



use will not exceed \$50.00.

## Ross-Simons Preferred Account Agreement

**NOTICE TO BORROWER:** (1) CAUTION - IT IS IMPORTANT THAT BORROWER THOROUGHLY READ THE DISCLOSURES AND AGREEMENT BEFORE BORROWER AGREES; (2) BORROWER SHOULD RETAIN A COPY OF THE DISCLOSURES AND AGREEMENT FOR BORROWER'S RECORDS.

This Agreement sets forth the Terms and Conditions of the Ross-Simons Preferred Account credit card (the "Account") and the extension of credit made by WebBank, Salt Lake City, Utah (the "Lender").

Please read this Agreement and keep a copy.

**1. DEFINITIONS.** In this Account Agreement, the following definitions apply:

"*Agreement*" means the Important Disclosures, Account Agreement, and any amendment or addendum to this Agreement.

"*Merchant*" means Ross-Simons.

"*Purchases*" are loans made on the Account to the Borrower, when the Borrower uses the Account to pay for a purchase from the Merchant.

**a. Parties to this Agreement.**

"*I*", "*me*" and "*Borrower*" mean the person who applied for this Account and agrees to this Agreement.

"*You*" and "*Lender*" mean WebBank, and any person, company or bank to which the rights of the Lender have been assigned.

**b. Other Parties.**

"*Bill Me Later, Inc.*," located in Timonium, Maryland, provides services for the Lender, such as processing transactions, keeping records, sending billing statements and providing customer service.

**c. Parts of the Account.**

**(i) Revolving Parts.**

"*Standard Purchases*" are subject to the standard repayment terms, Grace Period and Annual Percentage Rate of the Account unless they are subject to an Extended Grace Period.

"*Purchases subject to an Extended Grace Period*" are Standard Purchases subject to special repayment terms and a special Grace Period; they are subject to the standard Annual Percentage Rate. The Extended Grace Period ends on the last day of the billing cycle in which the Expiration Date occurs. The Extended Grace Period will end no earlier than 58 days after the transaction date, as disclosed when the transaction is made. No payments are due and no interest accrues during the Extended Grace Period. A purchase subject to an Extended Grace Period, where the Expiration Date is 90 days after the transaction date, may be called a "*Take 90. No Payments, No Interest for 90 days*" purchase or a "*90 Days Extended Grace*" purchase (the number of days can vary, but will not be less than 58 days). After its Extended Grace Period, a purchase subject to an Extended Grace Period is a Standard Purchase and is not a purchase subject to an Extended Grace Period.

"*Promotional Purchases*" may be subject to special, promotional repayment terms and/or Annual Percentage Rates for all or part of the time they are unpaid. Promotional Purchases are subject to the standard repayment terms and rate, except to the extent that the promotional offer states different terms.

"*Deferred Interest Purchases*" are Promotional Purchases on which no interest will be charged if they are paid in full within the deferred interest period. Interest will be charged from the purchase date if the purchase balance is not paid in full within the deferred interest period. The deferred interest period may be 6 months or more as disclosed when the transaction is made.

"*No payments for 6 months purchases*" are Deferred Interest Purchases on which no payments will be due during a 6 month deferred interest period.

"*No interest if paid in full purchases*" are Deferred Interest Purchases on which payments will be due during the deferred interest period.

**(ii) Equal Payment Parts.**

"*Equal Payment Purchases*" are loans from the Equal Payment part of the account, which will be repaid in equal monthly payments called "Monthly Plan Payments."

"*Interest-free Equal Payment Purchases*" will not be subject to interest imposed by the Lender, if Borrower pays the balance in full by the End Date.

"*Financed Equal Payment Purchases*" will be subject to interest imposed by the Lender.

**d. Other Definitions used in this Agreement.**

"*Billing Cycle*" means the time between the dates on which you prepare billing statements, or would have prepared them if statements were required under the paragraph of this Agreement called "Billing Statements." The Billing Cycle will end on approximately the same day of each month. You may change the day the Billing Cycle ends, at your option. The Billing Cycle may end on any day that you or I Terminate the Account and I pay the balance in full.

"*Cost*" means the price of any item I purchase from the Merchant using the Account, plus any fee or charge I agree to pay the Merchant, including interest, the cost of shipping and taxes, less any applicable discount or credit offered by the Merchant.

"*Credit Card*" means the Ross-Simons Preferred Account credit card provided to me for this Account.

