GE CAPITAL RETAIL BANK
SECTION I: RATES AND FEES TABLE
CREDIT CARD ACCOUNT AGREEMENT
PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**26.99%**
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. We will begin charging interest on promotional purchases on the purchase date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $2.

Fees	
Transaction Fees	
• Activation	**$29** (one-time fee charged at time first purchase posts to account)
Penalty Fees	
• Late Payment	Up to **$35**
• Returned Payment	Up to **$35**

How We Will Calculate Your Balance: We use a method called "daily balance". See your credit card account agreement for more details.

SECTION II: RATES, FEES AND PAYMENT INFORMATION OF THE GE CAPITAL RETAIL BANK CREDIT CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
Your Interest Rate	We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. The daily rate for purchases is .07394% (APR 26.99%). Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.
When We Charge Interest	We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below. • We will not charge you interest during a billing cycle on any non-promotional purchases if: 1. You had no balance at the start of the billing cycle; OR 2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. We always charge interest on promotional purchases and their related fees from the date you make the purchase. • We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to non-promotional purchases if: 1. You had no balance at the start of the previous billing cycle; OR 2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.
How We Calculate Interest	We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for more details on how this works. 1. How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Debt cancellation fees, if any, and late payment fees are treated as new purchases. 2. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies. 3. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1. 4. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle. We charge a minimum of $2.00 of interest in any billing cycle in which you owe interest. Interest, as calculated above, is added as applicable to each balance type. Minimum interest charges in excess of the calculated interest are treated as new purchases.

How Fees Work	
Late Payment Fee	We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to: 1. $25, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR 2. $35, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. The late payment fee will not be more than the total minimum payment that was due.
Activation Fee	We will charge this fee once at the time the first purchase posts to your account.
Returned Payment Fee	We will charge this fee if any check, other instrument, or electronic payment authorization you provide us in payment on your account, is not honored upon first presentment. We will charge this fee even if the check, instrument or electronic authorization is later honored. This fee is equal to: 1. $25, if your payments have been honored in each of the prior six billing cycles. OR 2. $35, if any payment has been dishonored upon first presentment in any one or more of the prior six billing cycles. The returned payment fee will not be more than the total minimum payment that was due.

Minimum Payment Calculation
Your total minimum payment is calculated as follows.

The sum of:
- a. The greater of either:
  - (i) $35; or
  - (ii) 2.5% of your highest new balance (excluding any balance attributable to any special promotional purchase with a unique payment calculation) since such balance was zero; or
  - (iii) $20 plus the interest, late payment fees and returned payment fees charged in the current billing cycle; PLUS
- b. Any past due amounts; PLUS
- c. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance

SECTION III: STANDARD PROVISIONS OF THE GE CAPITAL RETAIL BANK CREDIT CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and GE Capital Retail Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as “you” or “your”. GE Capital Retail Bank may be referred to as “we”, “us” or “our”.

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from dealers/merchants/retailers that accept the card.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 pm (ET) on the due date of each billing cycle. Payments received after 5 pm (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail, online or at certain dealers/merchants/retailers that accept the card and payments. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using and Sharing Your Information. When you applied for an account, you gave us, dealers/merchants/retailers that accept the card and program sponsors information about yourself that we could share with each other. Dealers/Merchants/Retailers that accept the card and program sponsors (and their respective affiliates) will use the information in connection with the credit program and for things like creating and updating their records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent to Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at GE Capital Retail Bank, P.O. Box 965036, Orlando, FL 32896-5036. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 866-396-8254. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

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

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- **What claims are subject to arbitration**
  1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or dealers/merchants/retailers that accept the card or program sponsors if it relates to your account, except as noted below.
  2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
  3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.
- **No Class Actions**
  YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
  If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.
- **How to start an arbitration, and the arbitration process**
  1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Capital Retail Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.

2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

- **Governing Law for Arbitration**
  This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

- **How to reject this section.**
  You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to GE Capital Retail Bank, P.O. Box 965034, Orlando, FL 32896-5034. This is the only way you can reject this section.

SECTION IV: OTHER IMPORTANT INFORMATION OF THE GE CAPITAL RETAIL BANK CREDIT CARD ACCOUNT AGREEMENT

This section of the agreement includes state notices, billing rights summary and rewards terms (if applicable) and is not required to be provided as part of the credit card agreement posted online or provided to the CFPB.