Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**22.98%**. This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**28.99%** This APR may be applied to your account if you fail to pay all or part of your minimum payment due by the payment due date for three consecutive billing periods. **How Long Will the Penalty APR Apply?:** If your APR is increased for this reason, the Penalty APR will apply until such time as any delinquency is cured and you then make six consecutive payments when due.
How to Avoid Paying Interest on Purchases	Your due date is 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at **http://www.federalreserve.gov/creditcard**.

Fees	
Set up and Maintenance Fees • Annual Fee	**None**
Penalty Fees • Late Payment • Returned Payment	Up to **$35** Up to **$25**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

CHANGES. We may add, change or delete the terms of your Account and the corresponding Credit Card Agreement (including, but not limited to, Annual Percentage Rate and other significant changes). If notice is required, it will be mailed to you at least forty-five (45) days prior to the effective date of the change.

Notice may also include a statement of your right to cancel the account prior to the effective date of the change.

The information about the costs of the account described in this application is accurate as of December 21, 2011. This information may have changed after that date. To find out what may have changed, please write us at World Financial Capital Bank (WFCB), PO Box 183003 Columbus, Ohio 43218-3003.

You agree that a credit report may be used in making the credit granting decision.

IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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. **California Residents:** If you are married, you may apply for a separate account. **New York Residents:** A consumer credit report may be ordered in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. 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. **Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with the processing of an application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. **Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, World Financial Network National Bank, unless the Bank, 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 Bank is incurred.

Customers Receiving Preapproved Credit Offers: You may have been selected for a pre-approved credit card account offer from World Financial Capital Bank ("Bank") based upon the information in your credit report which satisfied the Bank's criteria for creditworthiness. You must respond by the expiration date of the offer. Credit may not be extended if after you respond, (i) we find that you do not meet the criteria for creditworthiness used to select you for this offer; (ii) you are below the age required to create a valid contract; (iii) we determine that you have fraudulently altered the information provided to us; or (iv) we receive your response to this offer after such offer has expired.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE below for more information about prescreened offers.

PRESCREEN & OPT-OUT NOTICE: *This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-567-8688; or write: Experian, PO Box 919, Allen, TX 75013; TransUnion, PO Box 97328, Jackson, MS 39288; Equifax, PO Box 740123, Atlanta, GA 30374.*

Should you later decide that you do wish to receive preapproved offers, you may remove the prohibition on use of your credit report information by notifying the above agencies.

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WORLD FINANCIAL CAPITAL BANK
SPRINGSTONE ACCOUNT AGREEMENT

This is your Agreement with World Financial Capital Bank for customers of Springstone Financial LLC through participating Springstone Providers. It covers the use of your account with us. This Agreement may include information about promotional Credit Plans. Any information about such Plans will be included in the form of an insert, attachment, or other written information provided as part of or with this Agreement. Please read this Agreement and keep it for your records.

1. Definitions. In this Agreement, "We," "Us," and "Our" mean World Financial Capital Bank. "You" and "Your" mean each person who signs an application for, or otherwise requests, an account with us. "Account" means your account with us. "Credit Plan" means one or more payment program options that Springstone Financial may ask us to offer from time to time.

2. Your Promise to Us.

A. You agree to the terms of this Agreement. You promise to do everything this Agreement requires of you. You will be legally bound by this Agreement if you sign an application to obtain credit from us, or if you sign a charge slip, or if you use or permit someone else to use the credit provided.

Further you understand and agree that:

- Bank's relationship with you is solely one of Account Provider/Accountholder;
- Bank is not liable for any negligence or other acts of any Provider of medical goods or services contemplated under this Account;
- Bank is not liable for the quality of any good or service purchased using the Account;
- Bank is not affiliated with any provider of medical goods or services;
- Bank does not endorse any provider, good or service;
- Bank does not provide, nor does its extension of credit constitute, medical or other type of advice or counsel.

