Terms and Conditions of the Bill Me Later® Payment System

Bill Me Later® is an open-end credit plan offered by WebBank, Salt Lake City, Utah ("the Lender"). **IF YOU DO NOT HAVE A BILL ME LATER ACCOUNT**, by using Bill Me Later® 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 BILL ME LATER ACCOUNT** this Purchase is pursuant to your Bill Me Later Terms and Conditions, a copy of which is provided below for your reference. 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 Bill Me Later. This information is used solely for verification purposes.

The Terms and Conditions of Bill Me Later® include the following:

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

Bill Me Later® 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 Installment Purchases	**19.99%***
Annual Percentage Rate (APR) for Cash Advances	**19.99%***
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) or Cash Advances 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 Installment 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 Fee	None.

Installment Purchase Transaction Fee	**2%** of the total amount of each Installment Purchase**	
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**	

How Lender Will Calculate the Balance: Lender uses a method called "average daily balance" (including new Purchases and Cash Advances). 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.

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

****From time to time, Lender may waive the Installment Purchase Transaction Fee in connection with an Installment Purchase promotional offer.**

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 and 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.

Bill Me Later® 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 Bill Me Later E-Sign Consent, the following definitions apply:
"You", "your" and "Borrower" mean the person who is asking to use Bill Me Later to make a purchase.
"We", "us", "our" and "Lender" mean the Lender and, following an assignment, any person, company or bank to whom the rights of the Lender have been assigned.
"Bill Me Later Payment System" is the payment system, which allows you to pay for purchases from participating Merchants by charging the costs to your Bill Me Later Account. It may be called simply "Bill Me Later".

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 the Merchant 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 Bill Me Later Payment System 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:

- Bill Me Later Important Disclosures
- This Bill Me Later E-Sign Consent
- Bill Me Later 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@bill-me-later.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 by logging into www.billmelater.com and going to "Manage Account". You can also request paper copies and/or withdraw consent by contacting us at:

Bill Me Later
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 into www.billmelater.com and going to "Manage Account." You can also do this by contacting us at:

Bill Me Later
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 Disclosures, 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.

Bill Me Later® 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 Bill Me Later Credit Account (the "Account") and the extensions of credit made by WebBank, Salt Lake City, Utah ("the Lender"). Please read this Agreement and keep a copy.

1. DEFINITIONS. In this Bill Me Later Account Agreement, the following definitions apply:
"Account" means the Bill Me Later open-end (revolving) account that is the subject of this Agreement.
"Agreement" means the Bill Me Later Important Disclosures, Account Agreement, and any amendment or addendum to this Agreement.
"Bill Me Later Payment System" is the payment system which allows you to pay for purchases from participating Merchants by charging the Costs to your Account. In this Agreement, it may be called simply "Bill Me Later."
"Cash Advances" are extensions of credit made on the Account to the Borrower, when the Borrower chooses the Bill Me Later Payment System to Send Money using the services offered by PayPal, Inc.
"Purchases" are extensions of credit made on the Account to the Borrower, when the Borrower chooses the Bill Me

Later Payment System to pay for a purchase from a Merchant. For some purposes, including Borrower's Billing Rights, Purchases may be considered to be credit card purchases.
"Send Money" means your ability to make payments to third parties using PayPal, Inc., including in connection with: (i) a purchase of goods or services; or (ii) between two individuals (not to or from a business) without a purchase.

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 "*our*" mean the Lender, and, following an assignment, any person, company or bank to whom the rights and/or obligations 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.)
"Merchant" means a merchant participating in and authorized to accept the Bill Me Later payment option.
"PayPal, Inc.," located in San Jose, California, is a payment service provider that consumers and merchants use to make payments to and accept payments from third parties.

c. Parts of the Account.

(i) Revolving Parts.

"Standard Purchases" are subject to the standard repayment terms, Grace Period and Annual Percentage Rate.
"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.
"Cash Advances" are subject to the standard repayment terms and Grace Period, and are subject to the Annual Percentage Rate applicable to Cash Advances.

(ii) Installment Parts.

