

*P r e f e r r e d*  
**customer**  
a p p l i c a t i o n  
a g r e e m e n t

Imagine Floors Design Center

107 Ranch Rd 620 S., Ste 117

Lakeway TX 78734

(512) 250-9135

Fax 250-9136



Where Great Floors Begin



**CREDIT APPLICATION**

SELLER: \_\_\_\_\_ Store # or Location \_\_\_\_\_ Salesperson # \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_ Account # \_\_\_\_\_ Approval # \_\_\_\_\_

**PLEASE PRINT CLEARLY. COMPLETE ALL BLOCKS AND SIGN APPLICATION. Any married applicant may apply for a separate account.**

APPLICANT'S NAME (FIRST, MIDDLE, LAST)		SOCIAL SECURITY # - -		DATE OF BIRTH / /		# DEPENDENTS	
STREET ADDRESS							
CITY		STATE		ZIP CODE		HOME PHONE ( )	
PREVIOUS ADDRESS (if less than 2 years at current address)							
CITY		STATE		ZIP CODE		HOME PHONE ( )	
EMPLOYER		POSITION (Job title, if military, rank)		HOW LONG yrs mos		WORK PHONE ( )	
PREVIOUS EMPLOYER (if less than 2 years at current employer)		POSITION (Job title, if military, rank)		HOW LONG yrs mos		WORK PHONE ( )	
OTHER INCOME: <b>Income from alimony, child support, or separate maintenance payments need not be disclosed if you do not wish to have it considered as a basis for repaying this obligation.</b> \$ _____ Per _____ Source: _____						HAS APPLICANT EVER DECLARED BANKRUPTCY: <input type="checkbox"/> Yes <input type="checkbox"/> No	
APPLICANT: <input type="checkbox"/> Rents <input type="checkbox"/> Owns/Buying						APPLICANT HAS: <input type="checkbox"/> Checking Acct(s) <input type="checkbox"/> Savings Acct(s)	
LANDLORD/MORTGAGE HOLDER		MONTHLY RENT OR MORTGAGE PAYMENT: \$ _____		IF APPLICANT OWNS OR IS BUYING: CURRENT HOME VALUE: \$ _____ MORTGAGE BALANCE: \$ _____			
Complete co-applicant information if you are a MARRIED WISCONSIN RESIDENT or INDIVIDUAL CREDIT (but relying on income of another)							
CO-APPLICANT'S NAME (FIRST, MIDDLE, LAST)		SOCIAL SECURITY # - -		DATE OF BIRTH / /			
CURRENT STREET ADDRESS (Check if same as applicant <input type="checkbox"/> )				CITY		STATE	
				ZIP CODE		HOME PHONE # ( )	
CO-APPLICANT'S EMPLOYER		POSITION (Job title, if military, rank)		WORK PHONE ( )		HOW LONG yrs mos	
						SALARY: \$ _____ Per _____	
NEAREST RELATIVE NOT LIVING WITH YOU: (RELATIONSHIP, NAME, ADDRESS, CITY, STATE, ZIP, PHONE)							
<p>FAIR CREDIT REPORTING ACT NOTICE TO CUSTOMER: Buyer's credit application will be submitted for consideration to CitiFinancial Retail Services Division of Citicorp Trust Bank, fsb or one of its affiliates, Home Office, 300 St. Paul Place, Baltimore, MD 21202.</p> <p>Notice to Applicant: A consumer report may be requested with the processing of your credit. Upon request, you will be informed whether or not a consumer report was requested and, if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of credit or collection.</p> <p>I/We authorize you to investigate credit and employment history and understand that if I/we do not qualify for the requested amount, you may consider me for a lesser amount.</p>							
<p><b>IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT CITIFINANCIAL RETAIL SERVICES DIVISION OF CITICORP TRUST BANK, FSB</b></p> <p>To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person that opens an account. What this means for you: when you open an account, we will ask for your name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires us to obtain. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.</p>							
<p>If this application is approved you agree to all the terms and conditions of the attached Agreement (Form 23855 (11/04)), which are incorporated herein by reference.</p> <p><b>NOTICE TO THE BUYER: 1. SEE TOP OF ATTACHED AGREEMENT FOR THE RATE, FEES AND OTHER INFORMATION APPLICABLE TO YOUR ACCOUNT. 2. DO NOT SIGN THIS APPLICATION BEFORE YOU READ THE ATTACHED AGREEMENT OR IF IT CONTAINS ANY BLANK SPACES. 3. YOU ARE ENTITLED TO A COMPLETELY FILLED IN AND EXACT COPY OF THE AGREEMENT WHEN YOU SIGN THIS APPLICATION. 4. IF THIS APPLICATION IS SIGNED BY THE APPLICANT AND CO-APPLICANT, YOU ACKNOWLEDGE THAT YOU INTEND TO APPLY FOR JOINT CREDIT. 5. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. 6. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE. 7. SERVICE CHARGES (FINANCE CHARGES) NOT IN EXCESS OF THOSE PERMITTED BY LAW MAY BE CHARGED ON THE OUTSTANDING BALANCES FROM MONTH TO MONTH. 8. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE PROPERTY YOU BOUGHT UNDER THIS CONTRACT. 9. IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT THAT IS OUTSTANDING WILL BE FURNISHED UPON REQUEST. 10. THE ATTACHED AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF VARIOUS CLAIMS AND CONTROVERSIES.</b></p> <p><b>BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND RECEIVED A COPY OF THE AGREEMENT BEFORE MAKING ANY PURCHASES UNDER THIS ACCOUNT AND THAT NO PERSON HAS ASSISTED YOU IN ARRANGING THIS FINANCING.</b></p>							
<p><input type="checkbox"/> <b>BUYER'S RIGHT TO CANCEL: IF THIS BOX IS CHECKED, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE SEPARATE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.</b></p>							
<p><b>CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.</b></p>							
<p><b>X</b> _____ Signature of Applicant Date</p> <p>Driver's License # _____</p>				<p><b>X</b> _____ Signature of Co-Applicant Date</p> <p>Driver's License # _____</p>			

