

RATES AND FEES TABLE
GE MONEY PLATINUM CO-BRANDED MASTERCARD® ACCOUNT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	19.99% for Premier Accounts or 23.99% for Choice Accounts when you open your account, based on your creditworthiness and other factors.
APR for Balance Transfers	19.99% for Premier Accounts or 23.99% for Choice Accounts when you open your account, based on your creditworthiness and other factors.
APR for Cash Advances	26.99%
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees	
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 4% of the amount of each transfer, whichever is greater. Either \$10 or 4% of the amount of each cash advance, whichever is greater. 3% of each transaction.
Penalty Fees <ul style="list-style-type: none"> • Late Payment 	Up to \$35 .

How We Will Calculate Your Balance: We use a method called “daily balance”.

Important Note About GE Money Platinum Co-Branded MasterCard Rates: Rates will be determined after application review and disclosed to you before purchases or charges on the account are permitted. A limited number of applicants are expected to receive Premier Accounts.

The information about the costs of the card described above is accurate as of December 1, 2012. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 965004, Orlando, FL 32896-5004. This application and the credit card agreement will be governed by federal law, and to the extent state law applies, the laws of Utah. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of the agreement, including the interest rates, fees and charges and we will send you notice as required.

STATE NOTICES

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

NY Residents: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer report agency. New York residents may contact the New York Department of Financial Services to obtain a comparative list of credit card rates, fees and grace periods. New York Department of Financial Services 1-800-518-8866.

OH 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.

WI Residents: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, 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 creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

CONSENT TO ELECTRONIC COMMUNICATIONS

By (i) submitting an application online or (ii) registering for online or mobile services for your Account, you hereby agree to the following and this will constitute your consent for us to send you electronic communications about your Account. When you successfully consent through the online or mobile site, you have successfully demonstrated that you are able to access information we have posted on such online or mobile site.

Categories of Communications.

You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (i) the initial disclosure statement or agreement governing your Account; (ii) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act; (iii) your billing statement, if you have signed up to receive electronic statements; (iv) letters, notices or alerts regarding your Account and any changes to your Account; (v) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account; and (vi) the debt cancellation agreement and other information relating to optional debt cancellation products you may select to purchase. These electronic communications may include your name and some information about your Account, including your balance or the due date; however, we will not include your full account number or social security number. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering these communications, or the hardware or software you use to view your Account information or your e-mail account.

How to Withdraw Your Consent. You may not apply online for an Account and you may not register your Account for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you wish to withdraw your consent to receive future electronic communications, you must un-enroll from each service you have elected to receive to completely withdraw your consent to receive electronic communications.

We will not impose any fee to process the withdrawal of your consent to electronic communications. However, you will not be able to receive your billing statements electronically if you do not consent to receive electronic communications or withdraw your consent. Any withdrawal of your consent to electronic communications will be effective only after we have a reasonable period of time to process your withdrawal request.

How to Update Your Records. You agree to promptly update your e-mail address if a change occurs by updating your information through www.gemoneycards.com or the website listed on your billing statement or by calling customer service.

Hardware and Software Requirements. In order to access and retain electronic communications, you must have the following:

- For personal computers:
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled Web browser that supports JavaScript
 - o Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software
- For mobile devices (phones, tablets, eReaders, or other mobile devices with Internet browsing capabilities):
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled Web browser that supports HTML 5, JavaScript, and CSS3
 - o Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software

Paper Copies of Communications. Upon your request we will provide you with a paper copy of a communication that we provide you electronically. If you would like a paper copy of any material (other than your debt cancellation agreement), please write to us at: GE Capital Retail Bank, P.O. Box 965004, Orlando, FL 32896-5004. If you would like a copy of your debt cancellation agreement, please write to us at: GE Capital Retail Bank, P.O. Box 39, Roswell, GA 30077-0039. There will be no charge for a paper copy of any material we have sent you electronically.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this consent, the Account agreement, the debt cancellation agreement (if elected) and any other electronic communication that is important to you for your records.

Electronic Signatures. You acknowledge that by clicking on the "Submit" or similar button, you are indicating your intent to sign up for electronic communications and that this shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

IMPORTANT TERMS FOR ELECTRONIC STATEMENTS

In addition to the above, if you have elected to receive electronic statements, the following information applies:

Statement Inserts. Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. If an insert contains legally required material, to ensure that you receive the necessary material, we may send you a paper copy of your statement in addition to making the statement available to you electronically. Any legally required insert that would not be available electronically will be sent to you by U.S. mail.