B. If the Account is a joint Account, you and the joint Account holder each will be bound by this Agreement and each of you will be jointly and individually responsible for repaying all amounts due under this Agreement.

C. Any authorized user of your Account will, by such use of the Account, be bound by the terms of this Agreement. If you want to cancel the authorized or permitted use of your Account by another person, you may either write us at the address or call us at the telephone number shown on your Statement. You understand and agree that we will be unable to determine whether any particular transaction on your Account has been conducted by you, your joint Account holder or the authorized user or if the transaction by the authorized user was indeed authorized by you or made for your benefit. You agree to pay for all transactions made on your Account by an authorized user whether or not such transactions were in fact duly authorized by you or made for your benefit.

D. If you fail to comply with any of the terms of this Agreement, we may declare all amounts you owe to be immediately due and payable, prohibit further transactions on your Account, and revoke any privileges associated with the Account.

3. Method of Payment.

You may pay your Account by sending your personal check, payable in U.S. dollars, to the name and address shown on your Statement. Payments are considered received when posted to your Account in the state in which the WFCB main office is located. You must include your payment stub. Do not send cash. If any payment does not conform to these requirements, the payment may not be credited to your Account for up to five days, or may be rejected. Any check marked "payment in full" or with similar terms must be sent to a separate address specified on your Statement. We can accept such checks or late or partial payments without losing our right to receive the full amount owing on your Account.

4. Credit Plans.

Your Account may consist of a non-promotional Credit Plan and one or more promotional Credit Plans. We may offer different promotional Credit Plans from time to time. If a promotional Credit Plan is offered at the time you open your account, this Agreement will include information about the terms for

the Plan (which may include the Daily Periodic Rate, the ANNUAL PERCENTAGE RATE, and/or the minimum payment amount), by use of an insert, attachment, or other written information provided as part of or with this Agreement. Normal late payment charges, returned check charges and all other provisions apply to any promotional Credit Plan unless inconsistent with a particular Credit Plan offering. The promotional Credit Plan period will end and the promotional Credit Plan balance will be transferred to your non-promotional Regular Revolving balance if the promotional Credit Plan purchase is not paid in full before the promotional period ends. The types of Credit Plans offered and the particular features (including but not limited to minimum purchase requirements, Minimum Payment, etc.) of such Credit Plans may vary from time to time at our discretion and may include one or more of the following: Regular Revolving or Promotional Credit Plans. The Regular Revolving Credit Plans are your non-promotional purchases using the Account. The Promotional Credit Plans may include: Waive Interest, Payment Required; Waive Interest, Equal Payment; Waive Interest, Low Payment; Defer Interest, Equal Payment; Defer Interest, Payment Required; Budget Pay; Defer Interest, Low Payment. (Please see section 12 for explanation for how Finance Charges are calculated for each Plan.)

5. Skip-Payment Option.

At our sole option, we may allow you to skip making the Minimum Payment on certain Billing Periods. During the skip-payment period Finance Charges will be assessed but no late fee will be imposed. At the end of the skip-payment period, all terms of this Agreement that would have applied, were it not for the skip-payment feature, will automatically resume without notice.

6. Credit Limit.

Your Credit Limit is the total maximum amount we allow you to owe us at any time. You may not exceed any credit limit that we set for your Account. If you do use the Account for more than your Credit Limit, we can still charge you for all purchases, Finance Charges and other charges without giving up any of our rights under this Agreement. We may change your Credit Limit at any time.

7. How to Cancel Your Account. You may cancel your Account at any time. Send us a letter telling us you want to cancel your Account. Even if you cancel your Account, you still must pay the full amount you owe us and comply with the terms of this Agreement.

8. We Have the Right to Cancel Your Account. We may cancel your Account at any time for any reason. We also may cancel any of the Credit Plans at any time for any reason. You still must pay the full amount you owe us and comply with the terms of this Agreement.

