



64658

DETACH AT PERFORATION

BRYANT COMFORT CONSUMER APPLICATION - B1 BRY

PLEASE READ THE ATTACHED DISCLOSURES AND SIGN BELOW BEFORE SUBMITTING YOUR APPLICATION.

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: S M I T H

APPLICANT

First Name _____ M. Initial _____ Last Name _____

Do You: Own Parents/Relative
 (One) Rent Other

Mailing Address _____ APT # _____

City _____ State _____ Zip _____ Social Security Number _____

If the above address is a PO Box, you must provide a street address for yourself or a contact person

Home Phone _____
 Birth Date _____ / _____ / _____
 City _____ State _____ Zip _____ Month _____ Day _____ Year _____

Your Employer _____ How Long (Yrs.) _____ Total Annual Income* \$ _____ Business Phone _____

E-Mail Address (optional) By providing an E-Mail address, I consent to receive E-Mail communications about my Account and authorize you to provide my E-Mail address to Bryant Comfort Credit so that I may receive such communications, offers and updates. ***NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless relied upon for credit.**

Nearest Relative Not Living With You: Name _____ Address _____ City _____ State _____ Zip _____ Home Phone _____

For WI residents, if you are applying for individual credit or joint credit with someone who is not your spouse, combine your and your spouse's financial information on this application form.

JOINT APPLICANT

First Name _____ M. Initial _____ Last Name _____

Relationship to Applicant Spouse Other

Mailing Address _____ APT # _____

City _____ State _____ Zip _____ Social Security Number _____

Home Phone _____ Birth Date _____ / _____ / _____
 Month _____ Day _____ Year _____

Your Employer _____ How Long (Yrs.) _____ Total Annual Income* \$ _____ Business Phone _____

PROTECT YOUR CREDIT CARD ACCOUNT WITH DEBT SECURITY - (OPTIONAL)

By signing to purchase Debt Security, I acknowledge that I do not need to purchase Debt Security to get credit. I have received and read the disclosures that are set forth below and in the Debt Security Summary attached. I agree that you may bill my Account a fee each month of \$0.99 per \$100 of the average daily balance of my Account as provided in the terms of the Debt Security agreement. I may cancel any time.

YES, I would like to purchase Debt Security **Sign Here to Enroll X**

Debt Security is not available for residents of Alabama and Mississippi. Store associates who solicit applications for Debt Security must read the following disclosure to the customer: 1) Your purchase of Debt Security is optional. Whether or not you purchase Debt Security will not affect your application for credit or the terms of any existing credit agreement you have with us. 2) We will give you additional information before your first payment for Debt Security is due. This information will include a copy of the contract containing the terms of Debt Security. 3) There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under Debt Security. 4) You should carefully read our additional information for a full explanation of the terms of Debt Security.

APPLICANT/JOINT APPLICANT SIGNATURES

I am providing the information in this application to GE Money Bank ("GEMB") and to dealers ("Dealers") that accept the Bryant Comfort Credit Card ("Card") and to program sponsors, and asking GEMB to Issue me a Card. By applying for this account, I authorize and agree that:

- GEMB may furnish this and other information about me (even if my application is denied) and my account to Dealers and program sponsors (and their respective affiliates) to create and update their records, and to provide me with service and special offers.
- GEMB may make inquiries it considers necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating my application, and for purposes of reviewing, maintaining or collecting my account.
- If my application is approved, the Bryant Comfort Card Agreement ("Agreement") will be sent to me and will govern my Account.
- Among other things, the Agreement: (1) INCLUDES AN ARBITRATION PROVISION THAT MAY LIMIT MY RIGHTS UNLESS I REJECT THAT PROVISION UNDER THE AGREEMENT'S INSTRUCTIONS; and (2) makes each applicant responsible for paying the entire amount of credit extended; and (3) grants GEMB a security interest in the goods purchased on the account as permitted by law.
- GEMB may contact me (1) using all contact information that I provide to GEMB, including without limitation, each phone number, email address, and/or text message address, (2) for all purposes, including collection purposes, (3) using methods where I may be charged for the communication (such as calling or sending a text message to my cellular phone) and (4) using automated equipment.