"Installment Purchases" are extensions of credit from the installment part of the account that will be repaid in monthly installments called "Monthly Plan Payments."
"Interest-free Installment Purchases" will not be subject to interest imposed by the Lender, if you pay the balance in full by the End Date.
"Financed Installment 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 will end on any day that we or you terminate the Account and you pay the balance in full.
"Closed-end Loan" means a closed-end loan from the Lender to the Borrower, the proceeds of which were paid to a Merchant to pay the Cost of Borrower's purchase from the Merchant, using Bill Me Later, at a time when the Borrower did not have an active Account.
"Cost" means the amount of any Cash Advances you obtain using Bill Me Later or the price of any item you purchase from a Merchant using Bill Me Later, plus any fee or charge you agree to pay the Merchant or PayPal, Inc., the cost of shipping and taxes, less any applicable discount or credit offered by the Merchant.
"Credit Line" means the dollar amount of credit available for you to borrow on this Account. The total balances of all parts of the Account plus transactions which have been authorized but not yet posted to the Account (but not including unpaid Fees) may not exceed the Credit Line. We will treat any request for an extension of credit that would cause the balance to exceed the Credit Line as a request to increase the Credit Line.
"End Date" is the "Payment Due Date" of the final Monthly Plan Payment on an Installment 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 loan without incurring any interest on that loan. The Grace Period applies only to Standard Purchases, Cash Advances 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 loans or 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 account. You will make a Purchase using this Account by choosing the Bill Me Later Payment System when you make a purchase from a Merchant at a web site, by telephone, or at another authorized location. Purchases will be added to the balance of the Standard Purchases part of the Account, unless they are subject to special terms for Promotional Purchases. You may also obtain Cash Advances by choosing the Bill Me Later Payment System when you Send Money using the services offered by PayPal, Inc. 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 AGREE TO THIS AGREEMENT. You agree to this Agreement and you make the promises it contains by doing either of the following:
a. Requesting an Account. You may request an Account in any of the ways we may provide.
b. Using Bill Me Later after you receive this Agreement. If you obtain a Closed-end Loan from us, we may send you information about Bill Me Later, including this Agreement. By using Bill Me Later after you receive this Agreement, you agree to this Agreement.

4. HOW YOU CAN USE THIS ACCOUNT.
a. Standard and Promotional Purchases. You can make a Purchase using this Account by choosing the Bill Me Later Payment System when you make a purchase from a Merchant at a web site, by telephone, or at another authorized location. We will extend credit to you, in the amount of the Cost of the Purchase, by paying the Merchant on your behalf. These Purchases will be 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. Cash Advances. We may allow you to obtain Cash Advances by choosing the Bill Me Later Payment System when you use the Send Money feature offered by PayPal, Inc. We will extend credit to you, in the amount of the Cost of the Cash Advance, by authorizing PayPal, Inc. to transmit the Cost of the Cash Advance via the Send Money feature. These Cash Advances will be subject to the standard repayment terms and Grace Period, and will be subject to the Annual Percentage Rate applicable to Cash Advances.
c. Installment Purchases. We may offer you the opportunity to make purchases from some Merchants as Installment Purchases. We may offer this as the only method you can use to make a purchase from a Merchant, or as an option to the Standard Purchase method. We will extend credit to you, in the amount of the Cost of the Purchase, by paying the Merchant on your behalf. Installment Purchases will be subject to Financed Installment Purchase terms, unless otherwise agreed.
d. Refinance of Closed-end Loan. If you have any unpaid Closed-end Loans from us at the time you open this Account, you request that we refinance the Closed-end Loans by extending credit from this Account. If a Closed-end loan is subject to a Promotional rate or a Deferred Interest provision, the extension of credit will be from an equivalent Promotional or Deferred Interest part of the Account. If the Closed-end Loan is not subject to a Promotional rate or a Deferred Interest provision, the extension of credit will be from the Standard Purchases part of the Account.
e. Other Agreements about Purchases and Cash Advances.
(i) Credit Line. At the time you open your Account and obtain your first extension of credit, we will evaluate your request for credit. If we extend you credit, we will disclose to you the total amount of your Credit Line, which will be no less than $250 ("minimum Credit Line").
If you try to make a Purchase or request a Cash Advance that would cause your outstanding balance to be above your Credit Line, we will treat that as a request to increase the Credit Line.
For example:

- If your Credit Line is $650, you have a $200 balance, and you try to make a Purchase or request a Cash Advance of $500, we will treat this as a request for an increase in the Credit Line. If we approve this transaction, your new Credit Line will be $700 (the "highest balance").

