ARBITRATION PROVISION: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ALL DISPUTES, CLAIMS OR CONTROVERSIES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY 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.

AGREEMENT TO ARBITRATE: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any dispute, claim or controversy between you and us. To accomodate the right to arbitrate, you agree that you will neither assert, nor participate in, a class action or other representative action or proceeding relating to this Agreement, your account, your card or any other aspect of your relationship with us.

CANCELLING OR LIMITING YOUR CREDIT: We have the right at any time to limit or terminate the use of your Account, or to terminate this Agreement as it relates to future purchases, without giving you notice in advance. In addition, you agree that we may change your credit limit from time to time, based on changes in your credit capacity. You may terminate this Agreement at any time upon advance written notice to us but, if you do, you agree that you will remain obligated to pay the total balance due under the terms of your Agreement.

CREDIT CARD: You request a Credit Card from us if it is our practice to provide one. All Credit Cards issued to you remain our property and, if requested, you agree to return to us any Credit Card issued for your Account. You further agree to immediately notify us, orally or in writing, of the loss, theft or unauthorized use of your Credit Card. If notice is given orally, you will confirm it in writing. You may be liable for the unauthorized use of your Credit Card before you notify us in writing at Ashcroft & Oak, PO. Box 879, Matteson, IL 60443, or telephone us at 1-800-326-4116 of the loss, theft or unauthorized use. In any case your liability will not exceed $50.

CREDIT INVESTIGATION: You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, or extension of credit or reviewing or collecting the Account. Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

GOVERNING LAW/NOTICE OF CHANGE OF ADDRESS: This agreement is governed by federal law and the law of the state in which the Account was opened. You agree to notify us promptly in writing if you move. Until we receive written notice of your new address, we will continue to send monthly Statements and other notices to the address you gave on the application for this Account.

ASSIGNMENT: We may assign your Account and our rights under this Agreement at any time to any third party without further notice to you. If this Agreement is assigned, all of our rights under this Agreement will continue to apply to any assignee or holder of this Agreement.

TELEPHONE MONITORING: We treat every guest call confidentially. To ensure you receive accurate and courteous guest service, on occasion your call may be monitored by a second associate.

ENTIRE AGREEMENT: This is the entire Agreement between you and us and no oral changes can be made.

NOTICE TO MICHIGAN RESIDENTS: THE SELLER RETAINS A SECURITY INTEREST IN THE SUBJECT MATTER OF THIS AGREEMENT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER/CONSUMER: (a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES; (b) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN, KEEP IT TO PROTECT YOUR LEGAL RIGHTS; AND (c) YOU MAY PAY THE FULL BALANCE ON YOUR ACCOUNT AT ANY TIME AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

SELLER: Rogers Enterprises, Inc.
d/b/a Ashcroft & Oak Jewelers
P.O. Box 879
Matteson, IL 60443

NOTICE: See following notice for important information regarding your right to dispute billing errors.

BILLING RIGHTS SUMMARY

What to do if you think you find a mistake on your statement: If you think your bill is wrong, if there is an error on your statement or if you need more information about a transaction on your bill write us at Ashcroft & Oak P.O. Box 879 Matteson, IL 60443. We must hear from you no later than 60 days after you received the first bill on which the error or problem appeared. You must notify us of any potential mistakes or error in writing. You can telephone us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. 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, describe the error and explain, if you can, what you believe is wrong and why you believe it is an error. If you need information, describe the items you are unsure about.

While we are investigating whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

Your rights if you are dissatisfied with your credit card purchases: If you are dissatisfied with the goods or services that you purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the merchant who sold you the goods or services. If such is the case, all purchases will be covered, regardless of the amount or location of the purchase).
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the above criteria are met and you are still dissatisfied with the purchase, contact us in writing at: Ashcroft & Oak, PO Box 879 Matteson, IL 60443. 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.

