Credit Card Agreement for Saks Retail Cards in Capital One,® N.A.

There are two parts to this Credit Card Agreement: **Capital One Pricing Information** and the **Capital One Customer Agreement**. The Pricing Information shows a range of terms that includes both mail and online offers for new accounts available under this Agreement as of December 31, 2013. The combination of terms that could apply to you may differ depending on the specific card offer and on your creditworthiness at the time of application. The **Customer Agreement** contains important information related to consumer credit cards issued by Capital One, N.A. If you are a current Capital One cardholder, please log in to your account if you would like to request the Credit Card Agreement for your account(s).

CAPITAL ONE® PRICING INFORMATION	
Annual Percentage Rate (APR) for Purchases	23.99%. This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	26.99%. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment. **How Long Will the Penalty APR Apply?:** If your APRs are increased for this reason, the Penalty APR may apply indefinitely.
How to Avoid Paying Interest on Purchases:	Your due date is at least 25 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.
Minimum Interest Charge	A minimum Interest Charge of $1.00 will be assessed for each billing cycle in which an Interest Charge is payable.
Transaction Charges	None.

Annual Fee	$0.
Transaction Fees	
• Balance Transfer Fee	None.
• Cash Advance Fee	None.
• Foreign Transaction Fee	None.
Penalty Fees	
• Late Payment	Up to $35.
• Over the Credit Limit Fee	None.
• Returned Payment	Up to $25.

Balance Computation Method: Average Daily Balance (including new purchases)
The "Daily Balance" of a Credit Plan is determined by taking the opening balance of the Credit Plan for that day, and adding 1) any new purchase made on the Credit Plan that day, 2) the previous day's Interest Charges, 3) any credit insurance premiums or debt cancellation fees (if applicable) incurred on that day and 4) any late fees, over the credit limit fees, returned payment fees or other fees incurred on that day and subtracting any payments or credit applied to the Credit Plan that day. If your Account is subject to a grace period during the billing cycle, payments made during that cycle will be subtracted from all Daily Balances in the current cycle.

Required Insurance, Debt Cancellation or Debt Suspension Coverage: None

Disclosure of Rates: The Daily Periodic Rate which is used to determine your Interest Charges and the corresponding Annual Percentage Rate, will be variable rates which may change monthly. The Daily Periodic Rate will be one-three hundred sixty fifth of the sum of the U.S. prime rate published in Money Rates table of *The Wall Street Journal* that is in effect on the last day of the month. ("Prime Rate"), plus a "Spread" of 20.74 percentage points for the Standard Rate and a "Spread" of 23.74 percentage points for the Penalty Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.

CAPITAL ONE® CUSTOMER AGREEMENT

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

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Cardholder Agreement.

You may pay the entire New Balance at any time.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes 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 decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. 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. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

You have been approved for a Saks Fifth Avenue credit card. This account is issued by Capital One, N.A. (Capital One).

INTEREST RATES INFORMATION

Your variable Annual Percentage Rate (APR) is your Spread plus the Prime Rate, which is described in the HOW A VARIABLE RATE MAY CHANGE section. Your Daily Periodic Rate (DPR) is described in the INTEREST CHARGES section.

Rates accurate as of 11/01/2013

	APR	DPR	Spread
Standard APR	23.99%	.06573%	20.74%
Penalty APR	26.99%	.07395%	23.74%

HOW A VARIABLE RATE MAY CHANGE

Your variable APRs can change with each monthly billing cycle.

We will apply each APR to the applicable balance for each type of transaction. Each variable APR will be equal to:
a) the amount shown in the chart ("Spread"); plus
b) the U.S. "Prime Rate" as defined below.
The Prime Rate will be as shown in the Money Rates table of *The Wall Street Journal* that is in effect on the last day of the month.

Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.

An increase in the U.S. Prime Rate will increase your Daily Periodic Rates. It may also increase your
- Interest Due; and/or
- Minimum Payment Due.

