If your financial institution does not honor the check or other payment instrument you give Morgan, or if Morgan must return a check because it is not signed or is otherwise in \$35.00. However, the actual fee assessed shall not exceed the amounts allowed by state law and may be less if determined appropriate by Morgan.

- 12. SECURITY INTEREST: Morgan has and will retain a security interest in all goods purchased form Morgan for all balances incurred through the use of the Card, until the New Balance is paid in full. We may charge a fee for filing a secustead of filing with public officials, we may charge a security interest non-filing fee to purchase security interest insurance from a third party insurer.
- 13. RESEARCH FEE: Should a duplicate sales slip or charge card statement be requested by me, that request will incur a service fee of \$3.00 per item. I will pay that \$3.00 fee wher the item(s) is ordered from Morgan. This fee may be waived if I can show documentation that the request is made for tax or legal purposes; and will be waived if Morgan was in error.
- 14. DELINQUENCY: As required by Utah Law, you are hereby notified that should your account become delinquent, a negative credit report reflecting on your credit records may be submitted to credit reporting agencies due to your failure to fulfill the terms of your credit obligation.
- 15. PAYMENT PROTECTION SUMMARY OF COVERAGE AND CHARGES: IMPORTANT INFORMATION
  ON OPTIONAL CREDIT INSURANCE PROGRAM LIMITATIONS, EXCLUSIONS AND COSTS: Upor acceptance of your enrollment, you will receive your Certificates and/or Policies indicating your effective date Eligibility, restrictions and exclusions vary by coverage and state. Read your Certificate and/or Policies carefull for full details. If you have other insurance that covers the same risks as described, you may not need or want to purchase this insurance. This credit insurance is optional. You are not required to purchase the insurance to obtain are subject to change. Rates disclosed are accurate as of the printing date of this disclosure. The underwriters referenced below reserve the right to modify the terms and conditions of the Certificate upon written notice and ubject to state regulations.

COVERAGE IS AVAILABLE IN: ID, MT, NV, OR, UT & WA

LIFE DISABILITY AND LINEMPLOYMENT COVERAGES APPLY ONLY TO THE PERSON WHOSE NAME APPEARS FIRST ON THE ACCOUNT.

NOTICE: THE INSURANCE MAY NOT BE ENOUGH TO COMPLETELY PAY OFF YOUR LOAN.

LIFE BENEFITS: If you die, Credit Life Insurance will par death, up to the Certificate maximum of \$10,000. Suicide is

DISABILITY BENEFITS: If you become totally disabled, Credit Disability Insurance will pay to the Creditor your minimum monthly payment on your account on the date of loss. Benefits begin after 14 consecutive days of disability and are retroactive to the first day of loss. Benefits will you return to work, you are no longer disabled, or you reach the Certificate maximum of \$10,000, whichever occurs first. Disability benefits are not payable for normal pregnancy in ID, NV, OR, UT; intentionally self-inflicted injures in ID MT, NV, OR & WA, or UT commission of felony acts in ID war or military service in MT, NV or WA; Foreign travel or residence in MT; flight in a non-scheduled aircraft in MT, NV or WA; elective surgery in NV, OR, UT or WA; or a defined

INVOLUNTARY UNEMPLOYMENT INSURANCE: Unemployment Insurance will pay to the Creditor you scheduled minimum monthly payment due on your account as of the date of loss, until your balance is paid off, you return to work, or you reach the Certificate maximum of \$10,000, whichever occurs first. Benefits begin after 30 consecutive days of unemployment and are retroactive to for a cause. Benefits are not payable on purchases of

Personal Property Collateral Insurance: If merchandise purchased on your account is damaged or destroyed by fire, flood, theft, or from other perils mentioned in your Certificate, Policy or in any Endorsements, the insurance will pay the Creditor the cost of repairing or replacing your merchandise. Coverage will not be provided against loss or damage caused by the insured's neglect to protect the property during and after any covered loss to the extent of the insured's neglect or to antiques or any unique articles. We do not insure the antiquity, uniqueness, aesthetic or

