Terms and Conditions of the Jewelry Television Preferred Account

Jewelry Television Preferred Account credit card is offered by WebBank, Salt Lake City, Utah ("the Lender"). **IF YOU DO NOT HAVE A JEWLERY TELEVISION PREFERRED ACCOUNT**, by using a Jewelry Television Preferred Account to complete this purchase, you apply for credit and you agree that you have read the Terms and Conditions, including its Agreement to Arbitrate; you authorize the Lender to review your credit report and you understand that this account is subject to interest and Late Fees and is governed by Federal law and the law of the state of Utah. You authorize the Merchant to share your personal information, including email address, with the Lender, and authorize the Lender to use that information for all lawful purposes in connection with the Account. **IF YOU ALREADY HAVE A JEWLERY TELEVISION PREFERRED ACCOUNT**, you may be asked to provide information (such as your date of birth and last four digits of your social security number), each time you use the Account. This information is used solely for verification purposes.

The Terms and Conditions of the Jewelry Television Preferred Account include the following:

- Important Disclosures
- E-Sign Consent
- Account Agreement, including Agreement to Arbitrate
- Privacy Policy

Jewelry Television Preferred Account Important Disclosures

The information that follows includes important information about the cost of credit and the interest rates that apply to your Account.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Standard, Promotional and Financed Equal Payment Purchases	**25.99%***
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge any interest on Standard or Promotional Purchases (excluding Promotional Purchases subject to a Deferred Interest option) if you pay the entire balance by the due date each month. We will charge interest on a Deferred Interest Purchase from its transaction date, unless you pay the Deferred Interest balance in full by its expiration date, which will be at least 6 months after the transaction date. We will begin charging interest on Financed Equal Payment Purchases on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $2.00.
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.

Fees		
Annual Fees	**None.**	
Penalty Fees • Late Payment Fee • Return Check Fee • Over Limit Fee	If the minimum payment due is: less than **$25** **$25** or greater Up to **$25.00** None.	The late fee is: Up to **$5.00** Up to **$35.00**

How Lender Will Calculate the Balance: Lender uses a method called "average daily balance (including new Purchases)." See the Account Agreement for more details.

Billing Rights: Information on Borrower's rights to dispute transactions and how to exercise those rights is provided in the Account Agreement.

<u>*From time to time Lender may offer Standard Purchases or Promotional Purchases with a lower rate that may apply for a limited time.</u>

Amendment of the Terms and Conditions. Lender may amend the Account Agreement, including any of the terms stated above, from time to time, in accordance with the paragraph of the Account Agreement called "Amendment of this Agreement."

Important information about procedures for opening a new 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, Lender will obtain your name, address, date of birth, and other information that will allow Lender to identify you. Lender may verify this information with you or others. Lender may also request to see your driver's license or other identifying documents.

APPROVAL AND CREDIT LIMIT TERMS: If you are under 21 years of age, we may require that you provide us additional information in compliance with the Credit CARD Act of 2009.

All accounts, including New York Residents: You agree to give Lender permission to obtain a credit report from a consumer credit reporting agency in connection with this application, any transaction, or extension of credit, and on an ongoing basis, for the purpose of performing a routine and occasional verification of credit on your Account, adjusting the credit limit on your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. New York residents may contact the New York State Department of Financial Services at 877-226-5697 or at 1 State Street, New York, NY 10004 to obtain a comparative listing of credit card rates, fees and grace periods.

Wisconsin Residents: If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under 766.59 of the Wisconsin Statutes, or a court decree under 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decrees or has actual knowledge of the adverse provision. If the

credit card for which you are applying is granted, you will notify Lender if you have a spouse who needs to receive notification that credit has been extended to you.

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

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.

As required by California law, a married applicant may apply for a separate account.

Borrower may be liable for unauthorized use of the credit card. If the card is lost, stolen or if Borrower thinks someone may have used it without permission, Borrower must notify Lender in accordance with the Account Agreement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.

Jewelry Television Preferred Account E-Sign Consent

Consumer Consent to receive disclosures and other information electronically.

IMPORTANT NOTICE. In order to complete this transaction online, the Lender must provide you with certain disclosures required by law. The Lender can provide these disclosures to you online only if you consent. You should choose another payment option if you do not consent.

1. DEFINITIONS. In this Jewelry Television Preferred Account E-Sign Consent, the following definitions apply:

"You" and *"your"* mean the person who is asking to use a Jewelry Television Preferred Account to make a purchase.

"We", *"us"* and *"Lender"* mean the Lender and, following an assignment, any person, company or bank to whom the rights of the Lender have been assigned.

"Jewelry Television *Preferred Account*" is the payment program, which allows you to pay for purchases from Jewelry Television by charging the costs to your Jewelry Television Preferred Account.

2. CONSUMER CONSENT. By checking the "I agree to have the Terms and Conditions presented electronically", which you hereby adopt as your electronic signature, you consent and agree that:

- We can provide disclosures required by law and other information about your legal rights and duties to you electronically.
- Your electronic signature on agreements and documents has the same effect as if you signed them in ink.
- We can send all important communications, billing statements and disclosures (collectively defined as "Disclosures") to you electronically via our website or to the email address that

you have provided to Jewelry Television in this transaction or to another email address that you provide to us for that purpose rather than in paper form.

- We will alert you when the Disclosures are available, by sending you an electronic communication.
- Our email will tell you how you can view the Disclosures.
- We will make the Disclosures available to you for not less than 90 days from the later of: the date it first became available to you or the date we sent you the email to alert you that it was available.
- You will be able to print a copy of the Disclosure or download the information for your records.
- This consent applies to this transaction, to all future Disclosures on this Account, to all future transactions in which you use the Jewelry Television Preferred Account or with us, at any time, and to other Disclosures that we provide to you by email, unless you have, prior to such transaction, withdrawn your consent by the procedure mentioned below.

