



Preferred
Customer
 Application &
 Agreement



**CREDIT APPLICATION** Please print clearly.

Applicant's Name (First, Middle, Last)
Co-Applicant's Name (First, Middle, Last) (Provide if you are applying for joint credit.)

If this application is approved, you agree to all of the terms and conditions of the attached Revolving Credit Agreement and Disclosure Statement, which are incorporated herein by reference. See the Notices to Applicant and Co-Applicant at the bottom of the next panel for additional information about the agreement and this application.

BUYER'S RIGHT TO CANCEL: IF THIS BOX IS CHECKED, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE SEPARATE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

<input checked="" type="checkbox"/> Signature of Applicant	Date
<input checked="" type="checkbox"/> Signature of Co-Applicant	Date

STORE USE ONLY

Merchant	Store # or Location	Salesperson #
Estimated Purchase Amount	\$	
Account #	Approved Credit Limit \$	
Applicant's Government Issued Photo I.D. Type & Number	Issuing State or Other Issuing Authority	Exp. Date
Applicant's 2nd I.D. Type or Issuer (Do not list number)	Exp. Date	
Co-Applicant's Government Issued Photo I.D. Type & Number	Issuing State or Other Issuing Authority	Exp. Date
Co-Applicant's 2nd I.D. Type or Issuer (Do not list number)	Exp. Date	

Information About Applicant Please print clearly. Complete all required blocks and sign the application. If you are a homeowner and applying for a credit limit of \$5,000 or less, complete only the applicable shaded blocks and sign the application.

Street Address (No P.O. Boxes)		
City	State	Zip Code
Social Security #	Date of Birth	
Applicant <input type="checkbox"/> Rents <input type="checkbox"/> Owns	Rent or Mortgage Payment	If Applicant owns or is buying: Home Value: \$ Mortgage Balance: \$
Time at Address	Home Phone	
Yrs	Mos	()
Mailing Address (If different from Street Address)		
City	State	Zip Code
Employer	How Long	Salary
	Yrs Mos	\$ Per
Position	Work Phone	
	()	
Annual Household Income: Income from alimony, child support, or separate maintenance payments need not be disclosed if you do not wish too have it considered as a basis for repaying this obligation.		
\$	Per	Source
Other Income: Income from alimony, child support, or separate maintenance payments need not be disclosed if you do not wish too have it considered as a basis for repaying this obligation.		
\$	Per	Source
E-mail Address: If you provide an e-mail address, Citicorp Trust Bank, fsb, may use it to contact you about your account. It may also use your e-mail address to send you information about products and services you might find useful.		

Information About Co-Applicant Please print clearly.

Street Address (Check if same as Applicant <input type="checkbox"/> (No P.O. Boxes)		
City	State	Zip Code
Social Security #	Date of Birth	Home Phone
- -	/ /	()
Mailing Address (If different from Street Address)		
City	State	Zip Code
Co-Applicant's Employer	How Long	Salary
	Yrs Mos	\$ Per
Position	Work Phone	
	()	

Notices to Applicant and Co-Applicant: 1. This application will be submitted to Citicorp Trust Bank, fsb, a federal savings bank (the "Bank"), whose mailing address is PO Box 22060, Tempe, AZ 85285-2060. 2. You authorize the Bank to gather information about you (including obtaining your consumer report from consumer reporting agencies and gathering information from employers, your banks and other sources) in evaluating this application, and if this application is approved, thereafter for purposes of updates, renewals, extensions of credit, reviews and collection of your Account. If you ask the Bank, the Bank will tell you whether or not the Bank requested a consumer report for you and the names and addresses of any consumer reporting agencies that provided it such reports. 3. If this application is not approved, you authorize the Bank and the merchant to furnish all of your application information to other possible financing sources for credit programs such other sources may offer, and you authorize such other sources to gather information about you (including obtaining your consumer report from consumer reporting agencies) in evaluating you for credit. 4. Do not sign this application before you read the attached Revolving Credit Agreement and Disclosure Statement (the "Agreement"). You acknowledge receipt of the Agreement before making any purchases under the Agreement. 5. Paragraph 22 of the Agreement provides that you grant the Bank a security interest in goods for certain purchases made with your Account. **6. Paragraph 27 of the Agreement contains provisions requiring arbitration of various claims and controversies.** 7. Any married person may apply for a separate account. 8. If this application is signed by the Applicant and Co-Applicant, you acknowledge that you are applying to the Bank for joint credit and that if this application is approved, each of you will be liable under the Agreement for all credit extended under the Agreement to either or both of you.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT CITICORP TRUST BANK, FSB

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person that opens an account. What this means for you: when you open an account, we will ask for your name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires us to obtain. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

Annual Percentage Rate (APR) for purchases	24.99%
Other APRs	Default Rate APR: 29.99%. See explanation below*
Grace period for repayment of balances for purchases	None
Method of computing the balance for purchases	Average Daily Balance (including new purchases)
Minimum finance charge	\$2.00
Annual fees	None
Late payment fee:	\$15 if Account balance is \$99.99 or less; \$29 if Account balance is \$100.00 to \$249.99; and \$39 if Account balance is \$250.00 or more
Returned payment fee:	\$39

*We can charge you the Default Rate if you do not make the Minimum Payment Due by the Payment Due Date shown on your billing statement or make a payment to us that is not honored.

