6025

Please read the following before completing this form: (1) Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources disclosed herein investigating the information given. (2) Please read the attached agreement and sign below before submitting your Application. (3) Federal law requires us to obtain, verify, and record information that identifies you when you open an account. We will use your name, address, date of birth, and other information for this purpose.

A1 / ACE

APPLICANT

First Name | M. Initial

Last Name

Mailing Address | APT #

City | State

Zip | Housing Type: ☐ Own ☐ Rent ☐ Parents / Relative ☐ Other

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

City | State | Zip

Social Security Number

Home Phone

Birth Date Month / Day / Year | $ Total Annual Income*

Business Phone | Years Employed

Your Employer | 3368

JOINT APPLICANT

First Name | M. Initial

Last Name

Mailing Address | APT #

City | State

Zip | Housing Type: ☐ Own ☐ Rent ☐ Parents / Relative ☐ Other

Social Security Number

Home Phone

Birth Date Month / Day / Year | $ Total Annual Income*

Business Phone | Years Employed

Your Employer

Nearest Relative Not Living With You: Name | Home Phone

Address | City | State | Zip

SIGNATURE(S) REQUIRED

By signing this application, I ask that GE Money Bank ("you") issue me an ACE Hardware Credit Card. I am providing this information to you, and to dealers that accept the ACE Hardware Credit Card. I also authorize and direct you to furnish information about me (including whether this application is approved or declined) and, if it is approved, information about my Account to dealers that accept the ACE Hardware Credit Card (and their respective affiliates) for use in connection with the ACE Hardware Credit Card program, including to create and update their customer records for me, to assist them in better serving me, and to provide me with notices of special promotions, catalogs and tailored offerings. I affirm that the information I have submitted is complete and truthful and that my Account will be used only for personal, family and household purposes. I authorize you to make inquiries you consider necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating my application, and subsequently, for purposes of reviewing, maintaining or collecting my account. Upon my request, you will advise me of the name and address of each consumer reporting agency from which you obtained a report. I also understand that the ACE Hardware Credit Card agreement (the "Agreement") attached to this application will govern my Account, the terms of which are hereby incorporated by reference into and made a part of this application, and that these TERMS INCLUDE AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT MY RIGHTS. My signature on this application represents my signature on the Agreement. I acknowledge that under the Agreement, I grant you a security interest in goods purchased on the Account, as permitted by law. I understand that there is no agreement between us until you approve my application, and that if approved, our Agreement will be deemed to have been made in Utah. I understand that I may apply for my own Account regardless of my marital status. After credit approval and subject to the governing credit agreement, each Applicant may use this Account and will each be liable for all credit extended under this Account to any Applicant or Authorized User. **Federal law requires the creditor to obtain, verify, and record information that identifies me/us when I/we open an account. The creditor will use my/our name, address, and other information for this purpose.**

X

APPLICANT SIGNATURE | DATE

E-MAIL ADDRESS

X

JOINT APPLICANT SIGNATURE | DATE

By providing my E-mail address, I consent to receive E-mail communications about my Account and authorize you to provide my E-mail address to ACE Hardware so I can receive special offers and updates.

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

By signing to purchase Account Security, I acknowledge that I do not need to purchase Account Security to get credit. I have received and read the disclosures that are set forth below and in the Account Security Summary attached. I agree that you may bill my Account a fee each month of $1.50 per $100 of the average daily balance of my Account as provided in the terms of the Account Security agreement. I may cancel any time.

YES, I would like to purchase Account Security.

Sign Here to Enroll X

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

MUST BE COMPLETED BY THE RETAILER

/

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

/

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

ACCOUNT NUMBER

EMPLOYEE NAME OBSERVING VERIFICATION

5 3 4 8 1 2

STORE NUMBER

STORE FAX NUMBER

STORE PHONE NUMBER

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

***NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless relied upon for credit.**

To find out about changes in the terms of the attached agreement, write to us at GEMB, P.O. Box 6160, Rapid City, SD 57709-6160

EQUAL HOUSING LENDER

60180-002-0150 (06/05) ACE

6025

THE KEY CREDIT TERMS OF THE ACE HARDWARE CREDIT CARD ARE AS FOLLOWS:
Annual Percentage Rate for Purchases and Cash Advances
21.90% (variable)
Delinquency Rate *
26.99% (fixed)
Variable Rate Information
The Annual Percentage Rate for all Accounts (excluding the Delinquency Rate) may vary and will equal the prime rate plus 15.90%, but in no event less than 21.90%. The "prime rate" is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the 5th business day preceeding the first day of the billing period.
Grace Period for Repayment of the Balance for Purchases
25 days if no previous balance and full payment is made; otherwise none.
Method of Computing the Balance for Purchases
Two Cycle Average Daily Balance (Including New Purchases)
Minimum Finance Charge
$1.00

Transaction Fee for Cash Advances: 4% of the amount of each cash advance, but not less than $5 or more than $50.