**REVOLVING CREDIT AGREEMENT AND DISCLOSURE STATEMENT**

This is your Agreement with CitiFinancial Retail Services  
 Division of Citicorp Trust Bank, fsb, Newark, Delaware.  
 Please Read This Agreement And Keep It For Your Records.

<b>Annual Percentage Rate (APR) For Purchases</b>	<b>23.99%</b>
<b>Daily Periodic Rate</b>	0.065726%%
<b>Other APRs</b>	Default Rate: 26.99% *See explanation below
<b>Grace Period For Repayment Of Balances For Purchases</b>	None
<b>Method Of Computing The Balance For Purchases</b>	Average Daily Balance (including new purchases)
<b>Annual Fees</b>	None
<b>Minimum Finance Charge</b>	\$.50
<b>Late Payment Fee: \$29</b> <b>Return Instrument Fee: \$20 (charged once per instrument returned)</b>	

\*If you fail to make two consecutive Minimum Payments Due and are 30 days past due, you will no longer be eligible for the Standard Rate above, and your total Account Balance will be subject to the Default Rate.

- 1. GENERAL:** Each person signing the application for a credit account ("Account") applies for an Account with CitiFinancial Retail Services Division of Citicorp Trust Bank, fsb, Newark, Delaware (the "Bank"), and may receive one or more credit card(s) bearing the name and/or logo of the merchant referenced on the credit application completed in connection with this Agreement, to be used in connection with the Account. The word "Card" means any credit card(s) issued to you or an authorized user of your Account. In this Agreement, the words "you" and "yours" refers to all persons named on the credit application and the words "we", "us" and "our" refers to the Bank or its successors or assigns. If we approve your application to open an Account, we will extend credit so that you may purchase goods and services for personal, family and household purposes from merchants which honor the Card or your Account.
- 2. ACCEPTANCE OF AGREEMENT:** The use of your Account or Card by you or anyone whom you authorize or permit to use your Account or Card means you accept and agree to terms of this Agreement.
- 3. PROMISE TO PAY:** You agree to pay us for all purchases, advances made on your Account, applicable Finance Charges and other charges or fees under this Agreement, including but not limited to, late payment fees, returned instrument fees, credit insurance charges, and debt cancellation fees, if any, incurred by you or anyone you authorize or permit to use your Account or Card, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. If your Account is a joint account, you and your joint Account holder each agree to pay and are jointly and individually responsible for all amounts owed on your Account; this means that we may collect these amounts from each of you or from all of you. Payments are to be made in U.S. Dollars.
- 4. BILLING STATEMENT:** We will send you a billing statement periodically (normally monthly) after each billing cycle in which you have a balance in excess of \$1.00. The billing statement will show all purchases, Finance Charges and other charges or fees, including credit insurance if applicable and debt cancellation if applicable, and all payments and other credits posted to your Account during the billing cycle. The billing statement will show the amount owed on your Account. The total amount owed is called "New Balance" on your billing statement subject to the terms of special Credit Plan purchases, if any, as indicated below. Payments are due at our offices on or before the Payment Due Date shown on your billing statement.

