

## Online Consent for Electronic Disclosures

By consenting to receive information electronically at our web site, we may provide to you by electronic means information regarding your WebBank /Gettington Credit Account, including disclosures required by applicable federal or state law (collectively "Communications") which may include, but is not limited to, the following:

- Initial Disclosure statement or agreement governing the WebBank /Gettington Credit Account
- Letters or notices regarding your Credit Account
- WebBank /Gettington Privacy Policy
- Other federal and state law disclosures, notices and communication in connection with the application for, the opening of, maintenance of or collection of the Credit Card Account
- SafeLine disclosures, Debt Cancellation Agreement and other information related to optional Debt Waiver products you may elect to purchase

Communications may be sent to your e-mail address provided to us by you. Communications may include your name and information about your Credit Account, including your balance or the due date. Electronic Communications may be disclosed to any party with access to your Credit Account or e-mail account. All Communications in either electronic or paper format from us to you will be considered "in writing".

You may not apply online unless you accept these disclosures and information electronically.

By clicking the "Accept" button, you agree to:

- Receive this information electronically, access and retain any disclosures received. To do this you will need a desktop or laptop personal computer with a minimum web browser that *supports 128 bit encryption*.
- Have ability to receive and read email.
- Receive disclosures electronically and confirm that you will download or print the disclosures for your records, acknowledge that you can access information that is provided electronically at this website.
- Acknowledge that such action constitutes your signature to the credit application and the Important Terms of your Credit Account and Disclosure Statement. **NOTICE! – YOU MUST THOROUGHLY READ ALL OF THESE DISCLOSURE PAGES AND ASSURE THAT THERE ARE NO BLANK SPACES. DO THIS BEFORE "SIGNING" ANY AGREEMENT ON THIS WEBSITE, INCLUDING THE ACCOUNT AGREEMENT. BY USING THE "ACCEPT" BUTTON YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.**
- Acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and our intent that this statute applies to the fullest extent possible.

**Important Notice:** You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically nor any damages caused by unauthorized access. We are not responsible for delays in the transmission of any information. We are not responsible for any computer virus or related problems. If your e-mail address changes, you are required to notify us. You also have the right to:

- Change your preference to receive periodic billing statements (from/to paper) at any time by logging on to MyAccount at Gettington.com.
- Receive any information provided electronically in paper form. We may charge a fee for a paper copy. To receive specific information in paper form contact us at [customerservice@Gettington.com](mailto:customerservice@Gettington.com). Please provide your name, address, 10 digit customer number and the last 4 digits of your WebBank/Gettington Account number. You may also write us at Gettington, 6250 Ridgewood Road, St Cloud, MN 56303.

- Withdraw your consent to receive all disclosures electronically. If you choose to do so we will close your Gettington Credit Account. Please provide your name, address, e-mail address, 10 digit customer number and the last 4 digits of your WebBank/Gettington Account number. You may also write us at Gettington, 6250 Ridgewood Road, St Cloud, MN 56303.

To notify us if your e-mail address changes, contact us at [customerservice@gettington.com](mailto:customerservice@gettington.com). Please provide your name, address, current e-mail address, new e-mail address, 10 digit customer number and the last 4 digits of your WebBank/Gettington Account number. You may also write us at Gettington, 6250 Ridgewood Road, St Cloud, MN 56303.

## WebBank Gettington Credit Account Key Credit Terms

### Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	<p><b>19.90%</b> Easy Option APR.</p> <p><b>14.90%</b> Fast Option APR.</p>
How to Avoid Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>

### Fees

Penalty Fees	
<ul style="list-style-type: none"> <li>Late Payment:</li> <li>Returned Payment:</li> </ul>	<p>Up to \$30.00</p> <p>Up to \$30.00</p>

**How We Will Calculate Your Balance:** We use a method called average daily balance including new purchases. See below for more details.

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

## WebBank

### Gettington Credit Account Agreement

This is the Agreement which covers your credit account (called your "Account") with WebBank for purchases you make with Gettington. You can use your Account to purchase goods or services from Gettington or any merchant authorized to accept your Account, and to pay for goods and services offered in connection with your Account. You may only use your Account for personal, family, and household purposes. You and WebBank will be bound by this Agreement from the first time a transaction is posted to your Account.