Payment Information. When you elect to stop paper statements, you must still pay at least your Minimum Payment by 5 p.m. (ET) on the Payment Due Date. You can do this through an electronic bill pay service (whether through this website or using a third party servicer or bank) or by mailing your payment to us at the address shown on the electronic statement. Please note, if you do not pay us electronically, the crediting of your payment may be delayed by up to five days after receipt.

Returned E-mails. If e-mails advising you of the availability of statements are returned to us, we may cancel your enrollment for electronic statements and resume sending you paper statements in the mail. If this happens, you will need to re-enroll to receive electronic statements with updated information.

SPAM Filters. We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications from us after enrolling for electronic statements, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.

Account Delinquency. We reserve the right, at any time and without notice, to stop providing you with electronic statements and provide you with paper statements, if your account is not maintained in good standing.

Cancellation. We reserve the right, at any time, to stop providing you electronic statements and provide you with paper statements. If we do so, we will provide you with prior notice, except in the case of account delinquency. Reasons for cancellation include, but are not limited to, not viewing your last three electronic statements.

Definitions used in this consent.

- “You” and “your” mean the primary applicant or accountholder;
- “We”, “us” and “our” mean GE Capital Retail Bank;
- “Account” means your GE Money Platinum Co-Branded MasterCard account; and
- “Billing Statement” means the billing statement for your Account.

All other terms used in this consent shall have the meanings given to them in the Account Agreement.

SECTIONS II, III AND IV OF THE GE MONEY PLATINUM CO-BRANDED MASTERCARD® ACCOUNT AGREEMENT

**SECTION II: RATES, FEES AND PAYMENT INFORMATION
GE MONEY PLATINUM CO-BRANDED MASTERCARD® ACCOUNT AGREEMENT**

How Interest is Calculated	
Your Interest Rate	<p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p>The following rates apply to purchases, balance transfers and cash advances. If approved, the Annual Percentage Rate (APRs) applicable to your account will be provided in a table at the beginning of your Agreement. Your APRs will also be shown on your billing statement.</p> <p>For Premier Accounts: The daily rate for purchases is .05477% (APR 19.99%). The daily rate for balance transfers is .05477% (APR 19.99%). The daily rate for cash advances is .07395% (APR 26.99%).</p> <p>For Choice Accounts: The daily rate for purchases is .06573% (APR 23.99%). The daily rate for balance transfers is .06573% (APR 23.99%). The daily rate for cash advances is .07395% (APR 26.99%).</p>
When We Charge Interest	<p>Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none">• We will not charge you interest during a billing cycle on any purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the billing cycle; OR2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.• We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the previous billing cycle; OR2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. <p>Balance Transfer and Cash Advances. We charge interest on your balance transfers and cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on balance transfers or cash advances or their related fees.</p>
How We Calculate Interest	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, balance transfers, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none">1. How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows:<ol style="list-style-type: none">(a) late payment fees are treated as new purchases;(b) debt cancellation fees are added proportionately to each balance;(c) balance transfer fees are added to the balance transfer balance;(d) cash advance fees are added to the cash advance balance; and(e) foreign transaction fees are added to the purchase balance.2. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies.3. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1.4. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle. <p>We charge a minimum of \$2.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p>

How Fees Work

Balance Transfer Fee	We will charge this fee for each balance transfer you make.
Cash Advance Fee	We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM.
Foreign Transaction Fee	<p>We will charge this fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency.</p> <p>If you make a transaction with your account in a currency other than U.S. dollars, MasterCard will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that MasterCard currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that MasterCard typically uses is either a government mandated rate, or a wholesale rate provided to MasterCard. The currency conversion rate that MasterCard uses for a particular transaction is the rate MasterCard uses for the applicable currency when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency.</p>
Late Payment Fee	<p>We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:</p> <ol style="list-style-type: none">\$25, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. <p>OR</p> <ol style="list-style-type: none">\$35, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycle. <p>The late payment fee will not be more than the total minimum payment that was due.</p>

Minimum Payment. Your total minimum payment is the sum of the following:

- Any past due amounts; and
- The greater of either:
 - \$25; or
 - the sum of (i) the interest, (ii) any late payment charged to your account in the current billing cycle and (iii) 1.0% of the new balance shown on your billing statement.

