

REVOLVING CREDIT AGREEMENT
(NY Residents: RETAIL INSTALMENT CREDIT AGREEMENT)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR
OPENING A NEW 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, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

SUMMARY OF CREDIT TERMS	
Interest Rates and Interest Charge	
Annual Percentage Rate (APR) for Purchases	27.74% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about the factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Penalty Fees - Late Payment - Returned Payment	\$15.00 \$20.00

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

How We Will Calculate Your Balance: We use a method called “Daily Balance”. The “Daily Balance” is determined by taking the opening balance of the account for that specific day and (1) adding any new purchase(s) made that day, and any fees incurred on that day and (2) subtracting any payments or credits applied that day.

Margin, Annual Percentage Rate (“APR”) and Daily Periodic Rate (“DPR”)			
Rate	Margin	APR	Current DPR
Purchase Rate	23.74%	27.74%	0.076%

Variable Rate: Your Periodic Rate and corresponding APR will change if the Prime Rate changes. Your APR and corresponding DPR will vary with the market based on the Prime Rate. The “Prime Rate” is the highest bank prime loan rate published by The Wall Street Journal in its Money Rates Section on the 25th day (or next business day if the 25th is not a business day) of the calendar month preceding the first day of the billing period. To calculate the Annual Percentage Rate, we take the Prime Rate and add the Margin stated above. If the Periodic Rate and corresponding Annual Percentage Rate increase, your interest charges will increase and your minimum payment may be greater.

- 1. Definitions:** In this Revolving Credit Agreement (“Agreement”), the word “Account” refers to the account established by Brand Banking Company, a Georgia state-chartered bank (“Bank”) that is the subject of this Agreement. The words “you” and “your” refer to each individual who signs the Application for the Account and who, either on his own or her own or with another individual is authorized to use the Account. The words “we” “us” and “our” refer to Bank, and any person to whom an outstanding balance under this Agreement is transferred, assigned or pledged.
- 2. Promise to Pay:** In return for extending credit to you on this Account from time to time, you agree to pay for all purchases you charge on this Account, and all other charges mentioned in this Agreement, including the Summary of Credit Terms above, according to the terms of this Agreement. When you sign the Application for this Account, you will be agreeing to everything written here. Therefore, before you sign the Application, you should read this entire Agreement, which includes the disclosures required by applicable federal or state law. The information you provide on the Application that identifies you is incorporated in this Agreement by reference. This Agreement will not be effective until we approve your Application, and then, after that, only if you or someone authorized by you signs an Invoice or otherwise charges a purchase to this Account (in NY, the first date that you sign a sales slip or memorandum).
- 3. Using Your Account:** You may charge purchases to your Account (up to your credit limit) for up to 90 days from the date your account is approved. Thereafter, you must apply for additional credit. You may make payments on your Account at any time without penalty.
- 4. Grace Period/Cost of Credit:**
- A. Regular Terms:** Interest will be imposed at the Annual Percentage Rate (“APR”) shown on the Summary of Credit Terms above. The APR will vary with the market based on the Prime Rate. If you do not have a balance at the beginning of a cycle, interest is imposed at the beginning of the next cycle date following your purchase. If you have a balance at the beginning of a cycle, interest is imposed from the purchase date. However, you will avoid paying Interest if we receive your total outstanding balance on or before the due date shown on the statement for that cycle or if your Previous Balance is

zero or you have a credit balance.

