

Peavine Finance Program

Program Highlights

Interest is Credit Driven (10.65% - 22.75%)

No Money Down

No Annual Fees

No Pre-payment Penalty

Fast Credit Decision

Application Process

Please fill-out the credit application and attach a copy of your driver's license. Fax both of these items to PEAVINE FINANCE at **(877) 320-7456** (fax cover sheet not required) or email documents to apply@peavinefinance.com. Applications are accepted 24/7 but will be processed Monday – Friday, 8:00 AM to 5:00 PM PST. For any additional questions, please email us at finance@peavinefinance.com or call during normal business hours PST at (775) 229-8171 to speak with a Service Representative.

Approval Process

After your documents have been received by our office the completed application is processed immediately. A Customer Representative will contact the applicant within ONE business day (excluding weekends & holidays). Once approved an "Authorized Notification Form" will be emailed or faxed to the applicant.

When the signed and dated "Authorized Notification Form" & "Driver's License" is returned to PEAVINE FINANCE via fax at **(877) 320-7457** or email to order@peavinefinance.com, your ionizer(s) will be shipped to you within 48 hours.

A minimum requirement to apply is 620 FICO Score.

Please note that during the application process, a number of factors will be taken into consideration. The minimum requirement above is intended as a guide. Therefore, there is no guarantee that applicants that meet all of the minimum requirements will be approved for financing.

Payment Schedule

Nevada	Neptune JP101	Venus JP107	Melody JP104	Orion JP109	Aquarius JP108	Delphi
Unit Price	\$975.00	\$1,075.00	\$1,395.00	\$1,795.00	\$1,795.00	\$2,645.00
*Nevada Tax (7.725%)	\$75.32	\$83.04	\$107.76	\$138.66	\$138.66	\$204.33
**Admin Fee	\$303.00	\$303.00	\$328.00	\$353.00	\$353.00	\$403.00
Loan Amount	\$1,353.32	\$1,461.04	\$1,830.76	\$2,286.66	\$2,286.66	\$3,252.32
***Estimated Monthly Payment	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$106.00

ALL OTHER STATES	Neptune JP101	Venus JP107	Melody JP104	Orion JP109	Aquarius JP108	Delphi
Unit Price	\$975.00	\$1,075.00	\$1,395.00	\$1,795.00	\$1,795.00	\$2,645.00
**Admin Fee	\$303.00	\$303.00	\$328.00	\$353.00	\$353.00	\$403.00
Loan Amount	\$1,278.00	\$1,378.00	\$1,723.00	\$2,148.00	\$2,148.00	\$3,048.00
***Estimated Monthly Payment	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$99.00

*Tax rates subject to change without notice.

**Non refundable fee once loan has been approved & order processed.

***Estimated payment only, based on 3.25% of balance or \$75. Actual payment may vary.
Terms (months to pay off) will vary depending on unit order and APR.

Peavine Finance Platinum Account Application

Drivers License #	State	Expiration Date
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Applicant Name – (Please Print)

First Name	Middle Init.	Last Name	Date of Birth	Social Security No.
Present Address	City	State	Zip	How Long? Yrs. Mon.
Mailing Address (If Other)	City	State	Zip	How Long? Yrs. Mon.
Previous Address (If less than 2 years at present address)	City	State	Zip	How Long? Yrs. Mon.
Circle Type of Home OWN RENT	Rent/Mortgage Payment \$	Email Address*	Home Phone	Cell / Other Phone
Present Employer	Employee Verification Phone	Employer Address		
Occupation / Title	How Long?	Supervisor Name	Gross Yearly Income**	Gross Monthly Income**
Previous Employer (If less than 2 years)	Previous Employer Phone:		How Long?	
Name of Nearest Relative NOT Living With You	Relationship		Phone	

Ionizer (Delphi, Aquarius, etc.)	Unit Cost	State Tax (NV ONLY)	Administration Fee	Total Financed
	\$ +	\$ +	\$ =	\$

IMPORTANT – The above shaded fields must be complete before we can process your application. See payment schedule.

