Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**16.99%,** **20.99%,** **24.99%** when you open your account, based on your credit worthiness. These APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers and Cash Advances	**25.99%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**29.99%** This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you fail to pay all or part of your minimum payment due by the payment due date for three consecutive billing periods. **How Long Will the Penalty APR Apply?:** If your APR is increased for this reason, the Penalty APR will apply until such time as any delinquency is cured and you then make six consecutive payments when due.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers 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 Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at **http://www.federalreserve.gov/creditcard**.

Fees	
Set up and Maintenance Fees • Annual Fee	**None**
Transaction Fees • Balance Transfer • Cash Advance	The greater of **$10** or **3%** of the amount of the cash advance or balance transfer (maximum $90 for convenience checks and balance transfers, no maximum for ATM or Financial institution cash advances)
Penalty Fees • Late Payment • Returned Payment	Up to **$35** Up to **$35**

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

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

The information about the costs of the credit card account described in this application is accurate as of June 26, 2012.

This information may have changed after that date. To find out what may have changed and for the current APR, please write to World Financial Network Bank (WFNNB), PO Box 18182273, Columbus, OH 43218-2273, see the cardmailer with your new credit card (if approved) or visit our website at www.comenity.net/marathon. You agree that a credit report may be used in making the credit granting decision.

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

The **Ohio laws** against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **California Residents:** If you are married, you may apply for a separate account. **New York Residents:** A consumer credit report may be ordered in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer-reporting agency that furnished the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Banking Department 1(800)518-8866. **Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with the processing of an application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. **Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, World Financial Network Bank, unless the Bank, prior to the time credit is granted is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

By submitting this application, I represent that I am at least 18 years of age and that the information I have supplied on this application is true and correct. I agree that I am applying to World Financial Network Bank (WFNNB) for either a Marathon Visa Card or Marathon Credit Card account for personal, family or household use. I agree that a credit report may be obtained and used in making the credit granting decision. Based upon information, which may be obtained in part from my credit report, I may be offered either the Marathon Visa Card or Marathon Credit Card account. I agree to be bound by the terms of the Credit Card Agreement that I will receive upon approval and understand that I may pay all of my account balance at any time without penalty. Finally, I agree that this application and any information I submitted to WFNNB may be shared with and retained by Marathon Petroleum Company LP. I also acknowledge that there is no agreement between WFNNB and me until WFNNB approves my credit application and accepts the Credit Card Agreement at its office in Delaware and that the Credit Card Agreement is deemed to be made in Delaware. Cards are issued and credit is extended by WFNNB, Wilmington, DE.

PLEASE NOTE: BY SUBMITTING THIS CREDIT APPLICATION, YOU ARE AGREEING TO THE FOLLOWING WITH RESPECT TO CERTAIN CONSUMER INFORMATION ABOUT YOU.

You hereby authorize World Financial Network Bank ("us" or "we") to furnish our decision to issue an account to you to Marathon Petroleum Company LP. You hereby authorize us to furnish, if your application is approved, information concerning your account to credit bureaus, other creditors and Marathon.

Check your information before submitting. We cannot process any submission without a complete and accurate name, address, date of birth and social security number. By submitting this Application you are acknowledging having read and understood the Important Rate, Fee and Other Cost Information and, if approved, agreeing to be bound by them. Finally, I agree that this application and any information I submitted to WFNNB may be shared with and retained by Marathon Petroleum Company LP.

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WORLD FINANCIAL NETWORK BANK
MARATHON CREDIT CARD AGREEMENT

This is your Agreement with World Financial Network Bank (WFNNB) for customers of Marathon Petroleum Company LP (Marathon). It covers the use of your credit card account with us. This Agreement may include information about promotional Credit Plans. Any information about such Plans will be included in the form of an insert, attachment, or other written information provided as part of or with this Agreement. Please read this Agreement and keep it for your records.

THIS AGREEMENT INCLUDES A JURY TRIAL WAIVER IN PARAGRAPH 41.A. AND AN ARBITRATION PROVISION IN PARAGRAPH 41.C. IN THE EVENT OF A DISPUTE BETWEEN YOU AND US: (1) THE JURY TRIAL WAIVER WILL ELIMINATE THE RIGHT TO A TRIAL BY JURY; AND (2) UNLESS YOU ACT

PROMPTLY TO REJECT IT, THE ARBITRATION PROVISION WILL SUBSTANTIALLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING, JOIN IN OR PARTICIPATE IN CLASS PROCEEDINGS.