We round up to the next highest whole dollar in figuring your total minimum payment. If your new balance on your billing statement is less than \$25, then your total minimum payment will be equal to the new balance.

SECTION III: STANDARD PROVISIONS GE MONEY PLATINUM CO-BRANDED MASTERCARD® ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and GE Capital Retail Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". GE Capital Retail Bank may be referred to as "we", "us" or "our".

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from any merchant that accepts Mastercard credit cards. You may get cash advances as further explained below. From time to time, we may offer you the chance to transfer balances from your other credit card accounts to this account. Details of the terms applicable to balance transfer will be provided with the offer. You may not use your account to pay amounts you owe us on this accounts or any other account you have with us.

Cash Advances. We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash like items as cash advances. Cash like items include for example, money order, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Transaction Limits. To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you gave us information about yourself. We will use the information in connection with the credit program and for things like creating and updating our records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent To Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-866-848-5625. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US 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.

• What claims are subject to arbitration

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates and agents if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). 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.

• No Class Actions

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Capital Retail Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• **How to reject this section.**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to GE Capital Retail Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

**SECTION IV: OTHER IMPORTANT INFORMATION
GE MONEY PLATINUM CO-BRANDED MASTERCARD® ACCOUNT**

STATE NOTICES

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

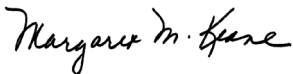
NEW YORK RESIDENTS: This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

TENNESSEE RESIDENTS: This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, 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 creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.

We have signed this Agreement as follows:



Margaret Keane
Chairman and CEO
GE Capital Retail Bank

YOUR BILLING RIGHTS SUMMARY

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:

GE Capital Retail Bank
P.O. Box 965003
Orlando, FL 32896-5003

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:

GE Capital Retail Bank
P.O. Box 965003
Orlando, FL 32896-5003

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.

GE MONEY PLATINUM CO-BRANDED MASTERCARD® ACCOUNT REWARDS PROGRAM TERMS

These are the terms and conditions for the GE Money Platinum Co-Branded MasterCard Rewards Program.

1. DEFINITIONS: As used herein, the following terms will have the following meanings:

“Account” means the GE Money Platinum Co-Branded MasterCard account.

“Bank” means GE Capital Retail Bank.

“Partner” means the association co-branding this program.

“Cardholder” means the person to whom the Account was issued.

“Program” means the GE Money Platinum Co-Branded MasterCard Rewards program.

“Purchase” means a purchase of merchandise or services for personal, family or household use using the Account. Purchase does not include any other type of Account transaction, including cash advances, convenience checks or balance transfers. Purchases made for other than personal, family or household use are not eligible to accrue points.

“Terms” means these terms for the Program.

2. ELIGIBILITY. The Program is provided by Bank and is restricted to individuals who maintain an Account. If your right to use the Account is suspended for any reason, your participation in the Program will be suspended. If your Account is terminated for any reason, your participation in the Program will be terminated. Bank will not compensate you for unredeemed points in the event your Program participation is suspended or terminated.

3. POINTS ACCUMULATION. Cardholders will accumulate one point for each \$1.00 of net Purchases on the Cardholder’s Account. Returns and other purchase credits and adjustments will result in a debit to your points balance. The amount of points accrued during a billing period is calculated at the end of each such billing period, and is rounded up to the next whole point. Except as set forth in Section 4 (Bonus Points), Points will be credited to your Program account and will be available for redemption beginning with the first day of the billing period for your Account that follows the billing period in which the applicable Purchase was made. In some circumstances we may delay crediting points to your Program account and/or making points available for redemption.

4. BONUS POINTS. From time to time, Cardholders may be offered special points offers. For example, a Cardholder could receive an offer to accumulate more than one point for each \$1.00 of net Purchases on the Cardholder’s Account. Any points accrued as a result of a special points offer will not be credited to your Program account and will not be available for redemption until the first day of the second billing period for your Account after such points were accrued. Unless otherwise provided under the special points offer, these Terms will apply to any such special points offer, and will continue to apply to any and all transactions that are not subject to a special points offer.