Do you want to add an authorized user? Yes / No

First Name	Last Name	Relationship
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By signing below, I represent that I am at least 18 years of age and that the information I have supplied on this application is true and correct. I agree that I am applying to World Financial Network National Bank (WFNNB) for a credit account for personal, family or household use. I agree that a credit report may be obtained and used in making the credit granting decision. I agree to be bound by the terms of the attached Revolving/Credit Card Agreement.

X _____
APPLICANT'S SIGNATURE DATE

The information described in the attached Finance Agreement is accurate as of November 1, 2008. This information may have changed after that date. To find out about changes in the information, call us at 1-866-397-7159 (TDD/TTY 1-800-695-1788), or write us at World Financial Network National Bank, PO Box 182273, Columbus, OH 43218-2273.

IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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. California Residents: If you are married, you may apply for a separate account. New York Residents: A consumer credit report may be ordered in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. 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. Rhode Island And Vermont Residents: A consumer credit report may be ordered in connection with the processing of an application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, World Financial Network Bank, unless the Bank, 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 Bank is incurred.

*By providing your email address, you consent to receive commercial emails from World Financial Network National Bank for solicitation, advertising and promotional offers related to your Financial Credit Card Account. You also consent for World Financial Network National Bank to share your email address for service and product offers. ** You do not have to tell us about alimony, child support, separate maintenance income or additional income unless you want us to consider them when we review your application.

ACCOUNT INFORMATION: (OFFICE USE ONLY)	Account Number: _____ Credit Limit: _____ APR: _____	TO SUBMIT FOR FUNDING, Fax <u>only</u> the application AND a copy of your Drivers Licenses to 1-877-320-7456
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FINANCE AGREEMENT

This is your Agreement with World Financial Network National Bank. It covers the use of your credit account with us. This Agreement may include information about promotional Credit Plans. Any information about such Plans will be included in the form of an insert, attachment, or other written information provided as part of or with this Agreement. Please read this Agreement and keep it for your records.

1. DEFINITIONS In this Agreement, "We," "Us," and "Our" mean World Financial Network National Bank. "You" and "Your" mean each person who signs an application for, or otherwise requests, a credit card account with us. "Account" means your credit card account with us. "Card" means each credit card we issue to you for your Account. "Credit Plan" means one or more payment program options that may ask us to offer from time to time. You agree that at any time for any reason we may reissue a Card to you and/or may ask you to return any or all Cards.

2. YOUR PROMISE TO US

A. You agree to the terms of this Agreement. You promise to do everything this Agreement requires of you. You will be legally bound by this Agreement if you sign an application to obtain credit from us, or if you sign a charge slip, or if you use or permit someone else to use the credit provided. Further you understand and agree that: Bank's relationship with you is solely one of Account Provider/Accountholder; Bank is not liable for any negligence or other acts of any Provider of medical goods or services contemplated under this Account; Bank is not liable for the quality of any good or service purchased using the Account; Bank is not affiliated with any provider of medical goods or services; Bank does not endorse any provider, good or service; Bank does not provide, nor does its extension of credit constitute, medical or other type of advice or counsel.

B. If the Account is a joint Account, you and the joint Account holder each will be bound by this Agreement and each of you will be jointly and individually responsible for repaying all amounts due under this Agreement.

C. Any authorized user of your Account will, by such use of the Account, be bound by the terms of this Agreement. If you want to cancel the authorized or permitted use of your Account by another person, you may either write us at the address or call us at the telephone number shown on your Statement. You must obtain, cut in half and return the Card in such authorized users possession to us. You understand and agree that we will be unable to determine whether any particular transaction on your Account has been conducted by you, your joint Account holder or the authorized user or if the transaction by the authorized user was indeed authorized by you or made for your benefit. You agree to pay for all transactions made on your Account by an authorized user whether or not such transactions were in fact duly authorized by you or made for your benefit.

D. If you fail to comply with any of the terms of this Agreement, we may declare all amounts you owe to be immediately due and payable, prohibit further transactions on your Account, cancel the Cards, and revoke any privileges associated with the Card or your Account.