PAYMENT REQUIREMENTS: You may, at any time, pay your total indebtedness (the New Balance) or any part of it, but you must pay at least the Minimum Payment Due as of the Payment Due Date shown on the front of your statement. Payments shall be made by check or money order and shall reference your account number. Payments may be made by mailing your payment to the address provided for payments on the front of this statement, via our website or by making a payment at any Ashcroft & Oak store location. Payments must be received by 5:00 p.m. on the Payment Due Date shown on the front of this statement.
Please be advised, if any payment received by Ashcroft & Oak does not conform to the requirements listed above, we have the right to take up to five days from receipt of such payment to credit it to your account.

CREDIT BALANCES: Any credit balance on your account (indicated by a "-" in the New Balance box) is money we owe you. You can make charges against this amount, or you may obtain a refund of the full amount by writing to the address indicated on the front of this statement. If we do not receive a written request from you to refund the credit balance, any remaining credit balance over $1.00 on your account will be refunded 90 days after the end of the billing period in which the credit balance first appears.

BALANCE COMPUTATION METHOD: The Balance Subject to Interest Rate was determined by the Average Daily Balance Method (excluding current transactions). Please call 1-800-326-4116 if you would like a detailed explanation of this method and how the resulting interest charges were determined.

OPEN YOUR

ASHCROFT & OAK
JEWELERS®

RETAIL ACCOUNT TODAY!

And enjoy these advantages…

- **Offers Convenient Monthly Payments**
- **Makes Budgeting Easier**
- **Makes you a Preferred Guest – Keeps you advised of Sale Items and Special Events**

ASHCROFT & OAK
JEWELERS®
Fulfilling Dreams and Creating Memories®

Retail Account Application

ASHCROFT & OAK
JEWELERS®
Fulfilling Dreams and Creating Memories®

ASHCROFT & OAK JEWELERS®

RETAIL ACCOUNT APPLICATION

OFFICE USE ONLY

STORE:			
ACCT. NO. 601801 *	SALE AMT.**	DOWN PMT./TRADE	NET SALE

STORE USE ONLY Identification Required: a valid photo ID and a second form of ID from ALL applicants.

Applicant Photo ID (check one) ☐ Driver's License ☐ Military ID ☐ State ID ☐ Passport	Photo ID#	Photo ID State	Expiration Date of Photo ID	ID Verified by:

APPLICANT - Please read the following before completing this form: (1) Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources disclosed herein in investigating the information given; (2) Applicant requests a Credit Card if it is our practice to provide one; (3) Married applicants may apply for an individual Account; (4) Applicant represents that this Account will only be used for personal, family or household purposes; (5)**Sale amount - this figure does not reflect the amount of credit applied for; it reflects purchase price of merchandise only. READ THE ATTACHED AGREEMENT AND SIGN BELOW BEFORE SUBMITTING YOUR APPLICATION.

APPLICANT

First Name	M.I.	Last Name	D.O.B.	SSN
Street Address		Apt. #	Do You: (Check One) ☐ Own ☐ Rent ☐ Other	Mortgage Company
City	State	Zip	How Long ____Yrs. ____Mos.	Home Phone ( )
E-Mail Address			Relative	Relative Phone ( )
Place of Employment	How Long ____Yrs. ____Mos.	Phone ( )	Total Gross Monthly Income From all Sources* $	

*Alimony, child support or separate maintenance income need not be disclosed unless relied upon for credit.

JOINT APPLICANT

First Name	M.I.	Last Name	D.O.B.	SSN
Street Address		Apt. #	Home Phone ( )	
City	State	Zip	D.L. #	
Place of Employment	How Long ____Yrs. ____Mos.	Phone ( )	Total Gross Monthly Income From all Sources* $	

DETACH HERE

STATE LAW REQUIRES US TO GIVE YOU THE FOLLOWING NOTICES: You give us permission to request a consumer report from consumer reporting agencies in considering this Application and subsequently for the purpose of an update, renewal or extension of credit or reviewing or collecting the account. Upon applicant's request, we will inform applicant of the name and address of each consumer reporting agency from which we obtain a consumer report, if any, relating to applicant and joint applicant. **Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under Sec. 766.59, Wis. Stats., or a court decree under Sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless **before** credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse obligation when the obligation to the creditor is incurred.

