

**Genesis Credit® Account**  
**First Electronic Bank**

M-133503

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>34.9%</b>
<b>Paying Interest</b>	We will begin charging interest on purchases on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$40</b>
• Returned Payment	Up to <b>\$40</b>

**How We Calculate Your Balance:** We use a method called “average daily balance (including new purchases)”. See your Account Agreement for more details.

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

## Genesis Credit® Ashley Advantage™ Gold Account Agreement First Electronic Bank

**Dear Accountholder:**

**This Agreement, as defined below, is your contract for your Account and:**

- **Covers the terms that govern the use of your Genesis Credit Ashley Advantage™ Gold Account;**
- **Outlines both your responsibilities and ours;**
- **Includes certain disclosures required by the Federal Truth in Lending Act;**
- **Includes certain disclosures required by the Federal Military Lending Act;**
- **Includes an Arbitration of Disputes Provision that will substantially affect your rights unless you reject it, and;**
- **Contains important information about your Account.**

**We encourage you to read the Agreement and keep it for your records. Please feel free to call us with any questions you may have. We look forward to serving you.**

This Agreement begins on the earlier of (1) the date we approve your Application, or (2) the first date that we extend Credit to you on your Account, as evidenced by a signed sales slip or other evidence of indebtedness.

### **DEFINITIONS**

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To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statements. In addition, the words *you*, *your*, and *yours* refer to the Accountholder(s) who hold(s) the Account Number and is responsible for the Account, each of whom is individually and jointly obligated under this Agreement. The words *we*, *us*, and *our* refer to First Electronic Bank, Member FDIC.

**Account:** Genesis Credit Ashley Advantage™ Gold Account for which you were issued an Account Number and that is subject to all of the terms and conditions of this Agreement.

**Account Number:** The Account Number we issue that you may use to make Purchases from Retailer. Use of your Account Number to obtain Credit will be considered a use of the Account.

**Accountholder:** The person to whom an Account Number is issued, or who has agreed to pay obligations arising from an Account Number issued to another person.

**Agreement:** Your contract with us for your Account, which is composed of your Application, and the Account opening disclosures and this Account Agreement. Any sales slip or other evidence of indebtedness on your Account is incorporated into and made part of this Agreement.

**Application:** The form with information that you submitted to apply for your Account, including your signature (in any form – wet signed, electronic, or digital), and any acceptance certificate or other request that you signed or otherwise submitted to obtain this Account.

**Billing Cycle:** The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

**Card:** Any branded Card we issue that you may use to purchase goods or services from Retailer. Use of your Card to obtain Credit will be considered use of the Account.

**Closing Date:** The date of the last day of a Billing Cycle.

*Covered Borrower:* Certain members of the Armed Forces and their dependents who are protected by the Military Lending Act.

*Credit:* The credit extension you receive under this Agreement.

*Credit Limit:* The maximum amount of Credit available to you on your Account. Your Account Credit Limit will be disclosed to you on the monthly statements.

*New Balance:* The total outstanding Account balance on the Closing Date specified in your monthly statement.

*Previous Balance:* The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on the previous monthly statement.

*Purchase:* An extension of Credit to your Account for the purpose of purchasing goods or services from Retailer.

*Purchase Balance:* The total outstanding balance of Purchases and interest charges, excluding amounts included in the Regular Balance.

*Regular Balance:* The total outstanding balance of all amounts other than Purchases and interest charges on Purchases.

*Retailer:* Participating merchants that accept this Account.

## **USING YOUR ACCOUNT**

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**Purchases.** You may use your Account to purchase goods and services from Retailer. You promise to pay us and are liable for all amounts resulting from the authorized use of your Account Number or Account, plus any applicable interest charges and other applicable charges or fees, payable in U.S. dollars.

**Your Credit Limit.** You may not use your Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account if (1) that transaction would cause you to exceed your Credit Limit or (2) your Account is delinquent. We may temporarily agree to allow you to exceed your Credit Limit. If we do so, in that case, you must repay the excess amount according to the terms of this Agreement. Any transactions honored in excess of your Credit Limit will not result in an increase of your Credit Limit.