ABOUT THE PENALTY APR

If you do not make your Minimum Payment Due within 60 days after the Payment due date we may increase your APRs to the Penalty APR.

If this occurs:
- we will provide advance notice before the Penalty APR goes into effect.
- once the Penalty APR goes into effect, if you make six consecutive on-time minimum payments when due, your rates will return to the non-penalty APRs applicable to your Account.
- If you do not make six consecutive on time minimum payments, we may keep the Penalty APR on your Account indefinitely.

ABOUT INTEREST CHARGES

TREATMENT OF FEES AND INTEREST

Any fees or Interest will be added to your purchase balance unless otherwise stated in this Agreement.

MINIMUM INTEREST CHARGE

If you are charged Interest, the charge will be no less than the Minimum Interest Charge listed in the chart.

ABOUT ACCOUNT FEES & OTHER CHARGES

FEES AND LIMITS

The fees that apply to your Account are shown in the purchase balance unless otherwise stated in this Agreement.

If charging any fee shown in the chart would exceed first-year fee limits set by law, we may charge an amount allowed by law. If we do this, it does not affect our ability to charge the full fee amount later.

LATE PAYMENT FEE

This fee is shown in the chart below. It is charged in any billing cycle that you do not pay at least the Minimum Payment Due by the Payment Due Date. In no event will your Late Payment Fee exceed the Minimum Payment Due.

Outstanding Balance on Payment Due Date	Late Payment Fee - first time your payment is late.	Late Payment Fee–if another payment is late during the next 6 billing cycles.
Up to and including $100	$19	$19
More than $100 and up to and including $300	$25	$29
More than $300	$25	$35

OVER THE CREDIT LIMIT FEE

This fee is shown in the table on page 1 and will be charged if:
- your Account balance exceeds your credit limit at any time during a billing cycle.

RETURNED PAYMENT FEE

This fee is shown in the table on page 1. It is charged each time a check or other form of payment to us is returned or not honored.

PAYMENT BY PHONE FEE

This fee:
- may be charged each time anyone makes a payment to your Account with the assistance of a live phone representative; and
- the amount is disclosed at the time a payment by phone is requested.

COPY REQUEST FEE

A copy request fee may be charged each time a copy of a document is requested.

The fee amount will be disclosed at the time of your request.

REISSUED CARD FEE

You may be charged $5 each time you request that your credit card be reissued.

MINIMUM PAYMENT DUE

You agree to pay us at least the Minimum Payment Due, reflected on your statement. If you wish, you may pay more than the Minimum Payment Due and at any time you may pay the entire amount due. To obtain your Minimum Payment Due, we add the following amounts (1+2+3):

1) Any delinquent amount you owe us from a previous cycle;

2) the greater of

   a.) 4% of your "Minimum Payment Balance" (which is your "new Balance" less balances on Special Repayment Terms Credit Plans)

   or

   b.) 1% of your Minimum Payment Balance plus Current billed Interest Charges and current Late Fees, plus the Special Repayment Terms for any Promotional Credit Plans with Special Repayment Terms, rounded to the next highest dollar. If this amount is less than $25, we will use $25;

3) any debt cancellation fees attributable to Promotional Credit Plans with Reduced Rate/Special Repayment Terms.

Your monthly billing statement will include requirements for you to follow in making payments including the cut-off hour for receipt of payments, which may affect crediting of your payments.

INTRODUCTION

KEY TERMS
"You" and "your" means each Applicant:

- applied for this Account bearing the name Saks Fifth Avenue; and/or
- agrees to pay for the Account.

"We," "us," and "our" means Capital One, N.A. located at 1111 Town Center Drive, Las Vegas, Nevada 89144.

"Applicant" means the primary Cardholder.

"Agreement" means all parts of this document and any future supplements or amendments.

"Card" means any card, card number or other device we issue to access your Account.

GETTING STARTED
The Card must be signed to be used.

