

Important Information Regarding Electronic Communication

Read this information carefully and keep a copy for your records

Prior to applying for a KAY Jewelers Credit Card, Comenity Bank requests your consent to provide you important information electronically.

- You understand and agree that Comenity Bank may provide you with all required application disclosures regarding your KAY Jewelers Credit Card application in electronic form. These disclosures include, but are not limited to, Terms and Conditions, the Credit Card Account Agreement and Customer Privacy Statement.
- You agree to keep us updated at all times with your current contact information. If your contact information has changed please contact us at [1-855-506-2499](tel:1-855-506-2499) (TDD/TTY: [1-800-695-1788](tel:1-800-695-1788)).
- This consent does not enroll you in paperless statements. In order to enroll in paperless statements, please visit Account Center.
- At your request, we will provide you with paper copies of these disclosures. You have the right to withdraw consent, without a fee. Please call us at [1-855-506-2499](tel:1-855-506-2499) (TDD/TTY: [1-800-695-1788](tel:1-800-695-1788)) to withdraw your consent to receive electronic disclosures.
- In order to receive electronic communications and to obtain the best view of these communications you will need access to the Internet, have a web browser which supports HTML, SSL-encryption, JavaScript, CSS, the capability to download and print these disclosures, and Adobe Reader to view PDF files. You may download it for free at <https://get.adobe.com/reader/>. Visit the [Common Security Questions](#) page for additional web browser information. By selecting the "Submit" button, you confirm that your system meets these requirements and that you have the capability to access and download or print electronic disclosures.
- We recommend that you retain a copy of these disclosures for your records.

If this is a kiosk, this kiosk will display the disclosures listed above. Printed copies can be obtained at the customer service desk.

Note: Your KAY Jewelers Credit Card account is issued by Comenity Bank Please review Comenity Bank's [Financial Privacy Policy](#) and [Online and California Privacy Policy](#) for more information. California Residents: Submit a Data Request Form to make a [Do Not](#)

[Sell My Personal Information](#) request.

Rate and Fee Summary

This Rate and Fee Summary (Summary) is part of the Credit Card Agreement (Agreement) for the **KAY Jewelers Credit Card Account**. Read it and keep it.

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 29.99% |
| How to Avoid Paying Interest | Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If you do not, you will not get a grace period on purchases again until you pay the entire balance by the due date for two billing periods in a row. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than \$2 per credit plan. |
| 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 |
| Penalty Fees • Late Payment • Returned Payment | Up to \$40 Up to \$40 |

How We Will Calculate Your Balance: We use a method called “daily balance (including current transactions).” Review your Agreement for more details.

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

Wisconsin Residents: If you are married, contact us upon receipt of this Agreement at the General phone number in the How to Contact Us section below and give us your spouse’s name and address.

Print Date: This Summary was printed June 2021. The information was accurate as of that date but may have changed. To find out more, contact us at the General mailing address or phone number in the How to Contact Us section below.

Issuer Name: Your Card is issued by Comenity Bank.

Governing Law: This loan is made in Delaware and this Agreement is governed by Delaware and federal law.

Rate Information: The following chart provides details on your rates as of the Print Date shown above. If this Agreement was provided at point of sale, review the Agreement with your welcome package for variable rate information in effect within 30 days of mailing.

| | APR | Daily Periodic Rate | Margin |
|-----------|------------|----------------------------|---------------|
| Purchases | 29.99% | 0.08216% | N/A |

Annual Fee: If there is an Annual Fee in the Fees table above, this fee will be charged with the close of your first billing period and annually thereafter. We will refund this fee if you close your Account within 30 days of the mailing or delivery date of the statement on which the fee appears. The fee is otherwise non-refundable.

Late Fee: If you do not pay the Minimum Payment by the Due Date, we charge a Late Fee. The fee is \$29 if you were not charged a Late Fee during the prior six billing periods. Otherwise, it is \$40. This fee will not exceed the amount permitted by law.

Returned Payment Fee: If you make a payment that is not honored, we charge a Returned Payment Fee even if the payment is honored on resubmission. The fee is \$29 if you were not charged a Returned Payment Fee in the same or the prior six billing periods. Otherwise, it is \$40. This fee will not exceed the amount permitted by law.