3. SIGN THE CARD For your own protection, please sign the Card before using it. Your signature on the Card is not a prerequisite to your obligation to pay amounts incurred on your Account.

4. METHOD OF PAYMENT You agree to pay your Account by sending your personal check or money order, payable in U.S. dollars, to the name and address shown on your Statement. You must include your payment stub. Do not send cash. If any payment does not conform to these requirements, the payment may not be credited to your Account for up to five days, or may be rejected. Any check marked "payment in full" or with similar terms must be sent to a separate address specified on your Statement. We can accept such checks or late or partial payments without losing our right to receive the full amount owing on your Account.

5. LOST OR STOLEN CARD If a Card is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a Card without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Until you do, you may have to pay (up to \$50.00) for purchases made by anyone who used the Card without your permission.

6. CREDIT PLANS Your Account may consist of a non-promotional Credit Plan and one or more promotional Credit Plans. We may offer different promotional Credit Plans from time to time. If a promotional Credit Plan is offered at the time you open your account, this Agreement will include information about the terms for the Plan (which may include the Daily Periodic Rate, the ANNUAL PERCENTAGE RATE, and/or the minimum payment amount), by use of an insert, attachment, or other written information provided as part of or with this Agreement. Normal late payment charges, returned check charges and all other provisions apply to any promotional Credit Plan unless inconsistent with a particular Credit Plan offering. The promotional Credit Plan period will end and the promotional Credit Plan balance will be transferred to your non-promotional Regular Revolving balance if any of the following occurs:

1.The promotional Credit Plan purchase is not paid in full before the promotional period ends; 2.For any Plan in which payments are required, if you fail to pay, when required, two consecutive Regular Revolving and /or required promotional plan payments; 3.For any Plan in which payments are not required, if you fail to pay, when due, three consecutive Regular Revolving payments and / or required promotional plan payments; 4.You do not comply with the terms of this Agreement. (Please also see the Penalty Rate section of this Agreement for additional terms related to missed payments.)

The types of Credit Plans offered and the particular features (including but not limited to minimum purchase requirements, Minimum Payment, etc.) of such Credit Plans may vary from time to time at our discretion and may include one or more of the following: **Regular Revolving or Promotional Credit Plans.** The **Regular Revolving Credit Plans** are your non-promotional purchases using the Card. The **Promotional Credit Plans** may include: **Waive Interest, Payment Required; Waive Interest , Equal Payment; Waive Interest, Defer Payment; Defer Interest and Payment; Defer Interest, Equal Payment; Defer Interest, Payment Required, Low APR, Equal Payment .** (Please see section 14 for explanation for how Finance Charges are calculated for each Plan.)

7. SKIP - PAYMENT OPTION At our sole option, we may allow you to skip making the Minimum Payment for certain Billing Periods. During any skip-payment period a Finance Charge will be assessed but no late fee will be imposed. At the end of any skip-payment period, the Minimum Payment terms of this Agreement that would have applied, were it not for the skip-payment feature, will automatically resume without notice.

8. CREDIT LIMIT Your Credit Limit is the total maximum amount we allow you to owe us at any time. You may not exceed any credit limit that we set for your Account. If you attempt to use the Account for more than your Credit Limit, we may, in our sole discretion, authorize any such transactions. If we authorize a transaction that exceeds your credit limit, you agree that you owe us the amount of such transaction and any Finance Charge and other charges. We may authorize such a transaction without giving up any of our rights under this Agreement. We may change your Credit Limit at any time.

9. HOW YOU CAN CANCEL YOUR ACCOUNT You (either of you if more than one) may cancel your Account at any time. Cut each Card in half and send us the pieces with a letter telling us you want to cancel your Account. This includes each Card you gave to others. Even if you cancel your Account, you still must pay the full amount you owe us and comply with the terms of this Agreement.

