

--

1. Please enter information for Primary Applicant.

<input type="checkbox"/> driver's license	state	identification number	expiration date			
<input type="checkbox"/> state ID						
<input type="checkbox"/> military ID						
first name		middle	last name		social security number	date of birth
street address			city	state	zip code	home phone (preferred contact)
<i>B I L L I N G A D D R E S S</i>						
<input type="checkbox"/> employed	employer (if Self, name of bus; if Other, explain)		yearly income	work phone #	job title (if military – list rank, pay grade)	years employed
<input type="checkbox"/> retired						
<input type="checkbox"/> other						
						Mother's Maiden Name (security question)

2. Please enter information for Joint Applicant.

<input type="checkbox"/> driver's license	state	identification number	expiration date			
<input type="checkbox"/> state ID						
<input type="checkbox"/> military ID						
first name		middle	last name		social security number	date of birth
street address			city	state	zip code	home phone (if different)
<i>i f d i f f e r e n t</i>						
<input type="checkbox"/> employed	employer (if Self, name of bus; if Other, explain)		yearly income	work phone #	job title (if military – list rank, pay grade)	years employed
<input type="checkbox"/> retired						
<input type="checkbox"/> other						
						relationship to primary applicant <input type="checkbox"/> spouse <input type="checkbox"/> domestic partner <input type="checkbox"/> other

3. How would you like us to notify you when your application has been processed?

EMAIL: _____ this email belongs to primary or joint

CALL: (_____) _____ - _____ mobile or other this phone belongs to primary or joint

4. Payment Protection Authorization - OPTIONAL

Yes! I wish to enroll in Optional Payment Protection. I have read and agree to the cost, benefits and exclusions noted in the attached brochure. I understand that enrollment is optional, I am free to cancel at any time and I can purchase property coverage from any insurer I choose.

Initial Here to Enroll	Date	Print Name of Cardholder to be Primary Insured	Print Name of Cardholder to be Co-Insured	Form J472
<i>(either applicant may initial)</i>			for Life and Family Leave Coverage	Forms 10085 Rev 9/2009

5. IMPORTANT!

Turn to page 2, read and sign agreement. Mail both the application and the signed agreement.

Nebraska Furniture Mart, Inc. PO Box 3017 Omaha, NE 68172-9990

Thank You!