- 5. CREDIT PLANS:** In addition to purchases that accrue Finance Charges and require minimum payments as described below, the following special Credit Plans may be offered from time to time only as specified on the sales slips honoring the Card or your Account or indicated on the periodic billing statement: NO PAY (Delayed Payment) - No minimum monthly payment will be due until the payment due date of the billing cycle following the expiration of the delayed payment period, with Finance Charges accruing from the date of purchase. NO INTEREST (Waived Finance Charges) - No Finance Charges will accrue on the purchase until the day following the expiration of the "no interest" promotional period, with minimum monthly payments due each billing cycle. NO INTEREST/NO PAYMENT (Waived Finance Charges/Delayed Payment) - No minimum monthly payments will be due and no Finance Charges will accrue on the purchase until the expiration of the deferred period. SAME AS CASH - Finance Charges will accrue on the purchase from the date of purchase and minimum monthly payments will be due each billing cycle. If, however, you pay the cash sales price of the purchase by the promotion expiration date as indicated on your billing statement, no Finance Charges will be due on the purchase. NO PAY/SAME AS CASH (Delayed Payment/Same as Cash) - Finance Charges will accrue on the purchase from the date of purchase but no minimum monthly payments will be due prior to the promotion expiration date as indicated on your billing statement, and if you pay the cash sales price of the purchase by the promotion expiration date, no Finance Charges will be due on the purchase. FREE FINANCING (Waived Finance Charges/Payment Required) - We will not add Finance Charges on your purchase for a specific period of time assuming you make the required minimum payment and the account is paid as agreed; if a balance remains after the term of the specified period expires, Finance Charges are assessed at the rate disclosed in this Revolving Credit Agreement. REDUCED RATE - A reduced rate Finance Charge will be applied to the balance attributable to the purchase until the expiration of the reduced rate period or payment in full of the reduced rate balance, whichever occurs first. INTRODUCTORY PLAN - Finance Charges will accrue on the purchase from the date of purchase. The same amount of payment will be due for a certain number of months, after which the minimum monthly payment will be due each billing cycle. All purchases that do not fall under one of the special Credit Plans described above are referred to as Regular Plan Purchases. You can obtain more information about the availability of the Credit Plans from the merchant who honors this Account. We may cancel the availability of any of the Credit Plans at any time for any reason.
- 6. MINIMUM PAYMENT DUE:** You agree to pay us at least the Minimum Payment Due reflected on your statement. If you wish, you may pay more than the Minimum Payment Due and at any time you may pay the entire amount due. All payments, except disputed payments, must be mailed or delivered to us at the address shown on your monthly billing statement. Disputed payments including those which indicate that the payment constitutes "payment in full" of the amount owed must be mailed or delivered to the address shown on your monthly statement. The Minimum Payment Due will be the total of the minimum payments required for each Credit Plan, plus any amount past due, plus 3.0% of fees outstanding. Each purchase is considered a separate Credit Plan. The minimum payment for each Credit Plan that requires minimum payments, (excepting the Free Financing Credit Plan) is the greater of \$15 or 3.0% of the amount of your purchase that you financed, (excluding Finance Charges, late payment and returned instruments fees). The minimum payment on the Free Financing Credit Plan is determined by dividing the purchase balance equally over the agreed term to provide equal monthly payments. For the No Pay, No Interest/No Payment, and No Pay/Same As Cash Credit Plans, if you do not pay the full amount financed before the promotion expiration date, and Finance Charges for the promotion period are applied to your account, a new minimum payment will be calculated after the promotion expiration date which is the greater of \$15 or 3.0% of the remaining balance of such Credit Plan including all finance charges and associated insurance premiums and debt cancellation fees. The Minimum Payment Due is shown on your billing statement and is rounded to the next higher dollar. You agree that any payment may be returned to you if your check or other payment instrument is: (a) not drawn on U.S. Dollars on funds on deposit in the U.S.; (b) missing a signature; (c) drawn with different numeric and written amounts; (d) contains a restrictive endorsement; (e) postdated; (f) drawn on a credit account issued by Citicorp Trust Bank, fsb or its affiliates; (g) not paid on presentment. We can accept late payments,