10. WE HAVE THE RIGHT TO CANCEL YOUR ACCOUNT We may cancel your Account at any time for any reason. We also may cancel any of the Credit Plans at any time for any reason. Any Card issued for your Account must be cut in half and the pieces sent to us if we ask. This includes each Card you gave to others. **You cannot use a Card after we ask you to return it.** You still must pay the full amount you owe us and comply with the terms of this Agreement.

11. PAYMENTS; MINIMUM PAYMENT You agree to pay all amounts due on your Account. **You may pay all of your Account balance at any time without penalty.** You must pay us at least the Minimum Payment Due for each Billing Period by the Payment Due Date shown on your Statement. The Minimum Payment Due on your Account will be the total of the minimum payments for the Regular Revolving and Promotional Credit Plans (as described above in Section 6), plus any past due amounts and fees. The minimum payments for the Regular Revolving Credit Plan and the Promotional Credit Plans that require a payment (except for Waive Interest, Equal Payment and Defer Interest, Equal Payment) will be either (whichever is greater): (a) \$75.00; or (b) 3.25% (rounded to the nearest \$1.00) of the New Balance shown on your Statement for that Credit Plan.

The minimum payment for the Waive Interest, Equal Payment and the Defer Interest, Equal Payment Credit Plans will be the amount of the purchase divided by the number of months between the date of the purchase and the promotional period end date (minimum \$75.00) rounded up to the nearest whole dollar. If your Account balance is less than \$75.00, you must pay your Account balance in full. Your Statement will tell you how much your Minimum Payment must be.

12. APPLICATION OF PAYMENTS. You agree that we are authorized to allocate your payments in a way that is most favorable and convenient for us. Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of Finance Charges on your Account.

13. STATEMENTS; BILLING PERIODS If your Account has a balance, we will send you a Statement at the end of each Billing Period. We send only one Statement for your Account. Billing Period means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement. We may change your Billing Period at any time as permitted by law.

14. FINANCE CHARGES

A. If you make a purchase under a Regular Revolving Credit Plan, no Finance Charges will be imposed in any Billing Period in which (i) there is no Previous Balance or (ii) payments received and credits issued by the Payment Due Date, which is 25 days after the Statement Closing Date shown on your last Statement, equal or exceed the Previous Balance. If the New Balance shown on your last Statement is not satisfied in full by the Payment Due Date shown on your last Statement, there will be a Finance Charge on each purchase from the later of the date of purchase or the beginning of the Billing Period in which the purchase is posted to your account.

B. If you make a purchase under any of the following Promotional Credit Plans: Waive Interest, Payment Required; Waive Interest, Equal Payment and Waive Interest, Defer Payment, we will not charge Finance Charges on the purchase if you pay the total amount of the purchase before the end of the promotional period. If you do not pay the total amount of the purchase before the end of the promotional period, we will add the amount of the purchase to your Regular Revolving balance and will begin to charge Finance Charges on the purchase from the first day after the promotional period ends. For any Waive Interest Plan that ends due to one of the reasons listed in Section 6, we will add the remaining amount of the plan to your Regular Revolving balance and will begin to charge Finance Charges. If you make a purchase under a Defer Interest, Payment Required; Defer Interest, Equal Payment or Defer Interest and Payment Credit Plan, we will add the amount of Finance Charges that have accrued from the date of purchase through and including the last day of the promotional period to your Regular Revolving balance if you do not pay the total amount of the purchase before the end of the promotional period. For any Defer Interest Plan that ends due to one of the reasons listed in Section 6, we will add the remaining amount of the plan and the amount of Finance Charges that have accrued from the date of purchase through and including the last day of the promotional period to your Regular Revolving balance. (Please also see the Penalty Rate section of this Agreement for additional terms related to missed payments.)

C. We figure Finance Charges on your Account separately for each Credit Plan. To determine your Finance Charge we apply a Daily Periodic Rate of **FINANCE CHARGE** as described below in Paragraph 14G. For each Billing Period, we use a "Daily Balance" to figure Finance Charges on your Account. The Daily Balances for the current Billing Period and the previous Billing Period are determined as follows (except that balances will be subject to the grace period described above in Paragraph 14.A):

1) Current Billing Period: (a) To get the Daily Balance for each day in the current Billing Period, we start with the beginning balance on your Account each day (including unpaid Finance Charges and fees). (b) We subtract any payments or credit adjustments and add any new purchases and debit adjustments posted as of that day. This gives us the "Partial Daily Balance" for the day. (c) We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate of Finance Charge to obtain the "Daily Finance Charge" for the day and add it to the day's Partial Daily Balance. This gives us the "Daily Balance", which will be the beginning balance for the following day.

