

IDD Program Terms and Conditions

IDD Program Registration Form and Terms and Conditions

Simply complete the information where indicated. Please note that your Jeweler's electronic signature and full payment information are required.

Jeweler Information

Full Legal Name of Jeweler Operating Entity: _____

Jeweler Phone: _____ Years of Operation: _____

Jeweler Fax: _____ Jeweler Web Site: _____

Dun & Bradstreet D-U-N-S® number (if available): _____

Jeweler Federal Tax ID: _____

Jeweler Address: _____

City: _____ State: _____ ZIP Code: _____

Jeweler Owner/Officer Information

Name: _____ SSN: _____

Home Address: _____

City: _____ State: _____ ZIP Code: _____

Email: _____

Primary Jeweler Contact Information

Primary Jeweler Contact: _____ Primary Contact Email: _____

Additional Jeweler Information

Please complete the following information to help us better understand your business and your current financial policies.

Do you currently offer third party financing? Yes No

Customers per month using third party financing? _____

Payment Information

I would like to make the **IDD** Program available to my customers. I agree to an administrative fee each time Comenity Capital Bank ("Bank") finances the purchase amount for a qualified customer. I also agree not to pass the administrative charge on to a customer and not to charge any additional fees to a customer for participating in the **IDD** Program.

Please complete the information below:

Jeweler Bank's Name: _____

Jeweler Bank's Address: _____

City: _____ State: _____ ZIP Code: _____

Bank Account Number: _____ Bank Account Routing Number: _____

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If Jeweler operates more than one location under the same corporate entity as set forth on Page 1 of this Registration Form, Jeweler must complete the attached spreadsheet for all such locations.



CBC Client Setup
Data.xls

BY CHECKING THIS BOX I AM AGREEING TO ENROLL IN THE SECOND SOURCE FINANCING OPTION AS STATED AND DESCRIBED BELOW IN SECTION 15- SECOND SOURCE FINANCING. A separate application must be submitted to the Second Source Financing Group for approval.

By signing this Registration Form (either electronically or physically), I authorize and/or confirm all of the following:

- (i) Bank is authorized to automatically deposit any funds owed to Jeweler through the **IDD Program** to Jeweler's Bank Account at the Jeweler Bank named above; and
- (ii) Bank is authorized to debit Jeweler Bank Account for the purpose of correcting an erroneous credit previously deposited into the Jeweler's account, as well as any other purpose permitted by the **IDD Program Terms and Conditions**; and
- (iii) Bank is authorized (and I consent) to use and store the information on this Registration Form and to verify the information contained herein, as well as to request and obtain a consumer report from one or more consumer reporting agencies about me and to furnish information to a consumer reporting agency about me. For purposes of this authorization and consent, "I" and "me" refers to Jeweler and any of its owners, principals, partners, officers and/or directors who, for purposes of this authorization and consent are deemed to have executed this agreement jointly and severally; and
- (iv) Bank is expressly authorized to adhere to any reasonable instructions, which it may receive from employees of Jeweler; and
- (v) Jeweler has read the **IDD Program Terms and Conditions** and Jeweler agrees and acknowledges that, upon enrollment into the **IDD Program**, both Jeweler and the Jeweler's business shall be bound by and shall comply with all **IDD Program Terms and Conditions**, as well as any Operating Procedures issued by Bank; and
- (vi) Executing this Registration Form and participation in the **IDD Program** has been duly authorized by all necessary corporate proceedings. This Registration Form has been duly executed and delivered by me on behalf of Jeweler, and is a valid and legally binding agreement of Jeweler. The execution and delivery of this Registration Form and the compliance by Jeweler with all provisions of the **IDD Program Terms and Conditions** will not conflict with or violate any applicable law, nor will such execution, delivery or compliance violate or result in the violation of the Articles of Incorporation or By-Laws (or analogous rules of governance) of Jeweler's business.

BY PHYSICALLY SIGNING MY NAME IN THE SPACE PROVIDED OR ENTERING MY INITIALS IN THE BOX PROVIDED BELOW, I AM PROVIDING MY SIGNATURE ON THIS REGISTRATION FORM. I CERTIFY THAT I AM AN OWNER OR OFFICER OF THE JEWELER, THAT I HAVE CAREFULLY READ THE **IDD PROGRAM TERMS AND CONDITIONS** AND I AM DULY AUTHORIZED TO EXECUTE THIS REGISTRATION FORM AND BIND JEWELER TO ALL OBLIGATIONS SET FORTH IN THIS REGISTRATION FORM AND THE **IDD PROGRAM TERMS AND CONDITIONS**. IN ADDITION, FOR PURPOSES OF PARAGRAPH (iii) ABOVE IN THE AUTHORIZATION SECTION, I AM DULY AUTHORIZED TO EXECUTE THIS REGISTRATION FORM AND BIND ANY OWNER, PRINCIPAL, PARTNER, OFFICER AND/OR DIRECTOR OF THE JEWELER.