The disclosures and information you will receive in this online session are:

- Jewelry Television Preferred Account Important Disclosures
- This Jewelry Television Preferred Account E-Sign Consent
- Jewelry Television Prefered Account Agreement, including Agreement to Arbitrate
- Privacy Policies

3. WHAT YOU WILL NEED. You understand that in order to access and retain the electronic Disclosures, you will need the following:

- A computer with an Internet connection.
- A current web browser that includes 128-bit encryption. (Minimum recommended browser standards are Microsoft Internet Explorer version 6.0 and above, Firefox version 1.5 and above, or Safari 2.0 and above.) The browser must have cookies enabled.
- A valid email address.
- Sufficient storage space to save past Disclosures OR an installed printer to print them.
- If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add customercare@jtv.mypreferredaccount.com to your email address book.

4. REQUESTING PAPER DOCUMENTS AND WITHDRAWING CONSENT. You understand that you may request paper copies of the Disclosures within 180 days of the date of the Disclosure, and that we will provide them to you by mail at no charge. You understand that you have the right to receive these Disclosures in paper form and that you may withdraw your consent to receive electronic Disclosures at any time, without any cost or fee. You can withdraw your consent by logging in to www.jtv.mypreferredaccount.com and going to "Manage Account." You can also request paper copies and/or withdraw consent by contacting us at:

Jewelry Television Preferred Account
P.O. Box 2394
Omaha, NE 68103-2394

5. UPDATING EMAIL ADDRESS. At any time, you can update the email address to which we will send alerts that your Disclosures are available. You can change your email preferences by logging in to www.jtv.mypreferredaccount.com and going to "Manage Account." You can also do this by contacting us at:

Jewelry Television Preferred Account
P.O. Box 2394
Omaha, NE 68103-2394

6. LEGAL EFFECT. By consenting, you agree that electronic Disclosures have the same meaning and effect as if we provided paper Disclosures to you as we are required to do so. When we send you an email alerting you that the Disclosures are available electronically and make it available online, that shall have the same meaning and effect as if we provided paper Disclosures to you, whether or not you choose to view the Disclosure, unless you had previously withdrawn your consent to receive Disclosures electronically.

7. GENERAL. You understand and agree that we reserve the right to cancel this electronic Disclosure service, change the terms of use of this service or send Disclosures in paper form at any time. You understand and agree that we are responsible for sending notice of the Disclosures to you at the email address you have provided, but are not responsible for any delay or failure in your receipt of the email notices.

Jewelry Television Preferred Account Agreement

NOTICE TO BORROWER: (1) CAUTION - IT IS IMPORTANT THAT BORROWER THOROUGHLY READ THE DISCLOSURES AND AGREEMENT BEFORE BORROWER AGREES; (2) BORROWER SHOULD RETAIN A COPY OF THE DISCLOSURES AND AGREEMENT FOR BORROWER'S RECORDS. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

This Agreement sets forth the Terms and Conditions of the Jewelry Television Preferred Account credit card (the "Account") and the extension of credit made by WebBank, Salt Lake City, Utah (the "Lender").

Please read this Agreement and keep a copy.

1. DEFINITIONS. In this Account Agreement, the following definitions apply:

"Agreement" means the Important Disclosures, Account Agreement, and any amendment or addendum to this Agreement.

"Merchant" means Jewelry Television.

"Purchases" are extensions of credit made on the Account to the Borrower, when the Borrower uses the Account to pay for a purchase from the Merchant.

a. Parties to this Agreement.

"You", *"your"* and *"Borrower"* mean the person who applied for this Account and agrees to this Agreement.

"We", *"us"* and *"Lender"* mean WebBank, and, following an assignment, any person, company or bank to which the rights of the Lender have been assigned.

b. Other Parties.

"Bill Me Later, Inc.," located in Timonium, Maryland, developed Bill Me Later and provides services for the Lender, such as processing transactions, keeping records, sending billing statements and providing customer service. Bill Me Later, Inc. is also the company to which you will pay any amounts owed on your Account, and as a result, Bill Me Later, Inc. performs any and all collection activities relating to your Account. (*"Bill Me Later"* is a registered trademark of Bill Me Later, Inc.)

c. Parts of the Account.

(i) Revolving Parts.

"Standard Purchases" are subject to the standard repayment terms, Grace Period and Annual Percentage Rate of the Account.

"Promotional Purchases" may be subject to special, promotional repayment terms and/or Annual Percentage Rates for all or part of the time they are unpaid. Promotional Purchases are subject to the standard repayment terms and rate, except to the extent that the promotional offer states different terms.

"Deferred Interest Purchases" are Promotional Purchases on which no interest will be charged if they are paid in full within the deferred interest period. Interest will be charged from the purchase date if the Purchase balance is not paid in full within the deferred interest period. The deferred interest period may be 6 months or more as disclosed when the transaction is made.

"No payments for 6 months Purchases" are Deferred Interest Purchases on which no payments will be due during a 6 month deferred interest period.

"No interest if paid in full Purchases" are Deferred Interest Purchases on which payments will be due during the deferred interest period.

(ii) Equal Payment Parts.

"Equal Payment Purchases" are extensions of credit from the Equal Payment part of the account that will be repaid in equal monthly payments called "Monthly Plan Payments."

"Interest-free Equal Payment Purchases" will not be subject to interest imposed by the Lender, if Borrower pays the balance in full by the End Date.

"Financed Equal Payment Purchases" will be subject to interest imposed by the Lender.

d. Other Definitions used in this Agreement.

"Billing Cycle" means the time between the dates on which we prepare billing statements, or would have prepared them if statements were required under the paragraph of this Agreement called "Billing Statements." The Billing Cycle will end on approximately the same day of each month. We may change the day the Billing Cycle ends, at our option. The Billing Cycle may end on any day that we or you terminate the Account and you pay the balance in full.

"Cost" means the price of any item you purchase from the Merchant using the Account, plus any fee or charge you agree to pay the Merchant, the cost of shipping and taxes, less any applicable discount or credit offered by the Merchant.

"Credit Card" means the Jewelry Television Preferred Account credit card provided to you for this Account.

"Credit Limit" means the maximum amount of credit that Lender has approved for this Account. When Borrower opens this Account, Lender will establish the Credit Limit. Lender may increase the Credit Limit at any time; Lender may decrease the Credit Limit at any time, but will notify Borrower immediately and tell Borrower the reasons. The total of all balances of the Account (including unpaid transactions posted to the Account, unpaid and unexpired authorized transactions, transactions which are the subject of a billing dispute, and all interest and fees) may not exceed the approved Credit Limit.