In this Agreement, and in your monthly statements ("Statements"), the words "you" and "your" refer to the person named on the credit account we issue or who has signed application or acceptance forms, and the words "we", "us" and "our" refer to WebBank. An applicant, if married, may apply for a separate account.

**Your Promise to Pay.** You promise to pay for (a) credit extended by WebBank to you or anyone you allow to use your Account; (b) interest charges, late fees, and all other charges provided in this Agreement or that you (or anyone you allow to use your Account) agree to pay; and (c) collection costs and attorneys' fees to the extent permitted by applicable law if your Account should go into default. If your Account is a joint Account, all joint Account holders promise to pay and be jointly and individually responsible for all amounts due under this Agreement.

**Available Credit.** We will assign you a credit limit, and we will indicate your current credit limit on each Statement. You agree not to exceed the credit limit that we establish for you. If you request a transaction that would exceed the credit limit, we may decline it or we may allow the transaction without increasing your credit limit. You will be obligated to pay any amount in excess of your credit limit in accordance with the terms of this Agreement. We may increase or reduce your credit limit, or suspend or terminate your Account, at any time with or without cause. We will provide notice to you to the extent required by applicable law.

**Statements.** We will send you a Statement covering each billing cycle in which you have a balance (*including deferred balances, if applicable*), or if required by law. Billing cycles are approximately one month long. Each Statement will reflect: (a) the total amount you owed on the first day of your billing cycle (called the "previous balance"), which will include any deferred balance (*see below under the heading "Deferral Periods"*); (b) payments, credits, purchases and interest charges, and all other charges made to your Account during the billing cycle; (c) the total amount you owed at the end of the billing cycle (called "new balance"); (d) the minimum payment you must make (called the "minimum payment"); and (e) the date by which the minimum payment must be paid to avoid a late charge.

**Account Plans.** Your Account offers you two payment plans for purchases: the Easy Option standard plan and the Fast Option promotional plan. Each time you make a purchase, you will choose the plan to which your purchase should be added. Your minimum payment amount and your interest charges are different for the two plans.

**Payments.** Each month, your minimum payment is due by the date set forth on the Statement, which will be at least 24 days from the Statement date. Your payment due date will always be the same date each month. You may pay more than the minimum payment, up to the entire new balance, at any time.

**Calculating your minimum payment.** Your minimum payment each month will be the combined total of your Easy Option minimum payment amount and the Fast Option minimum payment amount, plus any amount that is past due.

- **Easy Option.** Your Easy Option minimum payment amount is determined by the purchases and balances on the Easy Option plan. When you make a purchase using the Easy Option plan, if you do not already have an outstanding Easy Option plan balance, then your Easy Option minimum payment amount will be equal to 5.5% of the original purchase price or \$20.00, whichever is greater at the time of purchase. This minimum payment amount will remain fixed until any one of the following events occurs: (a) any return is posted to your Easy Option plan; (b) a new purchase is added to your Easy Option plan. When any of these events occurs, we will recalculate the Easy Option minimum payment amount to be equal to 5.5% of the Easy Option balance or \$20.00, whichever is greater at the time of our recalculation. When your payments reduce your Easy Option balance to \$0, then the Easy Option minimum payment due will be equal to \$0.
- **Fast Option.** When you make a purchase using the Fast Option plan, we will tell you the minimum payment for that purchase, which is calculated to allow you to pay for the purchase and related interest charges by making four equal monthly payments. If you make late payments or pay less than the required minimum payment, then you may be required to make additional payments for your Fast Option purchases. Because each purchase you make on the Fast Option plan has a separately calculated minimum payment, your total Fast Option minimum payment due is equal to the sum of the minimum payments for each of your purchases made using the Fast Option plan. After the first four payments for a purchase, the minimum payment for that purchase will be equal to any unpaid amount of that purchase and any interest charges on that purchase. If your total new balance is equal to, or no more than \$5.00 greater than, the amount that we calculate for your minimum payment, then your minimum payment will be equal to your total new balance.