## **MAKING PAYMENTS**

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**Monthly Statements.** We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your Account of \$1 or more, a balance on which an interest charge has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account or the amounts owing under your Account, in U.S. dollars according to all terms and conditions of this Agreement. Payments made by a check, money order or other negotiable instrument must be in a form acceptable to us and drawn on a U.S. financial institution.

**Monthly Minimum Payment.** Your Monthly Minimum Payment due will be the sum of:

1. Each fixed payment amount applicable to each Purchase; plus
2. 5% of the Regular Balance.

Each Purchase will have a fixed payment amount which we calculate when the Purchase is posted to your Account. The fixed payment amount for a Purchase will be the greater of \$1 or 5% of the original Purchase amount, rounded to the nearest dollar. If the remaining balance of a Purchase is less than the fixed payment amount, we will reduce the fixed payment amount for that Purchase accordingly. We will

continue to include the fixed payment amount for a Purchase in the Monthly Minimum Payment due until the Purchase Balance is paid in full.

Your Monthly Minimum Payment due also will include any past due amount. Your Monthly Minimum Payment due will never exceed your New Balance.

If you elect not to pay your New Balance in full, you must pay at least the Monthly Minimum Payment by the Payment Due Date shown on your Statement, which is at least 25 days after the Closing Date of the Billing Cycle. If you make a payment in excess of the Monthly Minimum Payment due for any month, it will not reduce the fixed 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.

Payments should be mailed with the payment coupon and in the envelope provided and following the other instructions on the monthly statement to Genesis FS Card Services, P.O. Box 84049, Columbus, Georgia 31908. Any payment we receive in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If we receive your payment in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or any time on a non-banking day, we will credit it to your Account the next banking day. Please allow at least seven (7) business days for postal delivery. Payments we receive at any other location or in any other form may not be credited as of the day we receive them. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur Late Payment Fees and additional interest charges, and may result in your Account being declared in default.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

At any time, you may pay part or all you owe on your Account without incurring any additional charge for prepayment. The amount of any payment that exceeds your total New Balance will be applied as a credit to your Account, and any remaining credit balance will be refunded as required by law.

Credit availability may be delayed at our sole discretion to ensure payment in good funds, and your total Credit Limit may not reflect your payments for up to 14 days.

**Application of Payments.** For each Billing Cycle, we will allocate payment amounts up to your Monthly Minimum Payment to charges and principal due (including new transactions) in any way we determine. We will generally apply payment amounts up to your Monthly Minimum Payment in a manner most favorable or convenient for us.

For each Billing Cycle, to the extent your payments exceed your Monthly Minimum Payment, we will apply these excess amounts in the order required by applicable law. During the last two Billing Cycles of a deferred interest period, if you have an outstanding deferred interest balance, we will apply these excess amounts to the deferred interest promotion balance.

## **DEFERRED INTEREST**

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Each Purchase on your Account is subject to up to 6 months of deferred interest, beginning on the date of the Purchase (the "deferred interest period"). Interest will be charged to your Account from the date of the Purchase if the Purchase balance is not paid in full within the deferred interest period.

Each Purchase transaction accrues interest from the date of the 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:

- 6 months from the Purchase date;
- Your Account becomes more than 180 days past due;
- Your Account is charged off for any reason.

Interest on each Purchase transaction will accrue during the deferred interest period at an APR of 34.9%.

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.

After the deferred interest period, interest will be charged at an APR of 34.9%.

#### **HOW INTEREST CHARGES ARE DETERMINED**

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**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 0.09561% and the applicable APR is 34.9%.

**When We Charge Interest.** We charge interest on your Purchases from the post date until you pay the Purchase in full. We charge interest on Fees and other debits from the transaction date until you pay the Fees 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 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, Fees, and debits, and then subtract the applicable portion of any payments and credits. This gives us 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.