2) Previous Billing Period: (a) To get the Daily Balance for each day in the previous Billing Period, we start with the beginning balance on your Account each day of the previous Billing Period (including unpaid Finance Charges and fees). (b) We subtract any payments or credit adjustments and add any new purchases and debit adjustments posted as of that day in the previous Billing Period. This gives us the "Partial Daily Balance" for the day. (c) We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate of Finance Charge to obtain the "Daily Finance Charge" for the day and add it to the day's Partial Daily Balance. This gives us the "Daily Balance" for each day in the previous Billing period. The daily balance is considered to be zero for each day of the previous Billing Period if a periodic Finance Charge was already imposed on purchases itemized on your previous Statement.

3) Finally, we add together the Daily Finance Charge for each day in the current Billing Period and the previous Billing Period to arrive at the total Account Finance Charge. This total is equal to the sum of the Daily Finance Charge calculations for each day of the current Billing Period and for each day of the previous Billing Period. This is referred to as "two-cycle average daily balance (including new purchases)" balance calculation method.

4) The front of your Statement will show an Average Daily Balance, which is the sum of the Average Daily Balances for the current Billing Period and the previous Billing Period. To calculate an Average Daily Balance we add together the Partial Daily Balance for each day in the Billing Period and divide by the number of days in the Billing Period.

D. The Index in effect for each Billing Period shall be the highest "Prime Rate" of interest as published in the "Money Rates" section of *The Wall Street Journal* for the calendar month preceding the month in which the Billing Period begins, rounded upward, if necessary, to the nearest .001% ("Index").

E. Penalty Rate. If you fail to pay all or part of your Minimum Payment Due (as described in Section 11) by the Payment Due Date shown on your Statement for two consecutive Billing Periods, we may apply a penalty Annual Percentage Rate ("Penalty Rate") to the existing balance of your Account and to all new purchases beginning on the first day of the first Billing Period thereafter. The Daily Periodic Rate of **FINANCE CHARGE** for the Penalty Rate is **0.06846%** (corresponding **ANNUAL PERCENTAGE RATE** of **24.99%**). The Penalty Rate will apply to your Account until such time as any delinquency is cured and your account is kept in a current and satisfactory status for six (6) consecutive billing periods. On the seventh billing period the Penalty Rate will no longer apply and your Account will be subject to the Daily Periodic Rate of Finance Charge and corresponding Annual Percentage Rate as described in Section 14G.

F. We will charge you a minimum **FINANCE CHARGE** of **\$1.00** for any Billing Period in which a Finance Charge is due.

G. Annual Percentage Rates (Based on credit qualifications).

IF YOU HAVE BEEN ISSUED THE TIER SEVEN ACCOUNT: The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 4.90% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 10.65%. The maximum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.02917%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **10.65% IF YOU HAVE BEEN ISSUED THE TIER SIX ACCOUNT:** The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 7.00% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 12.75%. The maximum **ANNUAL PERCENTAGE**

