any payment received the next day on which we receive payments which conforms to the above requirements will not be treated as late. Please allow at least seven (7) days for postal delivery. Payments received at any other location or in any other form might not be credited for up to five (5) business days.

Irregular Payments with Restrictive Words, Conditions or Instructions. We may accept late payments or partial payments or checks and money orders marked “payment in full” without waiving any of our rights under this Agreement. Payments should not be made by post-dated check. If we receive payment by post-dated check, we may deposit it and shall have no liability if it is posted or collected prior to the date which appears on the check.

Payment Processing. We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account balance as necessary to correct errors, to process returned and reversed payments, and to handle similar issues. When

you send us a personal check, you authorize us to process the check electronically. In addition, if a check we process in paper form is returned to us unpaid, you agree that we may re-present the returned check electronically. We will process your payment using the Automated Clearing House (ACH) system. Electronically processed checks (and checks presented electronically) are not returned to you by your bank. We will retain an image of your electronically processed check as required by law. We will provide you with a copy of your electronically processed check upon your request. Please contact the Customer Service Department at the telephone number on your Statement to learn about other payment options if you prefer not to have your check used in this way. In the ordinary course of business, your check will not be provided to you with your Statement; however, a copy can be retrieved by contacting your financial institution.

How We Apply Your Payments. For each Billing Cycle, we will allocate payment amounts up to your Minimum Payment Due to charges and principal due (including new transactions) in any manner we determine in accordance with applicable law, and the application of payments may change from time to time. For each Billing Cycle, to the extent your payments exceed your Minimum Payment Due, we will apply the excess amount in the order required by applicable law. During the last two Billing Cycles of a Deferred Interest Period, if you have an outstanding balance subject to deferred interest, we will apply the excess amount to the deferred interest balance.

CONTACT US

Unless we tell you otherwise, you can contact us regarding your Account:

- by phone at 1-877-722-1741
- in writing to:

Helzberg Diamonds Private Account
P.O. Box 4477
Beaverton, OR 97076-4477

When writing, please include your name, address, home phone number and Account number. You must contact us within fifteen (15) days of changing your e-mail address, mailing address or phone number.

OTHER IMPORTANT TERMS AND INFORMATION

Cancellation/Terminating Credit. You may cancel your Account at any time by writing to us at the address set forth in the CONTACT US section. In the event of cancellation or termination of your Account, you will remain responsible for any amount you owe us under this Agreement. Your Account may be automatically canceled if you fail to abide by the repayment terms of this Agreement. We can terminate your Account at any time and for any reason without advance notice. If we do, we will notify you in writing after the termination. If your Account is terminated, by you or by us, you will remain liable for any balance due on the Account, and any Interest Charges, fees or other charges will continue to be imposed at the rates specified in this Agreement until all sums you owe are paid in full.

Default. You will be in default of this Agreement thirty-one (31) days after any of the following occur: (a) you do not make a Minimum Payment Due on your Account on or before the Payment Due Date, you incur charges for Purchases which exceed your maximum authorized Credit Limit, or you otherwise fail to comply with the terms of this Agreement; (b) you become insolvent or file bankruptcy; (c) you provide us with or have provided us with false or misleading information or signatures at any time; (d) any judgment, attachment or execution is issued against you or your property; (e) you die or become legally incompetent; or (f) we reasonably deem our prospect of repayment to be materially impaired. Whether or not you are in default, we may immediately terminate this Agreement without first giving notice to you. You agree to pay us all amounts due in accordance with this Agreement including Interest Charges and other fees and charges as provided in this Agreement until all sums you owe are paid

in full. If your Account is in default, we have all rights and remedies provided by law including demanding immediate payment in full of your Account, initiating collection activity, and using any legal means we deem

necessary. If we waive a default, we do not waive the right to declare the same or another event occurring later as a default of your Account. If we start collection proceedings to recover amounts you owe us under this Agreement, you agree to pay all of our costs, expenses, and attorney’s fees except to the extent the payment by you of such costs, expenses, or fees is prohibited by law.

Security Interests. You acknowledge and agree that by using your Account to make Purchases, you grant us a purchase money security interest in the goods purchased under your Account.

No Responsibility. We will not be responsible for merchandise or services purchased through the use of your Account. We have no liability to you other than as placed on us by law. We will meet our duty to care for your Account if we comply with reasonable banking procedures. Our mere clerical error or honest mistake will not be considered a failure to perform any of our obligations.