When you use the Account or sign the card or sales slips, you agree to:
- the terms of this Agreement; plus
- any amendments or supplements to the Agreement.

You may close your Account at any time. Please see the Closing Your Account section for details.

PRIVATE LABEL ACCOUNT
If your card:
- has a merchant name on it; and
- is linked to both your bank card Account and your merchant Account you agree to the following:
  a) your bank card Account will be closed if you or we close your merchant Account; and
  b) any updates you make to either account will apply to both. These updates might include changes to your:
     - name or address
     - email address
     - authorized users
  c) purchases will be charged to the Private Label Account when the Card is used at the merchant whose name appears on the Card.

USING YOUR ACCOUNT

ALLOWED USE
You agree to:

- use your Account only for lawful purposes
- use your Account for only personal, family, household, or charitable purposes; and
- repay us for all costs related to uses not allowed under this Agreement.

You are not allowed to use your Account:

- to make payments to this credit card or any other loan payments to us or our affiliates; or
- for internet gambling.

If you have given someone permission to use the Card, this is not unauthorized use and you will be liable for all use by that person.

CREDIT LIMIT
When you open your Account, we will tell you your credit limit.

We may change this limit from time to time. Whenever this occurs, we will notify you:
- on your billing statement; and/or
- by sending a notice.

You agree to:
- keep your Account balance (which includes Interest and other charges) within your credit limit; and
- immediately pay any over limit amount that might occur.

Your available credit may not reflect your payments for up to 14 days. If a transaction would exceed your available credit limit, we may decline it.

USING THE ACCOUNT
At times we may:
- decline a transaction if there is not enough available credit and for any other reason and/or;
- require our Authorization before allowing a transaction.

A merchant may check your ID.

We are not liable if:
- a merchant refuses your card; and/or
- we do not complete your transaction for any reason.

PAYING YOUR BILL

PROMISE TO PAY
You promise to pay for all:
- credit we extend; plus
- Interest charges and other fees or charges; plus
- collection costs and attorney fees as allowed by law.

If your Account is a joint Account, each of you is jointly and individually responsible for amounts due. This remains true in the event of death, divorce or other events that affect liability between you and the other person.

If any joint Accountholder requests to not be liable for future transactions, we may close the Account.

SECURITY INTEREST
A "Security Interest" is our interest in an item that you buy using your Account that secures the payment of your Account.

Except as noted below, you grant us a security interest (which we may or may not perfect) in the following items financed using your Account:
- any goods you buy with your Card; and
- any proceeds you get from the following:
  a) insurance contracts, and returned premiums: and/or
  b) mechanical failures and/or
  c) extended service contracts.

Each good you buy using your Account:
- secures your entire Account balance until that good is paid in full; and
- may be taken from you if you do not pay on time.

To decide when a purchase is paid off and no longer subject to a security interest, your payments will be first applied to: described in the "How We Apply Payments" section of this agreement.

Once you have fully paid for any good, we will release our purchase money security interest in that good.

We do not take a security interest if you:
- live in NY and the original purchase price of the good was less than $200 or
- live in MD and the original purchase price of the good was less than $700.

If we take back any good, we may charge you our costs and require you to make the good available at a convenient place of our choice as allowed by law. This may include our cost to:

- repair the good; and/or
- store the good; and/or
- sell the good; and/or
- other costs allowed by law.

WHEN AND HOW TO PAY
You agree to:

- pay at least the Minimum Payment Due shown on your billing statement; and
- make this payment in time to be credited by no later than the Payment Due Date.

How your Minimum Payment Due is determined as shown in the MINIMUM PAYMENT DUE section.

If you wish, you may pay more than the Minimum Payment Due or the entire balance at any time.

Instructions for making timely payments are shown on your billing statement.

Payments must be:
- made in U.S. dollars; and
- paid from a U.S. bank or other U.S. financial institution; and
- sent in a form that is acceptable to us.