RATE that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.03493%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **12.75% IF YOU HAVE BEEN ISSUED THE TIER FIVE ACCOUNT:** The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 7.00% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 14.75%. The maximum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.04041%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **14.75% IF YOU HAVE BEEN ISSUED THE TIER FOUR ACCOUNT:** The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 11.00% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 16.75%. The maximum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.04589%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **16.75% IF YOU HAVE BEEN ISSUED THE TIER THREE ACCOUNT:** The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 13.00% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 18.75%. The maximum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.05136%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **18.75% IF YOU HAVE BEEN ISSUED THE TIER TWO ACCOUNT:** The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 15.00% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 20.75%. The maximum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.05684%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **20.75% IF YOU HAVE BEEN ISSUED THE TIER ONE ACCOUNT:** The Daily Periodic Rate of **FINANCE CHARGE** applicable to your Account will be computed by adding a Margin of 17.00% to the value of the "Index" and dividing by 365. The minimum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 22.75%. The maximum **ANNUAL PERCENTAGE RATE** that may be imposed at any time is 24.99%. An increase or decrease in the Annual Percentage Rate will result in a corresponding increase or decrease in the amount of Finance Charge. Your monthly statement will disclose the applicable Annual Percentage Rate for the Billing Period. As of November 1, 2008, the initial Daily Periodic Rate of **FINANCE CHARGE** was **0.06232%**, and the corresponding initial **ANNUAL PERCENTAGE RATE** was **22.75%**

15. OTHER FEES AND CHARGES: You agree to pay the following fees and charges:

A. Late Fee.

If you do not pay us at least the Minimum Payment Due for each Billing Period or you pay it late, we can add a late fee to your Account. If your Account Balance is less than \$29.00 we will not charge a late fee to your account. If your account Balance is \$29.00 to \$1999.99 we will charge a late fee of \$29.00 to your account. If your Balance is equal to or greater than \$2000.00 we will charge a \$39 late fee to your account. Your payment will be late if we do not receive it by the Payment Due Date shown on your statement.

B . Returned Check Fee.

We can charge you \$25.00 each and every time any check issued by you as payment on your Account fails to clear and is returned unsatisfied. We can post the fee to your Account each time a check you issue is dishonored, even if such check is paid upon re-presentation. Although we may choose to do so, we do not have to attempt to collect any check more than once.

C. Document Fee.

If a copy of any Statement, charge slip or similar document is provided by us at your request (except in connection with billing error inquiries or resolution), we can charge you and post to your Account the following fee(s):

- Statement copy - \$6.00
- Charge slip copy - \$6.00
- Check/Money Order copy - \$6.00

D. Alternative Payment Method Fee.

We may offer alternative payment methods which would allow you to make individual payments to your Account over the telephone or through the internet. If you choose to use one of those payment methods, then we may assess the then current fee that we charge for this service. At present, that fee is up to \$15 for each payment made via telephone, but it may change. We will disclose the current fee to you (you may withdraw your request if you do not want to pay the fee) before you authorize any payment(s) through either of these alternative methods.

16. IMMEDIATE PAYMENT

We may tell you to pay the full amount you owe at once if you do not pay at least the Minimum Payment each time you receive a Statement. We will tell you in advance and/or give you an opportunity to cure your default only if applicable law requires us to do so.

17. ATTORNEY FEES AND COLLECTION COSTS

As permitted under applicable law, you agree to pay reasonable attorney's fees, expenses and court costs we incur in order to collect your Account or protect our rights under this Agreement.

18. CHANGES

We may add, change or delete any of the terms of this Agreement (including, but not limited to, Annual Percentage Rate and fees), at any time with or without notice, except as may be required by applicable federal and Ohio law. These additions, changes or deletions of terms will apply to new purchases and to all amounts you already owe us.

19. SECURITY INTEREST

You grant us a security interest in all goods that you purchase through the use of the Account now or at any time in the future and in all accessions to and proceeds of such goods. We hereby waive any security interest we may have in your principal dwelling to the extent that it would otherwise secure any obligation arising hereunder.

20. GOVERNING LAW

This Agreement and your Account is governed by Ohio and applicable federal law. This is the law we are speaking of when we refer to a term permitted or required by applicable law.

21. TRANSFER OF RIGHTS/ASSIGNMENT

Your rights under this Agreement cannot be transferred by you, by operation of law, or otherwise, but your obligations shall be binding upon your estate or personal representatives. We may transfer or assign your Account and/or this Agreement, or any of our rights under this Agreement, to another person or entity at any time without prior notice to you or your consent.

22. NO WAIVER OF RIGHTS

We can delay enforcing our rights under this Agreement without losing them.