This application and the Agreement are governed by federal law and Utah law (to the extent that state law applies). I also agree that if my application for a Card is not approved by GEMB, the Dealer may provide my application information to Service Finance Company, LLC or its assignee ("SFC"), and that SFC may offer me credit and that I authorize SFC to make inquiries they consider necessary, including requesting reports from consumer reporting agencies and other sources, in evaluating my credit. Federal law requires us to obtain, verify and record information that identifies you when you open an account. We will use your name, address, date of birth, and other information for this purpose.

X Applicant Signature _____ Date _____ X Joint Applicant Signature _____ Date _____

THIS SECTION MUST BE COMPLETED BY THE DEALER

Applicant's Primary ID (Type, Number, Issuing State) Exp. / Sec. ID (Credit Type and Issuer) Exp. _____ Joint Applicant's Primary ID (Type, Number, Issuing State) Exp. / Sec. ID (Credit Type and Issuer) Exp. _____

Account# _____ Dealer Fax # _____

Dealer # 534812 Dealer Phone # _____

Contact Name _____ Amount Requested \$ _____

To find out about changes in the terms of the attached agreement, write to us at GEMB, P.O. Box 6160, Rapid City, SD 57709-6160 6400-002-0070 (01/07) BRY



THE KEY CREDIT TERMS OF THE BRYANT COMFORT CREDIT CREDIT CARD AGREEMENT ARE AS FOLLOWS:

Annual Percentage Rate ("APR") for Purchases and Cash Advances

22.15% (variable)

Delinquency Rate APR *

28.99% (variable)

Variable Rate Information

The APR for Purchases may vary and will equal the prime rate plus 13.90%, but in no event will be less than 18.40%. The APR for Cash Advances may vary and will equal the prime rate plus 13.90%, but in no event will be less than 20.98%. The "prime rate" for a billing period is the highest bank prime loan rate, as published in the Money Rates section of The Wall Street Journal, on the 5th business day before the first day of that billing period.

Grace Period for Repayment of the Balance for Purchases

25 days if no previous balance and full payment is made; otherwise none.

Method of Computing the Balance for Purchases

Two Cycle Average Daily Balance (Including New Purchases)

Minimum Finance Charge

\$1.50

Late Payment Fees: \$15 if the Balance is \$0-\$99.99; \$29 if the Balance is \$100-\$999.99; and \$35 if the Balance is \$1000 or more. (Balance means previous Balance on Statement that shows the Late Fee.)

Over Limit Fee: \$30

Returned Check Fee: \$30

Transaction Fee for Cash Advances: 4% of the amount of each cash advance, but not less than \$5.

Transaction Fee for Balance Transfers: 4% of the amount of each balance transfer, but not less than \$5.

* If you do not make your required Minimum Payment by the Payment Due Date, you make a payment that is not honored by your bank or you exceed your credit limit, the Delinquency Rate (rather than the Standard Rate) will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period in which your missed or returned payment was due or in which you exceeded your credit limit.

The information about the costs of the Account described herein is accurate as of 11/01/06. This information may have changed after that date. To find out what may have changed, write us at GEMB, P.O. Box 981439, El Paso, TX 79998-1439. We may, at any time and for any reason, change, add or delete provisions of the governing credit card agreement, including increasing rates or fees. These changes may affect existing balances as well as future transactions. We will send you notice of any changes as required by applicable law.

Notice to Married 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. We are required to notify spouses of married Wisconsin residents who apply for an individual account regardless of whether the spouse may use the card.