"End Date" is the Payment Due Date of the final Monthly Plan Payment on an Equal Payment Purchase.

"Expiration Date" for a Deferred Interest Purchase is the date on which the deferred interest period ends.

"Grace Period" means the period within which you may repay a Purchase without incurring any interest on that Purchase. The Grace Period applies only to Standard Purchases and Promotional Purchases which are not Deferred Interest Purchases.

"Payment Due Date" means the date which will appear each month as the "Payment Due Date" on the billing statement.

"Termination" means that you will no longer be able to obtain any extension of credit on this Account. Termination affects the Account permanently, at the sole discretion of the Lender.

2. GENERAL DESCRIPTION OF THE ACCOUNT. This is a multi-part open-end credit card account. You will request a Purchase on this Account by choosing the Jewelry Television Preferred Account payment option when you make a purchase from the Merchant. Each purchase will be added to the balance of the Standard Purchases part of the Account, unless it is subject to special terms for a Promotional Purchase or an Equal Payment Purchase. We will charge interest on all parts of this Account, beginning on each transaction date, except during the Grace Period and as otherwise provided in the paragraph of this Agreement called "Interest Rate and Interest Charges." You will only have the right to use some parts of the Account from time to time, when we make a special offer. The rate of interest may be different for different parts of the Account. We may make changes in this Agreement as explained in the paragraph called "Amendment of this Agreement."

3. HOW YOU CAN USE THIS ACCOUNT. The Merchant may allow you to charge the purchase to your Account if you provide the Merchant with proper credentials and certain information about your Account. You will not have to use the credit card or have it in your possession to make a purchase. We may refuse to make the extension of credit to you if the credit would cause the balances of the Account to exceed the Credit Limit.

a. Standard and Promotional Purchases. You can make Purchases on this Account by choosing the Jewelry Television Preferred Account when you make a purchase from a Merchant at an authorized location. We will extend credit to you, in the amount of the Cost of the Purchase, by paying the Merchant on your behalf. We will extend credit subject to the Standard Purchase terms, unless special terms are in effect at the time of the Purchase or are offered by the Merchant.

b. Equal Payment Purchase. We may offer you the option to make some purchases as Equal Payment Purchases. We may offer this as the only method you can use to make a Purchase, or as

an option to the Standard Purchase method. Equal Payment Purchases will be subject to the Financed Equal Payment Purchase terms, unless otherwise agreed.

4. OTHER AGREEMENTS ABOUT MAKING PURCHASES.

a. Credit Limit. We will establish a Credit Limit for the Account, which is the maximum amount that can be outstanding at any time. However, we have the option to refuse your request for any Purchase; we will notify you of the reasons for any refusal, if required by law. From time to time, we may review your Account to ensure that payments and transactions posting to your Account are valid and not fraudulent and that good funds are collected for payments. In doing so, we may temporarily limit your ability to utilize the total credit available to borrow until the Account review is completed and/or transactions and payments are confirmed to be valid and fully collected.

b. We may charge your Account for Purchases. You authorize us to charge this Account for the Cost of any purchase you, or anyone to whom you have given permission to use this Account, make from the Merchant using this Account. You understand that the amount that we actually pay to the Merchant may be less than the Cost, because the Merchant may agree that we or a third party may retain a portion of the Cost.

c. We may charge your Account for Interest and Fees. You authorize us to charge this Account for interest, any fees, costs of collection, and amounts that you agree in this Agreement to pay.

5. YOUR PERSONAL INFORMATION. Each time you use this Account, you authorize the Merchant to share your personal information with us to the extent necessary for us to complete the transaction, including paying the Merchant on your behalf, charging your Account for the Costs of the Purchase, sending you a billing statement, and for all other lawful purposes in connection with this Account. You authorize the Merchant to share your email address with us. You consent to our sending you emails for any lawful purpose in connection with this Account, including commercial emails for marketing financial products and services. You may withdraw your consent to us sending your commercial emails, at any time, by changing your email preferences at www.jtv.mypreferredaccount.com or by "unsubscribing" when we send you an email.

6. PROMISE TO PAY. Borrower promises to pay to us the balance on this Account, including all Purchases and other amounts Borrower has authorized us to charge to this Account. Borrower promises to pay these amounts as agreed in this Agreement, including your promise to make the Minimum Payment Due each month on or before the Payment Due Date. Borrower also promises to pay us any amount by which the balance of the Account exceeds the authorized Credit Limit.

7. BORROWER ALSO PROMISES:

a. To pay for all Purchases made by you and by someone you authorized to use this Account. We (and any person who may decide whether you are liable for amounts charged to this Account) may presume that you have authorized any Purchase made in your name using this Account, if the purchase is delivered in your name to your address, unless you return the Purchase to the Merchant within a reasonable period of time.

b. To give us personal financial information about you that we may reasonably request, from time to time.

c. To pay all costs of collection if we take any action to collect this Account or take any action in a bankruptcy proceeding filed by or against you, if we are permitted by applicable law to charge those

costs. This shall include, unless prohibited by applicable law, reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

d. Not to give us false information or signatures, electronic or otherwise, at any time.

e. To pay a Late Fee and Return Check Fee, as provided in this Agreement.

f. To make all payments by check, money order, electronic funds transfer or ACH in U.S. Dollars, drawn on funds on deposit with a U.S. financial institution or a U.S. branch of a foreign financial institution, in a form that will be processed and honored by our financial institution, in accordance with the reasonable requirements set forth on the billing statement, and to make each payment so that we receive it at the remittance address disclosed on the billing statement. If you make a non-conforming payment, we may refuse to accept the payment. A non-conforming payment, if accepted by us, will be credited to your Account not more than 5 days after the date we receive it, unless otherwise required by law. A non-conforming payment includes, among other things, a payment that is not made in accordance with this paragraph and with the reasonable requirements set forth on the billing statement, oversized and undersized instruments, instruments using non-standard materials, instruments in a non-standard format, and any non-standard instrument that requires special handling.