23. SEVERABILITY

If any provision of this Agreement is in conflict with applicable law, that provision will be considered to be modified to conform with applicable law.

24. CREDIT REPORTS

You authorize us to obtain reports from consumer reporting agencies in connection with your application for credit, and subsequently in connection with any extension of credit, any request to increase your credit limit, any review, renewal or update of your Account, and any collection action on the Account, or dispute investigation regarding the Account. If you ask, we will tell you if we obtained a credit report, and we will give you the name and address of any consumer reporting agency that provided the report. You agree that we may furnish information concerning you and your Account to consumer reporting agencies and others who are permitted by law to receive it. You understand that we may report negative information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We also may provide information to the retailer whose name appears on your Card.

25. COMMUNICATION REGARDING ACCOUNT

You authorize us to contact you by telephone regarding your Account. You agree that such telephone calls may be automatically dialed and that a recorded message may be played. You agree that such telephone calls are not unsolicited telephone calls for purposes of any state or federal law.

26. TELEPHONE MONITORING As part of our continuing effort to maintain a high quality of service to our customers, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. Please inform all persons authorized to use this account, those acting on your behalf, or anyone making payments on this account, of this provision.

27. CUSTOMER CHANGES You must tell us at once if you change your name, address or employment. You may either write us at the address or call us at the telephone number shown on your Statement.

28. ARBITRATION OF DISPUTES

In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between you and us arising from or relating to your Card, your application or registration, the relationship that results or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or we may elect to resolve the claim or dispute by binding arbitration. IF EITHER OF YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDHOLDERS WITH RESPECT TO OTHER CARDS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

We will not invoke our right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000. Your Card involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act ("FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, either Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at www.jamsadr.com, toll-free at 1(800) 352-5267 or NAF at www.arb-forum.com, toll-free at 1(800) 474-2371. At your written request, we will advance any arbitration filing, administrative and hearing fees which you would be required to pay to pursue a claim or dispute as a result of our electing to arbitrate that claim or dispute. Send requests to World Financial Network National Bank, 3100 Easton Square Place, Columbus, Ohio 43219, Attention: General Counsel. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your and our combined court costs would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000.00 any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of the outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction. Our rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon our parent corporations, subsidiaries, affiliates (including, without limitation, Alliance Data Systems Corporation), predecessors, successors, assigns, as well as the officers, directors, and employees of each of these entities, and will also inure to the benefit of any third party named as a codefendant with us or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Card. This arbitration provision shall survive termination of your Card, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by use of your Card.

29. CUSTOMER SERVICE For credit card customer service call toll-free: 1-866-397-7159 (TDD/TTY 1-800-695-1788).

30. USING YOUR CREDIT CARD ACCOUNT. Your Account may be used to make purchases at participating providers and such other retailers as we may determine from time to time by notifying you via electronic mail, statement message, posting on a website or such other method as we may determine. We reserve the right not to honor particular transactions, which may include, without limitation, transactions related to gambling, ATM usage at casinos (if applicable through this program), and illegal activities.

NOTICE(S): FOR WISCONSIN RESIDENTS. If you are married, please contact us immediately upon receipt of this Agreement at 1-866-397-7159 (TDD/TTY 1-800-695-1788) and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

FOR BANKRUPTCY NOTIFICATIONS:

All bankruptcy notices and related correspondence to WFNNB should be sent to the following address: WFNNB, Bankruptcy Department, PO Box 182125 Columbus, OH 43218-2125

NOTICE OF REPORTING ERRORS.

If you believe the Account information being reported to a consumer reporting agency is inaccurate, you may write to us at the **Billing Errors** address below. Please specify in your letter the information that you believe is inaccurate.

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 (Statement) is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at PO Box 182782 Columbus, OH 43218-2782. 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 \$50.00 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 \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**WORLD FINANCIAL NETWORK NATIONAL BANK
CUSTOMER PRIVACY STATEMENT**

The following information applies to credit accounts you may have that are issued by World Financial Network National Bank.