Acceptable forms of payment include:
- a check or money order; or
- an electronic funds transfer

If you want to write any special conditions on your payment, such as "paid in full", "without recourse", or similar language, you must:
  – Mark this clearly on your payment.
  – Payment must be marked for Special Handling and sent to:
    PO Box 10298, Jackson MS, 39289-0298

Unless you follow the above directions, we may accept a payment marked with special conditions and not agree to those conditions, and will not lose any of our rights.

By sending us a check for payment on your Account, you authorize us either to:
- use information from your check to initiate an electronic fund transfer from your payment account according to the terms of the check; or
- to process this transaction as a check.

When we use your check to make an electronic fund transfer:
- funds may be withdrawn from your payment account the same day we receive your payment; and
- you will not receive your check back from your bank.

When you use our optional payment by phone service, you agree that:
- we may make an electronic funds transfer from the bank account you choose; or
- we may process the payment the same way we would process a check.

You authorize the amount and timing of each payment. Please retain this authorization for your records.

If you have a returned payment:
- the amount you paid will be added back to your Account and may be applied to a different category than originally posted. (e.g. purchases, etc.); and
- Interest Charges may be restored back to the payment date at the APR for that transaction.

ACCOUNT FEES AND OTHER INTEREST RATES

ABOUT YOUR APRs
Your APRs are shown on page 1.

A Daily Periodic Rate is used to determine your Interest Charges in any billing cycle. To determine this rate, we divide your APR by 365; then round this number up to the next hundred thousandth of a percentage point.

PROMOTIONAL CREDIT PLANS
From time to time, we may offer one or more Promotional Credit Plans. These may be offered to you:
- prior to your purchase; and/or
- at the time of your purchase.

Any of these Plans may be offered at any time and are conditioned on your timely payment of at least the Minimum Payment Due for each billing statement:

a) Waived Interest Charge Credit Plan
With this Plan there are no Interest Charges on your purchase for a specified period.

b) Same As Cash / Monthly Payment Credit Plan
With this Plan, there are no Interest Charges on your purchase if you repay the full cash price of the purchase before the promotional expiration date shown on your billing statement.

If you do not repay in full by the promotional expiration date, Interest Charges will be imposed from the purchase date.

c) Reduced Rate Credit Plan
With this Plan, you will receive a reduced periodic rate on your purchase for a specified period.

d) Special Repayment Term Credit Plan
With this Plan special repayment terms will be applied to the purchase for the specified period.

e) Special Repayment Term / Reduced Rate Credit Plan
With this Plan special repayment terms and a reduced periodic rate will be applied to the purchase for the specified period.

Purchases that do not fall under one of these Plans are called Regular Credit Plan purchases.

If you make more than one purchase on your card, these balances may be treated differently.

Certain rules apply to the allocation of payments and interest charges on your promotional purchase if you make more than one purchase on your Card. Call 1-888-367-4310 or review the HOW WE APPLY PAYMENTS section of this Agreement for information.

INTEREST CHARGES

HOW INTEREST CHARGES ARE CALCULATED
Each billing statement shows the Interest Charges, which are calculated separately for each:
- Promotional Credit Plan with a unique due date or unique terms;
- Regular Credit Plan

The total interest charge for the billing cycle is the sum of the interest charge for each plan subject to the minimum interest charge shown in the chart.

For Same As Cash Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current cycle. The Interest Charge is the total of:
- the applicable Daily Periodic Rate for the current cycle times the Daily Balance for each day in the current cycle; plus
- the applicable Daily Periodic Rate for each prior cycle times the Daily Balances of the Credit Plan for each day during each prior cycle.

For Plans other than Same As Cash, the interest charge is the total of:
- the applicable Daily Periodic Rate for the Plan times the Daily Balance for the plan for each day in the cycle.

HOW DAILY BALANCE IS DETERMINED
To determine your Daily Balance, we:
- take the opening balance for each Plan for that day; then
- add the following that were incurred on that day:
  a) any new purchases
  b) any previous day's periodic Interest Charges
  c) any fees and charges, including any credit insurance premiums or debt cancellation fees, if these apply; then
- subtract any payments and/or credits.