"*Credit Limit*" means the maximum amount of credit that Lender has approved for this Account. When Borrower opens this Account, Lender will establish the Credit Limit. Lender may increase the Credit Limit at any time; Lender may decrease the Credit Limit at any time, but will notify Borrower immediately and tell Borrower the reasons. The total of all balances of the Account (including unpaid transactions posted to the Account, unpaid and unexpired authorized transactions, transactions which are the subject of a billing dispute, and all interest and fees) may not exceed the approved Credit Limit.

"*End Date*" is the Payment Due Date of the final Monthly Plan Payment on an Equal Payment Purchase.

"*Expiration Date*" for a Deferred Interest Purchase is the date on which the deferred interest period ends; for a purchase subject to an Extended Grace Period, it is at least 58 days after the transaction date, as disclosed when the transaction is made, which determines when the extended grace period ends.

"*Grace Period*" means the period within which I may repay a loan without incurring any interest on that loan. The Grace Period applies only to Standard Purchases and Promotional Purchases which are not Deferred Interest Purchases.

"*Payment Due Date*" means the date which will appear each month as the "Payment Due Date" on the billing statement.

"*Termination*" means that I will no longer be able to obtain loans or any extension of credit on this Account. Termination affects the Account permanently, at the sole discretion of the Lender.

**2. GENERAL DESCRIPTION OF THE ACCOUNT.** This is a multi-part open-end credit card account. I will request a loan on this Account by choosing the Ross-Simons Preferred Account payment option when I make a purchase from the Merchant. Each purchase will be added to the balance of the Standard Purchases part of the Account, unless it is subject to special terms for a Promotional Purchase or an Equal Payment Purchase. You will charge interest on all parts of this Account, beginning on each transaction date, except during the Grace Period and as otherwise provided in the paragraph of this Agreement called "Interest Rate and Interest Charges." I will only have the right to use some parts of the Account from time to time, when you make a special offer. The rate of interest may be different for different parts of the Accounts. You may make changes in this Agreement as explained in the paragraph called "Amendment of this Agreement."

**3. HOW I CAN OBTAIN LOANS ON THIS ACCOUNT.** The Merchant may allow me to charge the purchase to my Account if I provide the Merchant with proper credentials and certain information about my Account. I will not have to use the credit card or have it in my possession to make a purchase. You may refuse to make the loan to me if the loan would cause the balances of the Account to exceed the Credit Limit.

**a. Standard and Promotional Purchases.** I can obtain loans on this Account by choosing the Ross-Simons Preferred Account when I make a purchase from a Merchant at an authorized location. You will make a loan to me, in the amount of the Cost of the purchase, by paying the Merchant on my behalf. You will make loans subject to the Standard Purchase terms, unless special terms are in effect at the time of the loan or are offered by the Merchant.

**b. Equal Payment Purchase.** You may offer me the option to make some purchases as Equal Payment Purchases. If I make an Equal Payment Purchase, the Merchant will inform me if it is a Financed Equal Payment Purchase and of the payment amount and terms before I agree to the purchase.

#### **4. OTHER AGREEMENTS ABOUT OBTAINING LOANS.**

**a. Credit Limit.** You will establish a Credit Limit for the Account, which is the maximum amount that can be outstanding at any time. However, you have the option to refuse my request for any loan; you will notify me of the reasons for any refusal, if required by law.

**b. You may charge my Account for Purchases.** I authorize you to charge this Account for the Cost of any purchase I, or anyone to whom I have given permission to use this Account, make from the Merchant using this Account. I understand that the amount that you actually pay to the Merchant may be less than the Cost, because the Merchant may agree that you may retain a portion of the Cost.

**c. You may charge my Account for Interest and Fees.** I authorize you to charge this Account for interest, any fees, costs of collection, and amounts that I agree in this Agreement to pay.

**5. MY PERSONAL INFORMATION.** Each time I use this Account, I authorize the Merchant to share my personal information with you to the extent necessary for you to complete the transaction, including paying the Merchant on my behalf, charging my Account for the Costs of the Purchase, sending me a billing statement, and for all other lawful purposes in connection with this Account. I authorize the Merchant to share my email address with you. I consent to your sending me emails for any lawful purpose in connection with this Account, including commercial emails for marketing financial products and services. I may withdraw my consent to your sending me commercial emails, at any time, by changing my email preferences at [newegg.mypreferredaccount.com](mailto:newegg.mypreferredaccount.com) or by "unsubscribe" when you send me an email.