1. Definitions.
In this Agreement "you" and "your" refer to Cardholder (if the Account is a joint account, “you” and “your” refer to both Cardholders); “we,” “us,” and “our” refer to World Financial Network Bank; “Card” means the Marathon Visa card or cards issued by us to you; “Account” means the Card account established by us for you; “Credit Plan” means one or more payment program options that we may offer from time to time. “ATMs” means automated teller machines.

2. Scope of Agreement. This Agreement governs your Account and use of the Card we have issued to you. If the Account is a joint Account, you and the joint Account holder each will be bound by this Agreement and each of you will be jointly and individually responsible for repaying all amounts due under this Agreement. We will pay Visa member merchants for goods and services you obtain by use of this Account, and we may make other loans (cash advances) to you on the terms provided for in this Agreement.

3. Acceptance of Agreement. You agree to sign (and, if appropriate, have authorized users sign) in the space provided for authorized signatures on the Card before the Card is used. Your signature or the signature of authorized users on the Card, on any convenience check or on any charge slip for this Account, or any use of the Card by you or any authorized user, is your agreement to comply with the terms of this Agreement.

4. Consumer Purposes. You agree that the credit extended under your Account will be used only for personal, family or household purposes and not for any business or commercial purpose.

5. Means to Access Account. You may obtain a loan from us under your Account by using your Card or a convenience check as follows: by purchasing goods or services with your Card or your Account number; by obtaining a cash advance from a financial institution including us, by use of an ATM; by using a convenience check; or, by incurring charges authorized by this Agreement. We are not responsible if anyone, including a merchant or other institution, refuses to honor the Card or a convenience check.

6. Credit Limit. We will advise you of the credit limit on your Account. A portion of your credit limit, called the cash advance limit, will be available for cash advances. We may increase or decrease the credit limit or cash advance limit at any time.

7. Convenience Checks. From time to time, in our sole discretion, we may send you convenience checks for use in borrowing under this Agreement. All convenience checks you use will be treated as cash advances under this Agreement, and subject to the terms and fees that apply to cash advances, unless we advise you otherwise. You may not use the convenience checks to make payments on any World Financial Network Bank Account. You agree not to use a convenience check, and we do not have to pay any convenience check: (1) if you are in default under this Agreement; (2) if payment of that convenience check would cause your outstanding cash advance balance to exceed your cash advance limit; or (3) if we cancel or suspend your right to use convenience checks. You also agree to pay any returned check charge as described in section 38 of this Agreement. You further agree that convenience checks that you use will not be returned to you.

8. Balance Transfers. From time to time, in our sole discretion, we may offer you the ability to transfer account balances from other credit card accounts you may have to the Account. We may, in our sole discretion, offer promotional plans for such balance transfers.

9. ATM's. You may use the Card to obtain cash advances through certain ATMs. You will be given a Personal Identification Number (PIN) which must be used in order to obtain an ATM cash advance. Some limitations on ATM cash advances may apply, such as limitations on dollar amount, number, or currency denominations. You agree that any charges imposed by third parties for use of their ATM facilities will be added to your Account balance as a cash advance.

10. Additional Cardholders, Authorized Users and Others Using Your Account. You may authorize others to use your Account. At your request, we may issue additional Cards to you. One additional Card may be issued with the individual name of an authorized user embossed on the Card. Any other additional Cards will be issued in your name. You promise to pay for all purchases and cash advances made by anyone you authorize to use your Account with or without a Card, whether or not you notify us that the person will be using the Account and whether or not the person exceeds any limits imposed by you on the person’s use of the Card. If we have issued another person a Card at your request and you want to end that person’s privilege to use your Account, you must notify us by writing to us at the address specified in the billing rights section of this Agreement, or by calling us at 1-866-308-0680 (TDD/TTY 1-800-695-1788). In order to avoid unauthorized use, you should recover any Card in that person's possession.

11. Foreign Exchange. If you make a purchase or obtain a cash advance in a foreign currency, it will be converted by Visa into U.S. dollars in accordance with Visa’s Operating Regulations in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate used may be the same as, greater than, or less than the amount that would be calculated by conversion through a financial institution in the country in which the purchase or cash advance occurred.