Alternative Payment Method Fee: We may allow you to make an expedited payment over the phone. If you do, we may charge a fee. Currently, that fee is up to \$15. We’ll let you know the current fee before you authorize any payment and you can withdraw your request if you don’t want to pay the fee.

Promotional Credit Plans for KAY Jewelers Credit Card: Purchases made at a participating KAY Jewelers location or the KAY Jewelers website on a KAY Jewelers Credit Card Account may qualify for a Promotional Credit Plan as described below. As of the Print Date, your Purchase APR is 29.99%.

Current offers may include:

Deferred Interest, Equal Payment: No interest if paid in full within 6, 12, 18, 48, or 60 months. Interest will be charged to the Account from the purchase date at the Purchase APR if the plan balance is not paid in full within the promotional period.

Deferred Interest, Payment Required: No interest if paid in full within 6, 12, or 18 months. Interest will be charged to the Account from the purchase date at the Purchase APR if the plan balance is not paid in full within the promotional period.

Low APR, Equal Payment: 9.90% APR for 48 or 60 months; 14.99% APR for 36, 48, or 60 months; 16.99% APR for 36 months. After that the Purchase APR will apply to any remaining plan balance.

Applicable to All Promotional Credit Plans

- **Available plans and offer terms are subject to change. Plan availability may be limited to certain locations or web purchases. For more information, visit a participating KAY Jewelers location or the KAY Jewelers website.**
- Minimum payments are required for each Credit Plan. Review the Minimum Payment section below for more details.
- Minimum payments are not guaranteed to pay the promotional plan balance within the promotional period. You may have to pay more than the minimum payment to avoid paying interest at the purchase APR. Some balances may be paid off before the promotional period ends.
- Your minimum payment may be higher than if you did not select promotional financing.
- Valid for single transaction only. If the single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement and minimum interest charge.

Minimum Payment: You may pay the entire Account balance at any time. You must pay at least the Minimum Payment each billing period by the Due Date on your statement.

If the New Balance on your statement is less than \$29 (or \$35 if you were charged a Late Fee during the prior six billing periods), the Minimum Payment is the New Balance. If the New Balance is more than \$29 (or \$35 if you were charged a Late Fee during the prior six billing periods), the Minimum Payment is the Past Due amount plus the sum of the amounts due on each Credit Plan as follows:

| | |
|--|---|
| Regular Purchase, Deferred Interest, Payment Required and Waived Interest, Payment Required | 5% of plan balance at end of billing period rounded up to nearest \$5 (minimum \$5) |
|--|---|

| | |
|--|--|
| Deferred Interest, Equal Payment and Waived Interest, Equal Payment | Purchase amount divided by number of months in promotional period rounded up to nearest \$5 (minimum \$5) |
| Low APR, Equal Payment | Purchase amount including calculated interest charges from purchase date through end of promotional period divided by number of months in promotional period rounded up to nearest \$5 (minimum \$5) |
| Deferred Interest, Low Payment and Waived Interest, Low Payment | 1% of plan balance at end of billing period rounded up to nearest \$5 (minimum \$5) |
| Budget Payment or Open Charge Budget Payment | Monthly payments of \$49, \$99, \$149, \$199 or \$299, as specified in offer based on transaction amount |
| Open Charge (except Open Charge Budget Payment) | Dependent upon above for corresponding Credit Plan If your balance increases during the Open Charge Period, your Minimum Payment will increase |

How to Contact Us:

| | |
|----------------------------------|---|
| Arbitration Claims | Comenity Bank, PO Box 182436, Columbus, OH 43218-2436 |
| Arbitration Rejection | Comenity Bank, PO Box 182422, Columbus, OH 43218-2422 |
| Bankruptcy Notifications | Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125 |
| Billing Errors | Comenity Bank, PO Box 182782, Columbus, OH 43218-2782 |
| Credit Reporting Disputes | Comenity Bank, PO Box 182789, Columbus, OH 43218-2789 |
| Disputed Debts | 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 |
| General | <p>Credit Card Customer Care:</p> <ul style="list-style-type: none"> • KAY Jewelers: 1-855-506-2499 • TDD/TTY: 1-800-695-1788 • comenity.net/KAY • Comenity Bank, PO Box 182273, Columbus, OH 43218-2273 <p>When writing, include your name, address, phone number and Account number.</p> |

Credit Card Agreement

This Agreement, including the Summary, is your contract with us. Read it and keep it.