**6. PROMISE TO PAY.** Borrower promises to pay to you the balance on this Account, including all Purchases, loans and other amounts Borrower has authorized you to charge to this Account. Borrower promises to pay these amounts as agreed in this Agreement, including my promise to make the Minimum Payment Due each month on or before the Payment Due Date. Borrower also promises to pay you any amount by which the balance of the Account exceeds the authorized Credit Limit.

#### **7. BORROWER ALSO PROMISES:**

**a.** To pay for all purchases made by me and by someone I authorized to use this Account. You (and any person who may decide whether I am liable for amounts charged to this Account) may presume that I have authorized any purchase made in my name using this Account, if the purchase is delivered in my name to my address, unless I return the purchase to the Merchant within a reasonable period of time.

**b.** To give you personal financial information about me that you may reasonably request, from time to time.

**c.** To pay all costs of collection if you take any action to collect this Account or take any action in a bankruptcy proceeding filed by or against me, if you are permitted by applicable law to charge those costs. This shall include, unless prohibited by applicable law, reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

**d.** Not to give you false information or signatures, electronic or otherwise, at any time.

**e.** To pay a Late Fee and Return Check Fee, as provided in this Agreement.

**f.** To make all payments by check, money order, electronic funds transfer or ACH in U.S. Dollars, drawn on funds on deposit with a U.S. financial institution or a U.S. branch of a foreign financial institution, in a form that will be processed and honored by your financial institution, in accordance with the reasonable requirements set forth on the billing statement, and to make each payment so that you receive it at the remittance address disclosed on the billing statement. If I make a non-conforming payment, you may refuse to accept the payment or, if you do accept it, I agree to pay your costs of processing the payment. A non-conforming payment, if accepted by you, will be credited to my Account not more than 5 days after the date you receive it, unless otherwise required by law. A non-conforming payment includes, among other things, a payment that is not made in accordance with this paragraph and with the reasonable requirements set forth on the billing statement, oversized and undersized instruments, instruments using non-standard materials, instruments in a non-standard format, and any non-standard instrument that requires special handling.

**g.** That when I make a payment on this Account by check, I authorize you to use information from my check to make a one-time electronic fund transfer from my account. In certain circumstances, such as for technical or processing reasons, you may process my payment as a check transaction. When you use information from my check to make an electronic fund transfer, funds may be withdrawn from my account as soon as the same day you receive my payment, and I understand that I will not receive my check back from my financial institution. I have the right to withdraw this authorization at any time by informing you that I do not want you to use the information from my checks to make an electronic fund transfer; to do so, I must contact you in writing at Electronic Check Opt Out, P.O. Box 4415, Timonium, MD 21094 and provide you with my name, Ross-Simons Preferred Account number and the name of the financial institution and account number from which my checks are drawn.

**h.** To promptly notify you if I change my name, my mailing address, my email address or my telephone number.

**i.** That I will not accept this Account unless I am of legal age in the state where I reside and am a resident of the U.S.A.

**j.** To sign the back of the Credit Card (if one is provided) at the place for the signature above the words "Authorized Signature." I agree that my signing the Credit Card is not a condition to my promises under this Agreement.

**k.** To notify you immediately if the Credit Card is lost, stolen or possibly used without my permission.

**l.** To pay for any unauthorized purchases made with the Credit Card before I notify you that the Credit Card was lost, stolen or possibly used without my permission. My liability for unauthorized purchases is the least of (1) \$50.00, (2) the total of unauthorized purchases made before I notify you, and (3) the amount for which I am liable under applicable law. I may give you notice by telephone or in writing in accordance with the section of this Agreement called "Notices and Customer Service."

m. If I am dissatisfied with goods or services I purchased from a Merchant, I will try in good faith to resolve the dispute and correct the problem directly with the Merchant. I agree to allow a reasonable period of time for the Merchant to resolve the dispute. This shall in no way limit or reduce my rights in case of a billing error.

n. To use the Account for personal, family or household purposes only.

o. To honor any other promises that I make in this Agreement.