For any Same As Cash Credit Plan:
Any credit insurance premiums or debt cancellation fees are not included in the Daily Balance of that Plan during the promotional period.

We also make any needed adjustments. For example:
- If a transaction posts after but occurs before the start of a billing cycle, we may adjust the amount above to include this transaction. It will be included as of the first day of the billing cycle in which it posts.
- If your Account is subject to a grace period during the billing cycle, your payments will be subtracted from all Daily Balances in the current billing cycle.
- If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, we will make this adjustment:
  –the applicable Daily Balance(s) and any related Interest Charges will be adjusted to include the transaction amount as of the date of the original payment or transaction.

To calculate your Average Daily Balance, we:
- add the Daily Balances for each day of the billing cycle; then
- divide this total by the number of days in the billing cycle.

HOW TO AVOID PAYING INTEREST ON PURCHASES
The number of days until your Payment Due Date after the close of each billing cycle is indicated in the Interest Rates and Interest Charges section of this Agreement. We will not charge you Interest on purchases if you pay your entire balance by the due date each month.

Interest charges begin on the transaction date and continue to accrue until paid in full except as noted below:

EXCEPTIONS
1. **For New Purchases and balances**: No interest is charged in a billing cycle on a Regular, Reduced Rate, or Special Repayment Terms Credit Plans if the combined Previous Balance of those Plans at the beginning of the cycle is:
   a) zero; or
   b) a credit balance (e.g., less than zero); or
   c) paid in full before the Payment Due Date that falls during the cycle;
2. **For Waived Interest Charge Credit Plans:** No interest is charged for the promotional period.
3. **For Same As Cash Credit Plans:** No interest is charged if the full cash sales price is paid in full before the promotion expiration date.

HOW WE APPLY PAYMENTS
The amount of your payment that is equal to the Minimum Payment Due is:
- applied as we determine within legal guidelines; and
- usually applied to the minimum due on each credit plan.

Any payment amount over the Minimum Payment Due is applied to higher APR balances before lower ones.

If you have a Same As Cash Credit Plan(s):
- **Until the final two complete billing cycles:**
  - **We apply payments the same way we apply payments to a Same As Cash Credit Plan having a 0% APR**
- **During the final two complete billing cycles and up to the date of expiration we will apply payments received in this order:**

1) To the required Minimum Payment Due; and
2) To the plan(s) that is expiring, in the order of expiration.

MANAGING YOUR ACCOUNT

OTHER USERS
You may permit others to use your Card or Account Number.

You are responsible for all charges made by permitted users.

If you wish to revoke another person's permission to use your Account, you must notify us. We may close your Account and issue a new Card with a different Account number.

UPDATING YOUR RECORDS
You agree:
a) to give us prompt advance notice of any change in your name, mailing address, phone number, or employer;
b) to promptly give us accurate financial information about you if we ask for it; and
c) the Department of Motor Vehicles may release your home address to us if we ever need it to find you.

CLOSING YOUR ACCOUNT
You can close your account at any time by mailing your request to PO Box 10298, Jackson MS, 39289-0298. Your request becomes effective when we receive it.

Once you close the Account:
- you must destroy your card(s); and
- you will still be responsible for all amounts owed according to the terms of this Agreement.

PROTECTING YOUR CREDIT

LOST OR STOLEN CARD
You agree to notify us immediately if:
- your Card is lost or stolen; or
- your Account is used without your permission.

You may call at any time. The phone number is listed on your billing statement.

LIABILITY FOR UNAUTHORIZED USE
If you notice the loss or theft of your credit card, or a possible unauthorized use of your card, you should call us at the number listed on your billing statement or the back of your card, or write to us immediately at:

PO Box 10298, Jackson MS, 39289-0298

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.

