

**THE KEY CREDIT TERMS OF THE
GE MONEY
CREDIT CARD AGREEMENT ARE AS FOLLOWS:**

Annual Percentage Rate (APR) for Purchases and Cash Advances
24.99%
Delinquency Rate APR * 29.99%
Grace Period for Repayment of the Balance for Purchases
23 days if no previous balance and full payment is made; otherwise none.
Method of Computing the Balance for Purchases
One Cycle Average Daily Balance (Including New Purchases)
Minimum Finance Charge
\$2.00

Late Payment Fee: \$29.99 if the Balance is \$249.99 or less; and \$39.99 if the Balance is \$250.00 or more. (Balance is Account balance on date fee is applied.)

Over Limit Fee: \$39.99

Returned Check Fee: \$39.99

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

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

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

The information about the costs of the Account described herein is accurate as of 7/1/09. This information may have changed after that date. To find out what may have changed, write us at GEMB, P.O. Box 981439, El Paso, TX 79998-1439. We may, at any time and for any reason, change, add or delete provisions of the governing credit card agreement, including increasing rates or fees. These changes may affect existing balances as well as future transactions. We will send you notice of any change as required by applicable law.

Notice to Married Wisconsin Residents: No provision of a marital property agreement, a unilateral statement under Sec. 766.59, Wis. Stats., or a court decree under Sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. We are required to notify spouses of married Wisconsin residents who apply for an individual account regardless of whether the spouse may use the card.

INITIAL DISCLOSURE STATEMENT

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

PERIODIC FINANCE CHARGES.

- A. We calculate the periodic Finance Charge separately for Purchases and Cash Advances. The Annual Percentage Rate may sometimes be referred to as "APR". For each billing period in which a periodic Finance Charge is imposed, the amount of the Finance Charge is the total of the amount of the periodic Finance Charge calculated during the billing period. The periodic Finance Charge for each billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") in effect during that billing period to the balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE** of up to **\$2.00** will be imposed for each billing period in which your Account is subject to a Finance Charge.
- B. The periodic Finance Charges will be determined separately for charges incurred under any Special Payment Plan in accordance with the terms established for such Special Payment Plan. *You understand and acknowledge that this Account provides for the daily compounding of periodic Finance Charges.*

PERIODIC RATES

- A. The Periodic Rate for your Purchase Balance is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is **.06846% (APR 24.99%)**.
- B. The Periodic Rate for your Cash Advance Balance is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is **.06846% (APR 24.99%)**.

C. The Periodic Rates and corresponding APRs for all Account balances (including any promotional rates) may be increased if you fail to make a required Minimum Payment by the Payment Due Date, you make a payment to us that is not honored by your bank or you exceed your Credit Limit. If we increase your Periodic Rates, the new Periodic Rates will be equal to the Delinquency Rate, or at our discretion a lower rate. Our decision may be based on factors such as the timing or seriousness of any default, your payment and purchase history and other performance on this Account. The increased Periodic Rates will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed or returned payment was due or in which you exceeded your Credit Limit. We also may change rates or other terms as provided in the Termination/Change In Terms Section of this Agreement. The Delinquency Rate is a rate of .08216% (APR 29.99%).

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

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

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

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

PAYMENTS. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. If you have a balance subject to Finance Charges, earlier payment may reduce the amount of Finance Charges you will pay. Any time the APR applicable to your Account is 25.0% or less, your Minimum Payment initially will be (i) the greater of \$15 or 3.1% of your New Balance (excluding any balance attributable to any Special Payment Plan that involves delayed or special payments), rounded to the next highest dollar, plus (ii) any past due amounts, plus (iii) any payment due under any Special Payment Plan. Any time the APR applicable to your Account is greater than 25.0%, your Minimum Payment initially will be (i) the greater of \$15 or 3.5% of your New Balance (excluding any balance attributable to any Special Payment Plan that involves delayed or special payments), rounded to the next highest dollar, plus (ii) any past due amounts, plus (iii) any payment due under any Special Payment Plan. However, if during any four month period immediately following a billing period in which a Late Payment and/or Over Limit Fee is assessed, you pay at least the Minimum Payment each month but the total of your payments does not at least equal the sum of the Finance Charges billed on your Statement each month, plus 1% of your New Balance each month, plus the particular Late Payment and/or Over Limit Fee that was assessed in the billing period before the four month period, your Minimum Payment will be changed for future months to the greater of the Minimum Payment calculation stated above, or the sum of 1% of your New Balance plus Finance Charges, Late Payment Fees and Over Limit Fees billed on your Statement. In each case, your Minimum Payment also will include any past due amounts and any payment due under any Special Payment Plan. The Minimum Payment will be the New Balance if the New Balance is less than \$15.