**8. SECURITY INTEREST.** You will not take any security interest to secure this Account.

**9. INTEREST RATE AND INTEREST CHARGES.** Except during the Grace Period and during the term of an Interest-free Equal Payment Purchase prior to the End Date, Borrower agrees to pay interest on the outstanding balance of each part of this Account, including billed interest and billed fees, at all times that this Account is in effect, including any period after Termination in which there remains an outstanding balance. The interest will be calculated for each part of the Account separately, as of the last day in the Billing Cycle (the "Statement Date"), in the following way:

**a. Parts of the Account.** For the purposes of assessing interest, each part of the Account will be calculated separately. Parts may be called "Transaction Types" on the billing statements.

**(i) Standard Purchases.** All Standard Purchases and other balances that are moved to the Standard Purchases part of the Account will be a single part. At your option, purchases subject to an Extended Grace Period may be treated as separate parts.

**(ii) Promotional Purchases.** Promotional Purchases while subject to different Promotional rates, terms or Deferred Interest terms will be different parts.

• **Deferred Interest Purchases.** From time to time, you may offer Promotional Purchases with a Deferred Interest option. All purchases subject to the same rate, Deferred Interest terms and Expiration Date will be a single part; at your option, you may consider any Deferred Interest Purchase to be a separate part, or may consider Deferred Interest Purchases from different Merchants to be different parts. If I pay the balance on the Deferred Interest part (which is called the "Deferred Interest Balance") in full by the Expiration Date, you will not charge any interest for that part. You will calculate the interest for each Billing Cycle prior to the Expiration Date and disclose it on the Billing Statement as the Accrued Deferred interest. If I do not pay the balance on a Deferred Interest part of the Account before the Expiration Date, you may charge my Account, in the Billing Cycle in which the Expiration Date occurs, interest on each Promotional Purchase from the date of each purchase (each "transaction date").

• **End of Promotional Terms.** If a part is subject to a special promotional rate or Deferred Interest term which ends as of a certain date ("Expiration Date"), I authorize you to move, on or after that date, the balance remaining in that part to the Standard Purchases part of the Account, and it will be subject to the repayment and interest terms for Standard Purchases.

**(iii) Equal Payment Purchases.** Each Equal Payment Purchase will be a part. If there is a balance owing on an Interest-free Equal Payment Purchase after the End Date, I authorize you to move, on or after the End Date, that balance to the Standard Purchases part of the Account, and it will be subject to the repayment and interest terms for Standard Purchases.

**b. When the interest begins.** The interest begins to accrue on the transaction date, except (i) interest does not accrue on any portion of a loan that I repay during the Grace Period for the loan, if a Grace Period is applicable to the loan; (ii) interest does not accrue during the Extended Grace Period, if applicable to that loan, (iii) interest will not be assessed if the conditions in the following paragraph are met, and (iv) interest does not accrue prior to the End Date on an Interest-free Equal Payment Purchase.

**c. Assessing interest.** You will not assess interest on Standard or Promotional Purchases during any Billing Cycle in which my payments and credits on or before the Payment Due Date reduce the outstanding balance for Standard and Promotional Purchases (excluding Standard and Promotional Purchases I made during the Billing Cycle, excluding Deferred Interest Purchases, and excluding purchases subject to an Extended Grace Period) to zero or to a credit balance. This does not apply to a Deferred Interest Purchase, or to a Financed Equal Payment Purchase.

**d. Grace Period.** Only loans for Standard Purchases and Promotional Purchases (other than a Deferred Interest Purchase) are eligible for a Grace Period. If a loan which is eligible for a Grace Period is made during a Billing Cycle in which no interest was assessed on the loan because of the preceding paragraph, you will not assess interest on any portion of the loan which I repay on or before the Payment Due Date in the next cycle. You will not assess any interest on a purchase that is subject to an Extended Grace Period before the last day of the Billing Cycle in which its Expiration Date occurs.

**e. How you will determine the balance on which the interest is computed.** You will compute the interest for each part on the "Average Daily Balance" (including new purchases) for that part during the Billing Cycle. To get the Average Daily Balance for each part, you will take the beginning balance for each part each day and add any new Purchases and adjustments posted that day, including billed interest and billed Fees; then subtract any balances subject to an Extended Grace Period, any payments and any credits. This gives you the "Daily Balance." Then, you add up all the Daily Balances for the Billing Cycle for that part and divide the total by the number of days in the Billing Cycle. The result is the Average Daily Balance for that part. You will treat any Average Daily Balance which is a credit balance as zero.