This coverage might duplicate existing coverages you have a residential property insurance policy. It applies to any item of covered property on which you owe a debt. This coverage is primary, so it is the first source to be used in the event of a loss on property i covers. You may cancel this coverage at any time by calling the insurer at the toll free number provided to

The premium charges for this coverage is based on your entire outstanding balance, but the coverage only applies to tangible personal property purchased on an open-end credit account. Services, meals or other consumables, entertainment, finance or service fees loan interest, delivery charges, or other insurance premiums, which may be part of your outstanding balance, are not covered. Therefore, you may be paying premiums on items not covered under your Policy/Certificate.

GENERAL PROVISIONS: Maximum entry age in all states monthly premium charged to your account will be: \$1.449 in ID; \$1.429 in MT; \$.908 in NV\*; \$1.370 in OR;

rate specified in your agreement with the Creditor. You represent that you are currently employed and working

\$1.373 in UT; \$1.264 in WA per \$100 of your outstanding balance. The cost of credit insurance will be financed at the

at least thirty (30) hours per week, unless unemployed due to a seasonal layoff.

Credit Life and Credit Disability Coverages are underwritte by American Republic Insurance Company in ID, MT and UT, and Life of the South Insurance Company in NV, OR and WA. Credit Involuntary Unemployment and Personal Property Collateral Protection Coverage are underwritten by Lyndon Southern Insurance Company. The Underwriting Companies are referred to in this Summary as "Company and/or "insurer" and their Administrative Office is located at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, Florida, 32256. The creditor has a financial interest in the sale of this insurance. Coverages are only available as a package, unless otherwise indicated herein. If you cancel within 30 days of receiving your Certificates and/or Policies we will refund your premium. Insurance and cost disclosures are accurate as of the printing date.

Each insurer is solely responsible for the financial obligations of its policies.

where you may elect to purchase the package, personal property collateral insurance only (monthly premium charge to your account will be \$.525 per \$100 of your outstanding balance), or the combined Credit Life, Credit Disability and Credit Involuntary Unemployment coverage at a rate of \$.383 per \$100 of your outstanding balance.

This insurance product is not a deposit, nor is it insured Agency. We may not condition your extension of credit on either: your purchase of an insurance product from us or a prohibition on your obtaining insurance from an unaffiliated

**16.** PRIVACY NOTICE: At Morgan Jewelers, we appreciate the trust that clients place in us and we recognize the importance of protecting the confidentiality of non-public personal information that we have in our possession. The information is used to ensure accuracy in reporting and record keeping to carry out requested transactions. Keeping this information secure is a top priority of Morgan Jewelers and in keeping with recently adopted regulations; we share our Privacy Policy for our retail customers.

This privacy policy applies to consumers who currently have an open account with Morgan Jewelers. We will provide our Privacy Policy to consumers when they open a new account and annually after that. If we change this Privacy Policy, you will be notified in advance.

We obtain the following kinds of non-public personal infor-

- · Information we receive from you on applications or other forms, such as your name, address, or social security Information about your transactions with us such as your
- account balance and payment history; and
- cies that has been supplied by credit reporting compa-

The non-public personal information that is obtained is safeguarded in accordance with our internal policies and procedures. These policies permit only those employees who need to know the information in order to perform their duties to have access to customer's non-public personal information We maintain physical, electronic and procedural safeguards designed to comply with federal standards to guard client's

We do not disclose non-public personal information about you to anyone, except as permitted by law.

Even if you are no longer a Morgan Jewelers customer, our Privacy Policy will continue to apply to you.

This Privacy Policy applies to non-public personal information about individuals who obtain financial products or services primarily for personal, family or household purposes We reserve the right to change this Privacy Policy, and any of the policies described above, at any time

17. YOUR BILLING RIGHTS: Keep this Document for Future This notice tells you about your rights and our responsibili-

ties under the Fair Credit Billing Act. What To Do If You Think You Find A Mistake On Your

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

Salt Lake City LIT 84145

(You may also contact us on the Web: credit@morganjewelers.com)

In your letter, give us the following information:

Account information: Your name and account number.