Acceptance: You accept this Agreement if you use the Account or you do not cancel your Account within 30 days after delivery of the Agreement. Your signature on any application or solicitation for this Account or other evidence of indebtedness on your Account is your

signature on this Agreement.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. If you do not, it will be part of this Agreement.

Changes: The rates, fees and terms of this Agreement may change and we may add or delete any term. We will give you advance notice and a right to reject, if required by law.

Definitions

Account: the credit card account with us under this Agreement.

Authorized User: any person you allow to use your Account.

Card: one or more cards or access devices, including your Account number or virtual card, we issue to you, or someone you authorize, to get credit under this Agreement.

Cash Advance: if applicable, the use of your Account to:

- get cash from an ATM, financial institution or other location;
- buy lottery tickets, money orders, foreign currency, gift cards or similar items;
- get cash or pay someone using a check we offer for that purpose;
- make any other transaction the merchant codes as a cash advance, money transfer or gambling.

Balance transfers are Cash Advances unless we tell you otherwise.

Credit Plan: each balance subject to different financing terms, such as regular purchases, Cash Advances, and promotional plans.

Margin: the amount added to the Prime Rate to determine a variable APR.

Prime Rate: the U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the last business day of the calendar month.

We, us or our: the issuer of your Card and its successors and assignees.

You, your or yours: each person who submits an application or solicitation for an Account and any other person contractually liable under this Agreement.

Using Your Account

| | |
|---------------------------------|--|
| Your Agreement | You agree to use your Account in accordance with this Agreement. You agree to pay us for all amounts due on your Account, including charges made by Authorized Users. You agree not to use your Account for illegal transactions. |
| Use of Account | You may use your Account to make purchases anywhere the Card is accepted. If your Card has the logo of one of our network providers (e.g., Visa and Mastercard), you may use your Account to make Cash Advances. |
| Authorized Users | You may request Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account. |
| Joint Accounts | If this is a joint Account, each of you agrees to be individually and jointly liable for the entire amount owed. Any notice we send to either of you will serve as notice to both of you. |
| Credit Authorizations | We may decline to authorize a transaction for any reason. We will not be liable to you if we do or if anyone refuses any use of your Card. |
| Credit Limit | We will tell you your credit limit or limits. Keep your balance below your credit limit or limits. If you do not, you must still pay us. We may change your credit limit or limits at any time, without notice. |
| Promotional Credit Plans | We may offer special financing terms, such as deferred interest, waived interest, low APR or equal payment options. The Credit Plan or Plans will be subject to the terms of the offer and this Agreement. |
| Electronic Access | Applications (apps) on electronic devices (such as mobile wallets) can store your Card and be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible for any consequences from your violation of those terms. |

APRs and Interest Based on APRs

Review your Summary for the APRs that apply to your Account

| | |
|--|---|
| Variable APRs | We add the applicable Margin specified in the Rate Information chart on the Summary to the Prime Rate to determine Variable APRs. Variable APRs increase or decrease when the Prime Rate changes but will not exceed any Maximum APR specified in the Rate Information chart. Any APR change will take effect on the first day of the billing period that begins after the Prime Rate changes. Increased APRs will increase your interest charges and may increase your Minimum Payment. |
| Daily Balance Method (including current | We calculate interest for each Credit Plan each day by applying the applicable daily periodic rate to the daily balance. The daily periodic rate is the APR for the Credit Plan divided by 365. |

transactions)

We start with the beginning balance each day (including unpaid interest and fees).

We add new transactions and fees to the applicable Credit Plan. We add transaction fees to the same Credit Plan as the transaction. We add all other fees to the regular purchase Credit Plan.

We subtract new credits and payments from the applicable Credit Plan and make other adjustments to get the partial daily balance.