12. Default. You will be in default if you fail to make any payment when due, exceed your credit limit, die, become a subject of bankruptcy or insolvency proceedings, do not comply with any of the terms of this Agreement, or if you have

provided false information to obtain or maintain this Account. If you are in default, we may, in our sole discretion, declare all amounts you owe to be immediately due and payable, prohibit any further transactions on your Account, cancel the Cards, and revoke any privileges associated with the Card. In the event of default, you agree to destroy and/or return all Cards to us or our designee upon demand. If you are in default, we may, in our sole discretion, refuse to pay any of your convenience checks that are presented to us. If we decide to honor such checks, you will owe us the amount of such checks under the terms of this Agreement.

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

14. Disputes. You agree that monthly billing statements provided to you are correct unless you notify us in writing of any alleged errors within the time period prescribed by law. Your rights to dispute billing errors are set forth in this Agreement. Even if an amount is in dispute, you agree to pay the required minimum payment that is due, less any portion attributable to any disputed amount.

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

16. Exceeding Credit Limit. You will not use or permit use of any Card or convenience check for any purchase or cash advance that would cause your credit limit to be exceeded. You agree that if you seek to obtain a credit advance in excess of your credit limit, we may, in our sole discretion, authorize any such advance. Without limiting any of our rights under the section of this Agreement entitled “Default,” if the Account balance exceeds the credit limit at any time, you will immediately pay us the excess upon demand.

17. Use of Card. We are not responsible if anyone refuses to honor the Card, your Account number, or any convenience check, or for any failure of an ATM to process a cash advance request. As discussed in the billing rights section of this Agreement, if there is a problem with merchandise or services obtained with the Card, you may have the right not to pay the remaining amount due on such merchandise or services. However, this right does not apply to merchandise or services obtained with convenience checks or from another type of cash advance. We reserve the right not to honor particular transactions, which may include, without limitation, transactions related to gambling, ATM usage at casinos, and any illegal activities.

18. Expiration, Renewal and Termination. Cards are issued with an expiration date. We have the right not to renew your Account. Without limiting our rights provided in the section of this Agreement entitled “Default,” we have the right to revoke the privilege for use of any or all Cards and cancel the Cards and terminate this Agreement as to future purchases or cash advances at any time and for any reason. Upon termination, you agree to immediately destroy and/or return all Cards and unused convenience checks to us.

19. Obligation For Repayment. In the event the Card or your right to use convenience checks is revoked or terminated by us, you agree that your obligations and our rights under this Agreement will remain in effect until all balances on your Account incurred before or after revocation or termination are paid in full.

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

21. Sharing of Information with VISA U.S.A. You agree that Bank may provide your personal data to VISA U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.

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

23. No Waiver of Rights. We can delay enforcing our rights under this Agreement without losing them. We can accept late payments, partial payments or checks and money orders marked as being payment in full without losing any rights under this Agreement.

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

25. Notices: Addresses. Notices to us for the Account shall be effective when received by us at the address indicated for

receipt of payments on any billing statement mailed to you within the preceding 60 days. Notices to you, if mailed, shall be deemed given when mailed to you at the address provided by you on the application or authorization form, or to such other address you have designated to us by notice in writing. You agree to provide us with a notice of any change of your address at least 10 days prior to the change.

26. Other Services. You understand that from time to time third parties may offer additional services and enhancements. You understand that we are not liable for these services and enhancements and they are the sole responsibility of third parties. You will hold us harmless from any claims, actions, or damages resulting from your use of any of these services or enhancements when permitted by applicable law.

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

28. Unauthorized Use of Card. Though you will not be liable for the unauthorized use of your Card, you agree to immediately notify us by calling us at 1-866-308-0680 (TDD/TTY 1-800-695-1788) to report the loss, theft, or possible unauthorized use of the Card as soon as it is known to you, to limit any potential loss. As provided in section 10, transactions by authorized users are not unauthorized use until you end that person's privilege to use your Account.

29. Credit Reports. You authorize us to obtain reports from consumer reporting agencies in connection with your application and any resulting Account, including for update, review, renewal, extension, or collection of amounts owed on the Account. You also agree that we may furnish information about you and your Account to consumer reporting agencies and others who are permitted by law to receive it. You understand that we may report negative information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Upon your request, we will advise you if we obtained a credit report and we will give you the consumer reporting agency's name and address.

