

MetaBank Fingerhut Credit Account Agreement

- AGREEMENT TO TERMS
- USE OF YOUR ACCOUNT
- DEFINITION OF PARTIES

Arbitration notice: This Agreement provides that all disputes arising from or related to your Account may be resolved by arbitration. See “Arbitration” below.

This is the Agreement which covers your credit account (called your “Account”) with MetaBank (“MetaBank”) for purchases you make with Fingerhut. You can use your Account to purchase goods and services from any Fingerhut authorized merchant and to pay for goods and services offered in connection with your Account. You and MetaBank will be bound by this Agreement from the first time you use the Account.

In this Agreement, and in your monthly billing statements (“Statement”), the words “you” and “your” refer to all persons named on the credit account we issue to you or who have signed application or acceptance forms, and the words “we”, “us” and “our” refer to MetaBank. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

Governing Law/Enforceability This Agreement will be governed by Federal law, and to the extent State law applies, by the law of South Dakota, whether or not you live in South Dakota and whether or not this Account is used outside of South Dakota. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future. This Agreement is a final expression of the agreement between you and us and this Agreement may not be contradicted by evidence of any alleged oral agreement.

Promise to Pay You promise to pay for (a) credit extended by MetaBank to you or to anyone you allow to use your Account; (b) interest charges, late fees, and other charges (e.g. returned check charges) provided in this Agreement; and (c) collection costs and attorneys’ fees as permitted by applicable law if your Account should go into default.

Available Credit We anticipate that we will extend credit to you from time to time, but will be under no obligation to do so, and we may not approve subsequent authorizations for purchases until we have received a payment on your first order. We may also reduce your credit line or terminate your Account at any time with or without cause subject to applicable law.

Statements We will send you a Statement covering each billing cycle in which you have a balance (including a deferred balance) in excess of \$1. The Statement will reflect: (a) the total amount you owed on the first day of the billing cycle (called the “previous balance”), which will include any deferred balance (see Deferral Periods); (b) payments, credits, purchases and interest charges, and all other charges made to your Account during the billing cycle; (c) the total amount you owed at the end of the billing cycle (called the “new balance”); (d) the minimum payment you must make (called the “minimum payment”); and (e) the date by which the minimum payment must be paid in order to avoid late charges (called the “payment due date”).

actions of yourself, us, or third parties; or the validity of this Arbitration provision (individually and collectively, a “Claim”), must, after an election by you or us, be resolved by binding arbitration in accordance with the Arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) in effect when the Claim is filed. There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide your or our Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 1-800-778-7879. Any arbitration hearing that you attend will take place in the Federal judicial district where you reside. At your request, we will advance the first \$250.00 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether you or we will ultimately pay those fees. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin’s Marital Property Act will adversely affect a creditor’s interest unless prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

All accounts, including New York/Rhode Island/Vermont Residents: You agree to give MetaBank permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your Account, adjusting the credit line on your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. New York residents can contact the New York State Banking Department: 1-800-518-8866.

California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Texas Residents: To contact us about your account call 1-800-208-2500. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Phone 1-800-538-1579; www.occ.state.tx.us. Contact the Commissioner relative to any inquires or complaints.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT PURCHASES If you use your card to make a purchase and you are dissatisfied with the goods or services that you receive, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase.
3. You must have not yet fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Fingerhut Credit Account Services, P.O. Box 1250, St. Cloud, MN 56395-1250.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

CREDIT BUREAU DISPUTES If you believe we inaccurately reported credit history information about you or your Account to a credit reporting agency, call us at 1-866-734-0342 or write to us at: Credit Bureau Reporting Services, 6250 Ridgewood Road, St. Cloud, MN 56303. Please provide the Fingerhut Credit Account number along with a copy of your credit bureau report reflecting the information that you believe is inaccurate.

Arbitration By requesting an Account from us and accepting this Agreement, you agree that if a dispute of any kind arises out of this Agreement, either you or we, at our sole discretion, can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator’s decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration provision shall be automatically terminated, but all other provisions of this Agreement shall remain in full force and effect. Any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to the credit offered or provided to you; the

Payment The minimum payment is based on your account balance as outlined in the Payment Chart below. The minimum payment is due when you receive your Statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your Statement by the payment due date specified, which will always be at least 24 days from the Statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire new balance, without penalty. All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post-dated; (6) is not payable as directed on your statement; (7) is not payable in U.S. dollars; or (8) is not paid upon presentment. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed, without losing any of our rights under this Agreement. All payments under the Agreement must be received at the address specified on your billing Statement.

PAYMENT CHART		
Account Balance		Minimum PMT \$
From	To	
-	\$5.98	100%
\$5.99	\$44.99	\$5.99
\$45.00	\$69.99	\$6.99
\$70.00	\$99.99	\$7.99
\$100.00	\$124.99	\$9.99
\$125.00	\$199.99	\$13.99
\$200.00	\$249.99	\$16.99
\$250.00	\$299.99	\$19.99
\$300.00	\$349.99	\$22.99
\$350.00	\$449.99	\$28.99
\$450.00	\$549.99	\$33.99
\$550.00	\$799.99	\$46.99
\$800.00	\$1,099.99	\$59.99
\$1,100.00	\$1,399.99	\$69.99
\$1,400.00		5%

How We Figure Interest Charges To calculate the interest charge payable each month, we multiply the average daily balance times the monthly periodic rate and, if applicable, add any deferred interest charge (see Deferral Periods). Your Account is subject to a minimum interest charge of \$1.00.

