

Genesis Credit® Account
First Electronic Bank

This document applies to consumers who apply for a Genesis Credit Account. When you apply, you will be instructed by a representative of the retailer to take a copy of this document. If you have any questions about this document or the Genesis Credit Account, please call Genesis FS Card Services at 1-866-502-6439.

This document also contains important disclosures, including an Arbitration of Disputes Provision that will substantially affect your rights unless you reject it. However, the Arbitration of Disputes Provision does not apply if you are a Covered Borrower entitled to protection under the Federal Military Lending Act. Please see the section of this document labeled "Military Lending Act." This document is part of, but is not the complete Genesis Credit Account Agreement. Upon approval, the complete Agreement will be sent to you.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	29.99%
Paying Interest	We will begin charging interest on purchases on the transaction date.
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 <ul style="list-style-type: none">• Late Payment• Returned Payment	Up to \$38 Up to \$38

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See the Account Agreement for more details.

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

TERMS AND CONDITIONS

Genesis Credit Accounts ("Accounts") are issued by First Electronic Bank ("we", "us" and "our") and may be used for purchases at participating retailers that accept this Account. This offer is only valid for new accounts, and you must be at least 18 years old (19 in AL), have a social security number, physical address, and valid, acceptable photo identification.

You authorize us to gather information about you, including from your employer, your bank, credit reporting agencies (including obtaining a copy of your credit reports), and others, to verify your identity and evaluate your credit, and to review, maintain and perform collection activities on your Account. If you ask us, we will tell you whether or not we requested your credit report, and the names and addresses of any credit reporting agencies that provided us with such reports.

To be approved for an Account, you must meet our credit qualification criteria. Your credit limit will be determined by your income and review of your debt, including debt on your credit report. You will be informed of your credit limit if you are approved.

You authorize us, even if you are declined, to share your information, except your social security number, with the participating retailers that accept your Account and any of their affiliates. You also authorize us to share experience and transaction information with them about your Account. To stop us from sharing information about you or your Account with the participating retailers for marketing purposes, please call Genesis FS Card Services at 1-800-303-8341.

If you are approved for an Account, we may report information about your Account to credit bureaus. Any late payments, missed payments, and other defaults on your Account may be reflected in your credit report.

Electronic Signatures: You acknowledge that by clicking "Submit" or similar button on the credit application, you are indicating your intent to receive electronic communications about your credit application for a Genesis Credit Account and that this shall constitute your signature.

IMPORTANT DISCLOSURES

Keep this document for your records. If you are approved for a Genesis Credit Account, we will mail you a complete Genesis Credit Account Agreement. Definitions used in this document:

- "you" and "your" means the applicant or Accountholder;
- "we", "us" and "our" means First Electronic Bank;
- "Account" means your Genesis Credit Account.

Using Your Account. You may use your Account for purchases from participating retailers that accept this Account.

Deferred Interest. Each purchase transaction on your Account will be subject to up to 6 months of deferred interest ("deferred interest period"). Interest will be charged to your Account from the purchase date if the purchase balance is not paid in full within the deferred interest period or if you make a late payment.

Each purchase transaction accrues interest from the date of purchase, but we will not charge that interest to your Account if you pay that purchase balance in full before the end of the deferred interest period and you make monthly minimum payments as required.

The deferred interest period will end when one or more of the following events occur:

1. 6 months from the purchase date, as applicable;
2. your Account becomes more than 180 days past due;
3. your Account is charged off for any reason.

Interest on each purchase transaction will accrue during the deferred interest period at an APR of 29.99%. That rate will also apply after the deferred interest period.

You must make monthly minimum payments during the deferred interest period. The monthly statement we send you will include these monthly minimum payment amounts and will help you keep track of your purchase balance(s) and their deferred interest period(s). Paying only the monthly minimum payment may not pay off the purchase balance within the deferred interest period. You may have to make additional or increased payments during the deferred interest period to avoid having to pay all accrued deferred interest.

How Interest Charges Are Determined

Your Interest Rate. We use a daily periodic rate to calculate the interest on your Account. The daily periodic rate is the applicable APR multiplied by 1/365. The daily periodic rate for your Account is 0.0821% and the applicable APR is 29.99%.

When We Charge Interest. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full.

How We Calculate Interest. We calculate interest separately for each balance segment on your Account. We do this by applying the daily periodic rate to your average daily balance (including new purchases), and then multiplying the resulting number by the number of days in the Billing Cycle for each balance segment. An average daily balance is calculated for the following balance segments as applicable: Purchase Balance segments, Balances subject to deferred interest promotions, and the Regular Balance segment.

We calculate interest for each balance segment as follows:

1. For each day, we take the beginning balance of each balance segment in the billing cycle, including any unpaid interest charges, add any new purchases and debits, and then subtract the applicable portion of any payments and credits. This gives us the daily balance. Late Payment Fees, Returned Payment Fees, and Documentation Fees are not included in the daily balance.
2. Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance.
3. Next, we multiply the daily periodic rate by the average daily balance.
4. Finally, we take the resulting number from #3 and multiply it by the number of days in the billing cycle. This gives us the interest charge for each balance segment for the billing cycle.