partial payments or checks and payment instruments marked with words of condition or limitation, such as "payment in full," without losing any of our rights under this Agreement.

**7. APPLICATION OF PAYMENTS:** Subject to applicable law: (a) we will allocate Payments to amounts owed on your Account at our discretion; (b) we will allocate, at our discretion, the portion of the debt that is cancelled pursuant to any debt cancellation provision applicable to your Account; and (c) we may change at any time, and from time to time, the manner we allocate such Payments or the particular portion of such debt that is cancelled. Each such Payment will be applied as of the date we receive it.

**8. FINANCE CHARGES:** The Finance Charge is part of the interest on your Account. The Finance Charge for each billing cycle is computed by multiplying the "Average Daily Balance" by the applicable daily periodic rate times the number of days in the billing cycle. For all purchases except purchases under the Reduced Rate special Credit Plan, the daily periodic rate is **0.065726%** (corresponding **23.99% ANNUAL PERCENTAGE RATE**) (the "Standard Rate").

We may also offer one or more Reduced Rate special Credit Plans with applicable daily periodic rates as follows or as otherwise specified on the sales slip honoring the Card or your Account: **0.013671%** (corresponding **4.99% ANNUAL PERCENTAGE RATE**); **0.027370%** (corresponding **9.99% ANNUAL PERCENTAGE RATE**); **0.032849%** (corresponding **11.99% ANNUAL PERCENTAGE RATE**); or **0.041068%** (corresponding **14.99% ANNUAL PERCENTAGE RATE**). These reduced rates will apply only as specified on the sales slips honoring the Card or your Account, will apply only to the balance attributable to the purchase under the Reduced Rate special Credit Plan, and will apply only for the duration of the reduced rate period, after which the Standard Rate will apply.

We use the "Average Daily Balance" of each Credit Plan to calculate total Finance Charges on your Account. Finance Charges are calculated on each Credit Plan, and each purchase is considered a separate Credit Plan. We start with the beginning balance of each Credit Plan. We do not include unpaid Finance Charges or fees in the beginning balance. We subtract any payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing period and divide by the total number of days in the billing period. This gives us the "Average Daily Balance" of each Credit Plan. We then add together the Finance Charge amounts to get the total Finance Charge on the Account. In addition, if you make a purchase under a No Pay or a Reduced Rate Credit Plan, we will add the amount of Finance Charge that has accrued on the Average Daily Balance of the purchase from the date of purchase through and including the last day of the deferred period. We will charge you a minimum **FINANCE CHARGE** of **\$.50** for each billing cycle in which a **FINANCE CHARGE** is due.

Finance Charges for all purchases except special Credit Plan purchases begin to accrue on the date of sale unless delivery is more than ten (10) days after the date of sale, in which case such charges begin on the date of delivery. Finance Charges on No Pay purchases begin to accrue from the date of purchase. For No Interest purchases, the Finance Charge will accrue on the purchase as of the first day following the expiration of the "no interest" period indicated on the billing statement. On No Interest/No Payment purchases, Finance Charges will accrue from the first day after the deferred period ends. If the Same as Cash purchase and the No Pay/Same As Cash purchase balance is not paid in full upon expiration of the deferred period, the Finance Charge will be earned and added to the balance for that month. If the Free Financing purchase balance is not paid during the deferred period as scheduled, Finance Charges will be earned at the rate disclosed in this Revolving Credit Agreement and added to the balance for that month. **Reduced Rate - A reduced rate Finance Charge will be applied to the balance attributable to the purchase until the expiration of the reduced rate period or payment in full of the reduced rate balance, whichever occurs first.**