INITIAL DISCLOSURE STATEMENT

The following is an initial disclosure statement. If you are approved for a Bryant Comfort Credit card, a complete credit card agreement ("Agreement") governing your Bryant Comfort Credit card account ("Account") will be sent to you along with your credit card. The Bryant Comfort Credit card is issued by GE Money Bank ("Bank"). In this disclosure statement, "we", "us", and "our" means the Bank; "you" and "your" means all persons who we approve to use the Account; and "Card" means your Bryant Comfort Credit card. You may use your Account (i) to purchase goods and services ("Purchases"), (ii) to obtain cash advances ("Cash Advances") by writing convenience checks ("Convenience Checks") we may provide to you from time to time or by other means we may make available, or (iii) to transfer balances from other credit card accounts to this Account ("Balance Transfers") by means (including balance transfer checks) we may make available from time to time, in each case up to any credit limit we may establish for your Account ("Credit Limit"). Except as otherwise provided in this Agreement or in any applicable offer, Balance Transfers will be treated as Purchases. You may not initiate Balance Transfers to this Account from other accounts with us or any of our affiliates. We may limit your Cash Advances to a portion of your Credit Limit (your "Cash Limit") and if we do so, you agree not to take Cash Advances in excess of your Cash Limit. We may decline to authorize any Purchase, Balance Transfer or Cash Advance or change your Credit Limit at any time. You may use your Account only for personal, family or household purposes.

PERIODIC FINANCE CHARGES.

- A. We calculate the periodic Finance Charge separately for Purchases and Cash Advances. The Annual Percentage Rate may sometimes be referred to as "APR". For each billing period in which a periodic Finance Charge is imposed, the amount of the Finance Charge is the total of (i) the amount of the periodic Finance Charge calculated during the current billing period, plus (ii) if you had a Purchase Balance during the prior billing period, the amount of the periodic Finance Charge that was calculated on that Purchase Balance during the prior billing period, but not imposed in that billing period. The periodic Finance Charge for each billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") in effect during that billing period to the balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE** of up to **\$1.50** will be imposed for each billing period in which your Account is subject to a Finance Charge.
- B. The periodic Finance Charges will be determined separately for charges incurred under any Special Payment Plan in accordance with the terms established for such Special Payment Plan. *You understand and acknowledge that this Account provides for the daily compounding of periodic Finance Charges.*

PERIODIC RATES.

- A. The Periodic Rate for your Purchase Balance is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is the greater of (i) the Prime Rate plus 13.90%, times 1/365, or (ii) **.05041% (APR 18.40%)**. The "Prime Rate" for a billing period is the highest bank prime loan rate, as published in the Money Rates Section of The Wall Street Journal, on the fifth business day before the first day of that billing period. As of November 1, 2006, the Purchase Standard Rate was **.06068% (APR 22.15%)**.
- B. The Periodic Rate for your Cash Advance Balance is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is the greater of (i) the Prime Rate plus 13.90%, times 1/365, or (ii) **.05747% (APR 20.98%)**. As of November 1, 2006, the Cash Standard Rate was **.06068% (APR 22.15%)**.
- C. The Periodic Rates and corresponding APRs for all Account balances (including any promotional rates) may be increased if you fail to make a required Minimum Payment by the Payment Due Date, you make a payment to us that is not honored by your bank or you exceed your Credit Limit. If we increase your Periodic Rates, the new Periodic Rates will be equal to the Delinquency Rate, or at our discretion a lower rate. Our decision may be based on factors such as the timing or seriousness of any default, your payment and purchase history and other performance on this Account. The increased Periodic Rates will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed or returned payment was due or in which you exceeded your Credit Limit. We also may change rates or other terms as provided in the Termination/Change In Terms Section of this Agreement. The Delinquency Rate for a billing period is the greater of (i) the Prime Rate plus 20.74%, times 1/365, or (ii) **.07394% (APR 26.99%)**. As of November 1, 2006, the Delinquency Rate was **.07942% (APR 28.99%)**.
- D. The Periodic Rates and Corresponding APRs may vary. If the Prime Rate increases, the Periodic Rates and corresponding APRs may increase and, as a result, the periodic Finance Charge, Minimum Payment and number of payments also may increase. Any

change in the Periodic Rates will apply to your entire Account balance (unless otherwise specified in any applicable Special Payment Plan). A change in the Prime Rate will take effect on the first day of the billing period that commences after the change. We may select a new interest rate index if the Prime Rate is not available.

G. A Transaction Fee for each Balance Transfer treated as a Purchase that posts to your Account. This fee will be a **FINANCE CHARGE** equal to 4% of the amount of the Balance Transfer, with a minimum of \$5.