#### **OTHER FEES**

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In addition to interest charges, other fees may be applied to your Account, as set forth below. The amounts of these fees may change from time to time during the term of your Account.

**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 on your Account is more than \$9.99, we will charge a Late Payment Fee to your Account. The Late Payment Fee is \$29 if we did not charge a Late Payment Fee during any of the prior six billing periods. Otherwise, the Late Payment Fee is

\$40. 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 charge a Returned Payment Fee to your Account. The Returned Payment Fee is \$29 if we did not charge a Returned Payment Fee during any of the prior six billing periods. Otherwise, the Returned Payment Fee is \$40. The Returned Payment Fee will never exceed the Monthly Minimum Payment.

**Documentation Fee.** You may request a copy of a monthly 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**

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**The Military Lending Act provides protections for 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 1-800-229-3818.**

**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 this Agreement, you may call 1-800-290-6421.

**Applicability of Arbitration of Disputes Provision.** The Arbitration of Disputes Provision set forth in this Agreement does not apply to you if, as of the date of this Agreement, you are a Covered Borrower.

### **LOST ACCOUNT NUMBER AND UNAUTHORIZED USE**

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If your Account Number is lost or stolen or used without your consent, you may be liable for the unauthorized use of your Account, but you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use at: Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076, 1-800-314-6340. In any case, your liability will not exceed \$50.

### **OUR RIGHTS, AND HOW THEY AFFECT YOU**

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**Telephone Monitoring and Recording; Communications.** You consent and agree that, except as restricted by applicable law, we may monitor and/or record telephone calls regarding your Account, suppress caller identification services, use prerecorded or artificial voice messages, and use an automatic telephone dialing and announcing system. You expressly consent that we and our agents, any servicer, collection agency, or any subsequent owner of your Account may (i) contact you at any telephone number that you provided as part of your application, at any number that you later provide (including, without limitation, after your Account is in a default status), or at any other number that is identified as related to you, including by text message, and specifically includes any cellular or VoIP telephone number, and (ii) use

automatic telephone dialing systems to initiate such contacts and/or leave prerecorded or artificial voice messages.

If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account.

We or our representatives may contact you from time to time regarding the Account, or to ask for additional information about you or your experience with us. You agree that such contacts are not unsolicited and may include contacts at your home or place of employment, during weekdays, weekends or holidays, on your mobile telephone, voicemail or answering machine, and at any telephone number that you provide us at any time, or at any other number that is identified as related to you, or by email, fax, recorded message, text message or personal visit.

**How to Revoke Consent for Future Communications:** If you want to revoke your consent to future communications as described in the previous paragraph, you must send us a written notice that includes: (i) your name, mailing address, and Account number(s); (ii) the specific telephone number(s), email address(es) and/or mailing address(es) at which you no longer wish us to contact you, and (iii) the types of communications (telephone, text, email, and/or mail) for which you are revoking consent. You must send this written notice to: Genesis FS Card Services, PO Box 4477, Beaverton, OR 97076. You understand and agree that it may take up to three business days after receipt of your written notice to process your request, and that you consent to continued communications during this period of time.

**Refunds.** If Retailer agrees to give a refund, you will accept a credit on your Account instead of a cash refund.

**No Waiver of Rights; Disputed Amounts.** We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar restrictive language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicated that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076.

**Credit Reports and Information.** You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate to extend you Credit or collect amounts owed to us on your Account. We (including any assignee of the Account or amounts owing under the Account) may also obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your Account and considering you for new offers and programs.

**Notice of Inaccurate Information.** If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076.

**Default and Collection.** Unless prohibited by applicable law, your Account is considered to be in default if (1) you fail to make the required Monthly Minimum Payment due on or before its payment due date, including if your payment is returned or cannot be processed and you do not correct that failure within 31 days, (2) you try to exceed or do exceed your Credit Limit without permission and do not bring your Account back under your Credit Limit within 31 days, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false

information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive default. Default on this Account will constitute default on all accounts you hold with us.

Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. Except as provided in the Arbitration Provision below, you agree to pay our reasonable costs and attorneys' fees and expenses related to the collection of your Account to the extent permitted by applicable laws.

**Change of Terms.** Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. If required by applicable law, we will mail written notice of such a change to you in the manner required by such law. As of the effective date, the changed or new terms will apply to new Purchases and to the outstanding balance of your Account, subject to the limitations of applicable law.

**Delay in Enforcement.** We can delay enforcing our rights under this Agreement without losing them.

## **OTHER PROVISIONS**

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**Ownership and Use of Your Account.** As the Accountholder(s), you are liable for all Credit obtained under your Account. If you authorize another person to use your Account Number, you are liable for any Credit obtained on your Account for as long as that person holds or uses the Account Number. Misuse of your Account by an authorized person will not be considered unauthorized use. See "Lost Account Number and Unauthorized Use" above.

**Transactions.** You will retain for statement verification purposes your copy of each Purchase transaction receipt from Retailer.

**Refunds for Goods and Services.** Refunds for goods and services are governed by Retailer. Any refunds for goods or services purchased from Retailer through an extension of Credit on your Account will be issued as a credit adjustment to your Account. When we are notified by Retailer of any refund amount, we will subtract an amount equal to the refund amount from your Account. However, the fixed minimum payment amount attributable to the related Purchase transaction amount will continue to be included in your Monthly Minimum Payment. If a refund amount results in a credit balance on your Account, we will refund your credit balance.

**Transfer and Termination of Your Account.** You may not transfer your Account to any other person. We may assign your Account or amounts you owe on your Account to any other person at any time and the assignee will take our place under the Agreement with respect to all agreements and interests transferred. You must pay the assignee and otherwise perform your obligations under the assigned agreements and interests. Either you or we may terminate or suspend your Credit privileges at any time, with or without cause and with or without advance notice, but you will remain liable for all charges until they are paid in full. You may cancel your Account at any time by writing to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. If you have a joint Account and want to remove one of the names from the Account, we must receive a written request signed by both of the Accountholders on the Account. No party is released from the obligation for the balance owing on a joint Account, unless we agree to the arrangements in writing. You may have to re-apply for an individual Account when you request a change from a joint Account to an individual Account.

**Additional Benefits and Services.** From time to time, we may offer you benefits and services with your Account. We or another party may provide these benefits and services. Unless expressly made a part of this Agreement, and except as provided in the Arbitration Provision below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits



or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. Except as required by applicable law, we are not liable for benefits or services that other parties provide or for their actions or omissions.

**Honoring Your Account.** We are not liable for the failure or refusal of Retailer to accept your Account Number. Although you may have Credit available, we will not be liable for the failure to authorize Credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require that we authorize the transaction before the transaction is approved. In addition, we may limit the number and amount of daily transactions approved for security reasons.

**Change of Address, Employment and Telephone.** We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to promptly advise us if you change your mailing address, place of employment, or telephone number.

**Severability.** In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

**Entire Agreement; Interpretation.** This Agreement (including the other documents incorporated herein by reference as discussed above) constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

**Governing Law.** Except as expressly set forth in the Arbitration of Disputes Provision in the Agreement, this Agreement and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by Federal law that applies to us and, to the extent not preempted by Federal law, the laws of the State of Utah, without regard to its conflicts of law provisions and principles. If there is any conflict between any of the terms and conditions of the Agreement and applicable Federal or State law, this Agreement will be considered changed to the extent necessary to comply with the applicable law.