- B. 180 Days Deferred Interest Period:** You may pay the original amount of a purchase in full within 180 days from delivery deferred interest period and pay no Interest. Interest accrues during the deferred interest period but is waived if the entire purchase balance is paid in full within 180 days. However, you must make all scheduled minimum monthly payments due in full and on time. If any required minimum monthly payment is not received by the due date shown on the statement, Interest will be applied to the purchase under the Regular Terms of Section 4A.
- C. Method of Computing Finance Charge:** We figure the Interest charge on your Account by applying the above stated Daily Periodic Rate to the “Daily Balance” of your Account. To get the “Daily Balance” we take the beginning balance of your Account each day, add any new purchases, and subtract all payments or credits. This gives us the “Daily Balance”.
- 5. Minimum Monthly Payment:** The Minimum Monthly Payment is the greater of \$75, or 5% of the total amount of each New Balance as of the current statement date, plus any non-interest costs or charges that accrued during a billing cycle.
- 6. Payment Allocation:** Subject to applicable law, we will apply the required total minimum payment to the balances on your account using any method we select. You may not tell us how to apply excess payments. Any additional payment in excess of the Minimum Payment will be applied to principal balance. This additional payment will not reduce or eliminate your next regularly scheduled payment. Any payment you make in excess of the required total minimum payment will be applied to the higher APR balances before the lower APR balances. Applicable law may require or allow us to apply excess payments in a different way under certain circumstances.
- 7. Timing of Payments:** You must pay the minimum payment by the due date on your billing statement by 6:00 p.m. ET for each billing cycle. Payments received after 6:00 p.m. may be reflected as received on the next business day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.
- 8. Default/Collection Costs:** Your account will be considered in default if (i) you fail to pay any minimum monthly payment within 60 days of when due; (ii) you file bankruptcy or insolvency proceedings; (iii) you become subject to attachment or garnishment proceedings; (iv) you give us any false information or signature; (v) you die; or (vi) you fail to comply with any portion of this Agreement. Subject to any right you may have under state law to receive notice of and to cure such default, if you default we may declare the entire unpaid balance on the Account and we may bring suit against you to collect the amount you owe, in addition to the full amount owed, subject to applicable law, and our court costs as may be awarded by the court.
- 9. Disputed Amounts:** We can accept late, postdated or partial payments without losing any of our rights under this Agreement. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by act on it. Except where such notice and opportunity is given, you may not hold us liable for full, “without recourse”, or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All communications concerning disputed amounts, including any check or other payment instrument in any amount less than the full amount due that you send to us marked “paid in full”, or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for customer service shown on the billing statement.**
- 10. Returned Payment Fee:** If any payment sent to us for payment on your Account is returned to us unpaid by the bank, we may charge you a Returned Payment Fee as provided in the Summary of Credit Terms above. You agree that we can add the Returned Payment Fee to the balance due on your Account.
- 11. Late Payment Fee:** If your minimum monthly payment is not received by us within 10 days after it is due, we will impose a Late Payment Fee in the amount provided in your Summary of Credit Terms Above. You agree that we can add Late Payment Fees to the balance due on your Account. In no event will your Late Payment Fee exceed your minimum payment due.
- 12. Canceling or Limiting Your Credit Authorization:** As permitted by applicable law, we have the right at any time to limit or terminate the use of your Account and raise or lower your credit limit without giving you notice in advance. Some purchases will require our prior authorization, in which case you may be asked to provide identification. If our authorizations system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if this happens. We are not responsible for the refusal of anyone to accept or honor an addition to this Account. In addition, even if you cancel the use of your Account, you are still responsible for any Account balances incurred by the authorized user that remain unpaid.
- 13. Voluntary Termination:** We will terminate your Account if two things happen: (1) You have paid off your account and it has a zero balance; and (2) You have not used any of your available credit on this account for 365 days after the account has a zero balance. No action is required to terminate your Account under these circumstances.
- 14. Changes In this Agreement:** We may change any term of this Agreement, including rate of Interest. We will furnish you notice of the change to the extent, if any, required by law. If not prohibited by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as to any subsequent transactions.
- 15. Credit Inquiries and Accurate Reporting:** You authorize us to obtain a credit report on you for any legal purpose in connection with this Agreement, including any update, credit increase request, extension of credit, review or collection of amounts due under this Agreement. If you request, we will tell you whether any report was requested, and if so, the name and address of the credit bureau furnishing the report. **Negative information may**

- be reported by us to the credit reporting bureaus in connection with your Account such as late payments, missed payments or defaults on your Account.**
- 16. Disputed Accuracy of Credit Report:** If you believe we have reported inaccurate information about you to a consumer reporting agency, please contact us at **Rooms to Go Loan Services, PO Box 29429, Atlanta, GA 30359. ATTENTION: DISPUTES.** When you notify us, identify the information in question and tell us why you believe it is inaccurate. If you have a credit report that includes the information that you believe to be inaccurate, include a copy of that credit report.
- 17. No Waiver By Us:** You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Agreement without losing them. For example, and without limitation, you agree we may extend the time to make payments without extending the lime to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any charge or fee without losing our right to impose that charge or fee when it is due under this Agreement.
- 18. Telephone Monitoring/Recording:** In order to assure that you receive the best possible customer service and that our employees are complying with our policies and all applicable laws in their contacts with you, on occasion a second employee may listen to or record customer calls.
- 19. Change of Address and Governing Law:** You agree to notify us promptly in writing if you move. Until we receive written notice from you, or definitive proof of a new address, we will continue to send monthly statements and other notices to the address we have on file for this Account. **This Agreement and your Account are governed by the federal laws of the United States and, to the extent not preempted by federal law the laws of the State of Georgia (without regard to its internal principles of conflict of laws), whether or not you live in Georgia.** This Agreement is entered into between you and us in Georgia and we extend credit to you from Georgia.
- 20. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.
- What To Do If You Find a Mistake on Your Statement**
If you think there is an error on your statement, write to us at **Rooms to Go Loan Services, PO Box 29429, Atlanta, GA 30359. ATTENTION: CUSTOMER SOLUTIONS.** In your letter, give us the following information:
- Account information:* Your name and account number.
 - Dollar amount:* The dollar amount of the suspected error.
 - Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us:
- Within 60 days after the error appeared on your statement
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
- What Will Happen After We Receive Your Letter**
When we receive your letter, we must do two things:
- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
 - Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
- While we investigate whether or not there has been an error:**
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.
- After we finish our investigation, one of two things will happen:**
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
 - If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe by the date the payment is due.
- If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.
- Your Rights If You Are Dissatisfied With Your Credit Card Purchases**
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.
- To use this right, all of the following must be true:**
- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
 - You must have used your credit card for the purchase. Purchases made with cash

- advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing [or electronically] at: **Rooms to Go Loan Services, PO Box 29429, Atlanta, GA 30359**, email: service@greenskycredit.com.
- While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.
- 21. Entire Agreement:** This Agreement constitutes the final written expression of the credit agreement between you and us relating to your Account. We are not bound by any oral representations made or implied that are not directly reflected in this Cardholder Agreement. **A credit agreement must be in writing to be enforceable. Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend to renew such debt are not enforceable. To protect you (borrower(s)) and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may agree in writing to modify it.**
- 22. MILITARY LENDING ACT:** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents (“Covered Borrowers”). The provisions of this section apply to Covered Borrowers under the Military Lending Act. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at 877-266-2945.
- Statement of MAPR.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). **Oral Disclosures.** In order to hear important Military Lending Act disclosures and payment information provided in this Agreement, please call 877-266-2945.
- 23. State Law Notices:**
- CALIFORNIA RESIDENTS:** Interest is compounded on unpaid finance charges on Purchases.
- DELAWARE RESIDENTS:** Finance charges will be imposed in amounts or at rates not in excess of those permitted by law on the outstanding balances from month to month.
- FLORIDA RESIDENTS:** You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.
- MARYLAND RESIDENTS:** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.
- NEW JERSEY RESIDENTS:** Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.
- RHODE ISLAND RESIDENTS:** This is a NON-NEGOTIABLE CONSUMER NOTE.
- WISCONSIN RESIDENTS:** We will not charge you attorneys’ fees, court costs, or other collection costs incurred as a result of your default.
- MARRIED WISCONSIN RESIDENTS:** No provisions of any marital property agreement, unilateral statement under Section 766.59 or court decree under Section 66.70 will adversely affect 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 ask you to provide the name and address of your spouse.
- NOTICE TO THE BUYER:**
- DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
 - YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT.**
 - YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.**
- NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT**
- Borrower’s Signature:** Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.
- Borrower: Sign Here: _____ Date: _____
If not physically signed and dated above, see electronic signature
- Borrower: Sign Here: _____ Date: _____
If not physically signed and dated above, see electronic signature
- LENDER: /s/ Brand Banking Company, a Georgia state-chartered bank.
- NOTICE:**
- ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

FACTS	WHAT DOES BRANDBANK DO WITH YOUR PERSONAL INFORMATION?	
	Rev. October 2016	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: - Social Security number and Income - Account balances and Payment history - Credit history and Credit scores	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BrandBank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does BrandBank share?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		No
For our marketing purposes-- to offer our products and services to you		Yes
For joint marketing with other financial companies		Yes
For our affiliates' everyday business purposes-- information about your transactions and experiences		No
For our affiliates' everyday business purposes-- information about your creditworthiness		Yes
For our affiliates to market to you		Yes
For nonaffiliates to market to you		Yes
To limit our sharing	- Call toll-free 877-778-2710 - our menu will prompt you through your choice(s) - Mail the form below Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we provided or sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 770-963-9224	

Mail-in Form

Mark any/all you want to limit:

☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

☐ Do not allow your affiliates to use my personal information to market to me.

☐ Do not share my personal information with nonaffiliates to market their products and services to me.

☐ Do not share my personal information to market to me.

☐ Do not share my personal information with other financial institutions to jointly market to me.

Name

Address

City, State, Zip

Account Number

Mail to:

BrandBank

P.O. Box 1110

Lawrenceville, Ga. 30046

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- BrandBank is the trade name of The Brand Banking Company

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