Dollar amount: The dollar amount of the suspected error.

<u>Description of problem:</u> If you think there is an error on your bill, describe what you believe is wrong and why you believe

· Within 60 days after the error appeared on your state-

 At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay

### What Will Happen After We Receive Your Letter

have already corrected the error.

When we receive your letter, we must do two things: 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill

# While We investigate whether or not there has been an

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that
- · 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 balance against your credit

# After we finish our investigation, one of two things will

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that
- 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 re port you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning 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

# Your Rights If You Are Dissatisfied With Your Credit Card

If you are dissatisfied with the goods or services that you ave 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

To use this right, all of the following must be true: 1. The purchase must have been made in your home state

or within 100 miles of your current mailing address, and

(Note: Neither of these are necessary if your purchase was based on an advertisement that we mailed to you, or if we own the company that sold you the goods or

- Purchases made with cash advances from an ATM or with a check that accesses your credit card account do
- 3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisied with the purchase, contact us in writing (or electronically) at: Morgan Jewelers

Salt Lake City, UT 84145 credit@morganjewelers.com

P.O. Box 45820

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.

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### ENROLLMENT FORM

By electing optional credit insurance, I understand that the insurance applied for herein is not compulsory, nor a condition precedent to any loan or credit transaction. I hereby state that I have been given the option to purchase such credit insurance or other insurance from any insurer or agent of my choice and that I freely choose these insurance companies and I understand that commissions may be paid to someone or some entity who is connected to this credit transaction and who is acting as an agent for the Company. I understand that the Certificate, or Notice of Proposed Insurance and its application, any endorsements and the Group Policy make up the entire contract. I acknowledge that I have received a copy of the Certificate, or Notice of Proposed Insurance for my records as part of this credit transaction.

I understand that the Company may void this Certificate or deny a claim if the Company finds within the first two (2) years of coverage (at any time in MT, NV, and OR), even when a claim occurs, that I have concealed or misrepresented any material fact in the application or proof of loss; or am guilty of fraud, attempted fraud, or false swearing relating to any matter of this insurance.

- NV: Life and Disability NOTICE: The benefits payable under this Certificate of Insurance may not completely pay off your loan. If the term of the loan is longer than the term of this Certificate of Insurance, the benefit is payable only if death or disability occurs during the term of this Certificate of Insurance. The benefits under this Policy are not payable for any period continuing after the date of termination specified in the schedule.
- NV, OR: I understand that no representation by the person offering this insurance may serve to waive, alter, amend, or otherwise change any of the insurability requirements, terms, provisions or conditions of the insurance contract. I understand that only an Officer of the Insurance Company, or its Administrator, in writing, may waive, alter, amend or otherwise change any of the insurability requirements, terms, provisions or conditions of the insurance contract.

I acknowledge the insurer, its affiliates, or its administrator, shall not assume any direct or indirect liability, suit, or judgment (Including attorney's fee and cost of defense or investigation related thereto) which arises as a result of the error, omission, misrepresentation, negligence, or failure of any entity, other than the insurer, its affiliates, or its' administrator, to comply with any Federal, State, Local or other Governmental Regulatory Agency's Law, Regulation, Statute or Ordinance.

I represent that I am under the age of 71 and I am currently employed and working at least thirty (30) hours per week, unless unemployed due to a seasonal lavoff.

Monthly premium charges are based on the account balance and the rate shown. I will receive notice of any rate increase. I may cancel at anytime. Please see the Summary of Coverages Disclosure provided to you.