DEFAULT
We may consider your Account to be in Default if you:
a) fail to make the Minimum Payment Due when due;
b) exceed your credit limit;
c) become the subject of bankruptcy proceedings, foreclosure, repossession, lien or judgment, garnishment, or attachment;
d) give us misleading, false or incomplete information;
e) fail to give us a current physical address when you apply and whenever you move;
f) make payments to us that are returned unpaid by your bank or other financial institution; or
g) default under any other agreement or security agreement you have with us or with one of our affiliates; and/or
h) become incompetent or deceased.

Upon default, we have the right to:
- close your Account;
- suspend your credit privileges;
- require you to pay your entire Account balance including any Promotional Credit Plan balances, all accrued but unpaid Interest Charges and other charges provided for in this Agreement immediately;
- terminate any Promotional Credit Plans and convert balances to a Regular Credit Plan;
- change the terms of your Account;
- sue you for what you owe.

If we incur costs to collect your balance owed including any attorney fees, we may charge you for these costs as permitted by applicable law, and we will apply your payments first to these costs.

CREDIT REPORTING
You agree that we may obtain and use credit information about you from others such as:
- merchants or stores;
- other lenders;
- consumer reporting agencies.

If you believe we have reported inaccurate information about your Account to any consumer reporting agency you should:
- notify us and ask us to correct the inaccurate information by writing to us at PO Box 10298, Jackson MS, 39289-0298.

When you write to us, tell us:
- your Account number; and
- the specific information you believe is not correct; and
- why you believe it is not correct.

INSURANCE
If credit insurance was offered and your accepted it: You agree that your Account will be charged monthly; this charge, which is called an insurance premium, will be based on the Average Daily Balances of your Account for the billing cycle in which the premium is assessed; and the charges will begin on the transaction date(s) of your purchase(s).

OTHER AGREEMENTS

ACCOUNT CLOSURE
At any time, for any reason, we may take any of these actions subject to applicable law:
a) close your Account;
b) suspend your credit privileges;
c) reduce your credit limit.

If we close your Account:
- Interest Charges and fees will continue to accrue until your balance is paid in full; and
- you agree to return or destroy your Card(s).

COMMUNICATIONS
We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:
1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
2) contact you using an automated dialing or similar device ("Autodialer");
3) contact you at your home and at your place of employment;
4) contact you on your mobile telephone;
5) contact you at any time, including weekends and holidays;
6) contact you with any frequency;
7) leave prerecorded and other messages on your answering machine/service and with others; and
8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

CHANGE OF TERMS
We may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to the legal, business, competitive environment or other reasons not listed here.

We may increase the Interest rate on existing balances in limited circumstances. Changes to some terms may require at least 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account.

ACCOUNT ASSIGNMENT
We may sell, assign or transfer all or any part of your Agreement and Account without notice to you. You may not sell, assign or transfer your Account.

WAIVERS
If we delay or take no action allowed under this Agreement, for any reason, we will not lose or limit any of our rights under this Agreement on any other occasion.

SEVERABILITY
If a term is found to be invalid under any applicable law, rule or regulation, then all other terms of this Agreement will remain valid.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-522-3330.

NOTICE FOR OHIO RESIDENTS: 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.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

The information about the costs of the Card described in this Cardholder Agreement and Disclosure Statement is accurate as of November, 2013. This information may have changed after that date. To find out what may have changed write to us at 1111 Town Center Drive, Las Vegas, Nevada 89144.

APPLICABLE LAWS
This Agreement is governed by the Commonwealth of Virginia law and federal law.

We make our credit decisions and extend credit to you under this Agreement from the Commonwealth of Virginia. This Agreement is:
- entered into in the Commonwealth of Virginia; and
- maintained in the Commonwealth of Virginia.

This is true whether or not you use your card in the Commonwealth of Virginia.

Your Billing Rights: Keep This Document For Future Use

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:

PO Box 10298, Jackson MS, 39289-0298

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, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:
1. 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.

2. 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:

PO Box 10298, Jackson MS, 39289-0298

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.

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