Average Daily Balance We figure the interest charge on your Account by applying the monthly periodic rate to the "average daily balance" of your Account, including current transactions. To get the "average daily balance" we take the beginning balance of your Account each day, add any new purchases, charges and other fees, and subtract any payments or credits. Purchases subject to Deferral Periods described below are excluded from our calculation of the "average daily balance" until the day following the expiration of the Deferral Period. This gives us the daily balance. Then, we add up all the daily balances for that billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Non-Variable APR Your Annual Percentage Rate is 24.90%, which corresponds to a monthly periodic rate of 2.075%. This is a non-variable rate.

When Interest Charges Begin to Accrue Interest charges begin to accrue on each purchase on the date of the purchase. However, if you paid the new balance on your previous Statement by the payment due date shown on your previous Statement, then: (1) if you pay

the new balance on your current Statement by the payment due date shown, we impose no interest charges on purchases during the current billing cycle, and (2) if you make a payment by the payment due date shown on your current Statement that is less than the new balance reflected on your current Statement, we will credit that payment as of the first day in your current billing cycle. In addition, if your previous Statement reflected a new balance and you did not pay that new balance in full by the payment date on that previous Statement, then we will not impose interest charges on any purchases during the current billing cycle if you pay the balance shown on your current Statement by the payment due date reflected on your current Statement.

Deferral Periods See the deferral terms in the specific offer you are ordering from for special rules which apply during the deferral periods. If you are unable to locate the terms of your deferred offer, please contact Customer Service at 1-800-208-2500.

Late Fees Late fees will be equal to your minimum payment due with a maximum amount of up to \$25.00 for the first time offense and will increase to a maximum amount of \$30.00 if you have not made your payment by the due date in each of your next 6 billing cycles. The late fee will never be greater than your minimum payment due to which the late fee relates.

Returned Payment Fee Returned payment fees will be equal to your minimum payment with a maximum amount of up to \$25.00 for the first time offense and will increase to a maximum amount of \$30.00 if you have any returned payments in your next 6 billing cycles. The returned payment fee will never be greater than your most recent minimum payment due.

Application of Payments Each payment you send to us will be applied to your Account in a manner consistent with the applicable law. Generally, we will apply your payment first to satisfy your minimum payment due. Any remaining payment in excess of the minimum payment due will be applied to the highest APR balances first. Exception to this will be deferred balances with expiration dates within the next two billing cycle periods.

Change of Terms (including Interest Charges) SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING, WITHOUT LIMITATION, ADDING OR INCREASING FEES, INCREASING YOUR MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF INTEREST CHARGES OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH INTEREST CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

Default You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the payment due date specified in your Statement; (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 object of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unable to perform the terms and conditions of this Agreement; or (i) your moving out of the U.S. Upon default, we have the right to require you to pay your entire Account balance (including all deferred purchases and all accrued but unpaid charges) immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Following any default, any balances outstanding under the Agreement will continue to accrue interest charges until paid in full and will be subject to all the terms and conditions of this Agreement, except that we will apply your payments first to attorneys' fees and other court costs, and then in the order set forth in the Application of Payments section.

Closing Your Account You can cancel or close your Account by writing to us at Fingerhut Credit Account Services, P.O. Box 1250, St. Cloud, MN 56395-1250. If you do not pay us in full when you cancel, your outstanding balances will continue to accrue interest and other charges and be subject to the terms and conditions of this Agreement.

Cancellation or Termination of Agreement If you cancel or close your Account, or if we choose to terminate your charging privileges for any reason, whether or not your Account is in default, you may not try to make any purchases with your Account card(s) ("Card") and upon request, you must return to us your Card(s) cut in half. Following any cancellation, closing or termination, any balances outstanding under this Agreement will continue to accrue interest charges until paid in full and will be subject to all the terms and conditions of this Agreement.

Liability for Unauthorized Use When you receive your Statement, you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-208-2500 or writing us at Fingerhut Credit Account Services, P.O. Box 1250, St. Cloud, MN 56395-1250. In any case, your liability for unauthorized use of your Card will not exceed \$50. However, unauthorized use does not include use by a person whom you have given the Card or authority to use the 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 above address along with a letter explaining why you are doing so. We have found that most of our customers prefer to allow their spouses to place orders on their Account. To better serve you, if your spouse places an order on your Account we will process that request, unless you instruct us otherwise.

Lost or Stolen Credit Card(s) You agree to notify us immediately if your Card(s) are lost or stolen. You may notify us by calling 1-800-208-2500 or writing us at Fingerhut Credit Account Services, P.O. Box 1250, St. Cloud, MN 56395-1250.

Change of Name, Address, Telephone Number or Employment You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to: Fingerhut Credit Account Services, P.O. Box 1250, St. Cloud, MN 56395-1250.

Consent to Use of Telephone Numbers You expressly consent to receiving calls and messages, including autodialed and prerecorded message calls, from MetaBank/Fingerhut, their affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers).

Assignment of Account We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

Reporting and Monitoring If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record can be submitted to one or more credit reporting agencies. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardholders.

Updated Financial and other Information Upon request, you agree to promptly give us accurate financial and other information about yourself.

Severability 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.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT If you think there is an error on your statement, write us at: Fingerhut Credit Account Services, P.O. Box 1250, St. Cloud, MN 56395-1250. In your letter, give us the following information:

- **Account Information:** Your name and Fingerhut Credit Account number
- **Dollar Amount:** The dollar amount of the suspected error
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the statement was correct.