REVOLVING CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This is your Agreement with Citicorp Trust Bank, fsb, a federal savings bank located in Delaware. Please read this Agreement and keep it for your records.

- 1. General.** Each person signing or telephonically submitting the application for an account ("Account") applies for a revolving credit account with Citicorp Trust Bank, fsb, a federal savings bank located in Delaware (the "Bank"), and applies for a credit card for the Account. The word "Card" means any credit card(s) for your Account issued by us to you or an authorized user of your Account. In this Agreement, the words "you" and "your" refer to each person named in the application as an applicant or co-applicant, and the words "we", "us" and "our" refer to the Bank and its successors and assigns.
- 2. Acceptance of Agreement and Use of Account or Card.** If you sign and submit the application, telephonically submit the application or use or authorize others to use your Account or the Card, you agree to be bound by this Agreement. We are not bound by this Agreement unless we approve the application. If we approve the application, your Account and the Card may be used only for personal, family or household purposes.
- 3. Promise to Pay.** You agree to pay us for all purchases and advances made on your Account, applicable Finance Charges and all other charges and fees under this Agreement, including, late payment fees, returned payment fees, credit insurance premiums, and debt cancellation fees, if any, incurred by you or anyone authorized to use your Account or the Card, plus collection

costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. If your Account is a joint account, you and your joint accountholder each agree to pay, and are jointly and individually responsible for, all amounts owed on your Account (including for purchases or advances made or authorized by either of you); this means either of you may use the Account and that we may collect all amounts owed on your Account from either of you or from all of you. When you use your Account or the Card or authorize others to use your Account or the Card, you represent that you have the ability and intention to pay us all amounts owed under this Agreement. Payments shall be made in U.S. Dollars.

- 4. Billing Statement.** Your billing statement will show the new balance any Finance Charges, fees, the Minimum Payment Due and the Payment Due Date. It will also show your current credit limit; an itemized list of current charges, debits, payments and credits; and other important information. At our sole discretion, we may stop sending you billing statements if we deem your Account uncollectible, if delinquency collection proceedings have been instituted or if otherwise permitted by applicable law. However, at our sole discretion, Finance Charges and fees will continue to accrue whether or not we send you billing statements.
- 5. Credit Plans.** As used in this Agreement, "Credit Plan" includes the Regular Revolving credit plan, any special credit plan established under this Agreement (described in more detail below), and any other open-end credit plan established under this Agreement. We may offer one or more Credit Plans from time to time. Your sales slip or other documentation provided by the merchant will show the Credit Plan for each purchase from the merchant charged to your Account, and in the case of a special Credit Plan, the length or expiration date of the special Credit Plan. A Credit Plan begins (and advances under the Credit Plan will be added to your Account balance) on the date you or anyone authorized to use your Account or the Card request a charge under the Credit Plan, even if delivery has not been made or services have not been performed. At our sole discretion, we may select a later date as the date the Credit Plan begins. If we select a later date, the Credit Plan will begin (and advances under the Credit Plan will be added to your Account balance) on the date we select. We will identify the date a Credit Plan begins on your billing statement. We will identify the expiration date of a special Credit Plan on your billing statement until it is paid in full. As used in this Agreement, "promotional period" means the period beginning on the date a special Credit Plan begins and ending on that special Credit Plan's expiration date. A special Credit Plan's expiration date is the same date as the expiration date of that special Credit Plan's promotional period.

Under the Regular Revolving Credit Plan, Finance Charges will accrue on the purchase from the date the Credit Plan begins, and minimum payments are due each billing cycle. If the sales slip honoring your Account or the Card does not specify that the purchase is subject to a special Credit Plan, then the purchase is subject to the Regular Revolving Credit Plan.

The following special Credit Plans (and others for which you may be provided additional disclosures) may be offered by us from time to time individually or in combination with others, only as specified on the sales slips honoring your Account or the Card: No Pay (Delayed Payment) - No minimum payment will be due on the purchase during the promotional period. Finance Charges will accrue on the purchase from the beginning of the promotional period. No Interest (Waived Finance Charges) - No Finance Charges will accrue on the purchase during the promotional period. Minimum payments will be due each billing cycle. No Interest/No Payment (Waived Finance Charges/Delayed Payment) - No Finance Charges will accrue on the purchase during the promotional period, and no minimum payments will be due on the purchase during the promotional period. Same As Cash - Finance Charges will accrue on the purchase from the beginning of the promotional period, and

minimum payments will be due each billing cycle. However, if you pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be waived and no Finance Charges will be assessed on the purchase. If you do not pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be assessed to your Account. No Pay/Same As Cash (Delayed Payment/Same as Cash) - Finance Charges will accrue on the purchase from the beginning of the promotional period, but no minimum payments will be due during the promotional period. However, if you pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be waived and no Finance Charges will be assessed on the purchase. If you do not pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be assessed to your Account. Free Financing (Waived Finance Charges/Payment Required) - Finance Charges will not accrue on the purchase during the promotional period if the required minimum payment is made each billing cycle during the promotional period when due. Reduced Rate - A reduced rate Finance Charge will accrue on the purchase during the promotional period from the beginning of the promotional period. Minimum payments will be due each billing cycle. Introductory Plan - Finance Charges will accrue on the purchase from the beginning of the promotional period. The same minimum payment will be due for a certain number of billing cycles, after which the standard minimum payment will be due each billing cycle.