HOMEMAKERS FURNITURE / NEBRASKA FURNITURE MART REVOLVING CHARGE AGREEMENT

- I (Cardholder) agree to pay for all purchases charged to my account by me or any person authorized to use the account in accordance with the terms of this agreement. My liability is joint and several with any cardholders signed below or otherwise becoming party to the account or this agreement. Any person authorized to use the account, by use of the account, accepts the terms of this agreement and grants the same rights and authorizations as though a party to this agreement. I understand that this agreement is with Nebraska Furniture Mart, Inc., a Nebraska corporation, and its wholly owned subsidiaries, NFM of Kansas, Inc. and Homemakers Plaza, Inc. (collectively hereinafter referred to as "NFM"). All charges on the account are subject to the prior approval of NFM. NFM has the right to change any terms of this agreement by sending me a written notice. Use of the card/charges to the account after such notice will constitute agreement to the revised terms. If a Significant Change (as defined by Regulation Z of federal law) to this agreement is made, NFM will send me a written notice a minimum of 45 days before the effective date of the Significant Change. Under the circumstances which will be described in any such notice, I may have the right to reject such Significant Change before the effective date and close the account. Use of the account more than 14 days after such notice will constitute agreement to any such Significant Change in regard to such transaction(s), even if I subsequently reject the Significant Change before the effective date.
- I and any authorized person by use of the account grant to Nebraska Furniture Mart, Inc. a purchase money security interest to the fullest extent allowed under the Uniform Commercial Code and all applicable law in all merchandise purchased under this agreement. I agree that the purchase of such merchandise is for personal, family, or household use only. **NOTICE: If payments are not made as agreed, or the account is otherwise in default, NFM can repossess any merchandise which has not been paid for in full.** NFM waives any lien on my principal dwelling, except liens created by a court judgment or acquired by a filing against real estate as provided by applicable law. Merchandise purchased under this agreement will not become fixtures nor shall the merchandise become accessions to other merchandise. No merchandise purchased under this agreement is intended to serve as collateral or security for any other purchase. NFM has elected not to cross-collateralize the items sold under this agreement.
- If I charge a service contract or extended warranty to my account, I agree that NFM may, upon my default and with such notice and compliance with any other requirements of applicable law, contact the issuer, cancel the contract or warranty, and collect the unearned premiums, if any, for application against my account balance.
- If I have a balance on my account or if transactions have occurred within a statement period, NFM will send me a statement. It will show a date identified as the Statement Date, and will show the total balance owed as of the Statement Date identified as the New Balance. I can pay the total balance on my account at any time. I agree to make at least a Minimum Monthly Payment on or before the Payment Due Date specified on the statement, which will be a minimum of 21 days from the Statement Date. The Minimum Monthly Payment will be 4% of the New Balance rounded to the next higher dollar amount or \$15.00, whichever is greater. I can always pay more than the Minimum Monthly Payment. I understand promotional purchases with "Deferred Interest" will be included in the calculation of the Minimum Monthly Payment.
- NOTICE: If I pay the New Balance on or before the Payment Due Date, no finance charge will be added to the account for that month. Otherwise, Finance Charges accrue from the date each transaction is posted.**
- Unless applicable law otherwise requires, payments will be applied first to outstanding finance charges, insurance charges, late charges and any past-due amounts. After outstanding fees and past-due amounts are paid, the Minimum Monthly Payment, as well as any excess over the Minimum Monthly Payment, will be applied as follows: first to promotional "Deferred Interest" amounts during the last two cycles of the promotional period; next to interest-bearing amounts, in interest rate order, higher rates first; then to other promotional "Deferred Interest" amounts in the order of expiration, soonest first.
- I hereby authorize NFM to utilize information from any credit reporting agency at its option to periodically evaluate my credit rating and to make credit decisions based upon that information. This is a continuing authorization and may be terminated only by written revocation delivered to NFM pursuant to paragraph 16.
- I hereby authorize NFM to charge to my account any purchase which I or any person authorized to use the account make via telephone or the internet. At the time of purchase, I or any such authorized person must provide to NFM certain information to verify identity and account number. I and any such authorized person, by use of the account agree that any purchases made in this manner will be subject to a security interest in favor of NFM until such time as all purchases have been paid for in full. I acknowledge that purchases made by me or any authorized person via telephone or the internet will not be documented by a sales receipt bearing my initials or signature or those of any such authorized person. I and any such authorized person agree that lack of a signature or initials in these circumstances will not be a valid basis to dispute NFM's security interest or my obligation to pay for the purchase unless I have properly complied with the billing dispute procedures as set forth herein.
- NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.**
- FINANCE CHARGES**
- NOTICE: If I do not pay the total New Balance by the Payment Due Date, a FINANCE CHARGE will be added to the account for the current billing period. THE FINANCE CHARGE WILL BE A PERIODIC RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) COMPUTED ON THE AVERAGE DAILY BALANCE (INCLUDING CURRENT TRANSACTIONS).**
- To calculate the Average Daily Balance, NFM will take the beginning balance of my account each day, add any new purchases or charges, and subtract any payments or credits. This gives NFM the daily balance. Then NFM will add all the daily balances from the billing cycle and divide the total by the number of days in the billing cycle. This gives NFM the Average Daily Balance. Under the terms of special promotions identified as Deferred Interest, certain purchases may have interest deferred for specified periods of time. Such purchases will be temporarily excluded from the calculation of the Average Daily Balance for the applicable length of time.
- If I fail to make payments as agreed, or am otherwise in default, my entire balance (including all Deferred Interest purchases) may, at NFM's option and after such notice, opportunity to cure and/or other requirements of applicable law, become due and payable. NFM's waiver of any default shall not operate as a waiver of any other default. If NFM elects to enforce its rights under this agreement, including but not limited to repossessing its collateral, or any other rights with regard to its security under the Uniform Commercial Code and/or applicable law, I agree to pay reasonable expenses, court costs and attorney fees incurred by NFM to the extent allowed by applicable law.
- NOTICE: If I fail to make my minimum monthly payment, NFM may charge me a late charge. 10 days after the Payment Due Date, NFM may, to the extent allowed by applicable law, charge: (a) (NE) 5% of the unpaid amount or \$5.00, whichever is greater; (b) (IA) 5% of the unpaid amount or \$15.00, whichever is greater; (c) (KS) \$5 if the unpaid amount is \$25 or less, or \$10 if the unpaid amount is over \$25; provided no late charge shall exceed \$25. If I make any payment with a check that is not honored by the bank on which it is drawn, NFM may, to the extent allowed by applicable law, charge: (a) (NE) \$25.00; (b) (IA) \$20.00; (c) (KS) after written notice, \$25.00.**
- Miscellaneous
- This agreement shall be construed under the laws of the State of Nebraska if purchases are made from the store located in Omaha, Nebraska. This agreement shall be construed under the laws of the State of Iowa if purchases are made from the store located in Des Moines, Iowa. This agreement shall be construed under the laws of the State of Kansas if purchases are made from the store located in Kansas City, Kansas.
- It is NFM's intent to comply with all state and federal laws and regulations which might cover any transaction under this agreement. Consequently, if there is a conflict between any term or condition of this agreement and applicable federal or state law or regulation, this agreement will be interpreted in such a way as to conform with the requirements of such law or regulation and, to the extent any non-conformity cannot be resolved, the term or condition will be construed to have been omitted from this agreement.
- I understand that the address given below or with my application is the address to which NFM will send any written notices to me required hereunder. In the event the address has not been completed, is illegible or NFM has reason to believe it is no longer accurate, NFM is authorized to use the address I give in regard to the most recent transaction on the account. In the event I change addresses I must notify NFM in writing of such change of address. NFM's address for written notice purposes is: 700 S 72nd St, Omaha, Ne 68114.
- I will keep the merchandise purchased in good condition and free from liens and other security interests, will pay promptly all taxes and assessments thereon and will not destroy or dispose of the merchandise or encumber it until NFM has been paid in full for said merchandise.
- For all returned, exchanged, or cancelled merchandise, I agree to pay a reasonable fee to be determined by NFM. Such charges will be subject to the same terms as my purchases. I agree to the terms printed on the front and back of the NFM sales receipt, which are incorporated herein by this reference.
- Loss or damage to merchandise will not release me from the obligation to pay, after I have accepted delivery of said merchandise. I agree and understand that NFM is authorized to take all necessary action to perfect and continue perfection of its security interest in all merchandise purchased pursuant to this agreement. This writing contains the full, final and exclusive statement of the parties. NFM reserves the right to demand payment by cash or certified check.