g. That when you make a payment on this Account by check, you authorize us to use information from your check to make a one-time electronic fund transfer from your Account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your Account as soon as the same day we receive your payment, and you understand that you will not receive your check back from your financial institution. You have the right to withdraw this authorization at any time by informing us that you do not want us to use the information from your checks to make an electronic fund transfer; to do so, you must contact us in writing at Electronic Check Opt Out, P.O. Box 4415, Timonium, MD 21094 and provide us with your name, Jewelry Television Preferred Account number and the name of the financial institution and account number from which your checks are drawn.

h. To promptly notify us if you change your name, your mailing address, your e-mail address or your telephone number.

i. That you will not accept this Account unless you are of legal age in the state where you reside and are a resident of the U.S.A.

j. To sign the back of the Credit Card (if one is provided) at the place for the signature above the words "Authorized Signature." You agree that your signing the Credit Card is not a condition to your promises under this Agreement.

k. To notify us immediately if the Credit Card is lost, stolen or possibly used without your permission.

l. To pay for any unauthorized purchases made with the Credit Card before you notify us that the Credit Card was lost, stolen or possibly used without your permission. Your liability for unauthorized purchases is the least of (1) $50.00, (2) the total of unauthorized purchases made before you notify us, and (3) the amount for which you are liable under applicable law. You may give us notice by telephone or in writing in accordance with the section of this Agreement called "Notices and Customer Service."

m. If you are dissatisfied with goods or services you purchased from a Merchant, you will try in good faith to resolve the dispute and correct the problem directly with the Merchant. You agree to allow a reasonable period of time for the Merchant to resolve the dispute. This shall in no way limit or reduce your rights in case of a billing error.

n. To use the Account for personal, family or household purposes only.

o. To honor any other promises that you make in this Agreement.

8. SECURITY INTEREST. We will not take any security interest to secure this Account.

9. INTEREST RATE AND INTEREST CHARGES. Except during the term of an Interest-free Equal Payment Purchase prior to the End Date, Borrower agrees to pay interest on the outstanding balance of each part of this Account, including billed interest and billed fees, at all times that this Account is in effect, including any period after Termination in which there remains an outstanding balance. The interest will be calculated for each part of the Account separately, in the following way:

a. Parts of the Account. For the purposes of assessing interest, each part of the Account will be calculated separately. Parts may be called "Transaction Types" on the billing statements.

(i) Standard Purchases. All Standard Purchases and other balances that are moved to the Standard Purchases part of the Account will be a single part.

(ii) Promotional Purchases. Promotional Purchases, while subject to different Promotional rates, terms, and Deferred Interest terms, will be different parts of the Account.

- **Deferred Interest Purchases.** From time to time, we may offer Promotional Purchases with a Deferred Interest option. All purchases subject to the same rate, Deferred Interest terms and Expiration Date will be a single part; at our option, we may consider any Deferred Interest Purchase to be a separate part. If you pay the balance on the Deferred Interest part (which is called the "Deferred Interest Balance") in full by the Expiration Date, we will not charge any interest for that part. We will calculate the interest for each Billing Cycle prior to the Expiration Date and disclose it on the Billing Statement as the Accrued Deferred interest. If you do not pay the balance on a Deferred Interest part of the Account before the Expiration Date, we may charge your Account, in the Billing Cycle in which the Expiration Date occurs, interest on Promotional Purchase from the date of such Promotional Purchase (each "Transaction Date").
- **End of Promotional Terms.** If a part is subject to a special promotional rate or Deferred Interest term which ends as of a certain date ("Expiration Date"), you authorize us to move, on or after that date, the balance remaining in that part to the Standard Purchases part of the Account, and it will be subject to the repayment and interest terms for Standard Purchases.

(iii) Equal Payment Purchases. Each Equal Payment Purchase will be a part. If there is a balance owing on an Interest-free Equal Payment Purchase after the End Date, you authorize us to move, on or after the End Date, that balance to the Standard Purchases part of the Account, and it will be subject to the repayment and interest terms for Standard Purchases.

b. When the Interest begins. The interest begins to accrue on the transaction date, except (i) interest does not accrue on any portion of a Purchase that you repay during the Grace Period for the Purchase, if a Grace Period is applicable to the Purchase; (ii) interest will not be assessed if the conditions in the following paragraph are met, and (iii) interest does not accrue prior to the End Date on an Interest-free Equal Payment Purchase.

c. Assessing Interest. We will not assess interest on Standard or Promotional Purchases during any Billing Cycle in which your payments and credits on or before the Payment Due Date reduce the outstanding balance for Standard and Promotional Purchases (excluding Standard and Promotional Purchases you made during the Billing Cycle, and excluding Deferred Interest Purchases) to zero or to a credit balance.

d. Grace Period. Only Standard Purchases and Promotional Purchases (other than a Deferred Interest Purchase) are eligible for a Grace Period. If a Purchase which is eligible for a Grace Period is made during a Billing Cycle in which no interest was assessed on the Account because of the preceding paragraph, we will not assess interest on any portion of the Purchase which you repay on or before the Payment Due Date in the next cycle.

e. How we will determine the balance on which the Interest is computed. We will compute the interest for each part on the "Average Daily Balance" (including new purchases) for that part during the Billing Cycle. To get the Average Daily Balance for each part, we will take the beginning balance for each part each day and add any new Purchases and adjustments posted that day, including billed Interest and billed Fees; then subtract any payments and any credits. This gives us the "Daily Balance." Then, we add up all the Daily Balances for the Billing Cycle for that part and divide the total by the number of days in the Billing Cycle. The result is the Average Daily Balance for that part. We will treat any Daily Balance which is a credit balance as zero.

f. How we compute the Interest. We will compute the interest during the Billing Cycle for each part separately. For each part, we will multiply the Average Daily Balance for the Billing Cycle by the number of days in the Billing Cycle; then we will multiply the product by the Daily Periodic Rate in effect for that part during that Billing Cycle. The result is the interest for that part. We will then add up the interest for all the parts, to get the interest for the Account.

g. Minimum Interest Charge. If the Daily Balance of any part (excluding any balance on a Deferred Interest Purchase, prior to its Expiration Date, and any Interest-free Equal Payment Purchase part), on the last day of a Billing Cycle (the Statement Date), is greater than zero, and if the interest for the Billing Cycle is greater than zero but less than $2.00, we may assess a Minimum Interest Charge (which will be shown on the billing statement as a fee called a "Minimum Interest Charge") of $2.00 for the Billing Cycle.

h. Rate of Interest. We will compute the interest on the Standard, Promotional and Financed Equal Payment Purchases parts using the Daily Periodic Rate of 0.07121%. This corresponds to the **ANNUAL PERCENTAGE RATE of 25.99%**. However, if we have disclosed a special promotional rate at the time we made the special offer, we will compute the interest on the Promotional Purchases parts using that special promotional rate.