**9. CREDIT INSURANCE AND DEBT CANCELLATION:** If you elect any credit insurance coverage or debt cancellation in connection with your Account, you authorize us to charge the insurance premium or debt cancellation fee (as the case may be) to your Account on a monthly basis. You understand the amount of the insurance premium or debt cancellation fee (as the case may be) is based on the Balance of your Account outstanding at the end of each periodic billing cycle.

**10. CREDIT LIMIT:** You agree not to let the Account Balance, including

Finance Charges, exceed the credit limit established for you by us from time to time and shown on your billing statement. We do not have to honor any use of your Card or your Account which would cause you to exceed your credit limit, but if we do, you agree to repay the amount by which your credit limit is exceeded, plus Finance Charges immediately. We reserve the right to not increase your available credit by the amount of your Payment until ten (10) business days after receipt of such Payment.

**11. LATE PAYMENT FEE:** For each billing period in which we fail to receive payments or credits on your Account at least equal to the Minimum Payment Due on or before the fifth (5th) day following the Payment Due Date shown on your billing statement, you agree to pay us a **\$29** late payment fee.

**12. RETURN INSTRUMENT FEE:** If any check, other instrument, or direct debit for payment on your Account is dishonored or returned unpaid for any reason, you agree to pay a return instrument fee of **\$20**.

**13. CHANGE OF TERMS:** To the fullest extent permitted by applicable law, we may, at any time, and from time to time, amend this Agreement in any respect. Without limiting the foregoing, such amendment may change terms by the addition of new terms or by the deletion or modification of then-existing terms, whether relating to benefits or features of your Account or this Agreement, fees, the rate or rates of periodic interest, the manner of calculating periodic interest or outstanding unpaid indebtedness, the manner for amending the terms of this Agreement, arbitration or other alternative dispute resolution mechanisms, and/or other matters of any kind whatsoever. Any amendment may, on and after its effective date, apply to all then outstanding unpaid indebtedness in your Account, including any such indebtedness that arose prior to the effective date of the amendment. Any amendment that does not increase the rate or rates of periodic interest charged may become effective as determined by us. However, if any amendment will cause the rate or rates of periodic interest to increase, we will mail to you at the address shown in our records, at least 15 days before the effective date of such amendment, written notice of the amendment and the effective date. Any amendment that increases the rate or rates of periodic interest charged by us will become effective if you do not, within 15 days of our mailing notice of such amendment, furnish written notice to us that you do not agree to accept such amendment. Unless we notify you otherwise, use of your Account on or after the effective date of such amendment shall be deemed acceptance by you of such amendment even if you sent us notice that you did not accept the amendment. Notwithstanding the above provisions of this Paragraph 13, no notice required by this Paragraph 13 of an amendment shall be required and any amendment may become effective as of any mutually agreed date, with respect to any amendment that is agreed upon between you and us. If your Account is a joint account, any such amendment that is agreed to by one Accountholder shall bind both Accountholders.

**14. DEFAULT:** You will be in default under this Agreement upon (a) your failure to make at least the Minimum Payment Due when due, (b) your violation of any other provision of this Agreement, (c) your death, (d) your becoming the subject of bankruptcy or insolvency proceedings, (e) your becoming the subject of attachment or garnishment proceedings, (f) your supplying us with misleading, false, incomplete or incorrect information, or (g) our receipt of information that you are unable or unwilling to perform the terms or conditions of this Agreement. After default, all your Account Balances including special Credit Plan balances will accrue Finance Charges at the contract rate in effect at the time of default. Upon default, we have the right to (a) terminate your credit privileges under this Agreement, (b) cancel the terms of all special Credit Plans with the balances to be paid according to the standard terms in this Credit Agreement, (c) require you to pay your entire Account Balance including special Credit Plan balances, all accrued but unpaid Finance Charges and other charges provided for in this Agreement immediately, (d) cancel any credit insurance coverage applicable to your Account, and (e) bring an action or proceeding to collect all amounts owed. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorneys' fees, incurred by us to collect or enforce your indebtedness.