Severability. If any provision of this Agreement is invalid or unenforceable under any law, rule or regulations, such provision shall be considered changed to the extent necessary to comply with the law. The validity or enforceability of any other provision of this Agreement shall not be affected.

Binding Effect. Any Purchase made on your Account and occurring before we receive actual written notice of your default or incompetency will be a valid and binding Account obligation upon you, your estate and your personal representative.

Notice. Any notices we send you will be considered effective when it is delivered personally to you or mailed, postage prepaid, to the last address we have for you in our records. Notice from you will be considered effective when we receive it at the address shown on your Statement or at P.O. Box 4477, Beaverton, OR 97076-4477.

Our Communication with you. We may monitor and/or record telephone calls regarding your Account to verify information and assure the quality of our service. If you provide a telephone number to us, you authorize us and any other servicer of your Account to contact you about your Account at any contact number or other means of communication you provide, including communications to a cell phone and communications using an automatic telephone dialing system or an artificial or prerecorded message.

Our Privacy Policy. You will receive a copy of our privacy policy when you open your Account. Please read it carefully. It summarizes the personal information we collect, how we safeguard its confidentiality and security, when it may be shared with others and how you can limit our sharing of this information.

Monitoring and Reporting to Credit Reporting Agencies. You authorize us to check your credit history at any time to determine your eligibility or continued eligibility for the Account or any renewal or future extension of credit. You authorize your employer, bank and any other references listed to release and/or verify information to us and our affiliates in order to determine your eligibility for the Account and any renewal or future extension of credit.

We may report to credit reporting agencies. Late payments, missed payments or other defaults on your Account may be reflected on your credit report. If you believe that information we reported is inaccurate or incomplete please write us. Include your name, address, home phone number and Account number.

Governing Law. This Agreement will be governed by the law of the State of Missouri as provided by MRS sec § 408.145 and federal law to the extent it applies. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. The other provisions of this Agreement shall not be affected.

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

Entire Agreement. This Agreement is a final expression of the agreement between Mid America Bank & Trust Company and you. The Agreement may not be contradicted by evidence of any alleged oral agreement.

ARBITRATION AND LITIGATION

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT UNLESS YOU ELECT TO OPT-OUT IN THE MANNER DESCRIBED BELOW, ALL DISPUTES ARISING OUT OF OR CONNECTED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, PROVIDED THAT EITHER YOU OR WE MAY BRING A CLAIM IN SMALL CLAIMS COURT. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Parties and Matters Subject to Arbitration. "Arbitration" is a means of having an independent third party resolve a Claim. A "Claim" is any dispute or controversy of any kind between you and us. The term Claim is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief or declaratory relief). A Claim includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this Agreement or Arbitration Provision. For purposes of this Provision, the terms "you" and "your" include any person authorized to use the Account and also includes your heirs, guardian, personal representative or trustee in bankruptcy. The terms "we," "our," and "us" include our employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Agreement to Arbitrate. Any Claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved and settled exclusively and finally by binding arbitration, in accordance with this Provision. Binding arbitration shall not be required, however, for collection actions by us relating to your Account. Furthermore, both you and we retain the right to pursue in a small claims court any Claim that is within the court's jurisdiction, provided the Claim proceeds on an individual basis.

However, only a court of law, not an arbitrator, shall determine the validity and effect of this Provision's prohibition of class arbitration. For any Claims covered by this Provision, the party who asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party.

Choice of Arbitrator. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association or JAMS (formerly known as Judicial Arbitration and Mediation Services, Inc.). If you claim you have a Claim with us, but you do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows

American Arbitration Association 335 Madison Avenue, Floor 10 New York, NY 10017-4605
Website: www.adr.org

JAMS
1920 Main Street, Suite 300
Irvine, CA 92614
Website: www.jamsadr.com

The policies and procedures of the selected arbitration firm will apply provided that these are consistent with this Provision. To the extent the arbitration firm's rules or procedures are different than the terms of this Provision, the terms of this Provision will apply.