Annual Percentage Rate (APR) for Purchases	18%
How to Avoid Paying Interest	Your Payment Due Date is at least 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance on or before the Payment Due Date each month.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at www.federalreserve.gov/creditcard .
Penalty Fees	
Late Payment	Up to \$25
Returned Payment	Up to \$25

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided with the account opening disclosures.

Security Interest: To the extent allowed by applicable law, a purchase money security interest will be taken in merchandise purchased under the account. See your account agreement for further details.

NOTICE TO CONSUMER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.

I have read and agree to the terms of the Nebraska Furniture Mart Revolving Charge Agreement and all applicable disclosures required by Federal Law.

PRINTED NAME

PRINTED NAME

Cardholder's Signature (1)

Date

Cardholder's Signature (2)

Date

ANY HOLDER OF THIS CONSUMER CREDIT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.

Ver002 10-2010



YOUR BILLING RIGHTS

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

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

Nebraska Furniture Mart, Inc.
NFM BILLING INQUIRIES DEPARTMENT
PO BOX 3000
Omaha, NE 68103

In your letter, give us the following information:

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

You must contact us within 60 days after the error appeared on your statement.

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.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Nebraska Furniture Mart, Inc.
NFM BILLING INQUIRIES DEPARTMENT
PO BOX 3000
Omaha, NE 68103

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 (and exercise other rights per your agreement with us).

Ver 002 10-2010

HOMEMAKERS FURNITURE/NEBRASKA FURNITURE MART PRIVACY INFORMATION

ABOUT YOUR ACCOUNT

We wish to inform you about our policies and practices with regard to gathering certain private information about you and using this information for our own purposes. We also wish to inform you about our policies and practices with regard to the disclosure of private information we have gathered about you to third parties, including disclosure to third parties that are considered under law to be our "affiliates," and disclosure to third parties that are considered to be "nonaffiliated." (An "affiliate" is any company that controls us, is controlled by us, or is related to us in that it is controlled by a company that also controls us. A "nonaffiliated third party" means anybody or any entity that is not an affiliate.)