Except as expressly provided otherwise in this Agreement, beginning the day after the expiration date of the promotional period of a special Credit Plan and until that special Credit Plan is paid in full, that special Credit Plan shall be subject to the terms of the Regular Revolving Credit Plan. However, an expired special Credit Plan that is not paid in full will continue to be considered a separate Credit Plan apart from other Credit Plans and will be shown as such on your billing statement. **Please note that the expiration date of the promotional period of a special Credit Plan is not necessarily the same date as a Payment Due Date for your Account.**

Subject to this Agreement, the credit terms in a sales slip or other document apply only to the purchase listed on the sales slip or other document they relate to. We may cancel the availability of any of the Credit Plans at any time at our sole discretion. We are not bound by any credit terms in a sales slip or other document that are not actually authorized by us.

6. Minimum Payment Due; Payments. You must pay at least the Minimum Payment Due by the Payment Due Date each billing cycle. You may at any time pay more than the Minimum Payment Due. If you do, you may pay less in Finance Charges.

The Minimum Payment Due shall be the total of (1) the minimum payment required for each Credit Plan as described below (including any late payment fee or returned payment fee imposed that billing cycle), plus (2) any amount past due.

However, the Minimum Payment Due shall be at least **\$10** plus any amount past due unless the sum of the following is less than **\$10** as of the close of the billing cycle: the balances of all Credit Plans (including fee balances) that require minimum payments (except for the balance of any Free Financing special Credit Plan), plus any minimum payment for any Free Financing special Credit Plan that does not expire or otherwise terminate during the billing cycle. In that case, the Minimum Payment Due shall be that sum less than **\$10** plus any amount past due.

Each purchase or advance is considered a separate Credit Plan except that each purchase or advance made under the Regular Revolving Credit Plan that is subject to the same annual percentage rate is considered the same Credit Plan.

We determine the minimum payment for each Credit Plan that requires minimum payments, except for the Introductory Plan special Credit Plan during its promotional period, the Free Financing special Credit Plan, and the late payment fee and returned payment fee Credit Plan, by adding together the amounts described in the following clauses (a) and (b):

(a) 1.0% of the balance of the Credit Plan at the close of the billing cycle after we subtract the following from the balance. We subtract (1) the Finance Charges added to the balance of the Credit Plan that billing cycle, except for such Finance Charges that accrued and were deferred during the promotional period of a special Credit Plan that expired or otherwise terminated during that billing cycle, and (2) any debt cancellation fee or credit insurance premium added to the balance of the Credit Plan that billing cycle.

(b) The Finance Charges added to the balance of that Credit Plan that billing cycle, except for such Finance Charges that accrued and were deferred during the promotional period of a special Credit Plan.

The minimum payment for the Free Financing special Credit Plan is determined by dividing the balance of the special Credit Plan on the last day of the billing cycle in which the purchase is made (excluding any debt cancellation fee or credit insurance premium added to the balance of the Credit Plan that billing cycle) by the number of months of the promotional period.

The minimum payment for the Introductory Plan special Credit Plan during its promotional period will be as stated in the sales slip or other documentation provided to you for that plan. However, if we are charging you the Default Rate according to Paragraph 14, the minimum payment for the Introductory Plan special Credit Plan is determined by adding together the amounts described in clauses (a) and (b) above.

The minimum payment for the late payment fee and returned payment fee Credit Plan is (1) the full amount of any late payment fee or returned payment fee imposed that billing cycle, plus (2) an amount determined by applying clauses (a) and (b) above to the remaining balance of the Credit Plan and adding together the resulting amounts. (That remaining balance includes any unpaid late payment fee and returned payment fee imposed during a prior billing cycle and associated Finance Charges, but does not include any late payment fee or returned payment fee imposed that billing cycle.)

For the Free Financing and Introductory Plan special Credit Plans, if you do not pay in full the balance of the Credit Plan by the expiration date of the promotional period or the Credit Plan otherwise terminates before you pay its balance in full, a new minimum payment for the Credit Plan will apply. We will determine that new minimum payment by adding together the amounts described in clauses (a) and (b) above.

In calculating the Minimum Payment Due, the minimum payment for each Credit Plan is rounded up to the next higher dollar, unless that amount is greater than the outstanding balance on that plan. If it is, the plan minimum payment is the plan balance.

Payments are to be made at our address for payments shown on your billing statement. We can return to you any check or other payment instrument we receive for payment on your Account that is: (a) not drawn on U.S. Dollars on funds on deposit in the U.S., (b) missing a signature, (c) drawn with different numeric and written amounts, (d) postdated, (e) drawn on a credit account issued by us or any of our affiliates or (f) not paid on presentment.