**f. How you compute the interest.** You will compute the interest during the Billing Cycle for each part separately. For each part, you will multiply the Average Daily Balance for the Billing Cycle by the number of days in the Billing Cycle; then you will multiply the product by the Daily Periodic Rate in effect for that part during that Billing Cycle. The result is the interest for that part. You will then add up the interest for all the parts, to get the interest for the Account.

**g. Minimum Interest Charge.** If the Daily Balance of any part (excluding any balance on a Deferred Interest Purchase, prior to its Expiration Date, any purchase subject to an Extended Grace Period, and any Interest-free Equal Payment Purchase part), on the last day of a Billing Cycle (the Statement Date), is greater than zero, and if the interest for the Billing Cycle is greater than zero but less than \$2.00, you may assess a Minimum Interest Charge (which will be shown on the billing statement as a fee called a "Minimum Interest Charge") of \$2.00 for the Billing Cycle.

**h. Rate of Interest.** You will compute the interest on the Standard, Promotional and Financed Equal Payment Purchases parts using the Daily Periodic Rate of 0.07120%. This corresponds to the **ANNUAL PERCENTAGE RATE of 25.99%**. However, if you have disclosed a special promotional rate at the time you made the special offer, according to law, you will compute the interest on the Promotional Purchases parts using that special promotional rate.

**10. FEES.** I agree to pay the following Fees, as applicable. I agree that you may allocate any Fees to the Standard Purchases part of the Account.

**a. Penalty Fees.**

**(i) Late Payment Fee.** You will charge me a Late Fee for each month the Minimum Payment is not paid in full by its Payment Due Date. The amount of the Late Fee will be the amount of the missed payment, up to \$25 the first time I am late. If my payment is late again within the next six billing cycles after any prior late payment, the amount of the Late Fee will be the amount of the missed payment, up to \$35. No Late Fee will be due if the reason the Payment is late is either:

(A) attributable to a Late Fee assessed on an earlier payment; or

(B) because, after default, the entire balance on this Account is due.

**(ii) Return Check Fee.** If my payment on this Account is made with a check, including a draft, order or other instrument that is returned by drawee for "not sufficient funds" in the account on which the check is written, you will charge me a Fee equal to the amount of my payment, up to \$25 for my first returned check. For subsequent returned checks in the next six billing cycles, the amount of my Fee will be the amount of my payment, up to \$35. You will not charge the service charge, however, if you redeposit the check and it is paid.

**b. Fee for providing a copy of billing statement.** Unless you are required by law to provide me with a copy of a billing statement for a Billing Cycle other than the current Billing Cycle, I agree to pay you a fee of ten dollars (\$10.00) per billing statement if I request a copy.

**11. MINIMUM PAYMENT DUE.** The Minimum Payment will be due each Billing Cycle, on or before the Payment Due Date. The amount of the Minimum Payment Due will be the sum of the Monthly Plan Payments due on each Equal Payment Purchase Part plus the payment due for the revolving parts plus any amounts past due from previous Billing Cycles.

**a. Revolving Parts.** The payment due for the revolving parts will be the greatest of (A) \$35.00; or (B) 3% of the sum of the balances on the revolving parts (excluding any balance on a no payments for 6 months (or 9 months or 12 months, as applicable) purchase prior to its Expiration Date, and excluding any balance subject to an Extended Grace Period), on the last day of the Billing Cycle; or (C) 1% of the sum of the balances on the revolving parts (excluding any balance on a no payments for 6 months (or 9 months or 12 months, as applicable) purchase prior to its Expiration Date, and excluding any balance subject to an Extended Grace Period), on the last day of the Billing Cycle plus any interest assessed on the Account in that billing cycle (excluding any accrued interest on a Deferred Interest Purchase that has been billed in that billing cycle), plus any Late Fees and Other Fees assessed on the Account in that billing cycle. The payment will be rounded down to the next whole dollar.

**b. Equal Payment Parts.** The Monthly Plan Payment due for each Equal Payment Purchase which has not reached its End Date and on which a balance is outstanding will be the equal payment amount I agree to when I make an Equal Payment Purchase. The Monthly Plan Payments for an Equal Payment Purchase will be calculated so that they are substantially equal over the term of the Equal Payment Purchase. In no event, however, will the Monthly Plan Payment due for any Equal Payment Purchase be greater than the outstanding balance due on that part of the Account. The Monthly Plan Payment due on the End Date may be more or less than the others, because it will be adjusted as necessary to pay the actual balance and accrued interest owing on the End Date.