10. FEES. You agree to pay the following Fees, as applicable. You agree that we may allocate any Fees to the Standard Purchases part of the Account.

a. Penalty Fees.

(i) Late Payment Fee. We will charge you a Late Fee for each month the Minimum Payment is not paid in full by its Payment Due Date. The amount of the Late Fee will be the amount of the missed payment, up to (1) $5 if the Minimum Payment Due is less than $25, or (2) $25 if the Minimum Payment Due is $25 or more, the first time you are late, and, if your payment is late again within the next six billing cycles after any prior late payment, up to $35. No Late Fee will be due if the reason the Payment is late is either:

(A) attributable to a Late Fee assessed on an earlier payment; or

(B) because, after default, the entire balance on this Account is due.

(ii) Return Check Fee. If your payment on this Account is made with a check, including a draft, order or other instrument that is returned by drawee for "not sufficient funds" in the account on which the check is written, or for other reasons such as a closed account, we will charge you a Fee equal to the amount of the required Minimum Payment Due immediately prior to the date on which the payment is returned, up to $25. We will not charge the service charge, however, if we redeposit the check and it is paid.

b. Fee for providing a copy of billing statement. Unless we are required by law to provide you with a copy of a billing statement for a Billing Cycle other than the current Billing Cycle, you agree to pay us a fee of ten dollars ($10.00) per billing statement if you request a copy.

11. MINIMUM PAYMENT DUE. The Minimum Payment Due will be due each Billing Cycle, on or before the Payment Due Date. The amount of the Minimum Payment Due will be the sum of the Monthly Plan Payments due on each Equal Payment Purchase Part plus the payment due for the revolving parts plus any amounts past due from previous Billing Cycles.

a. Revolving Parts. The current payment due will be the greatest of: (A) $25, or $35.00 if you failed to pay at least the total Minimum Payment Due by the due date in any one or more of the prior six (6) billing cycles; or (B) 3% of the sum of the balances on the revolving parts (excluding any balance on a no payments for 6 months (or 9 months or 12 months, as applicable) purchase prior to its Expiration Date), on the last day of the Billing Cycle; or (C) 1% of the sum of the balances on the revolving parts (excluding any balance on a no payments for 6 months (or 9 months or 12 months, as applicable) purchase prior to its Expiration Date), on the last day of the Billing Cycle plus any interest assessed on the Account in that billing cycle (excluding any accrued interest on a Deferred Interest Purchase that has been billed in that billing cycle), plus any Late Fees and Other Fees assessed on the Account in that billing cycle. The payment will be rounded down to the next whole dollar.

b. Equal Payment Parts. The Monthly Plan Payment due for each Equal Payment Purchase which has not reached its End Date and on which a balance is outstanding will be the equal payment amount you agree to when you make an Equal Payment Purchase. The Monthly Plan Payments for an Equal Payment Purchase will be calculated so that they are substantially equal over the term of the Equal Payment Purchase. In no event, however, will the Monthly Plan Payment due for any Equal Payment Purchase be greater than the outstanding balance due on that part of the Account. The Monthly Plan Payment due on the End Date may be more or less than the others, because it will be adjusted as necessary to pay the actual balance and accrued interest owing on the End Date.

12. PAYMENT APPLICATION. We will use each payment in the amount of the Minimum Payment Due or less, first to pay billed Monthly Plan Payments on the Equal Payment Purchases (in any order we choose), then billed interest, then billed Fees, then the principal balance of the revolving parts (in any order we choose), and then any other amounts due. However, if you have a balance on a Deferred Interest Purchase, during the two Billing Cycles immediately preceding the Expiration Date, we may use the payment first to pay billed Monthly Plan Payments on any Equal Payment Purchases (in any order we choose) and then to pay the balance on any Deferred Interest Purchases, (in any order we choose).

13. PREPAYMENT. If you pay an amount greater than the Minimum Payment Due in any Billing Cycle, the amount in excess of the Minimum Payment Due is a "prepayment." A prepayment does

not change your obligation to make the Minimum Payment Due the next billing cycle. **YOU MAY MAKE PREPAYMENTS IN ANY AMOUNT AND MAY PAY THE ENTIRE BALANCE OR ANY PART OF IT AT ANY TIME PROVIDED THAT YOU PAY AT LEAST THE MINIMUM PAYMENT DUE IN EACH BILLING CYCLE WHEN IT IS DUE.** If you make a prepayment, we will use the prepayment to pay the balances starting with the balance with the highest interest rate (in any order we choose), then the balances with the next highest interest rate (in any order we choose), and so forth. However, if you have a balance on a Deferred Interest Purchase, and you make a prepayment during the two Billing Cycles immediately preceding the Expiration Date, we will use the prepayment first to pay the balance on the Deferred Interest Purchase, starting with the balance subject to the highest interest rate. We may choose to apply prepayments to the Deferred Interest Balance before other balances.

14. BILLING STATEMENTS AND CREDIT BALANCES.

a. We will provide you with a billing statement for each Billing Cycle in which:

(i) We impose interest to this Account; or

(ii) The New Balance is more than $1.00 (whether a credit or debit balance).

(iii) You understand that we may provide you with electronic billing statements only and that you can elect to receive paper statements by logging in to www.jtv.mypreferredaccount.com.

(iv) You agree to notify us in writing of any errors in the billing statement within 60 days from the date it is provided. You agree to examine the billing statement and to notify us in writing, immediately, of any Purchases which were not made or authorized by you. We need not provide a billing statement to you if we deem this Account uncollectible or if delinquency collection proceedings have been started.

b. If the Account has a credit balance in excess of $1.00, we will refund the credit balance to you as required by law. You authorize us to make the refund electronically or using an ACH, (i) if you made the payment which caused the credit balance electronically or using an ACH, or (ii) if you typically make payments on this Account electronically or using an ACH.