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

Overlimit Fee: $30

Returned Check Fee: $30

* If you do not make your required Minimum Payment by the Payment Due Date two times in any six consecutive billing periods, the Delinquency Rate (rather than the Standard Rate) will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period in which you missed your second Payment Due Date. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate) which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

The information about the costs of the Card described above is accurate as of 6/1/05. This information may have changed after that date. To find out what may have changed, write us at P.O. Box 6150 Rapid City, SD 57709-6150 The terms of the agreement may be changed by us as provided in the agreement.

NOTICE TO MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under Sec. 766.59 Wis. Statutes, or a court decree under Sec. 766.70 Wis. Statutes, 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. If you are married, you acknowledge that this account is being opened in the interest of your marriage or family. If you are applying for individual credit or joint credit with someone who is not your spouse, combine your and your spouse's financial information on the application form. If your spouse also is a Wisconsin resident, we are required by law to obtain the name and address of your spouse.

INITIAL DISCLOSURE STATEMENT

The following is an initial disclosure statement. If you are approved for a Ace Hardware credit card, a complete credit card agreement ("Agreement") governing your Ace Hardware credit card account ("Account") will be sent to you along with your credit card. The Ace Hardware 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 Ace Hardware credit card. You may use your Account to purchase goods or services ("Purchases") or to obtain cash advances ("Cash Advances") by writing checks ("Checks") we may provide to you from time to time or by other means we may make available.

PERIODIC FINANCE CHARGES.

A. The total periodic Finance Charge imposed in a billing period ("Current Billing Period") is the total of (i) the daily periodic Finance Charges on Purchases and Cash Advances in the Current Billing Period, plus (ii) the total of the periodic Finance Charges on new Purchases in the previous billing period ("Previous Billing Period"). However, there will be no periodic Finance Charges imposed in the Current Billing Period on any Purchases (including new Purchases in the Previous Billing Period) if for each billing period you pay your New Balance, including any Cash Advance balance and any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period. In addition, there will be no periodic Finance Charges imposed in the Current Billing Period on any new Purchases in the Previous Billing Period if daily Finance Charges were imposed on those new Purchases in the Previous Billing Period.

B. The periodic Finance Charge imposed in the Current Billing Period on Purchases or Cash Advances for the Current Billing Period is determined by multiplying the Periodic Rate for the Current Billing Period times the Daily Balances of Purchases or Cash Advances in the Current Billing Period to determine the daily periodic Finance Charges, and adding together those daily periodic Finance Charges for each day in the Current Billing Period. The periodic Finance Charge imposed in the Current Billing Period on new Purchases for the Previous Billing Period is determined by multiplying the Periodic Rate for the Current Billing Period times the Daily Balances of new Purchases in the Previous Billing Period to determine the daily periodic Finance Charges, and adding together those daily periodic Finance Charges for each day in the Previous Billing Period. However, there is a minimum periodic **FINANCE CHARGE** of $1 for a billing period in which a periodic Finance Charge is assessed.

C. 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 Daily Balance of Purchases is the Purchase Standard Rate, unless the Delinquency Rate applies as described below. The Purchase Standard Rate for a billing period is the greater of (i) the Prime Rate plus 15.90%, time 1/365, or (ii) **.0600% (ANNUAL PERCENTAGE RATE 21.90%)**. The Purchase Standard Rate shall not exceed **.0678% (ANNUAL PERCENTAGE RATE 24.75%).** The "Prime Rate" for a billing period is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the fifth business day preceding the first day of the billing period. As of June1, 2005, the Purchase Standard Rate was **.0600% (ANNUAL PERCENTAGE RATE 21.90%).**