Enter Jeweler Name

Owner/Officer Name (Printed Name)

Date

Signature

Initials

IDD Program Terms and Conditions

1. The Agreement. The IDD Program is an open end credit program offered by Comenity Capital Bank ("Bank"). These **Terms and Conditions of the IDD Program** are attached to, and incorporated by reference in, the **Registration Form** completed and executed by Jeweler. The **Registration Form** and these **Terms and Conditions of the IDD Program** are collectively referred to as the "Agreement."

2. Credit Transaction.

(a) Jeweler will receive the net amount owed to Jeweler from Bank for each transaction involving an account issued under the Program (an "Account") by Automated Clearing House ("ACH") direct deposit. Bank may amend, re-price and re-distribute the promotional plans set forth on **Schedule 1** from time to time in Bank's sole discretion as set forth therein. Jeweler may not add or assess any portion of administrative fees, or any other form of additional fees or consideration, to a Customer who chooses to use an Account as tender for the Goods and/or Services provided (each such Customer referred to as an "Accountholder"). The Program is a non-recourse program for Jeweler, meaning that, subject to Bank's chargeback rights set forth herein, Bank will not seek repayment from Jeweler if the Customer fails to repay the credit extended to him/her by Bank. However, if the Goods and/or Services are not properly charged to a Customer's Account, the Goods and/or Services are not performed in full or in part, or the Customer is given a refund for the Goods and/or Services after Bank has paid Jeweler, then upon the request of Bank or the Customer, Jeweler will return the amount of such Bank payment to Bank within three (3) business days. In such instances, the amount to be refunded to Customer will be returned to Bank as a credit to the Customer's Account.

(b) Each day (not just business days) Jeweler shall electronically transmit all Transaction Records evidencing transactions made under the IDD Program to Bank via the Bank Portal on the same day in a format acceptable to Bank. Upon receipt, Bank shall use commercially reasonable efforts to promptly verify and process such Transaction Records and Bank will remit to Jeweler an amount equal to the net amount indicated by such Transaction Records for which such remittance is made. Bank will transfer funds via ACH to the Jeweler Deposit Account indicated in the Registration Form. For Transaction Records received by Bank's processing center before 9 AM Eastern time on a Business Day, such ACH transfer will have an effective date of that Business Day, plus one (1) Business Day thereafter. For Transaction Records received by Bank's processing center either (i) after 9 AM Eastern time on a Business Day, or (ii) on a non-Business Day, such ACH transfer will have an effective date of that Business Day, plus two (2) Business Days thereafter.

(c) As used herein, "Transaction Record" shall mean the following, with respect to each purchase or with respect to a credit or return related to a purchase (as applicable): (i) the sales invoice corresponding to the purchase, credit or return; or (ii) an electronic transmission containing the following information: the Account number of the Accountholder, identification of the Jeweler location where the purchase, credit or return was made (if applicable), the total of (x) the purchase price of Goods or Services purchased or amount of the credit, as applicable, plus (y) the date of the transaction and a description of the Goods or Services purchased, credited or returned.

(d) All Transaction Records are subject to review and acceptance by Bank. In the event of a computational or similar error of an accounting or record keeping nature with respect to such Transaction Records, Bank may credit to Jeweler's Deposit Account or net against the Net Proceeds (as the case may be) the proper amount as corrected. Upon any such correction, Bank shall give Jeweler prompt notice of same, including details of the discrepancy and correction. Jeweler shall be responsible for ensuring that all Promotional Program purchases are properly designated as such on the Transaction Record in accordance with Bank's instructions.

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(e) Jeweler agrees that neither it nor anyone authorized to act on its behalf shall: (a) extract or attempt to extract any special agreement, condition or security from a Customer in connection with their use of an account issued under the Program, unless notified in a prior writing by Bank that such action has been approved; (b) perform its services in anything other than a professional and ethical manner, and in compliance with all applicable requirements of any governmental authorities or other sanctioning bodies having jurisdiction over Jeweler; or (c) take any action to contradict or conflict with Bank's communications with Customers regarding the Accounts or other features of the Program, including offerings of goods and services unrelated to those of Jeweler.

3. Accountholder Payments on Account. Jeweler will neither collect nor accept any payments from an Accountholder for charges billed on an Account, and will instead refer the Accountholder to Bank's payment address. If for any reason, Jeweler inadvertently accepts an Accountholder payment, Jeweler will hold such payment in trust for Bank and will immediately notify Bank and forward such payment to Bank for processing.