# **NEVADA MANDATORY ARBITRATION PROVISION AUTHORIZATION**

Signature of Debtor

Name of Debtor

Name of Debtor

By my signature below, I hereby agree	ee to the Arbitration Provision contained in the attached Ce	ertificate.
Signature	Printed Name	Date
NV-MAPA		8/
☐ Yes, please enroll me in the O	HAVE READ THE ABOVE PARAGRAPHS.  ptional Credit Insurance Program. I have read the insura in the disclosure and understand that I am free to cancel a	•
☐ No, I do not desire to enroll in the	ne Optional Credit Insurance Program.	

Date of Birth

## FOR NEVADA CUSTOMERS SELECTING SEPARATE COVERAGES ONLY:

I WOULD LIKE TO PURCHASE Personal Property Collateral Protection insurance only o	n a standalone basis.
No, I do not want to purchase Personal Property Collateral Protection insurance.	
Signature of Debtor	Date

<u>-</u>		
I WOULD LIKE TO PURCHASE Credit Life. Credit Disability and Involuntary Unemployme	ent coverage	

_	I WOOLD LIKE TO I OROTINGE O	redit Life, e	or Care Disability	and involuntary	One inployment	ouverage.

	No, I do not want to purchase Credit Life, Credit Disability and Involuntary Unemployment coverage.
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Signature of Debtor	Date
Name of Debtor	Date of Birth

against

for the

Insurance Fraud Warning (ID, MT, NV, OR): Any person who, with intent to defraud or knowin an insurer submits an application or files a claim containing a false or deceptive statement is gu	•
Notice (WA): It is a crime to knowingly provide false, incomplete, or misleading information purpose of defrauding the company. Penalties include imprisonment, fines, and denial on Reorder # 14-024067-01	. ,

			•	/ /		+
Plan	Store #	Date (MM/DD/YY)	Joint Applicant's Signature	Date (MM/DD/YY)		Applicant's Signature
Account #	Associate #s	credit under the terms and conditions of the attached Retail Charge Agreement and is true and correct to the best of my knowledge. I understand that you may contact me at my cell phone number, including calls made for collecting my account. MY SIGNATURE MEANS THAT I HAVE READ AND AGREE TO THE TERMS OF THIS RETAIL CHARGE ACCOUNT AGREEMENT AND THAT I HAVE RECEIVED A COPY OF SUCH AGREEMENT AND AT ANY TIME I MAY PAY OFF THE FULL UNPAID BALANCE UNDER THIS CHARGE AGREEMENT. If I default on any provision, I agree to pay such costs and attorney fees as incurred.	credit under the terms and conditions of the attached Retail Charge Agreement and is true and correct to the best of my knowledge. I understand that you may contact me at n calls made for collecting my account. MY SIGNATURE MEANS THAT I HAVE READ AND AGREE TO THE TERMS OF THIS RETAIL CHARGE ACCOUNT AGREEMENT AND THAT I HA AGREEMENT AND AT ANY TIME I MAY PAY OFF THE FULL UNPAID BALANCE UNDER THIS CHARGE AGREEMENT. If I default on any provision, I agree to pay such costs and a	ement and is true and correct to TE READ AND AGREE TO THE TE CHARGE AGRE	s of the attached Retail Charge Agree t. My Signature Means That I hav Ny Pay off the full unpaid Balan	credit under the terms and condition calls made for collecting my accoun AGREEMENT AND AT ANY TIME I MA
	-	APPLICANT(S) SIGNATURE REQUIRED BELOW  NOTICE TO BUYER: IN SUBMITTING THIS APPLICATION, I AUTHORIZE YOU TO INVESTIGATE MY CREDIT RECORD. I hereby certify that the foregoing information is furnished to you for the purpose of obtaining	ECORD. I hereby certify that the foregoing	ELOW  TO INVESTIGATE MY CREDIT P	APPLICANT(S) SIGNATURE REQUIRED BELOW DTICETO BUYER: IN SUBMITTING THIS APPLICATION, I AUTHORIZE YOU TO INVE	APPLICANT(S) SIGN
PLU #s	Amount Requested	ome* Work Phone	sor Gross Monthly Income*	Supervisor	Time at Job (YY/MM)	Employer Name
Trade In	Total		\$	MM)	Time at Address (YY/MM)	Home Phone
POM Amount	Merchandise Amount	State Zip Code	Apt. # City		Address	Date of Birth (MM/DD/YYYY) ( )
Discover ————	□ AMEX □ Disc	Social Security Number		Last Name	Middle Initial La	First Name
D (check one)	Se 1					
						JOINT APPLICANT
listed above, record the address from the ID here:	listed above, record the	Home Phone	Relationship	City/State	Last Name	First Name
plicant's ID is NOT the sam	If the address on the app	Home Phone	Relationship	City/State	Last Name	First Name
Expiration Date of Photo	Photo ID State	Home Phone	Relationship	City/State	Last Name	First Name
						REFERENCES
		Home Phone	Relationship	Employer	Last Name	First Name
o ID (check one)	Joint Applicant Photo ID (check one)					
Other specify	□ MasterCard □ Visa □ AMEX □ Discover	this obligation.	*Note: Alimony, child support or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis for paying this obligation.  RECIPIENT	be disclosed if you do not wish	parate maintenance income need not	*Note: Alimony, child support or sep
eck one)	Applicant Second ID (check one)					
		Department	Position			Employer Adddress
If the address on the applicant's ID is NOT the sam listed above, record the address from the ID here:	If the address on the aplisted above, record the	ome* Work Phone	sor Gross Monthly Income	Supervisor	Time at Job (YY/MM)	Employer Name
		00 ( )	\$ 			Email Address (Optional)
ssociate #)	ID Verified by: (Initials Associate #)					
			Housing Status:		Time at Address (YY/MM)	Home Phone
Expiration Date of Photo	Photo ID State	isc.   Checking Account  Savings Account	□ Buver/Owner □ Rent/Lease □ Other/Misc.			