BALANCE SUBJECT TO PERIODIC FINANCE CHARGES. The balance subject to a periodic Finance Charge is calculated separately for Purchases and Cash Advances.

A. The Purchase Balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. To determine the Purchase Daily Balance, we take the prior day's Purchase Balance of your Account, which includes unpaid periodic Finance Charges on your Purchase Balance, and add any new Purchases, including any Balance Transfers that are treated as Purchases, and other debits charged to your Account that day, and subtract any payments and other credits applied to your Purchase Balance that day. Each day we also add any periodic Finance Charges on your Purchase Balance and other Finance Charges and fees (other than Transaction Fees for Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the Purchase Daily Balance of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.

B. The Cash Advance Balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance Daily Balance, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, including any Balance Transfers that are treated as Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract payments and other credits applied to your Cash Advance Balance that day. This gives us the Cash Advance Daily Balance of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE. Purchases and Cash Advances begin to accrue periodic Finance Charges from the date of the transaction (or, at our option, from the date they are posted to your Account) and continue to accrue finance charges until the charge is paid in full. However, you can avoid periodic Finance Charges on new Purchases in the Current Billing Period if for each billing period you pay your New Balance, including any Cash Advance balance and any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period. There is no period within which you can avoid periodic Finance Charges on Cash Advances or Transaction Fees for Cash Advances.

PAYMENTS. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. If you have a balance subject to Finance Charges, earlier payment may reduce the amount of Finance Charges you will pay. As used in this paragraph, "New Balance" excludes any balance attributable to any Special Payment Plan that involves delayed or special payments. Your Minimum Payment will be (i) the greatest of (a) \$30, (b) 2.0% of your highest New Balance for the life of your Account, rounded to the next highest dollar, or (c) the Finance Charges, Late Payment Fees and Over Limit Fees billed on your Statement plus \$20, plus (ii) any past due amounts, plus (iii) any payment due under any Special Payment Plan. However, the Minimum Payment will be the New Balance if the New Balance is less than \$30. You agree that any payments on your Account delivered to a retailer store are handled by such retailer as a convenience for you and are not received or accepted by us until physically delivered to us. We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. For example, on promotions requiring a Minimum Payment, payments over the minimum will usually be applied to those promotional balances before non-promotional and other balances. If you have a non-promotional balance, this may reduce the benefit from the promotion. If you want to change this allocation, please call customer service at 1-800-250-5411.

FEES. You agree to pay the following fees.

A. A Late Payment Fee if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance at the end of the billing period ending after the Payment Due Date. The Late Payment Fee will be \$15 for a New Balance \$99.99 or less; \$29 for a New Balance \$100.00 to \$999.99; and \$35 for a Balance of \$1000.00 or more.

B. A Returned Check Fee of \$30 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

C. An Over Limit Fee of \$30 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

D. A Transaction Fee for each Cash Advance that posts to your Account, including any Balance Transfer treated as a Cash Advance. This fee will be a **FINANCE CHARGE** equal to 4% of the amount of the Cash Advance, with a minimum of \$5.

E. A Returned Loan Check Fee of \$30, in the event any Convenience Check on your Account is not honored by us because (i) the portion of your Credit Limit available for Convenience Checks is insufficient to cover the amount of the Convenience Check, (ii) you have filed a petition in bankruptcy, (iii) the Convenience Check has expired, or (iv) your Account has been closed.

F. A Stop Payment Fee of \$30 if we stop payment on any Convenience Check at your request.

SECURITY INTEREST. You grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). If you made a Purchase pursuant to a credit promotion, the balance with respect to the promotional Purchase may be shown on Statements during the promotional period and may reflect a different payment allocation method. In no event will we assert a security interest in the promotional Purchase for an amount greater than the lowest balance shown on a Statement for that promotional Purchase. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling. Should we feel it necessary, you authorize us to sign and file financing statements regarding any Vehicle purchased.