We multiply the partial daily balance by the daily periodic rate to get the daily interest.

We add the daily interest to the partial daily balance to get the daily balance. This results in daily compounding of interest.

We add all the daily interest to get the total interest for the Credit Plan for the billing period. For a Deferred Interest Credit Plan, this interest is deferred.

We round interest to the nearest cent.

Charging Interest: Interest begins on a transaction, fee or interest from the day added to the daily balance until paid in full.

How to Avoid Paying Interest on Regular Purchases (Grace Period): If you did not have a Previous Balance, or if you paid the New Balance on your previous statement by the Due Date on that statement, we will not charge interest on new regular purchases, or any portion thereof, paid by the Due Date on your current statement. If you have promotional Credit Plans and/or balance transfers, we may exclude some of those balances from the amount you have to pay in a billing period to keep your Grace Period. However, you must pay (i) any required minimum payment on such balances, (ii) the full amount of any Cash Advances and (iii) the full amount of any promotional Credit Plan that expires in that billing period.

You Could Lose Your Grace Period: If you do not pay your New Balance in full each billing period, then, depending on how we apply your payment, you may not get a Grace Period on new regular purchases. Once you lose your Grace Period, you can get it back by paying the New Balance (less any promotional Credit Plans and/or balance transfers as described above plus any interest charged up to the date the payment posts) in full for two billing periods in a row.

Waived Interest Credit Plan: We do not impose interest on plan balances during the promotional period. After the promotional period, any remaining balance is added to the regular purchase balance and is subject to interest at the then-current rate for regular purchases.

Deferred Interest Credit Plan: Interest accrues on plan balances from the transaction date. We do not impose that interest if you pay the balance in full by the end of the promotional period. After the promotional period, any remaining balance and interest from the transaction date is added to the regular purchase balance and is subject to interest at the then-current rate for regular purchases.

Payments

Payment Instructions We credit payments in accordance with the terms on your statement. Review your statement for details. Pay in U.S. dollars, in funds on deposit in the U.S. If you don't, we may refuse your payment or charge you our costs to collect the funds.

How We Apply Payments

We apply payments up to the Minimum Payment at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment will be applied in accordance with law.

Other Information

Default

You are in default if:

- you fail to comply with this Agreement or any other agreement with us or an affiliate;
- a bankruptcy or other insolvency proceeding is filed by or against you;
- we reasonably believe you are unable or unwilling to repay us;
- you die or are legally incompetent or incapacitated;
- you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary.

If you are in default, we may declare the entire balance immediately due and payable without notice.

Collection Costs

If we use an attorney to collect your Account, we may charge you our costs if and as permitted by law. These may include reasonable attorneys' fees and court costs.

Privacy Policy

You authorize us to share information about you and your Account as permitted by law. Review our Privacy Statement for details about our information sharing practices.

Credit Reporting

We may check your credit, employment and income records in connection with an application, update, renewal or extension of credit on your Account (including collections and dispute investigations). You consent to our obtaining such records by submitting an application or solicitation. Upon request, we will tell you the name and address of any credit reporting agency that furnished a report on you. We may report Account status and payment history to credit reporting agencies, other creditors and the company whose name or brand appears on your Card.

Unauthorized Use

Notify us immediately at the General mailing address or phone number in the How to Contact Us section of the Summary and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission.

Closing Your Account

You may close your Account at any time. You remain responsible for any amount owed under this Agreement. We may close, suspend or not renew your Account at any time, for any reason, without notice.

Foreign Transactions

If applicable, transactions in foreign currency are converted to U.S. dollars by our network providers (e.g., Visa and Mastercard) using their procedures in effect when the transaction is processed. Currently, they use a

government-mandated or wholesale rate. These procedures may change without notice.

The conversion rate you get may differ from the rate on the transaction or post date and from the rate our network provider gets. A third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to our network provider.

For any transaction made or processed outside the U.S. or in a foreign currency, we charge a fee in the amount on the Summary.

Conformance with Law; Severability

If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

No Waiver

We will not lose our rights under this Agreement because we delay or do not enforce them.