We have the option to refuse a request for an increase, but we will notify you of the reasons for any refusal. We may occasionally and routinely verify credit information about you and obtain an updated consumer report in connection with this Account. We may decrease your Credit Line at any time. We will notify you at the time we do so. 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.
(ii) We may charge your Account for Purchases and Cash Advances. You authorize us to charge this Account for the Cost of any Purchase or Cash Advance you, or anyone to whom you have given permission to use this Account, make from a Merchant using Bill Me Later. You understand that the amount that we actually pay to the Merchant for any Purchase or that PayPal, Inc. pays to any recipient of a Cash Advance may be less than the Cost of the Purchase or Cash Advance, because: (i) the Merchant may agree that we or a third party may retain a portion of the Cost in order to participate in Bill Me Later, or (ii) PayPal, Inc. may charge you fees for facilitating a Send Money transaction, which may be equal to the total of: (1) a percentage of the Cash Advance extended in connection with the Send Money transaction, plus (2) a transaction fee.
(iii) 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.
a. Purchases. When you choose Bill Me Later to make a Purchase, you authorize the Merchant to share your personal information with us to the extent necessary for us to make a credit decision in order to open your Account or increase your Credit Line, and to complete your transaction, including verifying your identity, paying the Merchant on your behalf, charging your Account for the Costs of the Purchase, sending you a billing statement, servicing your Account and for all other lawful purposes in connection with this Account. You authorize the Merchant to share your email address with us.
b. Cash Advances. When you choose Bill Me Later to obtain a Cash Advance, you authorize us to share your information with PayPal, Inc. to the extent necessary for us to complete your transaction, including verifying your identity, transmitting the Cash Advance to PayPal, Inc. on your behalf, charging your Account for the Costs of the Cash Advance, sending you a billing statement, servicing your Account and for all other lawful purposes in connection with this Account. You authorize PayPal, Inc. to share your email address with us.
c. Other Agreements. You consent to our sending you emails for any lawful purpose in connection with this Account, including commercial emails for marketing Bill Me Later, its features, and the benefits of using Bill Me Later at Merchants who accept it. You may withdraw your consent to us sending you commercial emails, at any time, by changing your "email preferences" at the www.billmelater.com website, 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 Cash Advances, extensions of credit and other amounts Borrower has authorized us to charge to this Account. Borrower promises to pay these amounts as agreed in this Agreement, including the promise to make the Minimum Payment Due each month on or before the Payment Due Date.

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. You will not be responsible for any unauthorized Purchases using this Account.
b. To pay for all Cash Advances made by you and by someone you authorized to use this Account. You will not be responsible for any unauthorized Cash Advances using this Account.
c. To give us personal financial information about you that we may reasonably request, from time to time.
d. 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.
e. Not to give us false information or signatures, electronic or otherwise, at any time.
f. To pay a Late Fee and Return Check Fee, as provided in this Agreement.
g. 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.
h. 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, Bill Me Later Account number and the name of the financial institution and account number from which your checks are drawn.
i. To promptly notify us if you change your name, your mailing address, your e-mail address or your telephone number.
j. To honor any other promises that you make in this Agreement.
k. 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.
l. 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.
m. To use Bill Me Later only for personal, family or household purposes.