We can, without losing any of our rights under this Agreement or otherwise, accept any check or other payment instrument marked with or accompanied by a document with words of condition, limitation, waiver, compromise or the like such as but not limited to "payment in full" or "without recourse." You agree that we can also return any such

check or other payment instrument to you. We can, without losing any of our rights under this Agreement or otherwise, also accept a late payment and a partial payment.

7. Application of Payments. Subject to applicable law: (a) we will allocate payments and credits to your Account at our sole discretion; and (b) we may in our sole discretion change at any time, and from time to time, the manner we allocate such payments and credits to your Account. Each such payment will be applied as of the date we receive it. Depending on how you use your Account, such as when you make payments and purchases, the amounts of your payments and purchases and the types of Credit Plans you use, the particular payment allocation method we use may result in higher amounts of Finance Charges on your Account. If you have any questions about our allocation of payments or if you prefer that we use a different payment allocation method we offer for a particular payment, please call us at 1-800-643-5607.

8. Finance Charges. Except to the extent, if any, another daily periodic rate is then expressly applicable under the terms of this Agreement, the applicable daily periodic rate is **0.068465%** (corresponding **24.99% ANNUAL PERCENTAGE RATE**) (the "Standard Rate"). Unless the Default Rate (as defined below in this Paragraph) is applicable, the Standard Rate will apply to all fees and other charges.

We may also offer one or more Reduced Rate special Credit Plans with introductory daily periodic rates as follows or as otherwise specified on the sales slip honoring your Account or the Card: **0.013671%** (corresponding **4.99% ANNUAL PERCENTAGE RATE**); **0.027370%** (corresponding **9.99% ANNUAL PERCENTAGE RATE**); **0.032849%** (corresponding **11.99% ANNUAL PERCENTAGE RATE**); or **0.041068%** (corresponding **14.99% ANNUAL PERCENTAGE RATE**). These reduced rates will apply only as specified on the sales slips honoring your Account or the Card, they will apply only to the balance of the Reduced Rate special Credit Plan, and they will apply only during the promotional period of that special Credit Plan, after which the Standard Rate or Default Rate will apply. These reduced rates will not apply to fees or other charges, except that during the promotional period of a Reduced Rate special Credit Plan, the applicable reduced rate will apply to a credit insurance premium or debt cancellation fee that in either case results from a balance on that special Credit Plan.

If we charge you a higher rate pursuant to Paragraph 14 because you do not make any Minimum Payment Due by the Payment Due Date shown on your billing statement or make a payment to us that is not honored, the applicable daily periodic rate is up to **0.082164%** (corresponding **ANNUAL PERCENTAGE RATE** of up to **29.99%**) (the "Default Rate"). We set your Default Rate by reviewing the seriousness of your default with us, your credit history, or both.

We will calculate the Finance Charge on your Account by multiplying the applicable daily periodic rate by the applicable portion of the balance of your Account each day during the billing cycle. Subject to the terms of any applicable special Credit Plan that defers the assessment of Finance Charges, the Finance Charge for the billing cycle will be the sum of these daily amounts. Finance Charges are calculated separately on each Credit Plan, and each Credit Plan may be subject to a different periodic rate. Except for special Credit Plans that expressly defer the accrual of Finance Charges, Finance Charges for a Credit Plan begin to accrue on the date the Credit Plan begins, even if delivery has not been made or services have not been performed, and Finance Charges will continue to accrue until the balance of the Credit Plan is paid in full. Any fee or other charge will be added to your Account on the date imposed and will begin to accrue Finance Charges immediately, except that credit insurance premiums or debt cancellation fees added during the promotional period to the balance of a special Credit Plan that defers the accrual of Finance Charges will not begin to accrue Finance Charges

until the day after the expiration date of that promotional period. All accrued Finance Charges are assessed to your Account except that accrued Finance Charges from a Same As Cash or No Pay/Same As Cash special Credit Plan are assessed only if you do not pay that special Credit Plan in full by the expiration date of the promotional period of that special Credit Plan, in which case those accrued Finance Charges are assessed to your Account on the close of the billing cycle which includes that expiration date.

To get the daily balance of a Credit Plan, we take the beginning balance of that Credit Plan that day, add any new amounts charged to that Credit Plan as of that day, even if delivery has not been made or services have not been performed, add any credit insurance premium or debt cancellation fee posted to your Account as of that day that results from a balance on that Credit Plan, and subtract any payments or credits applied to that Credit Plan as of that day. On the close of each billing cycle, we also add to the balance of a Credit Plan all of the Finance Charges that accrued on that Credit Plan that billing cycle that remain unpaid as of that day.

We will maintain a separate daily balance for fees and other charges (other than a credit insurance premium or debt cancellation fee that in either case results from a balance on a Credit Plan) that accrue to your Account each day, add any portion of a credit insurance premium or debt cancellation fee that in either case results from that daily balance and subtract any payments or credits applied to that daily balance that day. On the close of each billing cycle, we also add to the balance of these fees and charges all of the Finance Charges that accrued on them that billing cycle that remain unpaid as of that day.

Because the daily balance can include unpaid Finance Charges, you must pay interest on interest, also known as compound interest, if you maintain a balance on your Account on which Finance Charges are assessed. We will charge you a minimum **FINANCE CHARGE** of **\$2.00** for each billing cycle for which a **FINANCE CHARGE** is due. We allocate at our sole discretion the minimum **FINANCE CHARGE** among the Credit Plans. Any balance we owe you is treated as a balance of zero.