15. DEFAULT. You will be in default if any of the following happen:

a. If you fail to pay any Minimum Payment Due on or before the Payment Due Date.

b. If you fail to keep any promise or perform any duty in this Agreement, or in any other agreement with us. If default occurs, we may have no duty to make advances from this Account and this Account will be terminated. This may happen without any prior notice to you. If we choose, at our sole option, to make new extensions of credit from this Account after default, you agree that we may charge those extensions of credit to this Account. In addition, if a default occurs, all amounts which you owe under this Agreement shall be due and payable immediately, at our option (subject to any applicable law to the contrary). The other provisions of this Agreement will continue to apply to this Account. If we get a judgment after default and/or if you are a debtor in an action filed by or against you under the Bankruptcy Code, unless prohibited by applicable law, the rates of interest applicable to this Account will continue to apply to the balances on this Account. A default under this Agreement may be deemed by us to be a default under any other account which you have with us.

16. TERMINATION OF THE ACCOUNT.

a. In addition to Termination by default, we may terminate this Agreement at any time and for any reason subject to the requirements of applicable law. For example, we may terminate because the business relationship with the Merchant may end.

b. You can terminate your Account by sending written notice to the address on the billing statement.

c. If there is no debit or credit on this Account for twelve (12) consecutive months, we may terminate this Account without notice to you.

d. After Termination, you will not be able to make new purchases on this Account. Termination will not affect any purchase which complies with this Agreement and which was made before the date of the Termination notice. If we choose, at our sole option, to allow purchases after we have terminated this Account (whether or not you have given us notice to terminate this Account), you agree that we may charge those purchases to this Account. After Termination under this paragraph, balances will continue to accrue interest until paid in full and you agree to pay the balance on this Account, the interest and all other amounts due in accordance with the terms of this Agreement. All other provisions of this Agreement will continue to apply.

17. OUR LIABILITY. We have no responsibility for the failure of the Merchant to accept payment using this Account. Our liability, if liability is provided under applicable law, for a wrongful failure to extend credit on this Account is limited to your actual damages. Failure to extend credit for any reason as provided under the terms of this Agreement will not be wrongful.

18. AMENDMENT OF THIS AGREEMENT. We may amend this Agreement from time to time, in any respect by giving you written notice where required by law. An amendment may change something in this Agreement (for example, the rate of interest on any or all the parts), add something new or take something out. Such amendments will apply to outstanding balances and new Purchases, except (i) an increase in the APR will apply to new Purchases made more than 14 days after written notice is mailed, (ii) as otherwise indicated in the written notice or (iii) as otherwise provided by applicable law. This Agreement, except when amended in accordance with this Agreement, is the final expression of the Agreement between us and may not be contradicted by evidence of any alleged oral agreement.

19. REMEDIES CUMULATIVE. Our remedies under this Agreement shall be cumulative and not alternative.

20. DELAY IN ENFORCEMENT. We can delay enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

21. BOOK ENTRY SYSTEM. You hereby appoint Bill Me Later, Inc. as your agent in maintaining, and Bill Me Later, Inc. agrees to maintain, a book entry system that records the identity of the owner of each Purchase on the Account. The right to the principal of, and stated interest on, each Purchase on the Account may only be transferred through the book entry system maintained by Bill Me Later, Inc. This section does not affect any of Borrower's obligations under this Agreement. This section does not limit or waive any of Borrower's rights, including but not limited to Borrower's Billing Rights.

22. ASSIGNMENT. You may not assign or otherwise transfer your rights and privileges under this Agreement, or delegate your obligations to repay amounts you owe. Any attempt by you to assign or delegate will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. Any person, company or bank to which we assign this Agreement

shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

23. COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL COMMUNICATIONS BY YOU TO US CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE ACCOUNT, MUST BE SENT TO: Jewelry Television Preferred Account, P.O. Box 5018, Timonium, MD 21094.

24. CREDIT INVESTIGATION AND REPORTING. You agree that we have the right to obtain a credit report in connection with our review of your application and periodically, during the term of this Account, as we deem reasonably necessary to maintain and collect this Account. You also agree that we have the right to make any credit, employment and investigative inquiries we deem appropriate related to this Account and the collection of amounts owed on this Account. You authorize us to answer any questions about our experience with you related to this Account and to report that experience to credit reporting agencies.

25. NOTICES AND CUSTOMER SERVICE, COMMUNICATIONS BETWEEN US; CONSENT TO ELECTRONIC COMMUNICATIONS AND MONITORING AND RECORDING. You may send written notices, correspondence, inquiries and questions concerning your Account to us at Jewelry Television Preferred Account, P.O. Box 2394, Omaha, NE 68103-2394. You may also call our customer service department at 1-888-609-0794. We may use any means of communication to contact you for any lawful purpose (including debt collection). Such means of communication may include, but are not limited to, postal mail, telephone, e-mail, text message or other technology, even if you are charged for the contact. You are responsible for any charges for contacting you that may be billed to you by your communications carrier. We may contact you at any address (including any e-mail or text message address) or telephone number (including any cellular telephone number or landline number that is later ported to a cellular telephone) that you give us or from which you call us. We may monitor tape or electronically record your telephone calls with us, including any calls with our customer service department, collection department and any other department. We may contact you using an automatic dialing and/or announcing device that may play recorded messages. You understand and agree that by providing us with a cellular telephone number, you consent to receive calls at that number by an automatic dialing and/or announcing device or recorded messages. No contact from us will be deemed unsolicited. You may contact our customer service department to ask that we not contact you by using any one or more particular methods or technologies.