### **IMPORTANT: MORGAN JEWELERS CREDIT ACCOUNT DISCLOSURES**

Annual Percentage rate (APR) for Purchases	12% to 24.99% Based on credit worthiness.
Paying Interest	We will begin charging interest on each purchase from the date the purchase is posted to your account
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the Federal Reserve Board website at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .
Fees	
Minimum Finance Charge	\$2.00
Account Set up fee	\$12.00
Penalty Fees:	
Late Payment	Up to \$35.00
Returned Payment	Up to \$35.00

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement

### CREDIT CARDHOLDER AGREEMENT AND TRUTH-IN-LENDING STATEMENT

I. AS THE CARDHOLDER, THE PERSON TO WHOM A MORGAN JEWELERS CREDIT CARD (THE "CARD") IS IS SUED, AGREE WITH MORGAN JEWELERS ("MORGAN") AS

- 1. To be bound by all of the terms of the Utah Consumer Credit Code; by the conditions contained herein; and by any revision or modification hereof made upon due notice. All provipersons or any authorized user of my Card (all of which are collectively referred to herein as "Authorized User")
- 2. Morgan may modify the terms and conditions of this Agreement at its election by written notification as required by applicable law. Unless otherwise indicated in that Notice and as allowed by applicable law, all such changes will apuntil subsequent notice of revisions.
- 3. To incur no charges in excess of the credit limit specifically authorized and designated by Morgan. Any extension of and in such amounts as shall conform to the terms of this
- 4. Morgan may, at any time, with or without cause, and without in any way affecting my obligations to Morgan, cancel any and all credit privileges available to me or any Authorized User and revoke the Card. The Card is and remains Morgan's property. I will surrender or cause to be surrendered all Mor gan Cards to Morgan representatives on demand. Cards
- 5. In the event of (a) my failure to pay when due any minimum under or through use of the Card, or (b) my breach of any promise or agreement contained herein, or (c) commence ment of bankruptcy, insolvency or any adverse change in my financial condition which Morgan reasonably deems material and which would adversely affect my ability to make required payments, or (d) my failure to supply Morgan any of my financial information required by or reasonably requested by Morgan under this Agreement, Morgan may de clare the entire amount of the outstanding balance of the Card account due and payable at once. I agree to pay reasonable collection costs and attorneys' fees incurred in collecting amounts due.
- 6. To pay to Morgan in U.S. Dollars at such place and time as forgan designates, and in accordance with billing made by Periodic Statements, the total amount of indebtedness i curred through the use of Card by me or any Authorized User, including applicable finance charges.
- 7. To pay monthly, until coverage(s) are terminated by a writing from me received by Morgan, the amount posted to my Card account, as a "Purchase," for the monthly premium charge(s) for the Credit Life, Total Disability, Property, Leave of Absence and/or Involuntary Unemployment Insurance coverage's I previously elected to purchase in connection
- 8. A finance charge shall be imposed under the following con-
- Merchandise/Services ("Purchases"): Unless specifically otherwise provided below, finance charges will accrue on each purchase from the date the purchase is posted to your account. You will pay a monthly finance charge on the average daily balance of your unpaid purchases
- 9. The total amount of interest charges for a billing period will be calculated as follows:
- (1) Purchases We figure the Interest Charge on your ac count by applying the periodic rate to the Average Daily Balance of your account. To get the Average Daily Bal-