**12. PAYMENT APPLICATION.** You will use each payment in the amount of the Minimum Payment Due or less, when I am not in default, first to pay billed Monthly Plan Payments on the Equal Payment Purchases (in any order you choose), then billed interest, then billed Fees, then the principal balance of the revolving parts (in any order you choose), and then any other amounts due. However, if I have a balance on a Deferred Interest Purchase, during the two Billing Cycles immediately preceding the Expiration Date, you may use the payment first to pay billed Monthly Plan Payments on any Equal Payment Purchases (in any order you choose) and then to pay the balance on any Deferred Interest Purchases, (in any order you choose).

**13. PREPAYMENT.** If I pay an amount greater than the Minimum Payment Due in any Billing Cycle, the amount in excess of the Minimum Payment Due is a "prepayment." A prepayment will not affect the way you calculate the amount of the next Minimum Payment, and I will nevertheless make the Minimum Payment the next Billing Cycle. **I MAY MAKE PREPAYMENTS IN ANY AMOUNT AND MAY PAY THE ENTIRE BALANCE OR ANY PART OF IT AT ANY TIME PROVIDED THAT I PAY AT LEAST THE MINIMUM PAYMENT DUE IN EACH BILLING CYCLE WHEN IT IS DUE.** If I make a prepayment, you will use the prepayment to pay the balances starting with the balance with the highest interest rate (in any order you choose), then the balances with the next highest interest rate (in any order you choose), and so forth. However, if I have a balance on a Deferred Interest Purchase, and I make a prepayment during the two Billing Cycles immediately preceding the Expiration Date, you will use the prepayment first to pay the balance on the Deferred Interest Purchase, starting with the balance subject to the highest interest rate.

#### **14. BILLING STATEMENTS AND CREDIT BALANCES.**

**a.** You will provide me with a billing statement for each Billing Cycle in which:

(i) You impose interest to this Account; or

(ii) The New Balance is more than \$1.00 (whether a credit or debit balance).

(iii) I understand that you may provide me with electronic billing statements only and that I can elect to receive paper statements by logging in to [newegg.mypreferreddaccount.com](http://newegg.mypreferreddaccount.com).

(iv) I agree to notify you in writing of any errors in the billing statement within 60 days from the date it is provided. I agree to examine the billing statement and to notify you in writing, immediately, of any purchases which were not made or authorized by me. You need not provide a billing statement to me if you deem this Account uncollectible or if delinquency collection proceedings have been started.

**b.** If the Account has a credit balance in excess of \$1.00, you will refund the credit balance to me as required by law. I authorize you to make the refund electronically or using an ACH, (i) if I made the payment which caused the credit balance electronically or using an ACH, or (ii) if I typically make payments on this Account electronically or using an ACH.

**15. DEFAULT.** I will be in default if any of the following happen:

**a.** If I fail to pay any Minimum Payment Due on or before the Payment Due Date.

**b.** If I fail to keep any promise or perform any duty in this Agreement, or in any other loan or agreement with you. If default occurs, you will have no duty to make loans or advances from this Account and this Account will be Terminated. This may happen without any prior notice to me. If you choose, at your sole option, to make new loans from this Account after default, I agree that you may charge those loans to this Account. In addition, if a default occurs, all amounts which I owe under this Agreement shall be due and payable immediately, at your option (subject to any applicable law to the contrary). The other provisions of this Agreement will continue to apply to this Account. If you get a judgment after default and/or if I am a debtor in an action filed by or against me under the Bankruptcy Code, unless prohibited by applicable law, the rates of interest applicable to this Account will continue to apply to the balances on this Account. A default under this Agreement may be deemed by us to be a default under any other account or loan which I have with you.

#### **16. TERMINATION OF THE ACCOUNT.**

**a.** In addition to Termination by default, you may Terminate this Agreement at any time and for any reason subject to the requirements of applicable law. For example, you may terminate because the business relationship with the Merchant may end.

**b.** I can terminate my Account by sending written notice to the address on the billing statement.

**c.** If there is no debit or credit on this Account for twelve (12) consecutive months, you may terminate this Account without notice to me.