If the item of merchandise purchased is a Vehicle (including the vehicle, parts and accessories) and if you default under this Agreement we may, as permitted by applicable law, repossess the Vehicle and any personal property of yours in or attached to the Vehicle that is not subject to our security interest may be held by us without liability. Unless you make written demand on us for the return of such personal property within 10 days (or any longer period required by applicable law) of repossession, you will lose any right to reclaim it from us, except as applicable law otherwise provides. After we repossess the Vehicle, it may be sold at public or private sale, as provided for by applicable law, and the proceeds received from the sale will be applied to your balance after deducting expenses allowed by law. We will pay you any surplus resulting from a resale of the repossessed Vehicle, and you will pay us any deficiency when and as permitted by applicable law.

For some individual Purchases under your Account, we may require you to maintain property/casualty insurance on the Purchase as a condition of granting you credit. You will be informed of any property/casualty insurance requirement at the time you make the Purchase.

CHANGE IN TERMS. You may terminate your Account at any time by providing us written notice. We may, at any time and subject to applicable law, change, add or delete provisions of this Agreement ("Terms Change") or terminate your Account. Unless prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account.

ARBITRATION. The Agreement contains an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate as a representative or member of a class action. You have a right to reject the arbitration provision, by following the instructions in the arbitration provision. If you reject arbitration, it will have no effect on any other terms of the Agreement.

Notice. The following is important information regarding your right to dispute billing errors.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your Statement under billing inquiries. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Privacy Policy

This Privacy Policy describes our information collection and sharing practices. Please read it carefully and retain with your records for this Account. This Policy applies only to current and former customers and applicants in their relationships with us relating to this consumer credit Account of GE Money Bank ("GEMB," "we," "us" or "our").

Information We Collect – We collect personally identifiable information about you (such as your address, phone number, social security number, mother's maiden name and transaction information about items purchased, payments and payment method), for identification, account management, servicing and marketing purposes. We obtain information about you directly from you (such as on application forms), through your use of our products and services, and in some cases, from third parties (such as credit bureaus and demographic firms). Occasionally, we may also collect information about you online using "cookies" (small pieces of data stored by your Internet browser on your computer) or other technology that may be used to remember passwords for you, to track your website usage with us, and to provide you with customized content, among other things.

Information We Share with Others – We may use and share all of the information we collect, subject to applicable law, with the following (these examples are not intended to be all-inclusive):

- **The Retailer/Merchant/Dealer associated with this credit program and its affiliates and program sponsors** (as applicable), for use in connection with this consumer credit program and as otherwise permitted by law. They may use this information to update their records, to provide you with notices of special promotions and other tailored offerings, to answer questions about this Account and perform other credit program functions or for other purposes permitted by law. They may use their affiliates, licensees, sponsors or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers and program sponsors** (including our affiliates), to assist us in servicing Accounts, like preparing billing statements and promotional materials, and responding to customer inquiries. We also may use marketing firms, such as modeling companies, to assist us in our own marketing efforts.
- **Financial Institutions with whom we jointly offer financial products**, such as loan products or credit insurance. If your billing address is in Vermont, this information will be limited to your name and contact information, and transaction and experience information on this Account.
- **GEMB's affiliates, who are other companies in the General Electric Company corporate family** ("GEMB Affiliates") for servicing or marketing purposes, subject to your right to opt out of sharing of credit eligibility information, such as certain information from credit bureaus and your application, as provided in the *It's Your Choice* section below. Subject to your right to opt out, GEMB Affiliates also may use information from us concerning your credit eligibility, and your transactions and experience with us, to send you marketing solicitations about products and services.
- **Third Parties, who are interested in offering special products or services to you**, subject to your right to opt out as provided in the *It's Your Choice* section below. For example, we disclose information, either directly or through the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) to financial services providers offering products such as insurance, mortgages or loans, and non-financial companies offering consumer products and services. We may disclose name, address and telephone numbers, as well as Account purchase and performance history.
- **Others:** We report Account information, such as credit limit, balances and payment information, to credit bureaus. In addition, we may buy and sell assets, lines of business and/or Accounts. When this occurs, customer information generally is disclosed to bidders and is one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

It's Your Choice – You have the right to opt out of our sharing of information with certain third parties, as described below. To opt out please call us toll-free at 1-877-905-2097, or write to us at P.O. Box 981439, El Paso, TX 79998-1439. If you have previously informed us of your preference, you do not need to do so again.