15. **CREDIT AUTHORIZATIONS:** Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If our authorization 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 any of these events happen. We are not responsible for the refusal of any merchant to accept or honor the Card or your Account.
16. **CHANGE OF NAME, ADDRESS, OR EMPLOYMENT:** You agree to give us prompt notice of any change in your name, mailing address, or place of employment. You agree that the Department of Motor Vehicles may release your residence address to us should it become necessary to locate you. We have the right to request and accept address corrections from the U.S. Postal Service.
17. **UPDATED FINANCIAL INFORMATION:** Upon request, you agree to promptly give us accurate updated financial information about yourself.
18. **LIABILITY FOR UNAUTHORIZED USE:** You may be liable for the unauthorized use of your Card or Account. You agree to notify us immediately upon learning of the loss, theft, or possible unauthorized use of your Card or Account. You will not be liable for unauthorized use that occurs after you notify us at **1-800-643-5607**, of the loss, theft, or possible unauthorized use of your Card or Account. In any case, your liability will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given authority to use the Card or Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the Card from the previously authorized user and return it to us at the address shown on your billing statement or the address indicated below, together with a letter explaining why you are doing so.
19. **LOST OR STOLEN CARD:** You agree to notify us immediately if your Card is lost or stolen, or if you think someone is using your Account without your permission. You may either write or call us at the address and phone number shown on your billing 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. In any such event, we reserve the right to require you to file one or more reports with the appropriate law enforcement authorities prior to our removal of alleged unauthorized charges made against your Account.
20. **CLOSING YOUR ACCOUNT:** We can terminate this Agreement at any time, and we can close or cancel your Account at any time. You (and if your Account is a joint account, either Accountholder) can close or cancel your Account at any time by notifying us in writing. If you or we close or cancel your Account or if we terminate this Agreement: (a) you will still be obligated for all amounts owed us according to the terms of this Agreement; and (b) Finance Charges will continue to accrue on your Account until your Account is paid in full.
21. **RETURN OF CARDS:** You agree to return your Card(s) (including Card(s) you gave to others) to us at any time we request.
22. **SECURITY:** To the extent permitted by applicable law, you grant us a purchase money security interest in all goods purchased with your Account now or at any time in the future and all proceeds of such goods. Payments will be applied as required by law. When sufficient payments are made to repay the portion of the Account balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice. We waive any security interest in your principal dwelling that we would otherwise secure any obligation hereunder.
23. **CREDIT INVESTIGATION AND REPORTING:** You agree that we may investigate your credit, employment and income records and verify your credit references and also may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account. We may inform the merchant of your line of credit on your Account. You authorize us to obtain a consumer report from consumer reporting agencies in considering this application, and for the purpose of an update, renewal, extension of credit, review or collection of your Account. If you ask whether or not a consumer report was requested, we will tell you and if we received a report, we will give you the name and address of the agency that furnished it.
24. **PRIVACY PRACTICES:** From time to time we may listen to or record telephone calls between you and us for the purpose of monitoring and improving the quality of services you receive.
25. **MISCELLANEOUS:** We will not lose any of our rights under this Agreement if we delay taking action or fail to exercise our rights and remedies for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement. We may sell, assign, or transfer your Account, or any portion thereof, and any of our rights under this Agreement without your consent or notice to you. You may not sell, assign or transfer your Account. If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.
26. **APPLICABLE LAW:** This Agreement and your Account will be governed by federal law, and applicable Delaware law, whether or not you live in Delaware and whether or not your Account is used in or outside Delaware. This Agreement is entered into in Delaware and all credit under this Agreement will be extended from Delaware.
27. **ARBITRATION:** Except as expressly set forth in this Paragraph, all claims or controversies between you and us (or the other persons and entities described below) based upon, arising under, or in connection with this Agreement shall be resolved by binding arbitration. This includes (but is not limited to) any claim or controversy relating to your Account or services that we or our affiliates offer in connection with this Agreement; any violation of any federal, state or local statute, rule, regulation, ordinance, or common law; or any claim or controversy involving or against any of our affiliates, successors or assigns and our and their officers, employees or agents. This arbitration provision is governed by the Federal Arbitration Act, not by any state arbitration statutes or rules. The arbitration shall be administered by JAMS under both its Financial Services Arbitration Rules and Procedures then in effect and this Paragraph. If there is any conflict between this Paragraph and the arbitration provisions in any other applicable agreement, or between this Agreement and JAMS' rules and procedures, the arbitration provisions in this Agreement shall control. You may obtain copies of the current rules of JAMS and forms and instructions for initiating an arbitration by contacting it as follows: JAMS, 1920 Main Street, Suite 200, Irvine, CA 92610 [Web site: [www.jamsadr.com](http://www.jamsadr.com)]. Each party is responsible for paying for its own attorneys' fees and witness fees, unless otherwise provided by law or by other terms of this Agreement. We will pay the fees of the arbitrator for the first day of the hearing unless you want to share with us equally such fees for such day. We will reimburse you or credit your Account for any portion of the fee for filing a demand for arbitration that you pay to the extent it exceeds \$125.00, if your claims are subject to arbitration and made in good faith. The arbitration shall be conducted in the county or parish of your residence, unless all parties agree to another location. The arbitrator shall not award damages, equitable relief or any other relief, for any person or entity who is not a party to the arbitration proceeding. The arbitrator will be restricted to resolving disputes between you, us, and the other parties covered by this arbitration agreement. Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with the claims or demands of other parties. The arbitrator's decision shall be final, binding and enforceable in any court having jurisdiction over the parties and the dispute. This arbitration provision shall survive any termination of this Agreement. Arbitration is not required to repossess or foreclose on collateral pledged to secure your Account. Also, neither you nor we are obligated to arbitrate: (i) any claim or controversy brought in and subject to the jurisdiction of a small claims court, so long as such matter remains in such court and advances only an individual (that is, a non-class, non-representative) claim; or (ii) any claim or controversy where all parties collectively (including multiple named parties) seek monetary relief in the aggregate of \$10,000 or less, including (but not limited to) compensatory, statutory and punitive damages, restitution, disgorgement, costs and fees (including attorneys fees). If you attempt to assert any claim or controversy on behalf of a putative class of persons, the amount of the damages you seek shall be