5. LOSS OF POINTS. A Cardholder will forfeit all accrued points in any of the following circumstances:

- If the Cardholder fails to pay when due two or more consecutive minimum payments on the Cardholder's Account;
- If the Cardholder's Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued points will be applied to the replacement card); or,
- If the Cardholder does not make a Purchase or balance transfer on the Account for 12 consecutive months.

In addition, each unredeemed point that you accumulate on your Program account will expire 60 months after the date that such point was applied to the Program account.

6. REDEMPTION OF POINTS. Only the primary Cardholder may redeem points. Multiple participants may not combine points for redemption purposes. Points do not constitute property of the Cardholder. Except as expressly permitted by Bank in writing, points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law. For redemption, contact the GE Money Platinum Co-Branded MasterCard Rewards Program at 1-866-407-3982 between the hours of 8:00 a.m. – 8:00 p.m. (CST), Monday through Saturday, or online at www.gemoneycards.com. All points redemptions must be requested through the rewards redemption center, serviced by Loyalty Innovations. All air travel, hotel, car and vacation awards must be booked through Loyalty Innovations Travel Services using their reservation system. All redemptions are final and point credits will not be issued for any cancelled travel arrangements or returned merchandise, certificates or gift cards. You may not redeem any points if your Account is delinquent, or if your Account or Program participation is in a suspended or terminated status.

7. AWARDS. The awards and restrictions are set forth below. The amount of points required to redeem a particular award may be obtained by contacting the Program at 1-888-847-6877 between the hours of 8:00 a.m. – 8:00 p.m. (CST), Monday through Saturday, or online at the website on the back of your card. The amount of award points required for redemption and other restrictions are subject to change as set forth in Section 9.

Air Travel. Cardholders may redeem points for a scheduled airline ticket. Round trip air travel awards must be booked at least 21 days in advance of travel. Air travel may require a Saturday night stay. Interim stopovers of more than 4 hours are not allowed. Travel must be completed within 30 days of original departure. There is no limitation on connections. Electronic tickets will be issued whenever possible. Ticket may be purchased in any name designated by Cardholder but the tickets and/or itinerary will be mailed to Cardholder's billing address. Tickets for airline award seats are subject to availability and any terms or condition imposed by the airline. For round trip ticket awards, all tickets must originate from and return to the same airport. No circle trips, open jaw tickets, or co-terminal bookings are permitted. Passenger facility charges may apply and are the responsibility of the Cardholder. Tickets will be non-refundable and non-changeable coach class tickets. Any International entry or departure taxes and/or all fees and any fees for paper tickets, are at Cardholders expense. Awards may be subject to local taxes and fees, which are at Cardholders expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholders expense.

Hotel Awards. Cardholders may redeem points for a hotel stay award at select hotels. Certain blackout dates and other restrictions may apply. Awards must be requested at least 21 days in advance of travel. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Awards are subject to any terms or condition imposed by the hotel.

Car Rental. Cardholders may redeem points for a car rental award from select merchants. Standard age, driver, credit rental requirements and other restrictions imposed by the car rental company apply. All taxes, fees, surcharges and optional items are the responsibility of the award holder. Additional terms and conditions may apply and are specified on the award certificate. Certain blackout dates may apply to car rental awards. Awards must be requested at least 21 days in advance of travel. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense.

Merchandise or Gift Certificates/Gift Cards. Cardholders may redeem points for merchandise and/or gift certificates/gift cards from select merchants. All sales/use taxes and shipping and handling charges are the responsibility of the Cardholder and will apply in accordance with the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the gift certificate/gift card are at the Cardholder's expense. Additional terms and conditions are specified on the certificates. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Merchandise returns will only be accepted if the merchandise arrives damaged or defective. Lost, stolen, destroyed or expired gift certificates/gift cards are not replaceable. Gift certificate/gift card use is subject to the terms and conditions printed thereon. Gift certificates/gift cards for services (including but not limited to experiential and entertainment certificates) are subject to the terms and conditions of the vendor providing the services. Gift certificates/gift cards are also subject to any other restrictions imposed by the merchant.

Vacation Awards. Cardholders may redeem points toward air inclusive, land only or cruise only packages. Full deposit must be made by the Cardholder unless 100% of the package is covered by redemption of points. Overages are the responsibility of the Cardholder and must be charged to their Account. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Vacation awards are also subject to any restrictions imposed by the travel provider. If the Cardholder cancels a package tour or cruise after deposit is made, Bank will credit points back to the Cardholder's account only if 100% of the expense incurred by the Bank for the points redeemed is returned to the Bank by tour or cruise company. Trip Insurance purchased at the Cardholder's expense is suggested to protect the Cardholder from loss of points or cancellation penalties.