- 9. Credit Insurance and Debt Cancellation.** If you elect any credit insurance or debt cancellation in connection with your Account, you authorize us to charge the credit insurance premium or debt cancellation fee to your Account on a monthly basis. You understand the amount of the credit insurance premium or debt cancellation fee is based on the balance of your Account outstanding at the end of each billing cycle.
- 10. Credit Limit.** You agree not to let your Account balance, including Finance Charges and all other amounts, exceed the credit limit established for you by us from time to time and shown on your billing statement or other documents we send you. We do not have to honor any use of your Card or your Account which would cause you to exceed your credit limit, but if we do, you agree to pay the amount by which your credit limit is exceeded immediately. At our sole discretion and at any time, we may change your credit limit.
- 11. Late Payment Fee.** For each billing cycle in which we do not receive payments or credits on your Account (or a combination of the same) at least equal to the Minimum Payment Due on or before the Payment Due Date shown on your billing statement, you agree to pay us a late payment fee. This late payment fee will be **\$15** if your Account balance on your Payment Due Date is \$99.99 or less, **\$29** if your Account balance on your Payment Due Date is \$100.00 to \$249.99, and **\$39** if your Account balance on your Payment Due Date is \$250.00 or more.
- 12. Returned Payment Fee and Phone Payment Fee.** If any check, other instrument, debit or other payment order (including an electronic payment) for payment on your Account is dishonored or returned

unpaid for any reason, you agree to pay us a returned payment fee of **\$39**. Each time you request over the phone that we transfer or draw funds from any account to make a payment on your Account, you agree to pay us a fee in the amount disclosed to you at the time of your phone request. At our sole discretion, we may decline to permit payment initiated by requests over the phone or otherwise by electronic means.

13. Change of Terms. To the fullest extent permitted by applicable law, we may, at any time, and from time to time, amend this Agreement in any respect. Without limiting the foregoing, such amendment may change terms by the addition of new terms or by the deletion or modification of then-existing terms, whether relating to benefits or features of your Account or this Agreement, fees, the rate or rates of periodic interest, the manner of calculating periodic interest or outstanding unpaid indebtedness, the manner for amending the terms of this Agreement, arbitration or other alternative dispute resolution mechanisms, and/or other matters of any kind whatsoever. Any amendment may, on and after its effective date, apply to all then outstanding unpaid indebtedness in your Account, including any such indebtedness that arose prior to the effective date of the amendment. Any amendment that does not increase the rate or rates of periodic interest charged may become effective as determined by us. However, if any amendment will cause the rate or rates of periodic interest to increase, we will mail to you at the address shown in our records, at least 15 days before the effective date of such amendment, written notice of the amendment and the effective date. Any amendment that increases the rate or rates of periodic interest charged by us will become effective if you do not, within 15 days of our mailing notice of such amendment, furnish written notice to us that you do not agree to accept such amendment. Unless we notify you otherwise, use of your Account or the Card on or after the effective date of such amendment shall be deemed acceptance by you of such amendment even if you sent us notice that you did not accept the amendment. Notwithstanding the above provisions of this Paragraph 13, no notice required by this Paragraph 13 of an amendment shall be required and any amendment may become effective as of any mutually agreed date, with respect to any amendment that is agreed upon between you and us. If your Account is a joint account, any such amendment that is agreed to by one accountholder shall bind both accountholders. References in this Agreement to "this Agreement" or the like mean this Revolving Credit Agreement and Disclosure Statement as amended from time to time.

14. Default. You will be in default under this Agreement upon any one or more of the following occurring (and in the case of a joint Account, occurring with respect to either accountholder): (a) your failure to make at least the Minimum Payment Due when due, (b) your violation of any other provision of this Agreement, (c) your death, (d) your becoming the subject of bankruptcy or insolvency proceedings, (e) your becoming the subject of attachment or garnishment proceedings, (f) your supplying us with misleading, false, incomplete or incorrect information or (g) our receipt of information that you are unable or unwilling to perform the terms or conditions of this Agreement. Upon default, we may: (a) terminate your credit privileges under this Agreement, (b) accrue Finance Charges on a special Credit Plan that would not otherwise accrue Finance Charges (at our discretion, we may defer these Finance Charges), (c) terminate the promotional period of each special Credit Plan, (d) require you to pay immediately your entire Account balance, including all Credit Plan balances, all accrued but unpaid Finance Charges and all fees and other charges provided for in this Agreement, (e) cancel any credit insurance applicable to your Account and (f) bring an action or proceeding to collect all amounts owed. To the extent permitted by

applicable law, you agree to pay all costs and disbursements, including reasonable attorneys' fees, incurred by us to enforce this Agreement. You agree that should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by applicable law.

We can increase the rate at which Finance Charges are charged to your Account to the "Default Rate" set forth in Paragraph 8 if you do not make the Minimum Payment Due by the Payment Due Date shown on your billing statement or make a payment to us that is not honored. When we do, the Default Rate will take effect as of the first day of the billing cycle in which you do not make the Minimum Payment Due by the Payment Due Date shown on your billing statement or make a payment to us that is not honored. The Default Rate will apply to all balances under all Credit Plans, including the Regular Revolving Credit Plan, all special Credit Plans, and all accrued Finance Charges on those balances.