If you opt out, you will be directing us as follows:

Do not share information about me with companies other than with GEMB Affiliates, and with the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) for use in connection with this credit program and as otherwise permitted by law. Do not share with GEMB Affiliates information used to determine my eligibility for credit. Do not allow GEMB Affiliates to solicit me for products and services based on transaction, experience or credit eligibility information they receive from GEMB.

Important Notes About Your Choice

- Please understand that, even if you opt out as described above, we will continue to share information with the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) associated with this Account, joint marketing partners and service providers as described in this policy, and as otherwise permitted by law. And we will continue to share information that identifies you, and about your transactions and experiences with us, with GEMB Affiliates.
- If you have a joint account, a request by one party will apply to all parties on the Account.
- We will process your request promptly. However, it may take us several weeks to ensure that all records are updated with your preference. In the interim, you may continue to be included in programs as described above. Also, after your request is processed, you may still be contacted by GEMB Affiliates and/or other companies based on their own information.
- Even if you opt out, we will continue to provide you with billing inserts and mail notices of special offers and new benefits.
- **Vermont Residents:** If (and while) your billing address is in Vermont, we will treat your Account as if you had exercised the opt-out choice described above and you do not need to contact us in order to opt out. If you move away from Vermont and you wish to restrict us from sharing information about you as provided in this Policy, you must then contact us to exercise the opt-out choice described above.

Our Security Procedures – We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard nonpublic personal information about you. We limit access to personal and Account information to those employees and agents who assist us in providing products and services to you. We also require third parties to whom we disclose nonpublic personal information to adhere to this Privacy Policy and to establish information security procedures.

Your Access to Information – We provide you access to information about your Account by sending you monthly billing statements outlining your transactions, finance charges, and other Account information, and by providing customer service representatives to answer your questions.

How This Policy Applies to You – The examples contained in this Privacy Policy are illustrations only, and are not intended to be all-inclusive. If you decide to close your Account, or become an inactive customer, or if we close or suspend your Account, we will continue to adhere to the privacy policies and practices described in this notice to the extent we retain information about you. We may amend this Privacy Policy at any time, and we will inform you of changes as required by law. You may have other privacy protections under state laws and we will comply with applicable state laws when we disclose information about you. This Privacy Policy applies only to this consumer credit Account with GE Money Bank and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices.

DEBT SECURITY PROGRAM

Summary of Terms

The Debt Security Program ("Program") is **optional**. Whether or not you purchase the Program will not affect your application for credit or the terms of any existing credit agreement you have with GE Money Bank ("Bank").

Upon acceptance of your enrollment in the Program, you will receive the complete Program Agreement. Please read the Program Agreement carefully since it provides a complete explanation of the Program. The following is only a summary of the Program, including a summary of the eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under the Program.

Debt Cancellation is provided under the terms of the Program for the following events ("Covered Events"): Involuntary Unemployment, Leave of Absence, Disability, Hospitalization, Nursing Home Care, or Loss of Life with respect to the primary cardholder (the person whose name is listed first on the billing statement).

COST: The monthly fee for the Program is \$.99 per \$100 of the average daily balance of your Account as provided in the Program Agreement. The fee is subject to change upon notice to you as required by law.

MONTHLY DEBT CANCELLATION: The Program provides debt cancellation on a month-by-month basis for certain Covered Events. A monthly debt cancellation is 5% of the outstanding balance of your Account as of the date of the Covered Event and is available under the terms of the Program Agreement for the following Covered Events up to the limit on total monthly cancellations :

INVOLUNTARY UNEMPLOYMENT: You must be involuntarily unemployed for at least 30 consecutive days. Unemployment for which you had notice within 30 days prior to enrollment in the Program or which begins within 60 days after enrollment in the Program is not covered. You must have been employed full-time in a non-seasonal occupation as of the date of involuntary unemployment, be eligible for state unemployment benefits and register within 15 days of the unemployment for work at a recognized employment agency. Unemployment caused by the following reasons is also excluded: (a) your voluntary forfeiture of employment, salary, wages or other employment income; (b) your resignation; (c) your retirement; (d) your involuntary termination of employment as the result of willful or criminal misconduct; (e) scheduled termination of your employment pursuant to an employment contract; (f) termination of seasonal employment; (g) your imprisonment; or (h) a reduction in number of hours worked that does not result in total elimination of employment income.