4. Ownership of Accounts. Bank shall own the Program, and all the Accounts under the Program, from the time of establishment, and except as otherwise provided herein, Jeweler shall not have any right to any indebtedness on an Account or to any Account payment from an Accountholder arising out of or in connection with any purchases under the Program. Additionally, all information related to the Program and the Accounts set forth in Bank's records, the information obtained through applications, the receivables, names, addresses, credit, and transaction information of Accountholders shall be the exclusive property of Bank. Such information shall be referred to collectively as "Bank Accountholder Information". Effective upon the delivery of Transaction Records by Jeweler to Bank and payment to Jeweler by Bank, Jeweler shall be deemed to have transferred, conveyed, assigned and surrendered to Bank all right, title or interest in all such Transaction Records and in all other rights and writings evidencing such purchases, if any.

5. Application Procedures.

(a) Customers who wish to apply for an Account (an "Applicant") under the Program must submit a completed application on a form or in an electronic format approved by Bank ("Bank Application"), and Bank shall grant or deny the request for credit based solely upon Bank's credit criteria. In the case of in-person Bank Applications, Jeweler shall (i) provide a copy of the Account agreement between Customer and Bank to the Applicant to be retained for the Applicant's records, and (ii) follow any applicable Operating Procedures. When facilitating any other method of Bank Application, Jeweler shall follow all applicable Operating Procedures. The Bank Application shall be submitted to Bank by the Applicant or submitted by Jeweler on behalf of the Applicant, as required in the Operating Procedures. If Bank grants the request for an Account, Bank will issue an Account to the Applicant to access an individual line of credit in an amount determined by Bank. To the extent Bank makes Online Prescreen available through the Bank Portal following the execution of this Agreement, Jeweler shall utilize such application procedure in accordance with Bank's instructions.

(b) Application Confidentiality. Regarding Bank Applications submitted in whole or in part to Jeweler, Jeweler agrees that it will (i) protect and keep confidential any and all Applicant information (which information shall be Bank Program Data as defined below) acquired as a result of participating in the submission of any such Bank Applications, and (ii) not disclose the information to anyone other than authorized representatives of Bank, and (iii) follow all Operating Procedures applicable to such Bank Program Data. Jeweler shall destroy the Bank Application upon submission of Bank Application information to Bank or otherwise secure or dispose of Bank Application in accordance with Bank's instruction.

6. Account Disputes. Jeweler shall use best efforts to promptly notify Bank regarding any Accountholder dispute that Jeweler becomes aware of regarding an Account and help to resolve any such dispute, including but not limited to any Applicant or Accountholder claim, dispute, or defense which may be asserted under applicable law. This includes but is not limited to claims related to outstanding balances, Bank reports to credit bureaus, finance charges, fees, and collection efforts (e.g., notification

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that the Accountholder has filed bankruptcy or wants collection communications directed to legal counsel, etc.). Jeweler shall act promptly to investigate and work to resolve disputes with Accountholders regarding Goods and/or Services obtained through Jeweler pursuant to the Program. Jeweler shall timely process credits or refunds for Accountholders utilizing the Program. Jeweler shall assist Bank in further investigating and using its reasonable efforts to help resolve any Applicant or Accountholder claim, dispute, or defense which may be asserted under applicable law.

7. Jeweler Representation and Warranties Regarding Name. Jeweler represents, warrants and agrees that it has the legal right to use and to permit Bank and its successors and assigns to use Jeweler's trade names, trademarks and service marks utilized by Jeweler in the conduct of its business. Jeweler hereby authorizes Bank and/or its affiliates to use Jeweler's trade names, trademarks and service marks as necessary in the servicing of the Program, such as in the collection process where it is necessary to identify the location of the purchase that is the subject of the amount(s) being collected. Jeweler hereby agrees that, in the event of any termination of its participation in the Program, Bank shall be permitted to use Jeweler's trade names, trademarks and service marks to the extent necessary to continue the servicing, administration and collection of amounts owed on Accounts.

8. Customer Service Inquiries. Neither party will attempt to answer inquiries concerning the other party's products and services. Each party will refer inquiries concerning the other party's products and services to the customer service telephone numbers provided by such other party. Such other party will use reasonable efforts to address such inquiries in a timely and effective manner. Jeweler will co-operate with all reasonable investigations of Bank in response to a Customer's refusal to pay amounts owed on his or her Account in whole or in part due to complaints regarding the goods and/or services that are the basis for the amount(s) owed.