deemed to exceed \$10,000. If any party fails to specify the amount being sought for any relief, or any form or component of relief, the amount being sought shall be deemed to exceed \$10,000 for purposes of the above exception.

**28. REFINANCING:** You understand that the overall cost of refinancing a purchase balance into a new loan account may be greater than the cost of keeping the existing purchase balance and obtaining a separate loan for any additional funds you wish to borrow.

The information about the costs associated with your Account described in this Agreement is accurate as of November 1, 2004. This information may be changed after that date. To find out what may have changed, write to us at CitiFinancial Retail Services, P.O. Box 22060, Tempe, AZ 85285-2060.

**NOTICE TO CALIFORNIA RESIDENTS:** California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. Regardless of your marital status, you may apply for credit in your name alone.

**NOTICE FOR NEW YORK RESIDENTS:** You may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods by calling 1-800-518-8866.

**NOTICE TO MARRIED WISCONSIN RESIDENTS:** No provision of any marital agreement, unilateral statement or court decree under Wisconsin's Marital Property Act adversely affects our rights with respect to your account, unless, before we extend credit to you, you provide us with a copy of it, or we have actual knowledge of the adverse provision when the obligation is incurred. You must provide the joint applicant information because, when credit is granted, we must give notice to a spouse who is not a co-applicant.

**NOTICE TO OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit readily 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.

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

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

**Notify Us In Case of Errors or Questions About Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill or to CitiFinancial Retail Services, P.O. Box 22060, Tempe, AZ 85285-2060. 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 that amount 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

Privacy Notice is on the next page.

the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with a credit card or your account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### **Our Privacy Notice**

Keeping customer information secure is a top priority for all of us at CitiFinancial Retail Services Division of Citicorp Trust Bank, fsb. We are providing you this privacy notice to help you understand how we handle the personal information about you that we collect and may disclose. This notice tells you how you can limit our disclosure of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we indicate otherwise.