"Private information" is information that we have gathered about our credit customers that is not public information. Specifically, we mean personally identifiable financial information about you a) that you provide to us to obtain credit, b) which results from any credit transaction with you or credit service performed for you, or c) which is otherwise obtained by us. It does not include information that is otherwise publicly available, either by observation or in sources of information such as phone directories and public courthouse records. However, listings of information that is generally public, such as names and addresses, are considered to be private to the extent that they are derived from private information we have about you. For example, under most circumstances, a list of the names and addresses of all or some of our credit customers would be considered private information. On the other hand, information about our customers or their account activities that contains no personally identifiable information is not private.

We take your privacy very seriously. Generally, it has been our practice to keep our credit customer's private information to ourselves except when necessary to perform certain marketing functions, to fulfill our contractual obligations to our customers, to enforce our contractual rights, or to exercise certain other rights allowed by law. We have several layers of security in place to protect against unlawful access by or inadvertent disclosure to unauthorized persons.

We are required by Federal law to provide you with this notice at the time you apply for credit with us, even if we decline your application, and at least annually while you have a credit relationship with us.

GENERAL PRIVACY INFORMATION

CATEGORIES OF PRIVATE INFORMATION WE COLLECT

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, including online registrations, such as the name and address of you and any joint account holder, phone numbers, dates of birth, credit references, employment and salary information, social security numbers, and other security information
- Information about your transactions with us, our affiliates, or others, including purchase and payment information
- Information we receive from consumer reporting agencies about your creditworthiness
- Information we receive from other sources, such as from your employer, from providers of marketing and demographic information, and from other third parties

CATEGORIES OF PRIVATE INFORMATION WE MAY DISCLOSE

We may disclose or provide access to all of the information we collect, as described above, to our marketing companies, to other companies acting on our behalf as our attorneys or agents, or to other financial institutions with which we have joint marketing agreements. We disclose information about your credit transactions, credit balances, and payment history with us, including your account number, to consumer credit reporting agencies. Otherwise, non-public personal information about our credit customers is not disclosed except for legal or business purposes as otherwise permitted by law.

CATEGORIES OF PERSONS TO WHOM PRIVATE INFORMATION IS OR MAY BE DISCLOSED

We may disclose or provide access to private information to companies that perform marketing services on our behalf, to other companies acting on our behalf as our attorneys or agents, or to other financial institutions with which we have joint marketing agreements. We disclose information to consumer credit reporting agencies. Otherwise, we do not disclose any private

information to anyone, except for legal and business purposes as otherwise permitted by law.

CATEGORIES OF PERSONS TO WHOM PRIVATE INFORMATION IS OR MAY BE DISCLOSED UNDER EXCEPTION FOR PARTIES WHO PROVIDE SERVICES FOR US OR WHO FUNCTION ON OUR BEHALF

We think we offer some of the finest merchandise at some of the best prices around, and we use private information we have collected about you to tell you about special offers we are extending, including special sales, special financing terms, or contests or other promotions. From time to time, we enlist the aid of marketing and advertising professionals to assist us in reaching as many customers as possible with our message, or to reach a certain category of customer who may be particularly interested in certain offers. Our marketing arrangements include appropriate written provisions preserving the confidentiality of any information disclosed to our marketing or advertising companies.

PRIVACY POLICIES AND PRACTICES

OUR POLICIES WITH REGARD TO DISCLOSING PRIVATE INFORMATION ABOUT YOU TO AFFILIATES AND TO NONAFFILIATED THIRD PARTIES

We do not disclose any nonpublic personal information about our credit customers to anyone, including affiliates and nonaffiliated third parties, except as mentioned herein and as otherwise permitted by law. We do not sell information about our customers.

OUR POLICIES WITH REGARD TO DISCLOSING PRIVATE INFORMATION ABOUT PERSONS WHO HAVE CEASED TO BE CUSTOMERS OF NEBRASKA FURNITURE MART, INC. TO AFFILIATES AND NONAFFILIATED THIRD PARTIES

We do not disclose any nonpublic personal information about our past or present credit customers to anyone, including affiliates and nonaffiliated third parties, except as mentioned herein and as otherwise permitted by law. We do not sell information about our customers, past or present.