9. Operating Procedures. Jeweler shall perform in accordance with all Bank operating procedures (collectively "Operating Procedures") that are applicable to Jeweler's participation in the Program, whether delivered to Jeweler directly by Bank or indirectly through IDD. In addition, Jeweler shall adhere to any written instructions from Bank not specifically codified in its Operating Procedures, whether delivered to Jeweler directly by Bank or indirectly through IDD. Such matters shall include but not be limited to providing Bank with relevant contact information, merchant codes, and other information called for in the Operating Procedures and instructions. Bank may modify its Operating Procedures upon thirty (30) days written notice (or less time in the case of changes necessitated by applicable law).

10. Bank Program Data. "Bank Program Data" is owned by Bank, not Jeweler, and shall be comprised of the following: (i) any reports, analysis, statistics, and the like provided to and/or generated by Bank with regard to the Program; (ii) application data; and (iii) Account and Accountholder information (which includes any non-public personal information regarding applicants, Customers and Accountholders) related specifically to the relationship between Bank and the Accountholders. The provisions of this Section shall survive the termination of this Agreement.

11. Confidential Information and Security Controls.

(a) Jeweler hereby agrees that it shall not disclose any Confidential Information (defined below) in connection with its participation in, and/or exposure to, the Program. "Confidential Information" shall mean information not of a public nature concerning the business or properties of Bank including, without limitation: the terms and conditions of this Agreement (as well as proposed terms and conditions of any amendments, renewals, or extensions of this Agreement), sales volumes, test results, and results of marketing programs, Program reports and files generated by Bank, trade secrets, business and financial information, source codes, business methods, procedures, know-how and other information (including but not limited to intellectual property) of every kind that relates to the business of Bank; provided that Jeweler may disclose such information to the extent disclosure is required by applicable law, or is necessary for the performance of the Program. However, such disclosures are subject to the following: (i) prior to disclosure, Jeweler shall give notice of the nature of such disclosure to Bank and of the fact that such disclosure will be made; and (ii) disclosure can only be made to a third party whose purpose for knowing the information and any use thereof is limited to a valid purpose related to the

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Program; (iii) such third party recipient must execute a non-disclosure agreement with Jeweler that is acceptable to Bank, and (iv) prior to filing any documentation in connection with the Program with any governmental authority or agency, Jeweler will consult with Bank with respect to such filing and shall redact such portions which Bank requests be redacted, unless, in Jeweler's reasonable judgment, based on the advice of its counsel (which advice shall have been discussed with Bank's counsel), Jeweler concludes that such request is inconsistent with its obligations under applicable law.

(b) Except as to non-public personal information of an Accountholder (to which the confidentiality obligations of this Section always apply), these confidentiality obligations shall not apply to any information which:

(i) is generally known to the trade or to the public at the time of such disclosure; or

(ii) becomes generally known to the trade or the public subsequent to the time of such disclosure; provided, however, that such general knowledge is not the result of a disclosure in violation of this Agreement ; or

(iii) is obtained by Jeweler from a source other than Bank, without breach of any obligation of confidentiality or secrecy owed to the other or any other person or organization; or

(iv) is independently conceived and developed by Jeweler and proven by Jeweler through tangible evidence not to have been developed as a result of a disclosure of information to Jeweler, or any other person or organization which has entered into a confidential arrangement with Bank.

(c) Jeweler acknowledges that any breach of these confidentiality provisions will result in irreparable damage and therefore in addition to any other remedy that may be afforded by law, any breach or threatened breach of these confidentiality provisions may be prohibited by restraining order, injunction or other equitable remedies of any court. These confidentiality provisions will survive termination or expiration of any agreement with Bank.

(d) Jeweler shall ensure that effective controls and procedures are in place (i) for the handling, storage, and destruction of Accountholder information under the Program and other Confidential Information; (ii) to ensure the confidentiality of Accountholder information under the Program and other Confidential Information; and (iii) to ensure that Accountholder and other Confidential Information is not disclosed contrary to these provisions, or any applicable privacy, security or other laws, rules and regulations. Without limiting the foregoing, Jeweler shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of Accountholder and other Confidential Information, (ii) protect against any threats or hazards to the security and integrity of Accountholder and other Confidential Information, and (iii) protect against any unauthorized access to or use of Accountholder and other Confidential Information. Jeweler shall notify Bank if Jeweler believes, or has reason to believe, that either confidentiality or security breach, or any other unauthorized intrusion, has occurred with respect to Accountholder information, shall estimate the intrusion's affect, and shall specify the corrective action taken by Jeweler.

(e) Upon termination of Jeweler's participation in the Program, Jeweler shall take appropriate measures to properly dispose of, destroy and remove from its systems Bank's non-public personal information of Accountholders, including without limitation any and all records regarding Accountholders whether in paper, electronic, or other form, possessed by Jeweler, including a compilation of such records.