**Payment Instructions.** All payments made by mail must be made by check or money order, following the instructions in this Agreement and on your Statement. You agree that we may return any payment you make, without applying the payment to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post-dated; (6) is not payable to WebBank or its assigns; or (7) is not payable in U.S. dollars. If we accept a check payment made in U.S. dollars and drawn on a financial institution not located in the United States, you agree to pay any bank collection fees we incur. We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed, without losing any of our rights under this Agreement. All payments under this Agreement must be received at the address specified on your billing statement. Payments may also be made electronically on the web or phone, by ACH payment from a checking or savings account. However, you may not make a payment using any credit card issued by WebBank. We may charge a processing fee for payments made, when made with the assistance of a service representative of the company for an expedited payment posted on the same day. The fee will be disclosed at the time you request to make the payment.

**How We Figure Periodic Interest Charges.** We figure your total periodic interest charges each month by adding together the interest charges applicable to your Easy Option plan and the interest charges applicable to your Fast Option plan. We will also add any deferred interest charges in connection with deferred interest promotions, if applicable. If the total periodic interest charges for a month are less than \$0.50 then we charge a minimum periodic interest charge of \$0.50 which we will apply to the applicable balance.

*Determining the Interest Charge on your Easy Option Plan and your Fast Option Plan.* To determine the amount of interest charges applicable to each of the Easy Option plan and the Fast Option plan, we multiply the Average Daily Balance for each plan times the monthly periodic rate for that plan.

*Average Daily Balance.* To get the Average Daily Balance for each of the Easy Option and Fast Option plans, we take the beginning balance of that plan of your Account each day, add any new purchases on the plan that day, and subtract any payments or credits we apply to the plan that day. We add interest charges to each feature on a monthly basis. We add other charges and fees, such as late fees, to the Easy Option plan on the day that such charges or fees are posted to the Account. If your Account has an overall credit balance, we treat this as a \$0 balance. This gives us the daily balance for each plan. Then we add up all the daily balances for each plan for each day in the billing cycle and divide each total by the number of days in the billing cycle. This gives us the Average Daily Balance for each plan.

*Monthly Periodic Rate.* We determine the monthly periodic rate as follows:

- For your Easy Option plan, an Annual Percentage Rate (or APR) of 19.90% (corresponding monthly periodic rate 1.658%) applies to your Easy Option Plan balances and purchases during the Easy Option Period. This is a non-variable rate.
- For your Fast Option plan, an Annual Percentage Rate (or APR) of 14.90% (corresponding monthly periodic rate 1.242%) applies to each purchase during the Fast Option Period. This is a non-variable rate.

The finance charges that are assessed, including the monthly periodic rate, will be in amounts or at rates that do not exceed those permitted by law. The amount of periodic interest charges and APRs are subject to change. *See below under the heading "Change of Terms (including Interest Charges)."*

**When interest charges begin to accrue.** Interest charges begin to accrue on each purchase on the date of the purchase. However, if you paid the new balance on your previous Statement by the payment due date shown on that statement, then: (1) if you pay the new balance on your current billing statement by the payment due date shown, we impose no interest charges on purchases during the current billing cycle, and (2) if you make a payment by the payment due date shown on your current statement that is less than the new balance, we will credit that payment as of the first day in your current billing cycle. In addition, if your previous Statement reflected a new balance and you did not pay that new balance in full by the payment due date on that previous statement, then we will not impose interest charges on any purchases during the current billing cycle if you pay the new balance shown on your current Statement by the payment due date reflected on that current Statement.

**Deferral Periods.** From time to time, we may offer you the opportunity to enter into promotions. Terms of these promotions will be provided in connection with any offers.

**Late Fees.** Late fees will be equal to your minimum payment due with a maximum amount of up to \$25.00 for the first time offense and will increase to a maximum amount of \$30.00 if you have not made your payment by the due date in each of your next 6 billing cycles. The late fee will never be greater than your minimum payment due to which the late fee relates.

**Returned Payment Fees.** Returned payment fees will be equal to your minimum payment with a maximum amount of up to \$25.00 for the first time offense and will increase to a maximum amount of \$30.00 if you have any returned payments in your next 6 billing cycles. The returned payment fee will never be greater than your most recent minimum payment due.

**No Annual Account Fee.** You are not charged a separate annual fee to maintain your account.

**Application of Payments.** Each payment you send to us will be applied to your Account in a manner consistent with applicable law. Generally, we will apply your payment first to satisfy all minimum payments due for your Easy Option and Fast Option plans. You may pay the entire balance on your account at any time without incurring any additional charge for prepayment.