**Arbitration of Disputes Provision.** PLEASE READ THIS ARBITRATION OF DISPUTES PROVISION CAREFULLY. UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU, ON THE ONE HAND, AND US OR ANY SERVICER OF YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO, GENESIS FS CARD SERVICES, INC. ("GENESIS"), ON THE OTHER HAND, WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED. THIS ARBITRATION OF DISPUTES PROVISION DOES NOT APPLY TO YOU IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER ENTITLED TO PROTECTION UNDER THE FEDERAL MILITARY LENDING ACT. PLEASE SEE THE SECTION OF THIS AGREEMENT LABELED "MILITARY LENDING ACT." IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE ENTITLED TO PROTECTION UNDER THE FEDERAL MILITARY LENDING ACT, YOU MAY CONTACT US AT 1-800-229-3818.

This provision replaces any existing arbitration provision with us and will stay in force no matter what happens to your Account, including the closing of your Account. Except as expressly provided below, you must arbitrate individually, by binding arbitration under the Federal Arbitration Act ("FAA"), any dispute or claim between you, on the one hand, and us, our affiliates, and agents, and/or any servicer of your Account, including, but not limited to, Genesis, on the other hand, if the dispute or claim arises out of or is related to (a) this Agreement (including without limitation, any dispute over the validity of this

Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account (including prior agreements) or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory (any "Claim"). However, we will not require you to arbitrate any individual Claims in small claims court or your state's equivalent court, so long as it remains an individual case in that court.

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US OR ANY SERVICER OF YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO, GENESIS, IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US OR ANY SERVICER OF YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO GENESIS, ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT A JOINT ACCOUNTHOLDER WITH YOU (AN "UNRELATED ACCOUNTHOLDER"), AND YOU AGREE THAT NO UNRELATED ACCOUNTHOLDER MAY BRING ANY CLAIMS AGAINST US OR ANY SERVICER OF YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO, GENESIS, ON YOUR BEHALF. CLAIMS BY YOU AND AN UNRELATED ACCOUNTHOLDER MAY NOT BE JOINED IN A SINGLE ARBITRATION. THE ARBITRATOR WILL NOT HAVE THE POWER TO CONSIDER SUCH CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTIONS OR ANY SUCH CLAIMS YOU BRING ON BEHALF OF AN UNRELATED ACCOUNTHOLDER.

Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration, or the applicability or enforceability of the foregoing paragraph, will be decided by a court and not by an arbitrator.

If you or we or any servicer of your Account, including, but not limited to, Genesis, elect to arbitrate a claim, the electing party must notify the other party in writing. The notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to Genesis FS Card Services, Inc., Attn: Arbitration Demand, P.O. Box 4477, Beaverton, Oregon 97076, and our notice must be sent to the most recent address for you in our files. The arbitration will be administered by the American Arbitration Association (the "AAA") under its rules in effect at the time an arbitration is commenced that are applicable to the resolution of consumer disputes (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. In addition, if you ask us in writing, we will consider your request to pay any or all of your costs of arbitration.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

If any provision of this Section regarding arbitration of disputes shall be deemed to be unenforceable, the remainder of this Section shall be given full force and effect. However, if the provision precluding class, representative or private attorney general Claims in arbitration is deemed unenforceable, then this entire Arbitration Agreement shall be void and of no force and effect.

You may reject this provision, in which case only a court may be used to resolve any dispute or claim. Rejection will not affect any other aspect of the Agreement. To reject this Provision, you must send us a notice within sixty (60) days after you open your Account or we first provide you with a right to reject this Provision. This notice must include your name, address and Account Number and be mailed to Genesis FS Card Services, Inc., Attn: Arbitration Provision, P.O. Box 4477, Beaverton, Oregon 97076. This is the only way you can reject this Provision.

## **YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE**

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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: Genesis FS Card Services, 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 Purchases***

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 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 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: Genesis FS Card Services, 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.

**South Dakota:** If there are any improprieties in the servicing of this loan by Genesis FS Card Services, please contact the South Dakota Division of Banking at 1714 Lincoln Ave., Suite 2, Pierre, SD 57501, (605) 773-3421.

Your Genesis Credit® Ashley Advantage™ Gold Account is issued by:

**First Electronic Bank**