12. Additional Jeweler Obligations. Jeweler agrees to: (a) make information available to Customers regarding the Program as requested by Bank and/or IDD; (b) accept and process Bank Applications for Accounts as appropriate through directions from Bank and/or IDD and per the Operating Procedures; (c) promote the Program as authorized by Bank and/or IDD, which includes but is not limited to using all (but

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only) those promotional materials and forms made available by Bank; (d) accept the Accounts for all (and only) bona fide charges and credits for Goods and/or Services; (e) provide all Goods and/or Services covered by any charge to an Account prior to the time the charge is transmitted to Bank; (f) transmit such transactions to Bank in the required format as set forth in the Operating Procedures; and (g) ensure that the transaction information (whether a charge or a credit) is accurately transmitted to Bank. Jeweler shall, with a Customer's consent: (i) assist a Customer to complete and send Bank Applications and (ii) receive on behalf of such Customers, and provide to them, all Account disclosures, including Truth In Lending disclosures as well as credit account terms and conditions related to the Program.

13. Granting of Credit. The decision to extend credit to any Applicant under the Program shall be Bank's decision. Bank shall establish and administer the underwriting and credit decisions for the Program. Applicants deemed qualified by Bank and who desire to use the Program shall be granted an Account by Bank with a credit line in an amount to be determined by Bank in its discretion for each individual applicant. Subject to applicable law, Bank shall determine the terms and conditions of the Account in its sole discretion.

14. Records and Audits. Pursuant to applicable laws and regulations, including but not limited to financial privacy regulations, each party will keep and maintain at its principal place of business appropriate books and records relating to its activities under this Agreement for a minimum of seven (7) years after their creation. Each party will be responsible for its own costs and expenses in connection with any audits and inspections of the other party's books and records. Jeweler shall cooperate with any inspections or audits conducted by the regulatory agencies having jurisdiction over the Program. Upon request by Bank, Jeweler shall furnish to Bank Jeweler's fiscal year-end balance sheet and income statement and such other financial information as Bank may reasonably request.

15. Secondary Financing Option.

(a) Notwithstanding the credit application procedures set forth in Section 5 herein, IDD may offer a "second look" financing program ("Secondary Financing Program") for those customers of Jeweler who have applied for credit with Bank and have been declined by Bank. With respect to such applications that Bank declines, Bank will help facilitate IDD's offering of the Secondary Financing Program and will provide notice to Jeweler of the credit decision made by such Secondary Financing entity as relates to the particular applicant.

(b) Jeweler acknowledges that any such Secondary Financing entity will be chosen by IDD in its sole discretion, without input from Bank, and nothing in this Agreement shall be misinterpreted as creating any privity of contract or other relationship between or amongst Bank and any Secondary Financing entity, and no contrary interpretation of the terms and conditions of this Agreement should be made. By way of further clarification, this Agreement does not bestow any obligations upon Bank relative to any Secondary Financing entity (nor vice versa).

(c) Other than as expressly set forth herein, Bank shall have no responsibility or liability with regard to the secondary application process or any non-Bank party thereto. Specifically, Bank shall not be involved in nor responsible for any of the following non-exhaustive list of matters (i) the selection of any Secondary Financing entity, (ii) the terms and conditions of any offer from same that is extended to an applicant from such Secondary Financing entity; and (iii) the terms and conditions of any agreement entered into (or that could have been entered into) between a Secondary Financing entity and an applicant from such Secondary Financing entity.

16. Term and Termination.

(a) Either party may immediately terminate this Agreement at any time by providing thirty (30) days written notice to the other party.

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(b) Any bankruptcy (whether voluntary or involuntary) or insolvency by either party shall be considered an immediate termination event and shall result in the termination of this Agreement, with no prior written notice being required.

(c) Although Jeweler shall provide written notice upon the occurrence of any of the following, termination of this Agreement is not conditioned upon written notice of any of the following, as each of the following shall trigger an immediate termination of this Agreement: if (i) the agreement between Jeweler and IDD expires or is terminated, or (ii) if Jeweler no longer is authorized to provide the Goods and/or Services. This Agreement shall also automatically terminate if/when the agreement between Bank and IDD expires or is terminated.

(d) Notwithstanding anything in this Agreement to the contrary, Bank may suspend or terminate a Jeweler from participating in the Program and give notice to Jeweler and/or IDD to facilitate such suspension or termination, as necessary. By way of example but not limitation, the following are examples of basis for Bank taking such action: (i) the actions or inactions of Jeweler conflict with a material term of this Agreement ; (ii) the actions or inactions by Jeweler in regard to the Program involve matters which, taken individually, might not be considered material, but which occurring repeatedly constitute cause for suspension/termination; or (iii) Bank believes in good faith that suspension or termination is necessary to maintain Bank's safety and soundness considerations, reputational concerns, and/or efforts to comply with applicable law; or (iv) Bank believes in good faith that Jeweler may not (or may not be able to) comply with the Agreement or the Program in any material respect.