26. GOVERNING LAW, FORUM.
a. Governing Law. This Agreement has been accepted by us in the state of Utah, and all extensions of credit will be made by us in the state of Utah. Regardless of the state of your residence or the place where the Merchant is located, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by federal law and construed in accordance with federal law and, as made applicable by federal law, the law of the state of Utah. Other terms and provisions shall be governed by and construed in accordance with the law of the state of Utah, without regard to principles of conflicts of law, except to the extent preempted, superseded, or supplemented by federal law.
b. Forum for Disputes. Except as otherwise agreed by the parties, in the event that the Agreement to Arbitrate in Section 27 below is found not to apply to you or to a dispute either as a result of your decision to opt-out of the Agreement to Arbitrate or by court order, you agree that any claim or dispute you may have against us must be resolved by a court located in Utah. You agree to submit to the personal jurisdiction of the courts located within Utah for the purpose of litigating all such claims or disputes.

27. AGREEMENT TO ARBITRATE. Please read this provision carefully. It affects your rights and will have a substantial impact on how legal claims you and we have against each other are resolved if you do not opt out of this Agreement to Arbitrate.

a. Summary. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling us at (866) 528-3733. In the unlikely event that we are unable to resolve any Claims (as defined below) you may have to your satisfaction (or if we have not been able to resolve a Claim we have with you after attempting to do so) after following the procedures set forth in this provision, we and you each agree to resolve those Claims through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief on an individual basis that a court can award to an individual. **Any arbitration under this Agreement to Arbitrate will take place on an individual basis; class arbitrations, class actions, private attorney general actions, and non-individualized injunctive relief are not permitted. By agreeing to arbitrate, both parties are waiving the right to a trial by jury or before a judge.** For any non-frivolous Claim with a value of $75,000 or less, we will pay all of the filing, administration and arbitrator fees charged by the American Arbitration Association (the "AAA") in connection with the arbitration. Moreover, in arbitration, you are entitled to recover attorney's fees from us to the same extent as you would be in court.

b. Claims Subject to Arbitration. We and you (including users, custodians, and beneficiaries of your Account) agree to arbitrate any and all disputes or claims between you and us ("Claims"), including claims involving Bill Me Later, Inc. and its or the Lender's agents, employees, officers, directors, predecessors in interest, and successors and assigns. This Agreement to Arbitrate is intended to be broadly interpreted. Claims include, but are not limited to:

- claims or disputes arising out of or relating to your Account, the Account Agreement, or any transactions involving your Account or the Account Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims or disputes that arose before the effective date of the Account Agreement or any prior Account Agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures); and
- claims or disputes that may arise after the termination of the Agreement.

The Account Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et. seq., governs the interpretation and enforcement of this Agreement to Arbitrate. The Agreement to Arbitrate shall survive the closing of your Account and/or the termination of the Account Agreement.

c. Notice of Dispute. A party who intends to pursue a Claim must first send to the other a letter describing the Claim (a "Notice of Dispute"). Any Notice of Dispute sent to the Lender and/or Bill Me Later, Inc. should be addressed to:

Jewelry Television Preferred Account, c/o Bill Me Later, Inc.
9690 Deereco Road, Suite 110
Timonium, Maryland 21093
ATTN: Legal Department

Any Notice of Dispute sent to you by us shall be sent to the address in the Lender's records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must (a) describe the nature and basis of the Claim; (b) set forth the specific relief sought; (c) set forth the

name and address of the claimant; and (d) include the Account number to which the Claim relates. If you and we do not reach an agreement to resolve the Claim described in the Notice of Dispute within 45 days after the Notice of Dispute is received, you or we may commence an arbitration proceeding before the American Arbitration Association ("AAA") or, if the AAA is unavailable, such other arbitration provider to which the parties agree or the court selects. Neither you nor we shall disclose to the arbitrator the existence, amount, or terms of any settlement offers made by any party until after the arbitrator issues a final award resolving the Claim.

A form for initiating arbitration proceedings is available on the AAA's web site at http:/www.adr.org. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the AAA shall not commence administration of arbitration proceedings for at least 45 days after the AAA receives the request to initiate arbitration.

d. Costs of Arbitration. Except as otherwise provided herein, we will pay all of the filing, administration and arbitrator fees charged by the AAA for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously paid by us, which you otherwise would be obligated to pay under the AAA Rules. In addition, if you or we initiate an arbitration proceeding in which the value of the relief sought (either to you or to us) is greater than $75,000, the payment of all AAA filing, administration and arbitrator fees will be governed by the AAA rules.

After we receive notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee unless the value of the relief sought is greater than $75,000. The maximum filing fee to be paid by you is currently $125 for Claims up to $10,000 and $375 for Claims over $10,000 and up to $75,000. However, these fees are subject to change at the discretion of the AAA. If you are unable to pay your share of the filing fee, we will pay it directly to the AAA upon receiving a written request from you at the notice address provided above.

e. Arbitration Procedures. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the notice address provided above.

The arbitrator is bound by the terms of the Account Agreement. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of Claims or the scope and enforceability of this Agreement to Arbitrate, including the interpretation of Section 27(f) below, are for the court to decide. If the value (either to you or us) of the relief sought is $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. Otherwise, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your Account as identified in the Lender's records at the time the arbitration is commenced is located or, if that location is inconvenient to you, at some other location that the parties agree is convenient.

The arbitrator will decide the substance of all Claims in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. Under this Agreement to Arbitrate, arbitrators shall not be bound by rulings in

prior arbitrations involving different customers, but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law.

Unless the parties agree otherwise, you or we, as applicable, must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised in a prior arbitration between the same parties, the AAA or the arbitrator shall either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (ii) dismiss the Claims raised in the subsequent arbitration that would be barred by applicable law if brought in court.

Upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless the parties agree otherwise, any award shall be rendered by the arbitrator not later than 14 days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

f. Prohibition of Class and Representative Actions and Non-Individualized Relief. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim; any declaratory or injunctive relief must be individualized in nature and cannot affect other Account holders. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that any part of this Agreement to Arbitrate (other than this prohibition of class or representative actions and/or consolidation) is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. However, if a court decides that this paragraph's prohibition of class or representative actions and/or consolidation is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void.

g. Availability of Small Claims Court and Access to Government Agencies. Notwithstanding the foregoing, we or you may bring an individual action in small claims court. This Agreement to Arbitrate does not preclude us or you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

h. Opt-Out Procedure. You can choose to reject this Agreement to Arbitrate ("opt-out") by mailing us a written opt-out notice. The written opt-out notice must state that you do not agree to this Agreement to Arbitrate and must be postmarked no later than 30 days after the date that you agree to the Account Agreement for the first time. The opt-out notice must include your name, address, and Account number(s) to which the opt-out applies. You must sign the written opt-out notice for it to be effective. Mail the opt-out notice to:

Jewelry Television Preferred Account
P.O. Box 5187
Timonium, MD 21094
ATTN: Arbitration Opt-Out

This procedure is the only way you can opt-out of the Agreement to Arbitrate. If you opt-out of the Agreement to Arbitrate, all other parts of the Account Agreement will continue to apply to your Account. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

i. Future Changes to the Agreement to Arbitrate. Notwithstanding any provision in the Account Agreement to the contrary, you and we agree that if we make any future change to this Agreement to Arbitrate (other than a change to any notice address, website link, or telephone number provided herein), that change shall not apply to any Claim of which we had written notice on the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in the Account Agreement, any such termination shall not be effective until at least 30 days after written notice of such termination is provided to you, and shall not be effective as to Claims which arose prior to the date of termination.

28. SEVERABILITY. Except as otherwise provided herein, if any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

29. BORROWER'S BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.

This notice is required by federal law. In this notice, "you" and "your" mean the Borrower. "We" and "our" mean the Lender. 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:

Jewelry Television Preferred Account, P.O. Box 5018, Timonium, MD 21094.

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 or email 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 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have 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 the company that sold you the goods or services.)

2. You must have used your credit card for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

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:

Jewelry Television Preferred Account, P.O. Box 5018, Timonium, MD 21094

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.

JTVPATC0612

WebBank Privacy Policy

rev. July 2011

FACTS	WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR JEWLERY TELEVISION PREFERRED ACCOUNT?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and income Account balance and transaction history Credit history and credit score When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WebBank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share

For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliated companies to market to you	No	We don't share
Questions?	Call: 1-888-223-0991	

-Page 2-

Who we are	
Who is providing this notice?	WebBank

What we do	
How does WebBank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does WebBank collect my personal information?	We collect your personal information, for example, when you: Open an account or use your account Pay your bill or give us your contact information Provide account information We also collect your personal information from others such as credit bureaus, affiliates, and other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for non-affiliated companies to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	We do not have joint accounts.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *WebBank does not share with affiliates.*
Non-affiliated Companies	Companies not related by common ownership or control. They can be financial and non-financial companies. *WebBank does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *Our joint marketing partners include financial companies such as banks or insurers.*

Other Important Information
If you live in Vermont, we will not share information about your creditworthiness with our affiliates for their everyday business purposes unless you consent to that sharing. If you live in California, we will not share information about you (1) with our affiliates for their own purposes or (2) for joint marketing with other financial companies.

Bill Me Later, Inc. Privacy Policy

rev. July 2011

FACTS	**WHAT DOES BILL ME LATER, INC. (Servicer) DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR JEWLERY TELEVISION PREFERRED ACCOUNT?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and income Account balance and transaction history Credit history and credit score
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bill Me Later, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bill Me Later, Inc. share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes

For our affiliates to market to you	Yes	Yes
For non-affiliated companies to market to you	No	We don't share

To limit our sharing	Call 1-888-223-0991 - our menu will prompt you through your choice(s) or Visit us online at: https://jtv.mypreferredaccount.com/about/privacy-policy.xhtml **Please note:** If you are a *new* customer, with respect to those circumstances in which you can limit our sharing, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call: 1-888-223-0991 or go to https://jtv.mypreferredaccount.com/about/privacy-policy.xhtml

-Page 4-

Who we are	
Who is providing this notice?	Bill Me Later, Inc. (Servicer)
What we do	
How does Bill Me Later, Inc protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bill Me Later, Inc collect my personal information?	We collect your personal information, for example, when you: Open an account or use your account Pay your bill or give us your contact information Provide account information We also collect your personal information from others such as credit bureaus, affiliates, and other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for non-affiliated companies to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	We do not have joint accounts.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *Bill Me Later, Inc.'s affiliates include financial companies such as PayPal*

	and nonfinancial companies such as eBay.
Non-affiliated Companies	Companies not related by common ownership or control. They can be financial and non-financial companies. *Bill Me Later, Inc. does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *Our joint marketing partners include financial companies such as banks or insurers.*

Other Important Information
If you live in Vermont, we will not share information about your creditworthiness with our affiliates for their everyday business purposes unless you consent to that sharing. If you live in California, we will not share information about you (1) with our affiliates for their own purposes or (2) for joint marketing with other financial companies.

PFP11

Pricing Addendum to the Jewelry Television Preferred Account Terms and Conditions	
Annual Percentage Rate (APR) for Standard, Promotional and Financed Equal Payment Purchases	**25.99%***
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge any interest on Standard or Promotional Purchases (excluding Promotional Purchases subject to a Deferred Interest option) if you pay the entire balance by the due date each month. We will charge interest on a Deferred Interest Purchase from its transaction date, unless you pay the Deferred Interest balance in full by its expiration date, which will be at least 6 months after the transaction date. We will begin charging interest on Financed Equal Payment Purchases on the transaction date.
Minimum Interest Charge	If I am charged interest, the charge will be no less than $2.00.
Annual Fees	None.

Penalty Fees		
Late Payment Fee	If the minimum payment due is: Less than **$25.00** **$25.00** or greater	The late fee is: Up to **$5.00** Up to **$35.00**
Return Check Fee	**Up to $25.00**	
Over Limit Fee	None.	
Balance Computation Method	We will compute the interest for each part on the "Average Daily Balance" (including new purchases) for that part during the Billing Cycle. To get the Average Daily Balance for each part, we will take the beginning balance for each part each day and add any new Purchases and adjustments posted that day, including billed Interest and billed Fees; then subtract any payments and any credits. This gives us the "Daily Balance." Then, we add up all the Daily Balances for the Billing Cycle for that part and divide the total by the number of days in the Billing Cycle. The result is the Average Daily Balance for that part. We will treat any Daily Balance which is a credit balance as zero.	

***From time to time, Lender may offer Standard Purchases or Promotional Purchases with a lower rate that may apply for a limited time.**

rev. 06/12