B. The Periodic Rate for your Daily Balance of Cash Advances is the Cash Standard Rate, unless the Delinquency Rate applies as described below. The Cash Standard Rate for a billing period is the greater of (i) the Prime Rate plus 15.90%, times 1/365 or (ii) **.0600% (ANNUAL PERCENTAGE RATE 21.90%).** The Cash Standard Rate shall not exceed **.06780% (ANNUAL PERCENTAGE RATE 24.75%).** As of June 1, 2005, the Cash Standard Rate was **.0600% (ANNUAL PERCENTAGE RATE 21.90%).**

C. When the Purchase Standard Rate and/or Cash Standard Rate (collectively "Standard Rates") applies, the Periodic Rate and corresponding Annual Percentage Rate may vary. If the Prime Rate increases, the Periodic Rate and corresponding Annual Percentage Rate may increase, and as a result the periodic Finance Charge, Minimum Payment and number of payments also may increase. Any change in the Standard Rates will apply to your entire Account balance. We may select a new interest rate index if the Prime Rate is not available.

D. If you do not make your required Minimum Payment by the Payment Due Date two times in any six consecutive billing periods, the Delinquency Rate (rather than the Purchase Standard Rate or Cash Standard Rate (collectively "Standard Rates")) will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period in which you missed your second Payment Due Date. The Delinquency Rate is a fixed rate of **.0739% (ANNUAL PERCENTAGE RATE 26.99%)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next Statement you receive will reflect the Standard Rates (rather than the Delinquency Rate), which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

BALANCE SUBJECT TO PERIODIC FINANCE CHARGES.

A. To calculate the Daily Balance of Purchases in the Current Billing Period, we take the beginning Daily Balance of Purchases in your Account each day in the Current Billing Period, add any new Purchases, fees (other than Transaction Fees for Cash Advances), debt cancellation fees, or credit insurance premiums assessed that day. We also add other debits assessed that day, and subtract any payments or credits issued on that day, allocated to the Purchase balance. We then multiply this Daily Balance of Purchases by the Periodic Rate for the Current Billing Period and add the daily periodic Finance Charge to the ending Daily Balance of Purchases to determine the beginning Daily Balance of Purchases for the next day.

B. To calculate the Daily Balance of Cash Advances in the Current Billing Period, we take the beginning Daily Balance of Cash Advances in your Account each day in the Current Billing Period, add any new Cash Advances or Transaction Fees for Cash Advances assessed that day. We also add other debits assessed that day, and subtract any payments or credits issued on that day, allocated to the Cash Advance balance. We then multiply this Daily Balance of Cash Advances by the Periodic Rate for the Current Billing Period and add the daily periodic Finance Charge to the ending Daily Balance of Cash Advances to determine the beginning Daily Balance of Cash Advances for the next day.

C. To calculate the Daily Balance of new Purchases in the Previous Billing Period, we take the beginning Daily Balance of new Purchases in your Account each day in the Previous Billing Period, and add any new Purchases that day. We also add other debits assessed that day, and subtract any payments or credits issued on that day, allocated to the balance of new Purchases. We then multiply this Daily Balance of new Purchases by the Periodic Rate for the Current Billing Period and add the daily periodic Finance Charge to the ending Daily Balance of new Purchases to determine the beginning Daily Balance of new Purchases for the next day.

D. Any Daily Balance of less than zero will be treated as zero. Purchases and Cash Advances are included in the Daily Balance of your Account as of the transaction date or, at our option, as of the date the transaction is posted to your Account.

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

PAYMENTS. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will be (i) the greater of (a) $10 or (b) 3% of your New Balance minus 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. However, the Minimum Payment is the New Balance if the New Balance is less than $10. You must pay any past due amounts as part of your Minimum Payment. 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. If you have any questions about the allocation of your payment or would prefer to choose a different payment allocation option we offer, please call customer service at 1-800-250-5411.

FEES. You agree to pay the following fees.

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

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

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

D. A Transaction Fee for each Cash Advance (including any Access Check) 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 and a maximum of $50.

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.

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

ARBITRATION. The Agreement contains an arbitration provision that may substantially limit your right in the event of a dispute, including your right to litigate in court or have a jury trial discovery and appear 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 for Ace Hardware Corp.