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

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

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

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

33. Payments. You may pay all of your Account balance at any time without penalty. You agree to pay us all amounts due on your Account, including any amounts borrowed under this Agreement by you or an authorized user. Each month that there is an outstanding balance on your Account, on a date we select, we will send you a billing statement as of the closing date of your Billing Period. Purchases, Finance Charges, cash advances, balance transfers, payments and adjustments made since the closing date on your previous billing statement will appear on your billing statement. You may pay all or any part of the balance on your Account at any time; however, you must pay at least the Minimum Payment Due by the Payment Due Date shown on the billing statement. The Minimum Payment will be the total of the minimum payments for the Regular Revolving and Promotional Credit Plans (as described in Section 35), plus any past due amounts. The Minimum Payment Due on your Account each month will be (i) the amount of the New Balance, if the New Balance is less than $25.00; or (ii) if the balance is equal to or greater than $25.00 the larger of (a) $5.00; or (b) 3.5% of the New Balance shown on the billing statement (rounded up to the nearest $1.00). Payments shall be made by check or money order in U.S. currency denominations. If you pay by check, the check must be drawn on funds in the U.S. Payments must be sent to our payment address shown on the billing statement. Any check marked "payment in full" or with similar terms must be sent to a separate address specified on your billing statement.

34. Application of Payments. We reserve the right to apply payments equal to or less than the required minimum amount in a manner of our choosing, which may result in balances subject to lower interest rates being paid prior to other balances. This may result in higher interest charges. Any payment you make in excess of the required Minimum Payment Due will be allocated to your Account as required by applicable law. However, excess payments received before a deferred interest promotion expires are applied to the deferred interest promotional balance first in the last two billing cycles of the promotional period.

35. Credit Plans. Your Account may consist of a non-promotional Credit Plan and one or more promotional Credit Plans.

We may offer different promotional Credit Plans from time to time. If a promotional Credit Plan is offered at the time you open your account, this Agreement will include information about the terms for the Plan (which may include the Daily Periodic Rate, the ANNUAL PERCENTAGE RATE, and/or the minimum payment amount), by use of an insert, attachment, or other written information provided as part of or with this Agreement. Normal late payment charges, returned check charges and all other provisions apply to any promotional Credit Plan unless inconsistent with a particular Credit Plan offering. The promotional Credit Plan period will end and the promotional Credit Plan balance will be transferred to your non-promotional Regular Revolving balance if the promotional Credit Plan purchase is not paid in full before the promotional period ends.

The types of Credit Plans offered and the particular features (including but not limited to minimum purchase requirements, Minimum Payment, etc.) of such Credit Plans may vary from time to time at our discretion and may include one or more of the following: **Regular Revolving** or **Promotional Credit Plans**. The **Regular Revolving Credit Plans** are your non-promotional purchases using the Card. The **Promotional Credit Plans** may include: **Waive Interest, Payment Required; Waive Interest, Equal Payment; Waive Interest, Low Payment; Defer Interest, Equal Payment; Defer Interest, Payment Required; Defer Interest, Low Payment.** (Please see section 36 for explanation for how Finance Charges are calculated for each Plan.)

36. Finance Charges.

A. If you make a purchase under a Regular Revolving Credit Plan, no Finance Charges will be imposed in any Billing Period in which (i) there is no Previous Balance or (ii) payments received and credits issued by the Payment Due Date, which is at least 23 days after the Statement Closing Date shown on your last Statement, equal or exceed the Previous Balance. If the New Balance shown on your last Statement is not satisfied in full by the Payment Due Date shown on your last Statement, there will be a Finance Charge on each purchase from the date of purchase.

B. If you make a purchase under any of the following Promotional Credit Plans: Waive Interest, Payment Required; Waive Interest, Equal Payment; and Waive Interest, Low Payment we will not charge Finance Charges on the purchase if you pay the total amount of the purchase before the end of the promotional period. If you do not pay the total amount of the purchase before the end of the promotional period, we will add the amount of the purchase to your Regular Revolving balance and will begin to charge Finance Charges on the purchase from the first day after the promotional period ends. For any Waive Interest Plan that ends we will add the remaining amount of the plan to your Regular Revolving balance and will begin to charge Finance Charges.