ance we take the beginning balance of your Regular Plan account each day, add any new purchases and subtract any payments or credits. This gives us the daily balance (any unpaid finance charges incurred during that billing period are not included in the daily balance Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in th billing cycle. This gives us the "Average Daily Balance, which is also called the "balance subject to interest rate on your monthly statemen

- ) Promotional Plans We figure the Interest Charge or your account by applying the periodic rate to each Promotional Plan Average Daily Balance. These are spe-Charges are accruing but will be waived provided (i the balance for the Promotional Plan is paid in full by the Promotion Expiration Date as specified on the front of your billing statement, and (ii) you do not default be fore the Promotional Plan has been paid in full.
- To get the Promotional Plan Average Daily Balance, we take the beginning balance of each Promotional Plan account each day and subtract any payments or credits applicable to that Plan. This gives us the daily bal ance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us each Promotional Plan Average Daily Balance. Each Promotional Plan Aver age Daily Balance and the periodic rates applicable to it are shown on the front of your billing statement
- (3) The sum of the amounts determined under (1) and (2) above is your Interest Charge on purchases. The Deferred Interest Charge, if any, determined under (2) above is accumulated from billing cycle to billing cycle and posted to your Account as Deferred Interest Charges only if the applicable Promotional Plan has not been paid in full by the Promotion Expiration Date or if you default under the Credit Cardholder Agreemen before the Promotional Plan Transactions have been
- Grace Period: When Periodic Interest Charges Begin to Accrue. Your due date is at least 27 days after the close of each billing cycle. Morgan will not charge you any interest on the first purchase made on an account if you pay you entire balance by the due date stated in the billing state ment following the first purchase. Otherwise, and for subsequent purchases not on a promotional plan, interest charge will be assessed on each purchase from the date of the trans action. If during the previous billing cycle you paid in full by the payment due date, then in the current billing cycle for the first purchase you will have an additional interest-free period on the amount paid by the Payment Due Date. Under certain promotional plans that may be offered from time to time, interest charges may be waived under the specific terms that will be provided at or prior to the time of purchase unde such promotional plan

Application of Payment: Payments in the amount of the minimum payment will be allocated to the total Minimum Payment Due and payments in excess of the minimum paymen will be applied according to applicable law, including provi-

- 10. The method of determining the amount of the Finance Charge shall be as follows
- Purchase balance: The "average daily balance" of each day of the billing period is multiplied by the daily periodic rate of 0.0685% which is an ANNUAL PERCENTAGE BATE of 24.99%. The total of each daily calculation for the billing period is the Finance Charge amount shown in the Periodic
- 11. MINIMUM MONTHLY PAYMENT: I agree to pay at least the minimum periodic payment shown on the monthly statement on or before the Payment Due Date shown on that state ment. The minimum monthly payment is based on the high est New Balance on my account occurring at any time dur-

ing the term of my card account. I understand this means that the minimum monthly payment will not decrease even though the New Balance may decrease