At World Financial Network National Bank (referred to as "we" or "us") we are committed to providing you the finest products and the highest level of service. To accomplish this, we gather, use and share certain personal information. This Customer Privacy Statement describes the information we gather, with whom we share it and how and when you may direct us not to share certain information.

1. Our Personal Information Collection Practices.

We collect information about you from the following sources:

- Information we receive from you in various ways, including credit applications, registration and other forms or from the Internet, such as address, telephone number, e-mail address, social security number and date of birth;
- Information about your transactions with us, our affiliates, retailers or others, such as account balance, payment history and credit account usage;
- Information we receive from consumer reporting agencies (also known as credit bureaus), such as your credit score and credit history ("credit reports"); and
- Information we receive from our affiliates and from third parties, such as household demographics.

2. Our Personal Information Disclosure Practices.

We may disclose all of the information that we collect, as described in paragraph 1 above, subject to applicable law. We may disclose such information whether or not you are a current customer or former customer.

We may disclose information that identifies you, and information about your transactions and experiences with us, to our affiliates. We also may disclose to our affiliates your credit information from applications and credit reports ("credit eligibility information"), but disclosure of this credit eligibility information is subject to your right to opt out.

Our affiliates also may use your credit eligibility information from us, and your transactions and experiences with us, to send you marketing solicitations about their products and services, but this marketing use is subject to your right to opt out. In addition, we may disclose information about you to nonaffiliated third parties, subject to your right to opt out of this disclosure, including:

- Financial service providers, such as insurance companies and others;
- Non-financial companies, such as retailers (other than the retailer(s) where you may make purchases using your credit account opened by us), direct marketers, publishers and others; and
- Others, such as non-profit organizations. Even if you do decide to opt out of this third-party disclosure, we still may disclose all of the information about you we collect to nonaffiliated third parties as permitted by law, such as responding to government requests, and as described in paragraph 3.

3. Disclosure to Service Providers or Joint Marketers.

We may disclose all of the information about you we collect to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements and to the retailer(s) where you may make purchases using your credit account opened by us.

4. Opt Out Procedures.

You have the right to opt out of the disclosure of certain information as described in this Customer Privacy Statement. Specifically, you may opt out of the following:

- Disclosure of your credit eligibility information to our affiliates;
- Disclosure of your credit eligibility information, or your transactions and experiences with us, to our affiliates for their use in marketing their products and services to you; and
- Disclosure of nonpublic information about you to nonaffiliated third parties (other than as permitted by law or as described in paragraph 3). If you wish to opt out of all of these disclosures, you may do so by calling us toll-free at 1-800-220-1181 (TDD/TTY 1-800-695-1788).

5. Important Facts about Your Choices.

- For joint accounts, an opt out made by one of the joint accountholders will apply to all of the joint accountholders on the same account.
- Please allow several weeks for your opt-out request to take effect.
- Your election to opt out will remain in effect until revoked by you in writing.
- We also will continue to share nonpublic information about you with nonaffiliated third parties as permitted by law and as described in paragraph 3, including sharing your information with the retailer(s) where you may make purchases using your credit account opened by us.

6. Data Security Procedures.

We restrict access to information about you to those persons who need to know that information in connection with providing products or services to you. We maintain physical, electronic and procedural safeguards to guard your information.

7. Changes to this Statement.

We may make changes to this Customer Privacy Statement at any time and will provide you with any notice of such changes as required by law. This statement replaces any other statements about our customer information practices.

8. Compliance with State Laws.

We also will comply with more restrictive state laws to the extent that they apply. For example, if your billing address is in Vermont, we will not disclose information about you to nonaffiliated third parties or your credit eligibility information to our affiliates, other than as required or permitted by law, unless you authorize us to do so.

9. Telephone Monitoring.

As part of our continuing effort to maintain a high quality of service to our customers, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. Please inform all persons authorized to use this account, those acting on your behalf, or anyone making payments on this account, of this provision.

10. Effective Date.

This Customer Privacy Statement is effective as of April 1, 2007 and until changed by the bank. WORLD FINANCIAL NETWORK NATIONAL BANK - Columbus, Ohio