(e) Termination of this Agreement will not affect, or impair any rights, obligations, or liabilities of either party, which may accrue prior to such termination, or which under the terms of this Agreement, continue after the termination.

17. Representations and Warranties.

(a) Jeweler Representation and Warranties. Jeweler represents, warrants and agrees that:

(i) Jeweler is qualified and licensed, as applicable, to sell and provide the Goods and/or Services.

(ii) All factual information furnished by Jeweler to Bank in writing at any time pursuant to any requirement of, or furnished in response to any written request of Bank under this Agreement or any transaction contemplated hereby has been, and all such factual information hereafter furnished by Jeweler to Bank will be, to Jeweler's best knowledge and belief, true and accurate in every respect material to the transactions contemplated hereby on the date as of which such information was or will be stated or certified.

(iii) As of the date any Transaction Records are presented to Bank in accordance with the provisions of this Agreement, each charge slip relating to such Transaction Records shall represent the obligation of an Accountholder in the respective amount set forth therein for Goods and/or Services sold or rendered, together with applicable taxes, if any, and shall not involve any element of credit for any other purpose. As of the date any Transaction Records are presented to Bank in accordance with the provisions of this Agreement, Jeweler has no knowledge or notice of any fact or matter which would immediately or ultimately impair the validity of any charge slip relating to such Transaction Records, the transaction evidenced thereby, or its collectability.

(iv) Any action taken by Jeweler or inaction (where Jeweler has a duty to act) in connection with the Program, Bank, and/or the sales of Goods and/or Services shall be in compliance with all applicable law. Jeweler's compliance with applicable law includes, but is not limited to, not engaging in: the sale of any illegal goods and/or services, the illegal sale of otherwise legal goods and/or services, and sales in violation of federal and state laws designed to prevent unlawful gambling.

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(b) Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) such party has the right, power, and authority to enter into this Agreement and perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity); (iv) such party shall abide by the Operating Procedures of the Program as disseminated by Bank, which in the case of Jeweler, among other things, includes honoring any Account properly issued under the Program and promptly delivering to Bank all transaction records evidencing transactions made under the Program no later than one (1) business day after the date of any such transaction; (v) such party is and shall remain fully authorized, certified, and/or licensed to perform as required under the terms of this Agreement; and (vi) such party has and shall continue to maintain insurance coverage of such types and in such amounts as are customary and appropriate for its industry.

18. Covenants of Jeweler.

(a) Notices of Changes. Jeweler will as soon as reasonably possible notify Bank of any: (i) change in the name or form of business organization of Jeweler, change in the location of its chief executive office or the location of the office where its records concerning the Program are kept; (ii) merger or consolidation of Jeweler, the sale of a significant portion of its stock (or other form of ownership) or the sale of a substantial amount of its assets not in the ordinary course of business, or any change in the control of Jeweler; (iii) material adverse change in its financial condition or operations; (iv) any change in business practices of Jeweler that would have a material adverse effect on this Agreement or the Program; or (v) any occurrence that would trigger Bank's termination rights under this Agreement. Jeweler will furnish such additional information with respect to any of the foregoing as Bank may reasonably request, for the purpose of Bank's evaluating the effect of such change on the financial condition and operations of Jeweler and on the Program.

(b) Access Rights. Jeweler will permit authorized representatives designated by Bank, at Bank's expense, to visit its facilities and inspect, to the extent permitted by applicable law, any of the books and records of Jeweler pertaining to Applicants, Accounts, Transaction Records and any category of payments owed by one party to the other, and to make copies and take extracts therefrom, and to discuss the same with its officers and independent public accountants, all at reasonable times during normal business hours. In addition, Jeweler shall permit regulatory bodies having jurisdiction over Bank to visit its facilities related to the Program during normal business hours with advance notice. Jeweler's obligations under this subsection (b) shall not be required to the extent that (i) such access is prohibited by applicable law, (ii) such records are legally privileged, or (iii) such records are Jeweler planning documents or those of any of its affiliates, operating budgets, management reviews or employee records.