Cash Rewards. Cardholders may redeem points for cash rewards, which will be delivered in the form of a check on the Cardholder's billing statement. Cash Rewards checks will expire on the expiration date printed on the front of the checks. Please see visit the website on the back of your card for the amount of points required for each cash reward.

8. ADMINISTRATIVE SERVICES. Administrative services are provided by and the responsibility of Loyalty Innovations (a subsidiary of Travel and Transport). Bank assumes no liability or responsibility for the provision of, or failure to provide, the respective services being provided hereunder by Loyalty Innovations and Loyalty Innovations is an independent contractor and is not affiliated with Bank. Bank may change the provider of administrative services at any time. None of Bank, Loyalty Innovations nor Travel and Transport shall be liable for any bodily harm and/or property damage, which may result from participating in the Program or the provision of goods or services by suppliers.

9. PROGRAM TERMS. Participation in the Program is subject to the Terms. Any failure to follow the Terms, any abuse of Program privileges, or any misrepresentation of any information furnished to Bank or its affiliates by you or anyone acting on your behalf, may result in the termination of your eligibility in the Program and the cancellation and forfeiture of accrued points, awards, or Program benefits. Bank has the right to terminate, change or temporarily suspend the Program, the Terms or awards at any time with or without notice. This means that the accumulation of points does not entitle you to any vested rights with respect to such points, awards or Program benefits. In accumulating points, you may not rely on the continued availability of any award or award level, and you may not be able to obtain all offered awards. Any award may be withdrawn or subject to increased point requirements or new restrictions at any time. Bank may, among other things, (i) withdraw, limit, modify, or cancel any award or (ii) change Program benefits, point expiration periods, point levels needed for an award, travel providers, vendors or other suppliers, conditions of participation, rules for accruing, redeeming, retaining or forfeiting points, or rules for the use of awards. Bank may make any one or more of these changes (or any other changes to the Program) at any time even though such changes may affect the perceived value of or your ability to use the points you already have accumulated or result in the forfeiture of accumulated points. You are not permitted to make any changes to the format, elements or terms of the Program.

10. NO LIABILITY FOR SUPPLIERS. If you elect to participate in the Program, you acknowledge that Bank provides no guarantee of the services rendered by travel providers, vendors, or other suppliers from which awards are provided under this Program. You further acknowledge that Bank has no liability for the actions performed by the travel providers, vendors, or other suppliers under this Program, including any withdrawal from the Program by travel providers, vendors, or other suppliers or for any award cancellation caused by such withdrawals. No warranty other than any applicable manufacturer's warranty applies to merchandise rewards offered. Bank makes no warranty, representation or promise not expressly set forth in these Terms.

11. MISCELLANEOUS CONDITIONS. The Program and the benefits under the Program are offered at the sole discretion of Bank. The Program, including these Terms will be subject to the Governing Law and Arbitration Provisions of the agreement governing your Account. You consent and authorize Bank and any of its subsidiaries and affiliates or any non-affiliated third parties with whom they contract in order to manage the Program to share information about you, and the Program as necessary to effect, administer, enforce, service, or fulfill the terms of the Program. You will have sole responsibility for any federal, state, or local tax liability, as may be applicable, arising out of the accrual of points or redemption of rewards in the Program. Points accrued are not transferable, have no cash value and cannot under any circumstances be redeemed for cash (other than for Cash Rewards, as described in Section 8, above) or used as payment of obligations to us. Points from separately enrolled Accounts may not be combined onto one Program account. The Program is void where prohibited by federal, state, or local law. Bank reserves the right, at our sole discretion, to determine merchants and service providers participating in the Program.

Rewards Benefit Disclosure

Rewards apply only to net Card Purchases on the Card. Balance transfers, cash advances, and finance charges are not eligible for Reward Points. A minimum of 2,500 points is needed in order to redeem. Points expire 60 months after applied to your Account. See your Rewards Program terms, which will be enclosed with your new card, for more details.

Platinum Benefits

These benefits are provided by MasterCard, not GE Capital Retail Bank. For details, see your MasterCard Guide to Benefits, which will be enclosed with your new card.