9. Payments; Minimum Payment. You may pay all of your Account balance at any time without penalty. You must pay us at least the Minimum Payment Due for each Billing Period by the Payment Due Date shown on your Statement. The Minimum Payment will be the total of the minimum payments for the Regular Revolving and Promotional Credit Plans (as described in Section 4 of your Account Agreement), plus any past due amounts. The minimum payments for the Regular Revolving and Promotional Credit Plans (except for Waive Interest, Equal Payment; Defer Interest, Equal Payment; Waive Interest, Low Payment; Defer Interest, Low Payment and Budget Pay) will be the greater of: (a) $5.00; or (b) 4.00% (rounded to the nearest $1.00) of the New Balance shown on your Statement for that Credit Plan. The minimum payment for the Waive Interest, Equal Payment and Defer Interest, Equal Payment Credit Plans will be the amount of the purchase divided by the number of months between the date of the purchase and the promotional period end date (minimum $5.00) rounded up to the nearest whole dollar. The minimum payment for the Waive Interest, Low Payment and Defer Interest, Low Payment will be the greater of: (a) $5.00 or (b) 1% (rounded to the nearest $1.00) of the New Balance shown on your Statement for that Credit Plan. However, the total minimum payment due on your account will not be less than $25.00. If your Account balance is less than $25.00, you must pay your Account balance in full. The minimum payment for the Budget Pay Credit Plans is a predetermined payment amount solely based on the purchase amount. The payment associated with the Budget Pay Plan will determine the length of the payment period. Your Statement will tell you how much your Minimum Payment must be.

10. Application of Payments.
We reserve the right to apply payments equal to or less than the required minimum amount in a manner of our choosing, which may result in balances subject to lower interest rates being paid prior to other balances. This may result in higher interest charges. Any payment you make in excess of the required Minimum Payment Due will be allocated to your Account as required by applicable law. However, excess payments received before a deferred interest promotion expires are applied to the deferred interest promotional balance first in the last two billing cycles of the promotional period.
11. Statements; Billing Periods.
If your Account has a balance, we will send you a Statement at the end of each Billing Period. We send only one Statement for your Account. The Statement will show your: Statement Closing Date, Previous Balance, Payments and Credits, Charges, Finance Charge, Payment Due Date, New Balance and Minimum Payment. Billing Period means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement. We may change your Billing Period as permitted by law at any time for our own convenience.
12. Finance Charges.
A. If you make a purchase under a Regular Revolving Credit Plan, no Finance Charges will be imposed in any Billing Period in which (i) there is no Previous Balance or (ii) payments received and credits issued by the Payment Due Date, which is 25 days after the Statement Closing Date shown on your last Statement, equal or exceed the Previous Balance. If the New Balance shown on your last Statement is not satisfied in full by the Payment Due Date shown on your last Statement, there will be a Finance Charge on each purchase from the date of purchase.
B. If you make a purchase under any of the following Promotional Credit Plans: Waive Interest, Payment Required; Waive Interest, Equal Payment and Waive Interest, Low Payment we will not charge Finance Charges on the purchase if you pay the total amount of the purchase before the end of the promotional period. If you do not pay the total amount of the purchase before the end of the promotional period, we will add the amount of the purchase to your Regular Revolving balance and will begin to charge Finance Charges on the purchase from the first day after the promotional period ends. For any Waive Interest Plan that ends, we will add the remaining amount of the plan to your Regular Revolving balance and will begin to charge Finance Charges.
If you make a purchase under a Defer Interest, Payment Required; Defer Interest, Equal Payment or Defer Interest, Low Payment Credit Plan we will add the amount of Finance Charges that have accrued from the date of purchase through and including the last day of the promotional period to your Regular Revolving balance if you do not pay the total amount of the purchase before the end of the promotional period. For any Defer Interest Plan that ends , we will add the remaining amount of the plan and the amount of Finance Charges that have accrued from the date of purchase through and including the last day of the promotional period to your Regular Revolving balance.
C. We figure Finance Charges on your Account separately for each Credit Plan. For each Billing Period, we use a “Daily Balance” to figure Finance Charges on your Account. This is how we figure the “Daily Balance” each day:
1. We start with the beginning balance on your Account each day (including unpaid Finance Charges and fees).
2. We subtract any payments or credit adjustments and add any new purchases and debit adjustments posted as of that day. This gives us the "Partial Daily Balance" for the day.
3. We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate of Finance Charge to obtain the "Daily Finance Charge" for the day and add it to the day's Partial Daily Balance. This gives us the "Daily Balance", which will be the beginning balance for the following day.
At the end of each Billing Period, we add together each Credit Plan's Daily Finance Charge for each day in the Billing Period to get the total Account Finance Charge for the Billing Period.
Your Statement will show an Average Daily Balance, which is the sum of the Partial Daily Balance for each day in the Billing Period divided by the number of days in the Billing Period.