**d.** After Termination, I will not be able to make new purchases on this Account. Termination under this paragraph will not affect any purchase which complies with this Agreement and which was made before the date of the Termination notice. If you choose, at your sole option, to allow purchases after you have Terminated this Account (whether or not I have given you notice Terminating this Account), I agree that you may charge those purchases to this Account. After Termination under this paragraph, balances will continue to accrue interest until paid in full and I agree to pay the balance on this Account, the interest and all other amounts due in accordance with the terms of this Agreement. All other provisions of this Agreement will continue to apply.

**17. YOUR LIABILITY.** You have no responsibility for the failure of the Merchant to accept payment using this Account. Your liability, if liability is provided under applicable law, for a wrongful failure to make a loan on this Account is limited to my actual damages. Failure to make a loan for any reason as provided under the terms of this Agreement will not be wrongful.

**18. AMENDMENT OF THIS AGREEMENT.** You may amend this Agreement from time to time, in any respect by giving me written notice where required by law. An amendment may change something in this Agreement (for example, the rate of interest on any or all the parts), add something new or take something out. Such amendments will apply to outstanding balances and new loans, (i) an increase in the APR will apply to new loans made more than 14 days after written notice is mailed, (ii) except as otherwise indicated in the written notice or (iii) as otherwise provided by applicable law. This Agreement, except when amended in accordance with this Agreement, is the final expression of the Agreement between us and may not be contradicted by evidence of any alleged oral agreement.

**19. REMEDIES CUMULATIVE.** Your remedies under this Agreement shall be cumulative and not alternative.

**20. DELAY IN ENFORCEMENT.** You can delay enforcing any of your rights under this Agreement without losing them. Any waiver by you of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

**21. BOOK ENTRY SYSTEM.** I hereby appoint Bill Me Later, Inc. as my agent in maintaining, and Bill Me Later, Inc. agrees to maintain, a book entry system that

records the identity of the owner of each Purchase on the Account. The right to the principal of, and stated interest on, each Purchase on the Account may only be transferred through the book entry system maintained by Bill Me Later, Inc. This section does not affect any of Borrower's obligations under this Agreement. This section does not limit or waive any of Borrower's rights, including but not limited to Borrower's Billing Rights.

**22. ASSIGNMENT.** I may not assign or otherwise transfer my rights and privileges under this Agreement, or delegate my obligations to repay amounts I owe to you. Any attempt to assign or delegate will be void and of no effect. You may assign any and all of your rights under this Agreement at any time without my consent. Any person, company or bank to which you assign this Agreement shall be entitled to all of your rights under this Agreement. None of my rights or obligations shall be affected by such assignment.

**23. REPLACEMENT OF PRIOR AGREEMENTS.** This Agreement replaces all earlier Agreements and governs all balances on this Account, including balances carried over to this Account from any prior Account, just as if it had been in effect before the first advance from this Account.

**24. COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL COMMUNICATIONS BY ME TO YOU CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE ACCOUNT, WILL BE SENT TO: Ross-Simons Preferred Account, P.O. Box 5018, Timonium, MD 21094.**

**25. CREDIT INVESTIGATION AND REPORTING.** I agree that you have the right to obtain a credit report in connection with your review of my application and periodically, during the term of this Account, as you deem reasonably necessary to maintain and collect this Account. I also agree that you have the right to make any credit, employment and investigative inquiries you deem appropriate related to this Account and the collection of amounts owed on this Account. I authorize you to answer any questions about your experience with me related to this Account and to report that experience to credit reporting agencies.

**26. NOTICES AND CUSTOMER SERVICE, COMMUNICATIONS BETWEEN US; CONSENT TO ELECTRONIC COMMUNICATIONS AND MONITORING AND RECORDING.** I may send written notices, correspondence, inquiries and questions concerning my Account to you at Ross-Simons Preferred Account, P.O. Box 2394, Omaha, NE 68103-2394. I may also call your customer service department at 1-888-609-0794. You may use any means of communication to contact me for any lawful purpose (including debt collection). Such means of communication may include, but are not limited to, postal mail, telephone, e-mail, text message or other technology, even if I am charged for the contact. I am responsible for any charges for contacting me that may be billed to me by my communications carrier. You may contact me at any address (including any e-mail or text message address) or telephone number (including any cellular telephone number or landline number that is later ported to a cellular telephone) that I give you or from which I call you. You may monitor tape or electronically record my telephone calls with you, including any calls with your customer service department, collection department and any other department. You may contact me using an automatic dialing and announcing device that may play recorded messages. I understand and agree that by providing you with a cellular telephone number, I consent to receive calls at that number by an automatic dialing and announcing device or recorded messages. No contact from you will be deemed unsolicited. I may contact your customer service department to ask that you not contact me by using any one or more particular methods or technologies.