If after the time we charge you the Default Rate you do not make any payment to us that is not honored and (a) make at least the Minimum Payment Due for twelve (12) consecutive billing cycles or (b) bring your Account balance to zero as of the close of a billing cycle, we will decrease to the Standard Rate the rate at which daily periodic Finance Charges are charged to your Account. However, if you again fail to make the Minimum Payment Due by the Payment Due Date shown on your billing statement or make a payment to us that is not honored, we may again increase the rate at which we charge Finance Charges to the Default Rate.

All of our rights and remedies under this Agreement or otherwise are cumulative. For example, if we are permitted under this Agreement to require you to pay your entire Account balance immediately and if we are permitted to charge you the Default Rate as set forth above, we may require you to pay your entire Account balance immediately and charge you at the Default Rate until you have paid your entire Account balance.

15. Credit Authorizations. Some or all purchases will require, at our sole discretion, our prior authorization, and you may be required by the merchant to provide identification. If our authorization system is not working, we might not authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any merchant's refusal to honor your Account or the Card.

16. Change of Name, Address, or Employment. You agree to give us prompt notice of any change in your name, mailing address or place of employment. You agree that the Department of Motor Vehicles may release your residence address to us should it become necessary to locate you. We may request and accept address corrections for you from the U.S. Postal Service.

17. Updated Financial Information. Upon request, you agree to promptly give us accurate updated financial information about you.

18. Unauthorized Use. You will not be liable for the unauthorized use of your Account or the Card. However, unauthorized use does not include use by a person who was authorized to use your Account or the Card or use from which you receive a benefit, and you will be liable for all such use.

19. Procedures for Unauthorized Use or Lost or Stolen Card. You agree to notify us immediately if the Card is lost or stolen, or if you think someone may use or has used your Account or the Card without authorization from you. You may notify us either by calling us at 1-800-643-5607 or by writing us at Citi, PO Box 22066, Tempe, AZ 85285-2066. We may require you to provide certain information to us in writing to help us find out what happened, and we may require you to comply with such procedures as we may require in connection with our investigation. These procedures may include but are not necessarily limited to you filing one or more reports with the appropriate law enforcement authorities prior to our removal of alleged unauthorized charges made against your Account or with the Card.

20. Closing Your Account. We can close your Account at any time, and we can suspend your Account privileges at any time. You (and if your Account is a joint account, either accountholder) can close your Account at any time by notifying us. We are not obligated to send you notice that we have closed your Account unless we are required to do so by applicable law. If we close your Account or suspend your Account privileges or if you close your Account, we will not lose any of our rights or remedies under this Agreement or otherwise and you will not be relieved of any of your obligations or liabilities under this Agreement or otherwise. For example: (a) you will still be obligated for all amounts owed us according to the terms of this Agreement (including fees or other amounts incurred thereafter) and (b) Finance Charges will continue to accrue on your Account until your Account is paid in full.

21. Changing Account Number and Reissuing Card. We may change your Account number and/or reissue a different Card at any time.

22. Security. Except in CT, GA on purchases of clothing, softwares and other non-durable items, MD on goods where the amount of the original purchase price financed by us is under \$700, MO on goods where the amount of the original purchase price financed by us is less than \$150, NC, NY on any item of merchandise where the amount of the original purchase price financed by us is under \$200, PR, or as otherwise provided by applicable law, you grant us a purchase money security interest in the goods purchased with your Account or the Card until the unpaid purchase price for those goods is paid in full (in NY, not to exceed five years from the date the purchase is posted to your Account). Solely for the purpose of determining the extent of our purchase money security interest in the goods purchased with your Account or the Card, and subject to applicable law, payments will be allocated first to Finance Charges and then to pay off each purchase made with your Account or the Card in the order in which the purchase was made (if more than one item of goods was purchased on the same day, payments will be allocated to pay off the lowest priced item first). Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice if you do not pay on time. If we repossess any goods purchased with your Account or the Card, we may charge you our repossession costs including necessary repairs, storage fees, and costs of sale, when and as permitted by applicable law. We agree that no security interest is or will be retained or acquired under this Agreement in: (a) any property which is used or is expected to be used as your or any other consumer's dwelling (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle), (b) any other real property or (c) in any goods likely to be affixed to real property so as to become a part thereof. If there is a conflict between this Paragraph and any sales slip honoring your Account or the Card, this Paragraph shall control unless the sales slip expressly states that it is intended to control over this Paragraph in the event of such a conflict.

23. Information Sharing; Credit Investigation and Credit Reporting. Our Privacy Notice describes personal information about you we may collect, including your name, address, telephone number, and other information we receive from you, information about your Account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Notice. We have provided our Privacy Notice with this Agreement and provide it thereafter as required by applicable law.

We may investigate your credit, employment and income and verify your credit references. You authorize us to obtain consumer reports from consumer reporting agencies in considering your application for

your Account, and for the purposes of updates, renewals, extensions of credit, reviews and collection of your Account. If you ask us, we will tell you whether or not we requested a consumer report for you and the names and addresses of any consumer reporting agencies that provided us such reports.