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

9. INTEREST RATE AND INTEREST CHARGES. 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. For the purposes of assessing interest, each part of the Account, which may be called "Transaction Types" on the billing statements, will be calculated separately, in the following way:
a. Parts of the Account.
(i) Standard Purchases. All Standard Purchases and any 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, or may consider Deferred Interest Purchases from different Merchants to be different parts. 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 each Promotional Purchase from the date of the 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) Cash Advances. All Cash Advances will be a single part of the Account.
(iv) Installment Purchases. Each Installment Purchase will be a part of the Account. If there is a balance owing on an Interest-free Installment Purchase after the End Date, I authorize you 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 or Cash Advance that you repay during the Grace Period for the Purchase or Cash Advance, if a Grace Period is applicable to the Purchase or Cash Advance; (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 Installment Purchase.
c. Assessing Interest. We will not assess interest on Standard or Promotional Purchases or Cash Advances 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 or Interest-free Installment Purchases) or Cash Advance to zero or to a credit balance.
d. Grace Period. Only Standard Purchases and Promotional Purchases (other than a Deferred Interest Purchase) and Cash Advances are eligible for a Grace Period. If a Purchase or Cash Advance that is eligible for a Grace Period is made during a Billing Cycle in which no interest was assessed on the Purchase or Cash Advance because of the preceding paragraph, we will not assess interest on any portion of the Purchase or Cash Advance 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 and Cash Advances) 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, Cash Advances 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 Installment 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 Installment Purchases, as well as Cash Advance parts using the Daily Periodic Rate of 0.05477%. This corresponds to the **ANNUAL PERCENTAGE RATE of 19.99%**. 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 Fee to the Standard Purchases and/or Cash Advances part of the Account.
a. Transaction Fees.
(i) Installment Purchase Transaction Fee. We may charge you an Installment Purchase Transaction Fee each time you make a Purchase using the Installment Purchase part of the Account. The amount of the Installment Purchase Transaction Fee, if any, will be equal to 2% of the total amount of each Installment Purchase.
b. 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 a 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.
c. 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 Installment Purchase part plus the current payment due for the Revolving Parts of the Account 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 balances on the Account (excluding any balance on a no payments for 6 months (or 9 months or 12 months, as applicable) Purchase and Cash Advance prior to its Expiration Date), on the last day of the Billing Cycle; or (C) 1% of the balance on the Account (excluding any balance on a no payments for 6 months (or 9 months or 12 months, as applicable) Purchase and Cash Advance 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. Installment Parts. The Monthly Plan Payment due for each Installment Purchase which has not reached its End Date, and on which a balance is outstanding, will be the installment payment amount you agree to when you make an Installment Purchase. The Monthly Plan Payments for an Installment Purchase will be calculated so that they are substantially equal over the term of the Installment Purchase. In no event, however, will the Monthly Plan Payment due for any Installment 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 Installment Purchases (in any order we choose), then billed interest, then billed Fees, then the principal balance (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 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.billmelater.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. In the event that you maintain an account with PayPal, Inc., you authorize us to refund any applicable credit balance directly to your PayPal, Inc. account.

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 loan or agreement with us. If default occurs, we will have no duty to extend credit from this Account and this Account may be terminated. We may refuse to make any new extensions of credit and may cancel any approved extensions of credit from the Account for any Purchase or transaction that has not yet appeared on a billing statement sent to you. This may happen without any prior notice to you. If we choose, at our sole option, to make new loans from this Account after default, you agree that we may charge those loans 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 or loan 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.
b. We 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 any Merchant to accept payment using the Bill Me Later Payment System. 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. Amendments will apply to outstanding balances and new Purchases and Cash Advances, except (i) an increase in the APR will apply to new Purchases and Cash Advances 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 and Cash Advances on the Account. The right to the principal of, and stated interest on, each Purchase and Cash Advance 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 to us. 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 whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of our 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: Bill Me Later, P.O. Box 5018, Timonium, MD 21094.

24. CREDIT INVESTIGATION AND REPORTING. You authorize us to make or have made any credit, employment and investigative inquiries we deem appropriate related to this Account and the collection of amounts owed on this Account. You agree that we have the right to obtain a credit report in connection with our review of your application for this Account and for an increase in the Credit Line and occasionally and routinely, during the term of this Account, as we deem reasonably necessary to maintain and collect 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 Bill Me Later, P.O. Box 2394, Omaha, NE 68103-2394. You may also call our customer service department at 1-866-528-3733. 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 our 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 our telephone calls with you, 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:

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:

Bill Me Later, Inc.
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.
Credit Card Purchases means Purchases and Cash Advances made with this Account. 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:

Bill Me Later, 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 line.

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:

Bill Me Later, 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.

TCBML19.990612R

WebBank Privacy Policy

rev. July 2011

FACTS	**WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR BILL ME LATER® 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: 866-528-3733

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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 BILL ME LATER® 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 866-528-3733 - our menu will prompt you through your choice(s) or • Visit us online at: www.billmelater.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: 866-528-3733 or go to www.billmelater.com/about/privacy-policy.xhtml

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 Bill Me Later Terms and Conditions	
Annual Percentage Rate (APR) for Standard, Promotional and Financed Installment Purchases	**19.99%*, 18.99%***
Annual Percentage Rate (APR) for Cash Advances	**19.99%*, 18.99%***
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) or Cash Advances 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 Installment 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.**	
Installment Purchase Transaction Fee	**2%** of the total amount of each Installment Purchase**	
Penalty Fees **Late Payment Fee** **Return Check Fee**	If the minimum payment due is: Less than **$25.00** **$25.00** or greater **Up to $25.00**	The late fee is: Up to **$5.00** Up to **$35.00**
Balance Computation Method	We will compute the interest for each part on the "Average Daily Balance" (including new Purchases and Cash Advances) 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, Cash Advances 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.**

****From time to time, Lender may waive the Installment Purchase Transaction Fee in connection with an Installment Purchase promotional offer.**