**Change of Terms (including Interest Charges).** Subject to applicable law, we may change or terminate any term of this Agreement or add new terms at any time, including, without limitation, adding or increasing fees, increasing your minimum payment and increasing the rate or amount of interest charges or changing the method of computing the balance upon which interest charges are assessed. Prior written notice will be provided to you when required by applicable law. Changes may apply to new and outstanding balances.

**Default.** You will be in default under this Agreement if: (a) you fail to make at least the minimum payment by the Payment Due Date specified on your Statement ; (b) you violate any other provision of this Agreement; (c) you die; (d) you become the subject of bankruptcy or insolvency proceedings; (e) you or any part of your property becomes the object of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (f) you fail to provide to us any information we reasonably deem necessary; (g) you supply us with misleading, false, incomplete or incorrect information; (h) we receive information indicating that you are unable to perform the terms and conditions of this Agreement; (i) you move out of the United States; or (j) you use your Account in an unlawful manner. Upon default, we have the right to require you to pay your entire Account balance (including all deferred purchases and all accrued but unpaid charges) immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Following any default, any balances outstanding under this Agreement will continue to accrue interest charges until paid in full and will be subject to all the terms and conditions of this Agreement, except that we will apply your payments first to attorneys' fees and other court costs, and then in the order set forth in the Application of Payments section.

**Closing Your Account.** We can close your Account at any time. You can cancel or close your Account at any time by writing to us at WebBank, Gettington Credit Account, P.O. Box 1500, St Cloud, MN 56395-1500. If we have issued you a card with your Account number, you must cut it in half and return it to us. You may not use your Account for any purchases after you cancel or close your Account. If you do not pay us in full when you cancel, your outstanding balances will continue to accrue interest charges and other charges, and will be subject to the terms and conditions of this Agreement.

**Liability for Unauthorized Use/ Lost or Stolen Account Numbers.** If you notice the loss or theft of your credit account number or a possible unauthorized use of your card, you should write to us immediately at WebBank, Gettington Credit Account, P.O. Box 1500, St Cloud, MN 56395-1500, or call as at 1-866-688-1091. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. However, unauthorized use does not include use by a person whom you have given the credit account number to or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority you must send us notice in writing.

**Change of Name, Address, Telephone Number or Employment.** Notify us immediately of any change in your name, mailing address, telephone number or place of employment. Send changes to: WebBank, Gettington Credit Account, P.O. Box 1500, St Cloud, MN 56395-1500.

**Consent to Use of Telephone Numbers.** You expressly consent to receiving calls and messages, including autodialed and prerecorded message calls, from WebBank, Gettington, their affiliates, marketing partners,

agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers).

**Assignment of Account.** We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

**Reporting and Monitoring.** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that we may record your calls, and that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardholders.

**Updated Financial and Other Information.** Upon request, you agree to promptly give us accurate financial and other information about yourself. We may obtain information about you from credit bureaus or other third parties at any time. You agree that the information that you provide to us is accurate as of the date provided, and that if the information changes you will contact us with the notice of the change.

**Governing Law/Enforceability.** This Agreement and your Account will be governed by federal law applicable to a FDIC-insured institution and, to the extent permitted by federal law, the laws of Utah, without regard to its choice of law provisions. This Agreement is entered into between you and us, and received by us, in Utah and we extend credit to you from Utah, whether or not you live in Utah. We will make the decision whether to open an account for you based on criteria established in Utah. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable (except as specifically addressed in the Arbitration provision). Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future. This Agreement is a final expression of the agreement between you and us and this Agreement may not be contradicted by evidence of any alleged oral agreement.

**Arbitration. Please review this provision carefully. It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this provision, your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration provision by following the instructions below.**

By accepting this Agreement, unless you opt out by following the instructions below, you agree that either you or we, at our sole discretion, can choose to have any dispute arising out of or relating to this Agreement or our relationship resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement.

For purposes of this Arbitration provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement, the credit offered or provided to you, or the goods or services you purchase; the actions of yourself, us, or third parties; or the validity of this Agreement or this Arbitration provision. It includes disputes brought as counterclaims, cross claims, or third party claims. A party that has brought a dispute in a court may elect to arbitrate any other dispute that may be raised in that litigation.