We may report information concerning you and your Account, including your performance under this Agreement, to consumer reporting agencies. If you believe we have reported inaccurate credit information about you to a consumer reporting agency, write us at Citi, PO Box 22060, Tempe, AZ 85285-2060. Please specify the information you believe is inaccurate and tell us why you believe it is inaccurate.

24. Telephone Monitoring and Recording. You agree that we may monitor and record telephone calls between you and us to evaluate the quality of our service.

25. Miscellaneous. We will not lose any of our rights under this Agreement or otherwise if we delay taking action or fail to exercise our rights and remedies for any reason. To the extent permitted by applicable law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement. Without limiting the foregoing, we may charge the Default Rate and any fee or other charge we are entitled to charge under the terms of this Agreement even though we may have waived, are presently waiving or waive in the future our right to charge them. We may without your consent or notice to you, assign all or any portion of your Account and our rights and obligations under this Agreement. You may not assign your Account. If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable. Copies of your application, sales slips and other documents you sign in connection with your Account or the Card shall be admissible in evidence in any legal or arbitration proceeding without regard to any requirement that the original be produced.

If your Account is a joint account, we will ordinarily send billing statements, amendments to this Agreement and other documents and correspondence only in the name of and to the address of the applicant first named in the application. However, if your Account is a joint account: (a) we may, at our option, send billing statements, amendments to this Agreement and any other documents, correspondence, notices, communications and the like regarding this Agreement (including your Account) to either accountholder selected by us in our sole discretion; (b) each accountholder is an agent for and has the right and authority to bind the other in connection with this Agreement (including your Account); (c) we can rely on and follow the instructions, information and requests we receive from either accountholder even if they conflict with the instructions, information or requests we receive from another accountholder; and (d) any billing statements, amendments to this Agreement and any other documents, correspondence, notices, communications and the like regarding this Agreement (including your Account) sent by us to one accountholder shall serve as notice to all accountholders.

References in this Agreement to our sole discretion mean our sole and absolute discretion, and references in this Agreement to "including" mean including but not limited to the matter referred to. Time is of the essence of this Agreement.

If we have provided this Agreement or a translation of this Agreement in a language other than English, we may still provide all billing statements, amendments to this Agreement and any other documents, correspondence, notices, communications and the like regarding this Agreement (including your Account) in English without translation. If there is a conflict between the English version of this Agreement and any translation of this Agreement we have provided, the English version shall control.

26. **Applicable Law.** This Agreement and your Account are governed by federal law and applicable Delaware law, whether or not you live in Delaware and whether or not your Account is used in or outside Delaware.

27. **Arbitration.** Except as expressly set forth in this Paragraph, all claims, disputes or controversies between you and us or between you and the other persons and entities described below ("Claim" or "Claims"), directly or indirectly based upon, relating to, arising under, arising out of or in connection with your Account, this Agreement or the relationship between you and us or between you and the other persons and entities described below, and regardless of the legal theory involved, shall be resolved by binding arbitration. This includes (but is not limited to) any Claims relating to services that we or our affiliates offer in connection with your Account or this Agreement; Claims for any violation of any federal, state or local statute, rule, regulation or ordinance; Claims made under common law, whether in tort (whether or not intentional), contract or otherwise; Claims made under any other sources of law; or any Claims involving or against any of our debt cancellation plan administrators, affiliates, successors or assigns and our and their officers, employees or agents. The Claims subject to this arbitration provision include but are not limited to any Claims that arose or arise in the past, present or future, including Claims that arose before you opened your Account. Any questions about whether a Claim is subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act, not by any state arbitration statutes or rules. The arbitration shall be administered by JAMS under its rules and procedures then in effect (collectively, the "Rules") and this Paragraph. If there is any conflict between this Paragraph and the arbitration provisions in any other applicable agreement, or between this Agreement and the Rules, the arbitration provision in this Agreement shall control. You may obtain copies of the Rules and forms and instructions for initiating arbitration by contacting JAMS as follows: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 [Web site: www.jamsadr.com].

Unless the Rules require allocation more beneficial to you: (a) the party making demand upon JAMS for arbitration shall pay to JAMS the filing fee required by the Rules when the demand is made, except that if you are the party making such demand, we will pay the amount of the filing fee in excess of the lesser of \$125 or the amount of the fee that would be required for you to file a lawsuit in the county or parish of your residence; (b) we will pay the fees of the arbitrator; and (c) each party shall pay that party's own attorneys', experts' and witness' fees and expenses unless otherwise required by law or by other terms of this Agreement. Despite our agreement to pay filing fees and the arbitrator's fees as described above, you have the option to pay your share of the filing fees and the arbitrator's fees consistent with the Rules. If the arbitrator determines that a Claim was made in bad faith or lacks any justification, the arbitrator may, in accordance with the Rules: (a) award the party against whom such Claim was made the amount of the filing fees such party paid; and (b) require the party making such Claim to pay the amount of the arbitrator's fees or award the amount of the arbitrator's fees to the party against whom such Claim was made if the party against whom such Claim was made pays the arbitrator's fees.