D. The Daily Periodic Rate of ***FINANCE CHARGE*** applicable to your Account will be computed by adding 19.73% to the value of an "Index," and dividing by 365 (The corresponding ***ANNUAL PERCENTAGE RATE*** will be the Index plus 19.73%). The Index in effect for each Billing Period shall be the highest "Prime Rate" of interest as published in the "Money Rates" section of *The Wall Street Journal* for the calendar month preceding the month in which the Billing Period begins, rounded upward, if necessary, to the nearest .001% ("Index"). The corresponding ***ANNUAL PERCENTAGE RATE*** will not increase above ***28.99%***. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge and may increase the amount of your minimum payment due. The Daily Periodic Rate of ***FINANCE CHARGE*** applicable to your Account for Budget Pay Credit Plan purchases is ***0.04928%*** (corresponding ***ANNUAL PERCENTAGE RATE*** is ***17.99%***).

E. We will charge you a minimum ***FINANCE CHARGE*** of ***$1.00*** per credit plan for any Billing Period in which a Finance Charge is due.

F. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. If this Agreement accompanies the Welcome Letter for your new account, the current initial Daily Periodic Rate of ***FINANCE CHARGE*** and corresponding ***ANNUAL PERCENTAGE RATE*** are indicated on the notice and are incorporated herein by reference. As of December 21, 2011, the initial Daily Periodic Rate of ***FINANCE CHARGE***, was ***0.06295%***, and the corresponding initial ***ANNUAL PERCENTAGE RATE*** was ***22.98%***. This information may have changed after that date. To find out about changes in the information, call us at 1-866-954-9258 (TDD/TTY 1-888-819-1918) or write us at World Financial Capital Bank, PO Box 183003, Columbus, OH 43218-3003.

G. Penalty Rate. If you fail to pay all or part of your Minimum Payment Due (as described in Section 9) by the Payment Due Date shown on your Statement for three consecutive Billing Periods, we may apply a penalty Annual Percentage Rate ("Penalty Rate") to any existing balances on your Account, including any promotional purchases and all new purchases. We will provide you notice of this rate increase, when it will apply to your account, and for how long it will apply to your account, as required by applicable law. The Daily Periodic Rate of ***FINANCE CHARGE*** for the Penalty Rate is ***0.07942%*** (corresponding ***ANNUAL PERCENTAGE RATE*** is ***28.99%***). The Penalty Rate will apply to your Account until such time as any delinquency is cured and your account is kept in a current and satisfactory status for six (6) consecutive billing periods. On the seventh billing period the Penalty Rate will no longer apply and your Account will be subject to the Daily Periodic Rate of ***FINANCE CHARGE*** and corresponding ***ANNUAL PERCENTAGE RATE*** as described above in Section 12.D. If you fail to make your required minimum monthly payments during the Penalty period, the Penalty Rate will continue to apply. Your monthly statement will disclose the applicable Penalty Rate for the Billing Period and are incorporated herein by reference.