If neither arbitration firm listed in this agreement is available to resolve the Claim, you and we may each select a local arbitrator. The local arbitrators selected by you and us shall then agree upon the selection of another arbitrator who will hear and resolve the Claim. The arbitrator selected to resolve the Claim must be an attorney with at least ten (10) years' experience, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. Notwithstanding the foregoing, no party or local arbitrator may select an arbitrator who refuses to enforce an arbitration agreement containing a class-action waiver, because you and we have in this Provision waived any right to arbitrate a dispute on a class-action, representative-action, or consolidated basis.

Voluntary Waiver of the Right to a Jury Trial and Class Action Participation. As a result of this Provision, neither you nor we have the right to litigate any Claim in court or the right to a jury trial on any Claim. YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT YOU MAY HAVE TO GO TO COURT OR TO HAVE A JURY TRIAL. FURTHERMORE, NEITHER YOU NOR WE MAY SERVE AS A REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. SIMILARLY, NEITHER YOU NOR WE MAY PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN A LAWSUIT OF ANY CLAIM.

Prohibition of Class Arbitration. All Claims shall be resolved by binding arbitration on an individual basis. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. Therefore, the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Claims. UNDER THIS ARBITRATION PROVISION THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS BASIS. Arbitration will only be conducted on an individual Claim basis and there is no right or authority to consolidate or join any of your Claims with any other Claims. YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION UNDER

THIS PROVISION.

Governing Law. This Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. 1-16, as it may be amended. The arbitrator will apply applicable federal and Missouri substantive law and the terms of this Agreement. The arbitrator must apply the terms of this Provision, including without limitation the waiver of class-wide arbitration. The arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

Expenses. If you initiate the arbitration, you will be responsible for the first \$50 of filing fees and other costs or fees, and we will pay the balance of the filing fee and any costs or fees charged by the arbitrator above the first \$50. If you cannot afford to pay the first \$50, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the same city as the United States District Court closest to your then current mailing address.

Small Claims Court. All parties, including related third parties, shall retain the right to seek adjudication in a small claims court for Claims within the scope of such court's jurisdiction. Any Claim, which cannot be adjudicated within the jurisdiction of a small claims court, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration de novo (i.e. upon a fresh review of the facts).

Binding Effect and Survival. You and we agree that, except as specifically provided for above, the arbitrator's decision will be final and binding on all parties subject to this Provision. This Provision is binding upon you, us, and the heirs, successors, assigns, and related third parties of you and us. This Provision shall survive (i) termination or changes in this Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity.

Severability. If any portion of this Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, such a finding shall not invalidate any remaining portion of this Provision, the Agreement, or any other agreement entered into by you with us. However, the prohibition on class arbitration is not severable from the remainder of this Provision. In the event that a court deems the prohibition on class arbitration to be invalid and unenforceable, any subsequent class action or representative proceeding shall be in a court of law and will not be subject to binding arbitration.

Right to Opt-Out. If you do not wish to agree to arbitrate all Claims in accordance with the terms and conditions of this section, you must advise us in writing at the following address within 30 days of receiving this Agreement: Helzberg Diamonds Private Account, P.O. Box 4499, Beaverton, OR 97076-4499. Clearly print or type your name and Account number and state that you reject arbitration. You must give written notice, and it is not sufficient to telephone us. Send only your notice to reject arbitration; do not include the notice with other correspondence to us. We must receive your letter at the above address within 30 days after the date this Agreement was provided to you or your rejection of arbitration will not be effective.

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:

Helzberg Diamonds Private Account
P.O. Box 4499
Beaverton, OR 97076-4499

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 \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Account Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Account, 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 \$50.00. (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 Account for the Purchase.
- (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:

Helzberg Diamonds Private Account
P.O. Box 4499
Beaverton, OR 97076-4499

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.

STATE DISCLOSURES

California Residents: A married applicant may apply for a separate Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Account up to the Credit Limit of the Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Kentucky Residents: You may pay the unpaid balance of your Account in whole or in part at any time.

Maine Residents: Credit insurance provided herein is voluntary and you have the right to cancel such credit insurance at any time.

New York and Vermont Residents: Mid America Bank & Trust Company may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we (Mid America Bank & Trust Company) will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-800-518-8866) to obtain a comparative list of credit card rates, fees and grace periods.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer 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, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of that provision.

IMPORTANT ACCOUNT INFORMATION REGARDING YOUR

HELZBERG DIAMONDS[®] PRIVATE ACCOUNT

Terms & Conditions