Any arbitration hearing that you attend shall be held at a location chosen by the arbitrator that is in the county or parish of your residence, unless you and we agree to another location. The arbitrator shall not award damages, equitable relief or any other relief, for any person or entity who is not a party to the arbitration proceeding.

The arbitrator shall be restricted to resolving disputes between you, us, and the other parties covered by this arbitration provision. Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with the claims, disputes or controversies of other parties. The arbitrator's decision shall be final, binding and enforceable in any court having jurisdiction over the parties and the dispute; provided, however, that any party to the proceeding may appeal the arbitrator's award in accordance with the then applicable JAMS Optional Arbitration Appeal Procedure. A final award under the JAMS Optional Arbitration Appeal Procedure shall be subject to judicial review on the grounds stated in the Federal Arbitration Act.

Arbitration is not required to repossess or foreclose on collateral pledged to secure your Account. Also, neither you nor we are obligated to arbitrate: (a) any Claim brought in and subject to the jurisdiction of a small claims court, so long as such matter remains in such court and advances only an individual (that is, a non-class, non-representative) Claim; or (b) any Claim where all parties collectively (including multiple named parties) seek monetary relief in the aggregate of \$10,000 or less, including compensatory, statutory and punitive damages, restitution, disgorgement, costs and fees (including attorneys' fees). If you, we or any other party attempts to assert any Claim on behalf of a putative class of persons, the amount of the damages sought shall be deemed to exceed \$10,000. If any party fails to specify the amount being sought for any relief, or any form or component of relief, the amount being sought shall be deemed to exceed \$10,000 for purposes of the above exception.

This Paragraph 27 shall survive: (a) the bankruptcy of any party, (b) any transfer, sale or assignment of all, any part of or any rights under your Account, any sales slip or this Agreement, (c) any suspension of your Account privileges and (d) you or us closing your Account.

28. **Refinancing.** You understand that the overall cost of refinancing a purchase balance into a new loan account may be greater than the cost of keeping the existing purchase balance and obtaining a separate loan for any additional funds you wish to borrow.

Notice for California Residents. A negative report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice for New York Residents. You may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees, and grace periods by calling 1-800-518-8866.

Notice for Ohio Residents. The Ohio laws against discrimination require that all creditors make credit readily 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.

Notice for Married Wisconsin Residents. No provision of any marital agreement, unilateral statement under Wis. Statutes Section 766.59 or court decree under Wis. Statutes Section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the 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.

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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 bill. 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.

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Our Privacy Notice is on the next page.
There is no other text on this panel.

Our Privacy Notice

Our goal is to maintain your trust and confidence when handling personal information about you.

You Have Choices: As a Citicorp Trust Bank, fsb customer, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

Security of Personal Information: The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

About This Notice: This notice tells you how we collect, handle, and disclose personal information about you. If you want to limit our disclosing this information, please see the **Privacy Choices Form** at the end of this notice. If you are a joint accountholder, we will accept instructions from either of you and apply them to the entire account. This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

Personal Information We Collect and May Disclose: The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports and other information relating to your creditworthiness.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term "personal information", as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you as described in the **Privacy Choices Form**.

Affiliates to Whom We May Disclose Personal Information: Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the names Citi Cards, Citibank, CitiFinancial, CitiMortgage, Smith Barney, and Primerica.

Nonaffiliated Third Parties to Whom We May Disclose Personal Information: Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup. We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form**, we will not disclose personal information about you to nonaffiliated third parties except as follows. First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that

perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

Your Privacy Choices: This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

Disclosing to Nonaffiliated Third Parties (Box 1): As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

Sharing with Citigroup Affiliates (Box 2): Our ability to share information with our affiliates helps us more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

Information for Vermont Customers: In response to a Vermont regulation, we will automatically treat accounts with Vermont billing addresses as if you filled in **Box 1** and **Box 2** on the **Privacy Choices Form**. And if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

Information for California Customers: In response to a California law, we will automatically treat accounts with California billing addresses as if you filled in **Box 1** on the **Privacy Choices Form** and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with affiliates as described in this notice, you can fill in **Box 2** on the **Privacy Choices Form**.

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The **Privacy Choices Form** is on the next page.
The remainder of this panel is intentionally left blank.

PRIVACY CHOICES FORM: To limit disclosures of personal information about you as described in this notice, just fill in the appropriate box or boxes to indicate your privacy choices and provide all of the requested information. Be sure to include account numbers since your privacy choices will be applied only to accounts listed.

Box

1. Limit the personal information about me that you disclose to nonaffiliated third parties.
2. Limit the personal information about me that you share with Citigroup affiliates.

My Citicorp Trust Bank, fsb account numbers are (list the last 10 digits of each account number):

XXXX XX

XXXX XX

Name: _____

Address: _____

City, State: _____

Zip: _____

If you filled in any of the boxes above, please mail this form in a stamped envelope to:

Privacy Choices
Citi
PO Box 22066
Tempe, AZ 85285-2066

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.

If you are also a customer of other Citigroup affiliates and you receive notice of their intent to share certain information about you, you will need to separately notify them if you do not want them to share such information.

This panel is intentionally left blank.