13. Other Fees and Charges.

You agree to pay (as interest) the following fees and charges:

A. Late Fee. We can charge you a late fee of up to $35.00, as allowed by law, if you do not pay us at least the Minimum Payment Due for each Billing Period or if we receive your payment after the Payment Due Date shown on your Billing Statement.

B. Returned Check Fee. We can charge you up to $25.00 for each check your bank returns to us for any reason. Although we may, we do not have to attempt to collect any check more than once.

C. Document Fee. If a copy of any Statement, sales draft or similar document is provided by us at your request (except in connection with billing error inquiries or resolution), we may charge the Account the following fee(s):

- Statement copy - $6.00
- Charge slip copy - $6.00
- Check/Money Order copy - $6.00

D. Alternative Payment Method Fee. We may offer alternative payment methods which would allow you to make individual, expedited payments to your Account over the telephone or through the internet. If you choose to use one of those payment methods, then we may assess the then current fee that we charge

for this service. At present, that fee is up to $15.00, but it may change. We will disclose the current fee to you (you may withdraw your request if you do not want to pay the fee) before you authorize any payment(s) through either of these alternative methods.

14. Immediate Payment.

We may tell you to pay the full amount you owe at once if you do not pay at least the Minimum Payment each time you receive a Statement. We will tell you in advance and/or give you an opportunity to cure your default only if applicable law requires us to do so.

15. Attorney Fees and Collection Costs.

As permitted under applicable law, you agree to pay the reasonable costs for collecting amounts due, including reasonable attorney's fees and court costs by us or by another person or entity.

16. Changes.

We may add, change or delete the terms of your Account (including, but not limited to, Annual Percentage Rate and other significant changes). If notice is required, it will be mailed to you at least forty-five (45) days prior to the effective date of the change. Notice may also include a statement of your right to cancel the account prior to the effective date of the change.

17. Security Interest.

You grant us a security interest in all goods that you purchase through the use of the Account now or at any time in the future and in all accessions to and proceeds of such goods. We hereby waive any security interest we may have in your principal dwelling to the extent that it would otherwise secure any obligation arising hereunder.

18. Governing Law.

THIS AGREEMENT IS GOVERNED BY UTAH AND APPLICABLE FEDERAL LAW. THIS IS THE LAW WE ARE SPEAKING OF WHEN WE REFER TO A TERM PERMITTED OR REQUIRED BY APPLICABLE LAW.

19. Transfer of Rights/Assignment.

Your rights under this Agreement cannot be transferred by you, by operation of law, or otherwise, but your obligations shall be binding upon your estate or personal representatives. We may transfer or assign your Account and/or this Agreement, or any of our rights under this Agreement, to another person or entity at any time without prior notice to you or your consent.

20. No Waiver of Rights.

We can delay enforcing our rights under this Agreement without losing them.

21. Severability.

If any provision of this Agreement is in conflict with applicable law, that provision will be considered to be modified to conform with applicable law.

22. Credit Reports.

You hereby authorize us to investigate your credit record. You agree that a credit report may be requested in connection with the processing of an application for credit, and subsequently in connection with any extension of credit, or any request to increase your credit limit, or any renewal or update of your Account, or to take collection action on the Account, or to investigate disputes regarding the Account. If you ask, we will tell you if credit reports were requested, and the name and address of any credit bureaus that provided the reports. You understand that we may report negative information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You hereby authorize us to furnish information concerning your Account to credit bureaus and other creditors, as well as to the retailer whose name appears on your Account.

Credit Report Disputes. If you believe the Account information we reported to a consumer reporting agency is inaccurate, you may write to us at the address provided on the credit report from the consumer reporting agency. Your written dispute must provide sufficient information to locate the account and why you believe the information is inaccurate. If available, provide a copy of the section of the credit report showing the account information you are disputing.