Assignment

We may assign any or all of our rights and obligations under this Agreement to a third party. You may not assign any of your rights or obligations under this Agreement.

New Jersey Residents All provisions of this agreement are valid, enforceable and applicable in New Jersey.

Communications with Us

Monitoring and Recording: Your communications with us and our affiliates, servicers, agents and contractors may be monitored or recorded. Inform Authorized Users and persons acting on your behalf or making payments on this Account of this provision.

Communication Authorization: You give direct consent to us and our affiliates, servicers, agents and contractors, including collection agents, to communicate with you in any way to service or collect your Account, such as calling, texting or email via:

- any phone number you give us even if the number is or converts to a mobile phone number;
- any other number you provide, use to contact us or may utilize;
- any other device or service for which you may be charged for the call, including Voice Over Internet Protocol (VOIP); and
- any email address you provide to us or any other person or company that provides any services in connection with this Agreement.

Subject to any restrictions of applicable law, we may contact you using automated telephone dialing systems and/or pre-recorded or artificial voice messages and any other form of communication.

Communications may result in additional mobile, text message, data or other charges.

You may change your preferences by calling the General phone number on the Summary.

Disputed Debts: All written communications about disputed amounts, including any check or payment instrument marked “payment in full” or similar, must be sent to the address for Disputed Debts on the Summary. We may accept payments sent to any other address without losing our rights.

Bankruptcy Notifications: Send bankruptcy notices and related correspondence to the address for Bankruptcy Notifications on the Summary.

Changes: You agree to notify us at the General phone number or address on the Summary or by updating your information on Account Center immediately upon changing your name, email address, mailing address or phone number.

Communication in Languages Other Than English: You agree to receive all Account communications in English. We may, at our option, communicate with you in other languages as a courtesy. We may stop communicating with you in non-English languages at any time. While we try to ensure accuracy of translations, we are not responsible for any inaccuracies in translation or misunderstandings due to differences in usage or dialect. In the event of inconsistency between the English version and the translation, the English version will control.

Notice for Active Duty Military Members and Their Dependents

The following disclosures apply to you if, in connection with opening your Account, we determine you are a “covered borrower” as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

- The provision of this Agreement titled “Arbitration and Jury Trial Waiver” does not apply to you.
- Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
- To hear information about these protections and a description of your payment obligations, call toll free at [1-866-230-0418](tel:1-866-230-0418) (or at the General TDD/TTY number on the Summary).

Arbitration and Jury Trial Waiver

Key Provisions

Please review the following important provisions carefully. Pay special attention to Paragraphs:

- A: Jury Trial Waiver;

- C: Arbitration Provision;
- C.1: Right to Reject;
- C.6: Court and Jury Trials Prohibited; Other Limitations on Legal Rights; and
- C.7: Class Action Waiver.

A. Jury Trial Waiver

To the extent permitted by law, you and we waive any right to trial by jury in the event of a lawsuit arising out of or related to this Agreement. This jury trial waiver shall not affect the Arbitration Provision below (including the jury trial waiver contained therein). You and we each represent that this waiver is given knowingly, willingly and voluntarily.

B. Notice and Cure

Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined below, "Claim"), the party asserting the Claim ("Claimant") shall give the other party ("Defendant") written notice of the Claim ("Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to the address for Arbitration Claims on the Summary (or any updated address we subsequently provide). Any Claim Notice you send must provide your name, address and Account number and explain the nature of the Claim and relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Defendant reasonably requests.

C. Arbitration Provision

Review this provision carefully. If you do not reject it in accordance with Paragraph C.1, Right to Reject, below, it will be part of this Agreement and will have a substantial impact on the way you or we will resolve any Claim you or we have against each other now or in the future.

1. Right to Reject

If you don't want this Arbitration Provision (and any prior arbitration agreement between you and us ("Prior Arbitration Agreement")) to apply, you may reject it by mailing us a written rejection notice which gives your name and contains a statement that you (both of you, if more than one) reject the Arbitration Provision of this Agreement. The rejection notice must be sent to us at the address for Arbitration Rejection on the Summary. A rejection notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within 30 calendar days after the date we first provide you with a credit card agreement or written notice providing you a right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or your ability to obtain credit.