We are required to ask married residents of Wisconsin who have applied for individual credit to give us the following information:

Name of Spouse: _____ Address of Spouse: _____

ACKNOWLEDGEMENT OF RETAIL ACCOUNT AGREEMENT ("AGREEMENT")

PLEASE SIGN BELOW

By signing below, I certify that I have received and read and agree to the RETAIL ACCOUNT AGREEMENT attached. I agree to be bound by its terms and conditions, and I grant a security interest in the goods I purchase on my account.

Applicant's Signature	Date	Joint Applicant's Signature	Date

This application and agreement were printed in April 2012 and are accurate as of that date but may have been changed after that date. To find out what may have changed, write us at Ashcroft & Oak, P.O. Box 879, Matteson, IL 60443.

CREDIT USE ONLY

Authorizer	App Id	Sys Rec	Decision	Decisioner's Name
Home #	Work #	Reason Sys Overturned	Call Back Time	Processing Time

This Is Your Copy, Please Retain It For Your Records

IMPORTANT INFORMATION

INTEREST RATES AND INTEREST CHARGES	
ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES	**18.00%** to **24.99%** when you open your account, the APR varies by state. Please see "APR by State" listed in our Retail Account Agreement to determine your APR
HOW TO AVOID PAYING INTEREST ON PURCHASES	Your due date is at least 26 days after the close of each billing cycle. We will not charge you any interest on your purchase 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 $.50. **
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	
ANNUAL AND MAINTENANCE FEES	
***ANNUAL FEE**	None
***ACCOUNT MAINTENANCE FEE**	Up to $23.88 annually (up to $5.00 per month when you carry a balance).
PENALTY FEES	
***LATE PAYMENT**	**Up to** $35.00, the late payment fee varies by state. Please see "Late Payment Fee by State" listed in our Retail Account Agreement to determine the appropriate late payment fee.
***RETURNED PAYMENT**	**Up to** $30.00, the returned payment fee varies by state. Please see "Retured Check Fee by State" listed in our Retail Account Agreement to determine the appropriate returned payment fee.

How we will calculate the balance on which your finance charges are computed: We use a method called "Average Daily Balance (excluding new purchases)."
Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in our Retail Account Agreement.
Effective Date: This information was printed April, 2012. This information is accurate as of this date and is subject to change at any time. You should contact Ashcroft & Oak at 1-800-326-4116 to determine if there are any changes to this information since April, 2012.

ASHCROFT & OAK RETAIL ACCOUNT AGREEMENT

TERMS USED IN THIS AGREEMENT: In this Retail Account Agreement (the"Agreement"), the words "we", "us" and "our" mean the Seller identified at the end of this Agreement and any person to whom this Agreement or the indebtedness under this Agreement may be assigned, the words "you" and "your" mean each Applicant, including Joint Applicant, who is approved by us for this Retail Account (the "Account"). This Account and all purchases made on it are not binding on us until your credit is approved. Your credit will be considered approved when we give notice of approval to you and, if applicable, upon your signing a Sales Invoice for purchases for which we have extended credit.

PROMISE TO PAY: In consideration of our granting credit on this Account, you promise to pay us the purchase price of purchases charged to this Account by you or anyone authorized by you from time to time and any Finance Charge (as defined above) and other amounts due under the terms of this Agreement. When there is a balance due on your monthly billing statement (the "Statement"), you agree to pay, in time for receipt by us within twenty-six (26) days after the billing date (the "Due Date" shown on the Statement), either (a) the total balance due or (b) at least the Minimum Monthly Payment shown on the Statement.

APR BY STATE: When there is a balance subject to Finance Charge on your Account, you will be assessed an Annual Percentage Rate (APR) on this balance as follows: Illinois – 24.99%, Indiana – 21.00%, Kentucky – 24.99%, Michigan – 24.99%, Minnesota – 18.00%, Missouri – 24.99%, Ohio – 24.99%, Tennessee – 21.00% and Wisconsin – 24.99%.