23. Credit Insurance (as applicable). Credit insurance is not required. If you have been accepted for credit insurance coverage, the premium charge will be added to your Account as a purchase on the last day of each Billing Period.

24. Debt Cancellation (as applicable). Your Purchase of Account Assure is optional. Whether or not you purchase Account Assure will not affect your application for credit or the terms of any existing credit agreement you have with World Financial Capital Bank. The monthly fee for Account Assure is based on the outstanding monthly balance on your account each month and will be added to your account statement. We will give you additional information before you are required to pay for Account Assure. This information will include a copy of the contract containing the terms and conditions governing Account Assure. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under Account Assure. You should carefully read the contract for a full explanation of the terms of Account Assure.

25. Communication Regarding Account.

Until your account is finally settled, you give direct consent to receive communications regarding your account to us, any servicers and any collectors of your account, through various means such as 1) any cell, landline, or text number that you provide, 2) any email address that you provide, 3) auto dialer systems, 4) recorded messages, and other forms of communications. Further, you agree that any such communications are not unsolicited for purposes of any state or federal law.

26. Telephone Monitoring.

As part of our continuing effort to maintain a high quality of service to our customers, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. Please inform all persons authorized to use this account, those acting on your behalf, or anyone making payments on this account, of this provision.

27. Customer Changes.

You must tell us at once if you change your name, address or employment.

28. Arbitration of Disputes.

In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between you and us arising from or relating to your Account, your application or registration, the relationship that results or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or we may elect to resolve the claim or dispute by binding arbitration.

IF EITHER OF YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNT HOLDERS WITH RESPECT TO OTHER ACCOUNTS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

We will not invoke our right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed $5,000. Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act ("FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, through either Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at www.jamsadr.com, toll-free at 1(800) 352-5267 or NAF at www.arb-forum.com, toll-free at 1(800) 474-2371. At your written request, we will advance any arbitration filing, administrative and hearing fees

which you would be required to pay to pursue a claim or dispute as a result of our electing to arbitrate that claim or dispute. Send requests to World Financial Capital Bank, 3100 Easton Square Place, Columbus, Ohio 43219, Attention: General Counsel. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your and our combined court costs would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statues of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds $100,000.00 any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of the outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

Our rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon our parent corporations, subsidiaries, affiliates (including, without limitation, Alliance Data Systems Corporation), predecessors, successors, assigns, as well as the officers, directors, and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with us or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration provision shall survive termination of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by use of your Account.

29. Customer Service.

For customer service, you can call toll-free: 1-866-954-9258 (TDD/TTY 1- 888-819-1918).

30. Using Your Account. Your Account may be used to make purchases from any of the following: participating Springstone providers and such other retailers as we may determine from time to time by notifying you via electronic mail, statement message, posting on a website or such other method as we may determine. We reserve the right not to honor particular transactions, which may include, without limitation, transactions related to gambling, ATM usage at casinos (if applicable through this program), and illegal activities.

Notice(s):

For Wisconsin Residents.

If you are married, please contact us immediately upon receipt of this Agreement at 1-866-954-9258 (TDD/TTY 1-888-819-1918) and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

For Bankruptcy Notifications:

All bankruptcy notices and related correspondence to WFCB should be sent to the following address: WFCB, Bankruptcy Department, PO Box 183043 Columbus, OH 43218-3043

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Your Billing Rights; Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill (Statement) is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at PO Box 182620 Columbus, OH 43218-2620. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account Number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges and we can apply any unpaid amount against your credit limit.

You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50.00 of the questioned amount, even if your bill was correct.

Special Rule for Account Purchases.

If you have a problem with the quality of property or services that you 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 property or services. There are two limitations on this right:

A. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

B. The purchase price must have been more than $50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

World Financial Capital Bank is a Comenity℠ company.

Salt Lake City, UT 84121

CCA - SSF - (11/11)