I. The minimum monthly payment will be figured according to the Morgan Payment Plan number which will be determined and agreed at the time any purchase is made on this account. The minimum monthly payment is calculated by dividing the highest New Balance amount on the account by the agreed Plan number. After calculation, the minimum monthly payment amount will be rounded up to the next

A. \$493.00 balance divided by 8 = \$61.63 minimum payment - rounded up to \$65.00 per month.

PI AN 12 B. \$493.00 divided by 12 = \$41.08 minimum payment – rounded up to \$45.00 per month.

A multiple number of plans are available. If a plan number is to calculate the amount of the minimum monthly payment.

### PROMOTIONAL PLANS

At our sole discretion, we may offer you promotional terms for a new purchase. Any promotion will be subject to the terms of the promotional offer and this agreement. Below is a description of some of the promotional terms that we may offer from time to time at our sole discretion. Promotional plans may require a down payment, a minimum purchase amount, a minimum payment, and will have stricter credit vorthiness requirements

A. No interest plans, if any single purchase is designated

- as purchased under a no interest plan, you will pay no interest if the promotional purchase is paid in full in the nated promotional time period (which may be 6 months, 12 months, or another period specified in the promotion). If the promotional purchase balance is not paid in full by the end of the designated promotional pe riod, or if we do not receive the required minimum payment by the regular payment due date shown on the monthly statement, interest will be charged to your account at the regular APR of 24.99% from the promotiona purchase date. Making only the minimum required payment on the plans listed below will not pay the promoonal balance in full by the end of the promotional pe riod. The required minimum payment for the promotional balance will be calculated based on the following plans:
- a. PROMO 612, the new balance will be divided by 12 and rounded up to the pearest \$5.00 increment. The new balance must be paid in full within 6 months of the promotional purchase date
- b. PROMO 012, the new balance will be divided by 18 and rounded up to the nearest \$5.00 increment. The new balance must be paid in full within 12 months of the promotional purchase date.
- c. PROMO 246, the new balance will be divided by 24 and rounded up to the nearest \$5.00 increment. The new balance must be paid in full within 6 months of

## Reduced Interest Plan

- a. PROMO 24I, to calculate the interest on this pro motional plan we take the "average daily balance" of each day of the billing cycle and multiply it by the laily periodic rate of 0329% which is an ANNI IAI PERCENTAGE RATE OF 12.00%. If we do not receive the required minimum payment by the regular payment due date shown on the monthly state nent, the promotional APR will return to the regular APR of 24.99%
- b. PROMO MP1, MP2, MP3 OR MP4, these promotional plans are reserved for active military person nel and have strict credit worthy requirements. If applying for one of these plans a separate account disclosure statement will be given to you at the time of application. These plans offer extended terms and special interest rates outlined in the account disclosure. If we do not receive the required minimum payment by the regular payment due date shown n the monthly statement, the promotional APR will return to the regular APR of 24.99%

The minimum periodic payment amount will not decrease during the term of this Card account but may increase to the amount established by additional notice(s) to me from Morgan in the event, due to additional and subsequent purchases under the Card account, the New Balance of the Card account increases one or more times to a point that moves the New Balance amount in any of the other Plans shown on

If the New Balance does not exceed \$30.00, only the New Balance is payable and is shown as the Minimum Payment Due I may pay the total amount due which is shown as the New Balance, or I may pay any additional amount I wish over the Minimum Payment Du

Any required minimum periodic payment not received and posted by Morgan by the 27th day of the month in which that minimum periodic payment was billed shall be subject to a late charge of up to \$35.00 However, the actual late charge assessed shall not exceed the amounts allowed by state law and may be less if determined appropriate by Morgan.