LATE PAYMENT FEE BY STATE: You agree to pay a Late Payment Fee on each installment not paid as follows: Illinois – Up to $10.00 assessed 10 days after payment due date, Indiana – Up to $5.00 assessed 10 days after payment due date, Kentucky – Up to $10.00 assessed 10 days after payment due date, Michigan – Up to $39.00 assessed 10 days after payment due date, Minnesota – Up to $5.00 assessed 10 days after payment due date, Missouri – Up to $5.00 assessed 10 days after payment due date, Ohio – Up to $39.00 assessed as of payment due date, Tennessee – Up to $39.00 assessed as of payment due date, and Wisconsin – Up to $39.00 assessed as of payment due date.

RETURNED CHECK FEE BY STATE: You agree to pay a Returned Check Fee if any check or instrument for payment on your Account is returned to us unpaid as follows: Illinois – Up to $25.00, Indiana – Up to $25.00, Kentucky – Up to $25.00, Michigan – Up to $25.00, Minnesota – Up to $30.00, Missouri – Up to $15.00, Ohio – Up to $30.00, Tennessee – Up to $30.00 and Wisconsin – Up to $30.00.

**A minimum finance charge will not be assessed in Wisconsin.

BALANCE SUBJECT TO FINANCE CHARGE: The balance subject to **FINANCE CHARGE** in any given billing period is the average daily balance which is arrived at by adding the daily balances in the Account during the billing period. The daily balances are determined by taking the beginning balance each day during the billing period and subtracting any payments and credits entered on that day. New purchases do not begin to accrue a **FINANCE CHARGE** until the first day of the billing period following the purchase date, and no **FINANCE CHARGE** will be assessed on such purchases if they are paid within twenty-six (26) days of the first billing date following the date of purchase. Late Payment Fees are not included in the balance subject to **FINANCE CHARGE**.

EXPEDITED PAYMENT FEE: A charge of $5.00 will be assessed for payments made over the phone with one of our service representatives using a checking account. A charge of $10.00 will be assessed for payments made over the phone with one of our service representatives using a debit or credit card. This charge will not be assessed against residents of Kentucky or Tennessee.

MINIMUM MONTHLY PAYMENT: You agree to pay a Minimum Monthly Payment each time we send you a Statement plus any past due amount(s). The Minimum Monthly Payment will be 3.5% (rounded to the next highest dollar) of the outstanding "New Balance" on the Account as shown on the statement, or $30.00 whichever amount is greater. You may at any time pay your "New Balance", but you must pay at least the Minimum Monthly Payment. Payment on your Account must be made by cash, check or money order in U.S. currency. Any cash, check or money order in a denomination of foreign (not U.S.) currency will nor be credited until converted into U.S. funds, and you agree to pay any amount remaining due and owing after conversion to U.S. funds.

SECURITY INTEREST: We retain a purchase money security interest in all merchandise purchased on your Account until the account is paid in full. If you do not make your Minimum Monthly Payment on time, we may repossess only the merchandise which has not been paid in full to the extent permitted by law. We will apply and allocate payments and credits among features and to Charges and transactions on your Account in any order and manner determined by us in our sole discretion for servicing, administrative, systems or other business reasons. You agree that we have the unconditional right to exercise this discretion.

CHANGES IN THIS AGREEMENT: We may change any term of this Agreement, including the rate of **FINANCE CHARGE**, by furnishing you notice of the change to the extent required by law. If permitted by applicable law, any new terms may at our option be applied to any balance existing in the Account at the time of change, as well as to any subsequent transactions.

FAILURE TO MAKE MINIMUM PAYMENT: If you do not make at least the Minimum Monthly Payment when due, we may, subject to any notice of default and right to cure default required by state law, require you to immediately pay the full remaining balance (except in Wisconsin, where you will not be in default until you fail to make a Minimum Monthly Payment on two (2) occasions within a 12-month period). You agree to pay court costs and reasonable attorneys' fees to the extent permitted by your state law if your Account is sent for collection to an attorney who is not our salaried employee (except no attorneys' fees will be imposed in Wisconsin).