#### **27. GOVERNING LAW, CONSTRUCTION AND DISPUTES.**

**a. Governing Law and Construction.** This Agreement has been accepted by you in the state of Utah, and all loans will be extended by you in the state of Utah. Regardless of the state of my residence or the place where the Merchant is located, I agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by federal law and construed in accordance with federal law and, as made applicable by federal law, the law of the state of Utah. Other terms and provisions shall be governed by and construed in accordance with the law of the state of Utah, without regard to principals of conflicts of law, except to the extent preempted, superseded, or supplemented by federal law.

**b. Forum for Disputes.** Except as otherwise agreed by the parties, I agree that any claim or dispute I may have against you must be resolved by a court located in Utah. I agree to submit to the personal jurisdiction of the courts located within Utah for the purpose of litigating all such claims or disputes.

**c. Improperly Filed Litigation.** All claims I may bring against you must be resolved in accordance with section 27 of this Agreement. All claims filed or brought contrary to section 27 shall be considered improperly filed and a breach of this Agreement. Should I file a claim contrary to section 27, you may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that you have notified me in writing of the improperly filed claim, and I have failed to promptly withdraw the claim.

**28. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

#### **29. BORROWER'S BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.**

This notice is required by federal law. In this notice, "you" and "your" mean the Borrower. "We" and "our" mean the Lender. 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:

Ross-Simons Preferred Account, P.O. Box 5018, Timonium, MD 21094.

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 or email 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**

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:

Ross-Simons Preferred Account, P.O. Box 5018, Timonium, MD 21094.

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.

<b>Pricing Addendum to the Ross-Simons Preferred Account Terms and Conditions</b>							
<b>Annual Percentage Rate (APR) for Standard and Promotional Purchases</b>	<b>25.99%*</b>						
<b>Paying Interest</b>	My due date is at least 25 days after the close of each billing cycle. You will not charge any interest on Standard or Promotional Purchases (excluding Promotional Purchases subject to a Deferred Interest option) if I pay the entire balance by the due date each month. You will begin charging interest on purchases subject to an Extended Grace Period on the last day of the billing cycle in which the expiration date occurs, which will be at least 58 days after the transaction date. You will charge interest on a Deferred Interest Purchase from its transaction date, unless I pay the Deferred Interest balance in full by its expiration date, which will be at least 6 months after the transaction date. You will begin charging interest on Financed Equal Payment Purchases on the transaction date.						
<b>Minimum Interest Charge</b>	If I am charged interest, the charge will be no less than \$2.00.						
<b>Late Payment Fee</b>	<table border="0"> <tr> <td>If the minimum payment due is:</td> <td>The late fee is:</td> </tr> <tr> <td>\$25 or less</td> <td><b>Up to \$5.00</b></td> </tr> <tr> <td>Over \$25</td> <td><b>Up to \$35.00</b></td> </tr> </table>	If the minimum payment due is:	The late fee is:	\$25 or less	<b>Up to \$5.00</b>	Over \$25	<b>Up to \$35.00</b>
If the minimum payment due is:	The late fee is:						
\$25 or less	<b>Up to \$5.00</b>						
Over \$25	<b>Up to \$35.00</b>						
<b>Return Check Fee</b>	<b>Up to \$35.00</b>						
<b>Balance</b>	You will calculate my balance using the Average Daily Balance method. You will compute the						

<b>Computation Method</b>	interest for each part on the "Average Daily Balance" (including new Purchases) for that part during the Billing Cycle. To get the Average Daily Balance for each part, you will take the beginning balance for each part each day and add any new Purchases and adjustments posted that day, including billed interest and billed Fees; then subtract any balances subject to an Extended Grace Period, any payments and any credits. This gives you the "Daily Balance." Then, you add up all the Daily Balances for the Billing Cycle for that part and divide the total by the number of days in the Billing Cycle. The result is the Average Daily Balance for that part. You will treat any Average Daily Balance which is a credit balance as zero.
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\* From time to time Lender may offer Standard Purchases or Promotional Purchases with a lower rate that may apply for a limited time.