2. Parties

Solely as used in this Arbitration Provision (and not elsewhere in this Agreement), the terms "we," "us" and "our" mean

- a. the issuer of your Card named on the Summary and its successors and/or assigns, as well as any parent, subsidiary or affiliate of theirs and their employees, officers and directors (the "Bank Parties"); and

b. any other person or company that provides any services in connection with this Agreement if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party.

3. Covered Claims

“Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, the Account, the issuance of any Card, any rewards program and/or any prior agreement or account. “Claim” includes disputes arising from actions or omissions prior to the date any Card was issued to you, including the advertising related to, application for or approval of the Account. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based on contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). “Claim” does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the prohibition against class proceedings, private attorney general proceedings and/or multiple party proceedings described in Paragraph C.7, Prohibitions Against Certain Proceedings (Class Action Waiver), Paragraph C.13, Severability, and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

4. Starting an Arbitration

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

5. Administrator

“Administrator” means the American Arbitration Association (“AAA”), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within 20 days after that dispute is finally resolved). If you do not select the Administrator on time, we may do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

6. Court and Jury Trials Prohibited; Other Limitations on Legal Rights **If you or we elect to arbitrate a Claim, you will not have the right to pursue that Claim in court or have a jury decide the Claim. Also, your ability to obtain information from us is more limited in arbitration than in a lawsuit. Other rights that you would have if you went to court may also not be available in arbitration.**

7. Prohibition Against Certain Proceedings (Class Action Waiver) **If you or we elect to arbitrate a Claim:**
a. neither you nor we may participate in a class action in court or in class-wide arbitration, either as a plaintiff, defendant or class member;
b. neither you nor we may act as a private attorney general in court or in arbitration;
c. Claims brought by or against you may not be joined or consolidated with Claims brought by or against any other person; and
d. the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or multiple-party arbitration.

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

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

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

11. Result and Appeals Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA and/or the rules of the Administrator. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

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

the other provisions of this Agreement, this Arbitration Provision shall govern. This Arbitration Provision replaces any Prior Arbitration Agreement.

13. Severability

If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions. First, if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision shall be void in its entirety. Second, if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

14. Special Payment

The arbitrator shall award you at least \$5,100 (plus any fees and costs to which you are entitled) if:

- you submit a Claim Notice in accordance with Paragraph B, Notice and Cure, above on your own behalf (and not on behalf of any other party);
- we refuse to provide you with the relief you request before an arbitrator is appointed; and
- an arbitrator subsequently determines that you were entitled to such relief (or greater relief).

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 the address for Billing Errors on the Summary

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. 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 the address for Billing Errors on the Summary.

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.

Pricing Addendum

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 29.99% |
| How to Avoid Paying Interest | Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If |

| | |
|---|---|
| | you do not, you will not get a grace period on purchases again until you pay the entire balance by the due date for two billing periods in a row. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than \$2 per credit plan. |
| Fees | |
| Annual Fee | None |
| Penalty Fees • Late Payment • Returned Payment | Up to \$40 Up to \$40 |
| Balance Computation Method | We use a method called "daily balance (including current transactions)." |

Please review the Important Information and Terms about opening an account prior to submitting your application.

To apply you must:

- Be at the age of majority in your state or territory;
- Have a valid government-issued photo ID;
- Have a valid government issued tax identification number, such as a Social Security number (SSN) or Social Insurance Number (SIN);
- Have a street, rural route, or APO/FPO mailing address. We do not accept PO Box mailing addresses.

You agree that this application and any information you submit to Comenity Bank may be shared with and retained by Kay Jewelers.

Important Information about Opening an Account

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

California Residents:

If you are married, you may apply for a separate account.

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.

New York, Rhode Island and Vermont Residents:

We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation.

Wisconsin Residents:

No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, Comenity Bank, unless the Bank, prior to the time credit is granted is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

If you have been preapproved, see below for details of your offer.

You can choose to stop receiving “prescreened” offers of credit from this and other companies by calling toll-free [1-888-567-8688](tel:1-888-567-8688). See [Prescreen & Opt-out Notice](#) below for more information about prescreened offers.