LEAVE OF ABSENCE: You must be on an unpaid employer approved leave of absence for at least 30 consecutive days. A leave of absence within 60 days after enrollment in the Program is not covered. You must have been employed full-time in a non-seasonal occupation as of the date the leave began.

DISABILITY: You must be disabled for at least 30 consecutive days. Disability caused by the following reasons is excluded: (a) normal pregnancy or childbirth; (b) an intentionally self-inflicted injury, whether you are sane or insane; (c) flight in non-scheduled aircraft; (d) war, declared or undeclared, including any act of war; or (e) foreign travel or residence.

HOSPITALIZATION: You must be hospitalized while under continuous care by a physician for at least 2 consecutive days. Hospitalization caused by or resulting from the following reasons will not be covered: (a) normal pregnancy or childbirth; or (b) an intentionally self-inflicted injury, whether you are sane or insane.

NURSING HOME CARE: You must be confined to a licensed nursing home while under continuous care by a physician for at least 2 consecutive days.

MONTHLY REQUESTS: You must request debt cancellation each month and your request will not affect the monthly bills Bank sends you. You must continue to make each minimum monthly payment on the Account, unless you confirm with Bank that a request for a monthly debt cancellation has been approved and will satisfy a particular minimum monthly payment that you have been billed.

LIMIT ON MONTHLY CANCELLATIONS: Monthly debt cancellation will not be available for a Covered Event after the sooner of: (1) the total amount of debt cancelled for the Covered Event equals \$10,000; (2) the total amount of debt cancelled for the Covered Event equals the outstanding balance of your Account as of the date of the Covered Event; or (3) the requirements for debt cancellation are not met for a month (e.g. you return to work, cease to be disabled, or leave the hospital or nursing care).

OTHER COVERED EVENTS

LOSS OF LIFE: Debt cancellation is provided under the terms of the Program if you lose your life. The Amount of debt cancellation for this Covered Event is the outstanding balance of your Account as of the date of death.

ENDING YOUR PROTECTION: You may terminate your enrollment in the Program at any time. If you choose to terminate within 60 days of enrollment, Bank will credit to your Account any Program fee you have been charged. Bank may terminate your enrollment in the Program by providing written notice to you. Your enrollment in the Program will terminate automatically if you fail to make any required minimum payment on your Account in any two consecutive billing periods.

HOW TO CLAIM BENEFITS: You may obtain a form to request debt cancellation by calling toll free at 1-866-846-7991 or by writing to Debt Security, P.O. Box 39, Roswell, GA 30077-0039. You must also provide documents described in the Program Agreement for a particular Covered Event. In addition, you agree to provide any additional information or documents reasonably requested by Bank in connection with our review of your request for debt cancellation.

ADDITIONAL IMPORTANT DISCLOSURES:

- Bank reserves the right to modify the Program at any time and will provide you notice as required by law.
- Cancelled debt under the Program may be taxable as income if provided by law. Please consult your tax advisor for guidance.
- You must continue to make any required minimum payments on your Account after a Covered Event until the outstanding balance on your Account is paid off. A Covered Event (other than death) must occur continuously for the specified period of time before debt cancellation can be requested.
- You may continue to use your Account after a Covered Event, subject to the terms of your Account Agreement. However, the amount of debt cancelled under the Program does not include purchases on your Account after the Covered Event (unless those purchases are covered due to a subsequent Covered Event while you continue to have the Program).
- Any arbitration provisions that may apply with respect to your Account Agreement shall also apply with respect to the Program.
- The Program is not insurance.
- The Program is not available for residents of Alabama and Mississippi.