Disputes brought as part of a class action or other representative basis are subject to arbitration on an individual (non-class, non-representative) basis. **IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INDICATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.** In this Arbitration provision, the words “we,” “us,” and “our” shall include WebBank and any assignees of any of WebBank’s rights, any merchant from which you purchased goods or services using your Account, as well as their respective affiliates, servicers, employees, agents, and further assigns.

Any arbitration under this Arbitration provision shall be administered by the American Arbitration Association (“AAA”) under the rules applicable to the resolution of consumer disputes in effect when the dispute is filed. The arbitrator shall have no authority to hear any disputes on a class action or representative basis. Neither you nor we may consolidate or join the disputes of other persons who may have similar disputes into a single arbitration, other than the disputes of or against joint account holders. You may obtain rules and forms by calling the AAA at 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the Federal judicial district where you reside. We will not elect arbitration of any dispute that is filed as an individual matter by you in a small claims or similar court, so long as the dispute is pending on an individual basis in such court.

A single, neutral arbitrator will decide any disputes. The arbitrator must be either a retired or former judge or a lawyer with no less than 10 years’ experience, selected in accordance with the AAA’s rules. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege under applicable law, and will have the power to award to a party any damages or other relief provided under applicable law. Any party may choose to have a hearing, and may choose to be represented by counsel. The arbitrator will issue an award in writing and, upon request, will provide a written explanation for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The party initiating an arbitration must pay the AAA’s initial filing fee, although you can ask the AAA to waive the filing fee and we will consider your request that we pay the filing fee on your behalf. We will pay any subsequent administration fees imposed by the AAA, and we will pay the arbitrator’s fee for up to one day of hearings. All other fees will be allocated as provided by the AAA’s rules and applicable law. If you prevail in arbitration, we will reimburse you any fees paid to the AAA. However, even if we prevail, we will not seek reimbursement from you of any fees we paid to the AAA unless the arbitrator determines that your dispute was brought in bad faith. Each party shall bear its own costs of attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. However, if applicable substantive law gives you the right to seek reimbursement of attorneys’ fees or other fees or costs, then that right shall also apply in the arbitration.

You have the right to opt out of this Arbitration provision, but you may only do so in the first 30 days after the first transaction is posted to your Account. In order to opt out, you must write us at WebBank/ Gettington Arbitration, P.O. Box 1500, St Cloud, MN 56395-1500. You must inform us of your decision to opt out, and sign the notice.

This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16. If any part of this Arbitration provision is determined to be void or unenforceable, then this entire Arbitration provision shall be considered null and void; however, it shall not affect the validity of the rest of this Agreement.

**Credit Bureau Disputes.** If you believe we inaccurately reported credit history information about you or your Account to a credit reporting agency, call us at 1-866-688-1091 or write to us at: Credit Bureau Reporting Services, P.O. Box 6250 Ridgewood Road, St Cloud, MN 56303. Please include a copy of the credit report reflecting the information that you believe is inaccurate.

**Maryland Residents:** Maryland law requires that if send us a written request about the status of your account and we do not answer that request within 60 days after we receive it, you are not required to pay a finance charge for that 60 day period or until we answer.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Wisconsin Residents:** No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless prior to the time of credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. We may require that you pay the entire amount that you have outstanding if you do not pay amounts that come due 2 times within 12 month period. You will also have to pay your entire amount outstanding if you fail to do anything required in this agreement and that failure makes it likely that you will not be able to pay your bills from us as they become due.

**All accounts, including New York/Rhode Island/Vermont Residents:** You agree to give WebBank permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your Account, adjusting the credit limit on your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. New York residents may contact the New York State Banking Department: 1-800-518-8866.

**All accounts, including California and Utah Residents** As required by law, you are hereby notified that a negative credit 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.

**Texas Residents:** To contact us about your account call 1-866-688-1091. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Phone (800) 538-1579; [www.occc.state.tx.us](http://www.occc.state.tx.us). Contact the Commissioner relative to any inquires or complaints.

End of Terms

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

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### **WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, write to us at:

Gettington Account Services, P.O. Box 1500, St Cloud, MN 56395-1500

In your letter, give us the following information

- *Account Information:* Your name and Gettington Credit 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. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- 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 that 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 the 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 these rules, 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.
3. You must have 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: Gettington Account Services, P.O. Box 1500, St Cloud, MN 56395-1500.

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.