If you make a purchase under a Defer Interest, Payment Required; Defer Interest, Equal Payment or Defer Interest, Low Payment Credit Plan, we will add the amount of Finance Charges that have accrued from the date of purchase through and including the last day of the promotional period to your Regular Revolving balance if you do not pay the total amount of the purchase before the end of the promotional period. For any Defer Interest Plan that ends we will add the remaining amount of the plan and the amount of Finance Charges that have accrued from the date of purchase through and including the last day of the promotional period to your Regular Revolving balance.

C. We figure Finance Charges on your Account separately for each Credit Plan. For each Billing Period, we use a "Daily Balance" to figure Finance Charges on your Account. This is how we figure the "Daily Balance" each day:

1. We start with the beginning balance on your Account each day (including unpaid Finance Charges and fees).

2. We subtract any payments or credit adjustments and add any new purchases and debit adjustments posted as of that day. This gives us the "Partial Daily Balance" for the day.

3. We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate of Finance Charge to obtain the "Daily Finance Charge" for the day and add it to the day's Partial Daily Balance. This gives us the "Daily Balance", which will be the beginning balance for the following day.

At the end of each Billing Period, we add together each Credit Plan's Daily Finance Charge for each day in the Billing Period to get the total Account Finance Charge for the Billing Period.

Your Statement will show an Average Daily Balance, which is the sum of the Partial Daily Balance for each day in the Billing Period divided by the number of days in the Billing Period.

D. The Index in effect for each Billing Period will be the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* for the calendar month preceding the month in which the Billing Period begins, rounded upward, if necessary, to the nearest .001%.

E. We will charge you a minimum ***FINANCE CHARGE*** of ***$2.00*** per credit plan for any Billing Period in which a Finance Charge is due.

F. Penalty Rate. If you fail to pay all or part of your Minimum Payment Due (as described in Section 33 by the Payment Due Date shown on your Statement for three consecutive Billing Periods, we may apply a penalty Annual Percentage Rate ("Penalty Rate") to the existing balance of your Account and to all new purchases. We will provide you notice of this rate increase, when it will apply to your account, and for how long it will apply to your account, as required by applicable law. The Daily Periodic Rate of ***FINANCE CHARGE*** for the Penalty Rate is ***0.08216%*** (corresponding ***ANNUAL PERCENTAGE RATE*** is ***29.99%***). The Penalty Rate will apply to your Account until such time as any delinquency is

cured and your account is kept in a current and satisfactory status for six (6) consecutive billing periods. On the seventh billing period the Penalty Rate will no longer apply and your Account will be subject to the Daily Periodic Rate of Finance Charge and corresponding Annual Percentage Rate as described below in Section 36.G. If you fail to make your required minimum monthly payments during the Penalty period, the Penalty Rate will continue to apply. Your monthly statement will disclose the applicable Penalty Rate for the Billing Period and are incorporated herein by reference.

G. Annual Percentage Rates.

If you have been issued the Tier 3 Visa Card: The Daily Periodic Rate of FINANCE CHARGE applicable to your Account will be computed by adding a Margin of 13.74% to the value of an "Index" and dividing by 365. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of June 26, 2012, the initial Daily Periodic Rate of ***FINANCE CHARGE*** was ***0.04654%***, and the corresponding initial ***ANNUAL PERCENTAGE RATE*** was ***16.99%***.

If you have been issued the Tier 2 Visa Card: The Daily Periodic Rate of FINANCE CHARGE applicable to your Account will be computed by adding a Margin of 17.74% to the value of an "Index" and dividing by 365. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of June 26, 2012, the initial Daily Periodic Rate of ***FINANCE CHARGE*** was ***0.05750%***, and the corresponding initial ***ANNUAL PERCENTAGE RATE*** was ***20.99%***.

If you have been issued the Tier 1 Visa Card: The Daily Periodic Rate of FINANCE CHARGE applicable to your Account will be computed by adding a Margin of 21.74% to the value of an "Index" and dividing by 365. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of June 26, 2012, the initial Daily Periodic Rate of ***FINANCE CHARGE*** was ***0.06846%***, and the corresponding initial ***ANNUAL PERCENTAGE RATE*** was ***24.99%***.