OUR SAFEGUARDS FOR PROTECTING PRIVATE INFORMATION WE HAVE GATHERED ABOUT YOU

Access to your private information by our employees, attorneys, and agents is controlled by a security clearance system. We restrict access to nonpublic personal information about you to only those employees who may need to know that information to provide products or services to you, to answer your questions, to perform certain marketing functions, to fulfill our contractual obligations to you, to enforce our contractual rights, or to exercise certain other rights allowed by law. We store your private information on a computer system to which access is controlled by a security clearance system, and can only be obtained on an as needed basis by our employees and programming and hardware consultants. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

YOUR RIGHT TO OPT OUT OF CERTAIN DISCLOSURES TO AFFILIATES AND NONAFFILIATED THIRD PARTIES

Under Federal law, you have the right to prevent companies that share their private information about their customers from disclosing nonpublic personal and financial information about you. Nebraska Furniture Mart, Inc., however, does not share such information with affiliates or with nonaffiliated third parties except as allowed by law, so you do not have to do anything to prevent disclosure of your private information. If at any time we change our policies in this regard, we will let you know in advance and provide you with directions on how to be removed from the disclosure list.

Payment Protection Plan Information

The Payment Protection Plan is an optional insurance program that protects your Nebraska Furniture Mart account balance in the event of your, **the Primary Insured Cardholder's** involuntary unemployment, unpaid leave of absence, disability or death. As the Primary Insured Cardholder, you receive:

- **Property Coverage** — pays to repair or replace insured property if it is accidentally damaged, destroyed or stolen. Coverage continues for 36 months after the purchase of the insured property while this coverage is in effect.
- **Unemployment Coverage**—**pays a monthly benefit** payment if you become involuntary unemployed due to loss of job, strike or layoff for more than 30 consecutive days.
- **Family Leave Coverage**—**pays a monthly benefit** payment if you or your Insured Co-Cardholder take an unpaid leave from work due to a special circumstance for more than 30 consecutive days.
- **Disability Coverage**—**pays a monthly benefit** payment if you become totally disabled and unable to work for more than 30 consecutive days.
- **Life Coverage**—pays your unpaid account balance up to \$10,000 if you or your **Insured** Co-Cardholder should die.

Benefits, except for property, are based on your account balance at the time of loss and do not include any amounts added to your account after your loss. Life, Disability and Unemployment benefits are payable up to a maximum of \$10,000. Family Leave benefits are limited to 6 monthly payments. The cost is 89¢ per \$100 of your ending monthly balance **(in Kansas, if you want this coverage only for you, the Primary Insured Cardholder, your adjusted cost is 84¢ per \$100)** and is conveniently added to your billing statement each month. Coverage is voluntary and you are free to cancel at any time.

To be eligible for Unemployment, Family Leave and Disability benefits, you must be gainfully employed on a full time basis for at least 30 hours a week at the time of loss. To qualify for Unemployment benefits, you must register with a recognized employment agency or your state unemployment office within 30 days after the date you become unemployed.

Family Leave Insurance covers unpaid absences from full-time employment while you or your Co-Cardholder are insured and are caring for an immediate family member with a serious medical condition, caring for a newborn or adopted child (only 3 monthly benefits are paid for the care of a newborn or adopted child), on active military duty due to mandatory recall, on jury duty, or residing in a federally declared disaster area.

Family Leave Insurance does not cover losses caused by a pre-existing medical condition. A "pre-existing condition" is one for which your family member saw or was treated by a licensed health care provider both within the 6 months before **and** the 6 months after the Effective Date of Coverage.

The covered perils for Property Insurance are specified in your Certificate of Insurance or policy; please read your Certificate for details.

You are not required to obtain the optional Payment Protection Plan in order to open a Nebraska Furniture Mart, Inc. Revolving Charge Account or to make charges against the account. Accepting or declining insurance will not affect your credit limit. No insurance will be provided to you unless you sign and agree to pay the additional cost.

All coverage terminates at age 71. This program is available only in Iowa, Kansas, Missouri and Nebraska.

For more information about the Payment Protection Plan, call Central States Indemnity toll free 1-800-445-6500.

This plan is offered, administered and underwritten by Central States Indemnity Co. of Omaha and also underwritten by Central States Health & Life Co. of Omaha. Both companies of Omaha, Nebraska.