#### **Our Policies and Practices to Protect Your Personal Information:**

We protect personal information we collect about you by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law. Third parties who have access to personal information must agree to follow appropriate standards of security and confidentiality.

We train people who work for us how to properly handle personal information and we restrict access to it. As a customer, you can rely on the Citigroup Privacy Promise for Consumers that is followed by the Citigroup family of companies. You will receive this Privacy Promise soon after your account is opened.

#### **Categories of Personal Information We Collect And May Disclose:**

The personal information we may collect about you comes from various sources including:

- Information we receive from you on applications or other forms, such as name, address, social security number, telephone number, income, and occupation.
- Information about your transactions with us, our affiliates, or nonaffiliated third parties, such as account balances, payment history, and account activity.
- Information we receive from a consumer reporting agency, such as your credit bureau reports and other information relating to your creditworthiness.
- Information we receive about you from other sources, such as your employer and other third parties.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

#### **Categories of Affiliates To Whom We May Disclose Personal Information:**

Our affiliates are the family of companies controlled by Citigroup, Inc. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, securities and insurance. Our affiliates do business under names that include Citibank, CitiFinancial, CitiFinancial Mortgage Company, CitiMortgage, Primerica and Salomon Smith Barney.

**Categories of Nonaffiliated Third Parties To Whom We May Disclose**

**Personal Information:** Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup, Inc. We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance.
- Non-financial organizations, such as companies engaged in direct marketing and the selling of consumer products and services.

If you check **Box 1** on the **Privacy Choices Form**, we will not make those disclosures except as follows. First, we may disclose information about you as described in "Categories of Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, including disclosures necessary to process and service your account.

**Your Privacy Choices:** This section describes your privacy choices. Please remember that we will continue to protect your personal information regardless of your privacy choices.

**Disclosing to Nonaffiliated Third Parties – (Box 1):** As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you check **Box 1** on the **Privacy Choices Form**.

**Sharing With Citigroup Affiliates – (Box 2):** The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for example, credit bureaus) if you check **Box 2** on the **Privacy Choices Form**.

**Our Telemarketing and Mailing Lists – (Box 3):** We would like to keep you informed about promotional offers from our affiliates and from nonaffiliated third parties. If you wish to be taken off our telemarketing and mailing lists that we use to inform you of promotional offers check **Box 3** on the **Privacy Choices Form**.

We may continue to provide you with important information concerning your existing account(s) with us, including marketing inserts and messages that accompany your monthly billing statements and other mailings about new or upgraded products or services even if you have checked **Box 3**. We may also continue to send you promotional offers from third parties, but only through your billing statement.

If you are also a customer of other Citigroup affiliates and you receive notice of their intent to share certain information about you, you need to separately notify them if you do not want them to share such information.

**Information for California Customers:**

In response to a California law, we will automatically treat accounts with California mailing addresses as if you checked Box 1 on the Privacy Choices Form and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law.

**Information for Vermont Customers:**

In response to a Vermont regulation, we will automatically treat accounts with Vermont billing addresses as if you checked Box 1 and Box 2 on the Privacy Choices Form without requiring you to return the form. If we disclose information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, and other contact information and information about our transaction or experience with you.

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective. Your privacy instructions and any previous privacy instructions that you may have given us will remain in effect until you request a change.

Privacy Choices Form is on the next page.

**PRIVACY CHOICES FORM**

If you want to limit disclosures of personal information as described in this notice, just check the appropriate box or boxes to indicate your privacy choices. Then, send this form to the address listed below.

Box

1.  Limit the personal information about me that you disclose to nonaffiliated third parties.
2.  Limit the personal information about me that you share with Citigroup affiliates.
3.  Remove my name from your telemarketing and mailing lists used for promotional offers.

In order for CitiFinancial Retail Services Division of Citicorp Trust Bank, fsb, to administer your request, you must provide all of the following information. Requests that do not contain all of the information below may not be processed.

My account number(s): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

If you checked any of the boxes above, please mail this form in a stamped envelope to:

Customer Service  
CitiFinancial Retail Services  
P.O. Box 22066  
Tempe, AZ 85285-2066