BALANCE TRANSFERS AND CASH ADVANCES: For Balance Transfers and Cash Advances, the rate is determined by adding 22.74% to the Prime Rate. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. As of September 1, 2011, the initial Daily Periodic Rate of ***FINANCE CHARGE*** was ***0.07120%***, and the corresponding initial ***ANNUAL PERCENTAGE RATE*** was ***25.99%***.

Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. If this Agreement accompanies credit cards for your new account, the current initial Daily Periodic Rate of ***FINANCE CHARGE*** and corresponding ***ANNUAL PERCENTAGE RATE*** are indicated on the cardmailer and are incorporated herein by reference. This information may have changed after the above date. To find out about changes in the information, call us at 1-866-308-0680 (TDD/TTY 1-800-695-1788) or write us at World Financial Network Bank, PO Box 182273, Columbus, OH 43218-2273.

37. Grace Period. There is no period in which you can pay back a cash advance, any other transaction treated as a cash advance under this Agreement, or a balance transfer to avoid incurring a Finance Charge. For a cash advance using a convenience check, the date of the advance is the date the convenience check is presented to us or our agent for payment. For all other cash advances, the date of the advance is the date you obtained the advance. For purchases using the Card, there will be no Finance Charge imposed on your purchases in any Billing Period in which (i) there is no previous balance or (ii) payments received and credits issued by the Payment Due Date equal or exceed the Previous Balance. The Payment Due Date will be determined by us, but will be at least 23 days after the Statement Closing Date shown on your last Statement. The number of days between your Statement Closing Date and your Payment Due Date (the grace period) may vary from one Billing Cycle to another. If we do not receive a payment for the New Balance in full by the Payment Due Date shown on your last Billing Statement, we will add a Finance Charge to your Account. If we add a Finance Charge, we will begin to assess the charge on each purchase from the date of purchase.

38. Fees. You agree to pay the following fees and charges:

A. Returned Check Charges. You agree to pay a fee of up to $35.00 for each check issued by you as payment on your Account which fails to clear your bank or other financial institution and is returned unsatisfied. You also agree to pay a fee up to $35.00 for each convenience check written against your Account which fails to clear and is returned unsatisfied. We may post this fee to your Account each time a payment check or a convenience check you issue is dishonored, even if we re-present your check, and even if such check is paid upon re-presentment. Stop Payment Charged for Convenience Checks: You agree to pay a fee up to $35.00 for each convenience check written against your Account on which we stop payment at your request.

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

C. Cash Advance Fee. For any cash advance obtained in person from a financial institution or through an ATM, you will pay a transaction fee equal to the greater of $10.00 or 3% of the amount of the cash advance, per cash advance.
D. Convenience Check and Balance Transfer Fee. For any convenience check used or balance transfer from another account, you will pay a transaction fee equal to the greater of $10.00 or 3% of the amount of the cash advance, up to a maximum transaction fee of $90.00 per cash advance.
E. Alternative Payment Method Fee. We may offer alternative payment methods which would allow you to make individual, expedited payments to your Account over the telephone or through the internet. If you choose to use one of those payment methods, then we may assess the then current fee that we charge for this service. At present, that fee is up to $15.00, but it may change. We will disclose the current fee to you (you may withdraw your request if you do not want to pay the fee) before you authorize any payment(s) through either of these alternative methods.
F. Research/Documentation Charges. We have the right to charge you for documentation requests in the amount of $5.00 for each copy of a sales draft, credit slip, or billing statement. However, we will not assess this charge if your request is based upon a billing error and you follow the procedures provided in the billing rights section of this Agreement. In addition, for each Account research request that you make that is not covered by the billing rights section of this Agreement, we have the right to charge you a fee of $15.00 per hour of research.
39. Rewards Program. The Marathon Rebate program is provided by Marathon Petroleum Company LP, which is solely responsible for the Program operation. Marathon Petroleum Company LP may change the terms of this program at any time, without notice.
40. Security Interest. You grant us a security interest in all goods that you purchase through the use of the Account now or at any time in the future and in all accessions to and proceeds of such goods. We hereby waive any security interest we may have in your principal dwelling to the extent that it would otherwise secure any obligation arising hereunder.
41. Dispute Resolution Provisions
A. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT THE ARBITRATION PROVISION BELOW (INCLUDING THE JURY TRIAL WAIVER CONTAINED THEREIN). YOU AND WE EACH REPRESENT THAT THIS WAIVER IS GIVEN KNOWINGLY, WILLINGLY AND VOLUNTARILY.
B. Notice and Cure. Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined below, a “Claim”), the party asserting the Claim (the “Claimant”) shall give the other party (the “Defendant”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to World Financial Network Bank, PO Box 182436, Columbus, OH 43218-2436 (or any updated address we subsequently provide). Any Claim Notice you send must provide your name, address and account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.
C. Arbitration Provision. READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH PARAGRAPH 41.C.1 BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.
1. Your Right to Reject: If you don’t want this Arbitration Provision (and any prior arbitration agreement between you and us (“Prior Arbitration Agreement”)) to apply, you may reject it by mailing us a written rejection notice which gives the name of each Cardholder and contains a statement that you (both of you, if more than one) reject the Arbitration Provision of this Agreement. The rejection notice must be sent to us at World Financial Network Bank, PO Box 182422, Columbus, OH 43218-2422. A rejection notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within thirty (30) calendar days after the date we first provide you with a credit card agreement or written notice providing you a right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or your ability to obtain credit.
2. Parties Subject to Arbitration: Solely as used in this Arbitration Provision (and not elsewhere in this Agreement), the terms “we,” “us” and “our” mean (a) World Financial Network Bank, any parent, subsidiary or affiliate of the Bank and the employees, officers and directors of such companies (the “Bank Parties”); and (b) any other person or company that provides any services in connection with this Agreement if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party.
3. Covered Claims: "Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, the Account, the issuance of any Card, any rewards program, any prior agreement or account. “Claim” includes disputes arising from actions or omissions prior to the date any Card was issued to you, including the