Monthly Minimum Payment. Your monthly minimum payment due will be the greater of:

1. \$15; or
2. The sum of:
 - a. Each fixed monthly payment amount applicable to each of your Purchases (described below), plus

b. 5% of your Regular Balance.

Each Purchase will have a fixed monthly payment amount which we calculate when the Purchase is posted to your Account. We determine the fixed monthly payment amount for a Purchase by multiplying the Purchase amount by 5%, and then rounding the result to the nearest dollar. If the remaining balance of a Purchase plus accrued interest on that Purchase is less than the fixed monthly payment amount, we will reduce the fixed monthly payment amount for that Purchase accordingly. We will continue to include the fixed monthly payment amount for a Purchase in the monthly minimum payment due until the Purchase plus accrued interest on that Purchase is paid in full.

If you make a payment in excess of the monthly minimum payment due for any month, it will not reduce the fixed monthly payment amount applicable to any Purchase that is used to calculate your monthly minimum payment due in subsequent months, but it may result in your paying off a Purchase more quickly.

Your monthly minimum payment due also will include the greater of (i) any past due amount, or (ii) any amount by which the New Balance exceeded your Credit Limit. Your monthly minimum payment due will never exceed your New Balance.

Application of Payments. For each billing cycle, payments up to the amount of your monthly minimum payment due will be applied to charges and principal due (including new transactions) in any way we determine. We will generally apply payments up to the amount of your monthly minimum payment due in a manner most favorable or convenient for us.

For each billing cycle, to the extent your payments exceed your monthly minimum payment due, we will apply these excess amounts in the order required by applicable law. If applicable, during the last two billing cycles of a deferred interest promotion period, we will apply the excess amounts of your payments to the deferred interest promotion balance.

Other Fees

Late Payment Fee. If we do not receive your monthly Minimum Payment Due by the Closing Date of the Billing Cycle in which the Payment Due Date occurs and the amount past due is more than \$9.99, we will apply a Late Payment Fee to your Account. The Late Payment Fee is \$27 if you were not charged a Late Payment Fee during any of the prior six billing periods. Otherwise, the Late Payment Fee is \$38. The Late Payment Fee will never exceed the amount of your most recently required monthly minimum payment.

Returned Payment Fee. If any payment on your Account is returned to us unpaid for any reason, we will apply a Returned Payment Fee to your Account. The Returned Payment Fee is \$27 if you were not charged a Returned Payment Fee during any of the prior six Billing Cycles. Otherwise, the Returned Payment Fee is \$38. The Returned Payment Fee will never exceed the monthly minimum payment.

Documentation Fee. You may request a copy of a statement previously sent to you for a Documentation Fee of \$3 per statement, which fee we will charge to your Account. Copies of sales tickets or other items posted to your Account may be obtained for a Documentation Fee of \$10 per sales ticket or other item, which will be applied to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under "Your Billing Rights – Keep This Notice For Future Use").

MILITARY LENDING ACT

The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers. If you would like more information about whether you are a Covered Borrower, you may contact us at 1-866-502-6439.

Statement of MAPR. 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%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures. In order to hear important disclosures and payment information about your Account, you may call 1-866-875-5929.

Applicability of Arbitration of Disputes Provision. The Arbitration of Disputes Provision set forth in this document and in the Account Agreement does not apply to Covered Borrowers.

OTHER PROVISIONS

Arbitration of Disputes Provision. The Account Agreement, which we will send to you, provides that you and we will resolve claims on your Account by binding arbitration as opposed to in court with a judge or jury. You may opt out of this arbitration provision within 60 days after the opening date of your Account. Your Account Agreement will explain how you may do so. However, the arbitration provision does not apply if you're a Covered Borrower entitled to protection under the Federal Military Lending Act.

Please see the section of this document labeled “Military Lending Act”. Your Account Agreement terms will also provide that you waive the right to pursue class actions against us.

Credit Bureau Disputes. If you believe we inaccurately reported credit history information about you or your Account to a credit reporting agency, write to us at Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

All Borrowers. You give us (as well as our agents, successors, and assigns) permission to access your credit report in connection with any transaction, or extension of credit and on an ongoing basis, for the purpose of reviewing your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Upon your request, we will inform you 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.

YOUR BILLING RIGHTS – KEEP THIS NOTICE 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, please write to us at P.O. Box 4499, Beaverton, OR 97076.

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 three (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 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 then 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 Account Purchase. If you are dissatisfied with the goods or services that you have purchased with your Account, and you have tried in good faith to correct the problem with the Retailer, 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 Account for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your 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 P.O. Box 4499, Beaverton, OR 97076.

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.

STATE DISCLOSURES

California Residents: A married applicant may apply for a separate credit Account. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the credit Account up to the limit of the credit Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

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.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this Account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this Account to your spouse. **Married Wisconsin residents must furnish the name and address of their spouse to Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076.**

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Kentucky Residents: You may pay the unpaid balance of your credit Account in whole or in part at any time.

New York and Vermont Residents: We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Department of Financial Services at 1-800-518-8866 or www.dfs.ny.gov to obtain a comparative list of credit card rates, fees and grace periods.

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.