19. Indemnification.

(a) Jeweler shall indemnify, hold harmless and, at Bank's request, defend Bank and its affiliates and its officers, directors, and employees from and against any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, investigations, demands, assessments, adjustments, settlement payments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), and deficiencies suffered, sustained, incurred or paid by Bank (collectively, "Losses") in connection with, resulting from, relating to, or arising out of any of the following: (i) any breach by Jeweler of any representation or warranty set forth in this Agreement; (ii) any non-fulfillment or breach by Jeweler of any covenant or agreement set forth in this Agreement; (iii) any chargeback to Bank under the Program based on action or inaction by Jeweler or relating to Goods and/or Services purchased by the Customer from the Jeweler; (iv) the negligence or willful misconduct by Jeweler in the performance of obligations under this Agreement; (v) any damage caused by or related to Goods and/or Services charged to an Account; (vi) any action or failure to act (where there was a duty to

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act) by Jeweler related to the Program and/or as otherwise provided for in this Agreement; (vii) Jeweler having caused Losses to third parties, where such third parties have sought recovery from Bank Indemnified Parties; or (viii) Bank's defending against claims described in (vii).

(b) IN NO EVENT SHALL EITHER BANK OR JEWELER BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THE OTHER PARTY INCURS OR CLAIMS TO HAVE INCURRED ARISING OUT OF THIS AGREEMENT (INCLUDING LOST REVENUES OR LOST PROFITS, HOWSOEVER OR WHENEVER THE SAME MAY ARISE AND IRRESPECTIVE OF WHETHER THE OTHER PARTY HAD PRIOR NOTICE OF THE POSSIBILITY OF SUCH DAMAGES); PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY WITH RESPECT TO A PARTY'S INTENTIONAL BREACH OF THIS AGREEMENT.

20. Chargebacks. Bank shall have the right to charge back Jeweler the amount of any purchase, including the unpaid principal balance, applicable sales tax, accrued and billed finance charges, fees, charges and any of such amounts written off by Bank relating to any such purchase:

(a) If any applicant or Accountholder claim, defense, dispute, or basis for non-payment is based on an alleged action or inaction by Jeweler and/or otherwise involves the goods and/or services, including but not limited to an alleged: (i) breach of warranty or representation by Jeweler or with respect to the Goods and/or Services; (ii) unauthorized use of the Account; (ii) charge for something other than an actual purchase; (iii) the charge slip related to the purchase is a duplicate of one already paid and/or the price on it differs from the price on the Accountholder's copy of same; and/or (iv) Bank's determination, upon receipt of a fraud affidavit from the Accountholder, that the signature on any charge slip has been forged or is counterfeit; or

(b) If Bank determines that, with respect to such purchase or the Account that: (i) there is a breach of any warranty or representation made by or with respect to Jeweler under this Agreement ; (ii) there is a failure by Jeweler to comply with any term or condition of this Agreement, which failure shall not have been cured within fifteen (15) days after receipt of written notice thereof from Bank; or (iii) the Goods and/or Services purchased have not been delivered or provided; or (iv) the transaction was submitted to Bank more than thirty (30) days after it occurred or after Jeweler is no longer an authorized participant in the Program.

(c) For any chargeback reason as set forth in the Operating Procedures.

21. Exercise of Chargebacks. With respect to any amounts to be charged back pursuant to Section 20, Bank will offset such amount as part of the Net Proceeds to be paid to Jeweler, to the extent the balance thereof is sufficient or Bank may demand payment from Jeweler in immediately available funds for the full or any partial amount of such chargeback. Upon payment in full of the related amount by Jeweler to Bank, or off-setting, as the case may be, Bank shall transfer to Jeweler, without any representation, warranty or recourse, all of Bank's right to payments of such amounts charged back in connection with such purchase. Bank will exercise commercially reasonable efforts to cooperate with Jeweler in any efforts by Jeweler to collect the chargeback amount. Bank may reduce the amount owed by an Accountholder on any purchase subject to chargeback, but the related chargeback shall then be equal to the reduced (or net) amount owed by the Accountholder. Jeweler shall not resubmit or re-transmit any charged back purchase to Bank, without Bank's prior written consent.

22. Bank Marks. Jeweler recognizes that Bank is the sole owner of all trademarks, service marks, or names owned by Bank or licensed (and capable of being sublicensed) to Bank used in connection with the Program (the "Bank Marks"), that Jeweler has no rights of ownership or license therein, and that Jeweler is not entitled to (and shall not) use the Bank Marks other than as explicitly and specifically provided in this Agreement. As a point of clarification, Bank has and retains all rights in and to Bank Marks and the use thereof, and all goodwill associated with the use of Bank Marks (whether under this Agreement or otherwise) shall inure to the benefit of Bank. Bank shall have the right, in its sole and absolute discretion, to prohibit the use of any Bank Marks materials or references proposed to be used by

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Jeweler which Bank in its reasonable business judgment deems objectionable or improper. Jeweler shall cease all use of Bank Marks upon the termination of this Agreement for any reason.

23. General Provisions.

(a) Relationship of Parties. The parties agree that in performing their responsibilities pursuant to this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create, a partnership, joint venture or any association for profit between Bank and Jeweler.