advertising related to, application for or approval of the Account. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). It also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Agreement. However, notwithstanding any language in this Arbitration Provision to the contrary, “Claim” does not include any dispute about the validity, effect or enforceability of the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in Paragraph 41.C.7. (the “Class Action Waiver”) or any dispute concerning the last sentence of Paragraph 41.C.13.; any such dispute shall be resolved by a court and not by an arbitrator or Administrator.

4. Starting an Arbitration: Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by giving a written demand for arbitration to the other party. We will not demand to arbitrate an individual Claim that you bring against us in small claims court or your state’s equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration.

5. Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS is at 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within 20 days after that dispute is finally resolved). If you do not select the Administrator on time, we may do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

6. Court and Jury Trials Prohibited; Other Limitations on Legal Rights: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

7. Prohibition Against Certain Proceedings: IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

8. Location and Costs of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably convenient to you. We will pay any and all fees of the Administrator and/or the arbitrator if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. If you demand an arbitration, we will pay your reasonable attorneys’ and experts’ fees if you prevail or if we must bear such fees in order for this Arbitration Provision to be enforced. Also, we will bear any fees if applicable law requires us to.

9. Governing Law: This Arbitration Provision involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

10. Right to Discovery: In addition to the parties’ rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

11. Arbitration Result and Right of Appeal: Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can, within 30 days after the entry of the award by the

arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with Paragraph 41.C.8. above.

12. Rules of Interpretation: This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, the closing of the Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern. This Arbitration Provision replaces any Prior Arbitration Agreement.

13. Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Agreement will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

14. Special Payment: If (1) you submit a Claim Notice in accordance with Paragraph 41.B. on your own behalf (and not on behalf of any other party); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $5,100 (plus any fees and costs to which you are entitled).

Notice(s):

For Wisconsin Residents.

If you are married, please contact us immediately upon receipt of this Agreement at 1-866-308-0680 (TDD/TTY 800-695-1788) and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

For Bankruptcy Notifications:

All bankruptcy notices and related correspondence to World Financial Network Bank should be sent to the following address: World Financial Network Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

NOTICE OF REPORTING ERRORS.

If you believe the Account information being reported to a consumer reporting agency is inaccurate, you may write to us at the **Billing Errors** address below. Please specify in your letter the information that you believe is inaccurate.

Your Billing Rights; Keep This Notice For Future Use.

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

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

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at:

World Financial Network Bank
P.O. Box 182782
Columbus, Ohio 43218-2782

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: Your name and account number, the dollar amount of the suspected error, describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to

that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and, (b) the purchase price must have been more than $50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

World Financial Network Bank is a Comenity℠ company.
Wilmington, DE

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