PREScreen & OPT-OUT NOTICE This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, [1-888-567-8688](tel:1-888-567-8688); or write: Experian, PO Box 919, Allen, TX 75013; TransUnion, PO Box 505, Woodlyn, PA 19094; Equifax, PO Box 740123,

Atlanta, GA 30374; SageStream, LLC, PO Box 503793, San Diego, CA 92150; Innovis, PO Box 495, Pittsburgh, PA 15230-0495.

Important Information for Covered Borrowers under the Military Lending Act

For New Accounts- Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account)

To hear this Military Lending Act disclosure and the payment obligations thereunder, call toll free at [1-866-230-0418](tel:1-866-230-0418); (TDD/TTY: [1-800-695-1788](tel:1-800-695-1788)).

I am applying to Comenity Bank for, and hereby request, a KAY Jewelers Credit Card for personal, family or household use. I hereby authorize Comenity Bank to investigate my credit record. The information that I have supplied is true and correct. I agree that a credit report may be obtained for any lawful purpose, including in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Upon my request, I will be informed of whether or not a consumer credit report was ordered, and if it was, I will be given the name and address of the consumer-reporting agency that furnished the report. I agree to be bound by the terms of the KAY Jewelers Credit Card account agreement. I acknowledge that I will receive a KAY Jewelers Credit Card account agreement upon approval. I also acknowledge that there is no agreement between Comenity Bank and me until Comenity Bank approves my credit application and accepts the KAY Jewelers Credit Card account agreement at its office in Delaware and that the KAY Jewelers Credit Card account agreement is deemed to be made in Delaware. Credit Card are issued and credit is extended by Comenity Bank, Wilmington, Delaware.

Please note:

By submitting this credit application, you are agreeing to the following with respect to certain consumer information about you.

You hereby authorize Comenity Bank ("us" or "we") to furnish our decision to issue an account to you to KAY Jewelers Credit Card. You hereby authorize us to furnish, if your application is approved, information concerning your account to credit bureaus, other creditors and KAY Jewelers Credit Card.

Check your information before submitting. We cannot process any submission without a complete and accurate name, address, date of birth and social security number. By submitting this Application you are acknowledging having read and understood the Important Rate, Fee and Other Cost Information and, if approved, agreeing to be bound by them.

Financial Privacy Policy

<http://www.comenity.net/kay/images/privacy.pdf> (PDF)

You need Adobe Reader to view PDF files. You may [download](#) it for free from Adobe.

| | |
|--------------|---|
| FACTS | WHAT DOES COMENITY DO WITH YOUR PERSONAL INFORMATION? |
| 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: <ul style="list-style-type: none">• Social Security number and income• Account balances and transaction history• Credit history and credit scores |
| 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 Comenity chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

Does
Comenity
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 - such as 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 nonaffiliates to market to you | Yes | Yes |

To limit our sharing

Our menu will prompt you through your choices:

- Comenity Bank customers: Call [1-800-220-1181](tel:1-800-220-1181) (TDD/TTY [1-800-695-1788](tel:1-800-695-1788))
- Comenity Capital Bank customers: Call [1-877-287-5012](tel:1-877-287-5012) (TDD/TTY [1-888-819-1918](tel:1-888-819-1918))

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call [1-866-423-1097](tel:1-866-423-1097)

Who we are

Who is providing this notice?

This privacy notice is provided by the Comenity family of companies, including Comenity Bank and Comenity Capital Bank.

What we do

How does Comenity 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 Comenity collect my personal information?

We collect your personal information, for example, when you

- open an account or provide account information
- give us your income information
- use your credit or show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates, or 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 nonaffiliates 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

Your choices will apply to everyone on your account.

**account I hold jointly
with someone else?**

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a Comenity name; financial companies such as Comenity Capital Bank and Comenity Bank, other Comenity entities; nonfinancial companies such as Epsilon, Alliance Data, and LoyaltyOne.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include financial service providers, retailers, direct marketers, publishers and nonprofit organizations.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners may include lenders and insurance companies.*

Other important information

We also will comply with more restrictive state laws to the extent that they apply; for example, Vermont or California.