(b) Assignment. This Agreement may not be assigned, in whole or in part, by Jeweler, without the prior written consent of Bank. Bank may assign this Agreement, at its discretion, without the consent of Jeweler. This Agreement will be binding upon and will inure to the benefit of the parties and their representatives and respective successors and permitted assigns.

(c) Waivers. No party will be deemed to have waived any of its rights, powers or remedies hereunder unless that party approves such waiver in writing. Any delay, waiver, or omission by a party to exercise any right or power arising from any breach or default in any of the terms, provisions, or covenants of this Agreement will not be construed to be a waiver by that party of any subsequent breach or default of the same or other terms, provisions or covenants.

(d) Entire Agreement; Amendments. This Agreement, including any and all attachments hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement will be effective unless and until set forth in writing and signed by the parties.

(e) Insurance. Jeweler shall maintain sufficient insurance coverage to reasonably protect Bank from any and all liabilities for which they have agreed to indemnify and hold harmless Bank.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without reference to the choice of law principles thereof.

(g) Compliance with Laws. Each party shall comply with all applicable laws and regulations in performing its obligations under this Agreement. Jeweler's compliance with applicable law includes, but is not limited to, not engaging in: (i) the sale of any illegal goods and/or services, (ii) the illegal sale of otherwise legal goods and/or services, and sales in violation of federal and/or state laws designed to prevent unlawful gambling, and (iii) the unlicensed practice of any professional service, if applicable.

(h) Severability. If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this Agreement will nevertheless remain in full force and effect to the extent such remaining provisions accurately reflect the intent of the parties.

(i) Bank's Right to Offset. If Bank is owed any amounts pursuant to this Agreement for more than fifteen (15) days after the due date, it shall, at its discretion, either (i) invoice Jeweler for the amount, which shall be paid within fifteen (15) days of receipt of invoice; or (ii) offset such amounts from any funds due to Jeweler from Bank and/or against Jeweler's Bank Account.

(j) Product Offers by Bank. The parties agree that Bank will have the right but not the obligation to make available to Accountholders various types of products and services in Bank's sole discretion.

(k) Taxes. Jeweler will be responsible for, and agrees to pay, all sales, use, excise, and value-added taxes, or taxes of a similar nature, if any (excluding personal property taxes and taxes based

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on Bank's income which shall be borne by Bank), imposed by the United States, any state or local government, or other taxing authority, on all services provided by Bank under this Agreement directly to Jeweler, and not directly or indirectly to the Customers. The parties agree to reasonably cooperate with each other to minimize any applicable sales, use, or similar tax and, in connection therewith, the parties shall provide each other with any relevant tax information as reasonably requested (including without limitation, resale or exemption certificates, multi-state exemption certificates, information concerning the use of assets, materials and notices of assessments). All amounts set forth in this Agreement are expressed and shall be paid in lawful U.S. dollars.

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Schedule 1

Promotional Programs

Plan	Minimum Purchase Requirement	Fin. Charge	Payment	Merchant Discount Fees ¹
Revolving	N/A	Assessed	Min. Req.	0.00%
6-Month	N/A	Accrued	Min. Req.	2.25%
9-Month	N/A	Accrued	Min. Req.	3.75%
12-Month	N/A	Accrued	Min. Req.	5.25%
18-Month	N/A	Accrued	Min. Req.	8.95%
24-month	N/A	Accrued	Min. Req.	12.50%
36-month	N/A	Accrued	Min. Req.	13.45%
6-month	N/A	Assessed @ 9.99%	Equal Pay	1.00%
12-month	N/A	Assessed @ 9.99%	Equal Pay	1.00%
18-Month	N/A	Assessed @ 9.99%	Equal Pay	1.00%
24-Month	N/A	Assessed @ 9.99%	Equal Pay	1.20%
36-Month	N/A	Assessed @ 9.99%	Equal Pay	1.40%
48-Month	N/A	Assessed @ 9.99%	Equal Pay	1.70%
60-Month	N/A	Assessed @ 9.99%	Equal Pay	1.80%
24-Month	N/A	Waived	Equal Pay	8.70%
36-Month	N/A	Waived	Equal Pay	10.60%
48-Month	N/A	Waived	Equal Pay	15.20%
60-Month	N/A	Waived	Equal Pay	17.90%

¹Bank has the right to revise Discount Rates every thirty (30) days and shall notify Jeweler accordingly.

Note: The "Equal Pay" programs require equal monthly payments at the APR indicated (unless interest is waived). Minimum monthly payments on other categories of Purchases are based on an APR of Prime plus 25.74% and the terms of the Accountholder Agreement.

All Promotional Program terms are subject to revision based on changes to Applicable Law (including regulatory requirements).