This Privacy Policy describes our information collection and sharing practices. Please read it carefully. The Policy applies to current and former customers and applicants in their relationships with us relating to applicants and accountholders on consumer Ace Hardware Corp. Accounts, with GE Money Bank ("we" or "us").

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, to the extent permitted by law, with the following types of third parties: (these examples are not intended to be all-inclusive):

- **The Retailer Associated With the Account and its Affiliates,** for use in connection with the 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 your application or Account and perform other Program functions or for other purposes permitted by law. They may use their affiliates, licensees, or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers,** (including our affiliates) to assist us in evaluating applications, and 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.
- **Our Affiliates, who are other companies in the General Electric Company corporate family ("GE Family"),** 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. And, subject to your right to opt out, our 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 Retailer, to financial services providers offering products such as insurance, mortgages or loans, and nonfinancial 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 1-877-283-8389 or write to us at P.O. Box 6160, Rapid City, SD 57709-6160. If you have previously informed us of your preference, you do not need to do so again.**

Please do not share information about me with companies outside the GE Family, other than with the Retailer (if any) and its affiliates for use in connection with the Program and as otherwise permitted by law. Please do not share information you use to determine my eligibility for credit with companies within the GE Family. Please do not allow companies within the GE Family to solicit me for products and services based on transaction, experience or credit eligibility information they receive from you.

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, if any, associated with the Account, joint marketing partners and service providers as described in this policy, and as otherwise permitted by law. And we may continue to share information that identifies you, and information about your transactions and experiences with us, with companies within the GE Family.
- 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 our 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 we provide 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 consumer Accounts of GE Money Bank for the Programs listed above and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices in connection with the Programs listed above.

ACCOUNT SECURITY PROGRAM
Summary of Terms

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

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

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

COST: The monthly fee for the Program is $1.50 per $100 of the average daily balance of your Account as provided in the Program Agreement. The fee is subject to change upon notice to you as required by law.

PROTECTIONS FOR YOU: The outstanding balance on your Account, as of the date of the Covered Event, **up to $10,000,** is cancelled under the terms of the Program Agreement for the following Covered Events:

INVOLUNTARY UNEMPLOYMENT: You must be involuntarily unemployed for at least 90 consecutive days. Unemployment for which you had notice within 90 days prior to enrollment in the Program or which begins within 60 days after enrollment in the Program is not covered. You must have been employed full-time in a non-seasonal occupation as of the date of involuntary unemployment, be eligible for state unemployment benefits and register within 15 days of the unemployment for work at a recognized employment agency. Unemployment caused by the following reasons is also excluded: (a) your voluntary forfeiture of employment, salary, wages or other employment income; (b) your resignation; (c) your retirement; (d) your involuntary termination of employment as the result of willful or criminal misconduct; (e) scheduled termination of your employment pursuant to an employment contract; (f) termination of seasonal employment; (g) your imprisonment; or (h) a reduction in number of hours worked that does not result in total elimination of employment income.

LEAVE OF ABSENCE: You must be on an unpaid employer approved leave of absence for at least 90 consecutive days. A leave of absence within 60 days after enrollment in the Program is not covered. You must have been employed full-time in a non-seasonal occupation as of the date the leave began.

DISABILITY: You must be disabled for at least 90 consecutive days. Disability caused by the following reasons is excluded: (a) normal pregnancy or childbirth; (b) an intentionally self-inflicted injury, whether you are sane or insane; (c) flight in non-scheduled aircraft; (d) war, declared or undeclared, including any act of war; or (e) foreign travel or residence.

HOSPITALIZATION: You must be hospitalized while under continuous care by a physician for at least 14 consecutive days. Hospitalization caused by or resulting from the following reasons will not be covered: (a) normal pregnancy or childbirth; or (b) an intentionally self-inflicted injury, whether you are sane or insane.

NURSING HOME CARE: You must be confined to a licensed nursing home while under continuous care by a physician for at least 14 consecutive days.

LOSS OF LIFE: You die.

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

HOW TO CLAIM BENEFITS: You may obtain a form to request debt cancellation by calling toll free at 1-866-846-6991 or by writing to Account Security, P.O. Box 39, Roswell, GA 30077-0039. You must also provide documents described in the Program Agreement for a particular Covered Event. In addition, you agree to provide any additional information or documents reasonably requested by Bank in connection with our review of your request for debt cancellation.

ADDITIONAL IMPORTANT DISCLOSURES:

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