You agree that, if allowed, any payments on your Account delivered to a retailer store are handled by such retailer as a convenience for you and are not received or accepted by us until physically delivered to us.

We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional Purchases), and the timing and amount of your payments. For example, on promotions requiring a Minimum Payment, payments over the minimum will usually be applied to those promotional balances before non-promotional and other balances. If you have a non-promotional balance, this may reduce the benefit from the promotion. If you want to change this allocation, please call customer service.

FEES. You agree to pay the following fees.

A. A Late Payment Fee, if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your Account balance on the date the Late Payment Fee is applied to your Account. The Late Payment Fee will be \$29.99 for a balance of \$249.99 or less; and \$39.99 for a balance of \$250.00 or more.

B. A Returned Check Fee of \$39.99 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored on first presentment, even if the check, instrument or electronic authorization is later honored.

C. An Over Limit Fee of \$39.99 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

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

E. A Returned Loan Check Fee of \$39.99 in the event any Convenience Check on your Account is not honored by us because (i) the portion of your Credit Limit available for Convenience Checks is insufficient to cover the amount of the Convenience Check, (ii) you have filed a petition in bankruptcy, (iii) the Convenience Check has expired, or (iv) your Account has been closed.

F. A Stop Payment Fee of \$39.99 if we stop payment on any Convenience Check at your request.

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

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

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

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

SPECIAL PAYMENT PLANS. From time to time, you may be offered special promotional terms which modify the terms of this Agreement with respect to certain Purchases or Cash Advances on your Account ("Special Payment Plans"). A promotional fee may be charged as part of a Special Payment Plan; this promotional fee will be a Finance Charge. Any other fees, credit insurance premiums, debt cancellation fees and the portion of any minimum periodic Finance Charge that exceeds the calculated periodic Finance Charge will be included in the non-Special Payment Plan balance, not any Special Payment Plan balance, of your Account, or as otherwise described in your Special Payment Plan. Also, credit insurance premiums and debt cancellation fees will be deferred during the promotional period for any Special Payment Plans involving delayed payments. The provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided in this Agreement or under the Special Payment Plan offering. We may, without prior notice, terminate your participation in any Special Payment Plan if you are in default under this Agreement. Default includes, but is not limited to, any payment delinquency whether or not such delinquency relates to a Special Payment Plan. In the event of termination of your participation in any Special Payment Plan: (i) each remaining balance will not be treated as a Special Payment Plan transaction and will be subject to the standard provisions applicable to such transaction; and (ii) Finance Charges accrued on the Special Payment Plan balance from the date of purchase, if any, may be added to your balance.

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

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

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

**YOUR BILLING RIGHTS -
KEEP THIS NOTICE FOR FUTURE USE**

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

Notify Us in Case of Errors or Questions About Your Bill.

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

In your letter, give us the following information:

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

Your Rights and Our Responsibilities After We Receive Your Written Notice

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

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

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

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

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

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

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

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

PRIVACY POLICY

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

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

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

- **The Retailer/Merchant/Dealer associated with this credit program and its affiliates and program sponsors** (as applicable), for use in connection with this consumer credit program and as otherwise permitted by law. They may use this information to update their records, to provide you with notices of special promotions and other tailored offerings, to answer questions about this Account and perform other credit program functions or for other purposes permitted by law. They may use their affiliates, licensees, sponsors or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers and program sponsors** (including our affiliates), to assist us in servicing Accounts, like preparing billing statements and promotional materials, and responding to customer inquiries. We also may use marketing firms, such as modeling companies, to assist us in our own marketing efforts.
- **Financial Institutions with whom we jointly offer financial products**, such as loan products or credit insurance. If your billing address is in Vermont, this information will be limited to your name and contact information, and transaction and experience information on this Account.

- **GEMB's affiliates, who are other companies in the General Electric Company corporate family** ("GEMB Affiliates") for servicing or marketing purposes, subject to your right to opt out of sharing of credit eligibility information, such as certain information from credit bureaus and your application, as provided in the *It's Your Choice* section below. Subject to your right to opt out, GEMB Affiliates also may use information from us concerning your credit eligibility, and your transactions and experience with us, to send you marketing solicitations about products and services.
- **Third Parties, who are interested in offering special products or services to you**, subject to your right to opt out as provided in the *It's Your Choice* section below. For example, we disclose information, either directly or through the Retailer/Merchant/Dealer and its affiliates and program sponsors (as applicable) to financial services providers offering products such as insurance, mortgages or loans, and non-financial companies offering consumer products and services. We may disclose name, address and telephone numbers, as well as Account purchase and performance history.
- **Others:** We report Account information, such as credit limit, balances and payment information, to credit bureaus. In addition, we may buy and sell assets, lines of business and/or Accounts. When this occurs, customer information generally is disclosed to bidders and is one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

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

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

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

Important Notes About Your Choice

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

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

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

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