

## 1. Please enter information for Primary Applicant.

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

## 2. Please enter information for Joint Applicant.

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

## 4. Payment Protection Authorization - OPTIONAL

**Yes!** Please enroll me in the Payment Protection Plan. I have read and agree to the cost, benefits and exclusions noted in the attached Consumer Credit Application. I understand this plan is available only in Arkansas, Iowa, Kansas, Louisiana, Minnesota, Missouri, Nebraska, Oklahoma, South Dakota and Texas. I understand enrollment is optional, I am free to cancel at any time and I can buy property coverage from any insurer I choose.

Initial Here to Enroll (either applicant may initial)	Date	Print Name of Cardholder to be Primary Insured	Print Name of Co-Cardholder to be insured for Life Coverage	Form J472 Forms 10085 Rev 12/2015
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## 5. IMPORTANT!

**Turn to page 2, read and sign agreement. Mail both the application and the 2-page signed agreement (total of 3 pages).**

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

**Thank You!**

HOMEMAKERS FURNITURE / NEBRASKA FURNITURE MART REVOLVING CHARGE AGREEMENT (sign and return) account:

1. 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., TXFM, Inc., Homemakers Plaza, Inc. (collectively hereinafter referred to as "NFM"). All rights to payment are assigned to Nebraska Furniture Mart, Inc. All charges on the account are subject to the prior approval of NFM. Except for the arbitration provisions, 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 14 days after such notice will constitute agreement to the revised terms. NFM will send me a written notice a minimum of 45 days before the effective date of the change. Under the circumstances which will be described in any such notice, I may have the right to reject such change before the effective date and close the account.

Collateral

2. I and any authorized person by use of the account grant to NFM 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, until fully paid. 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, without breach of the peace.** 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.
3. 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.
4. 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.
5. 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.

Promotional Purchases

6. I understand any purchases I make under promotions identified as "Deferred Interest" accrue interest from the date of delivery using the Average Daily Balance method described below, but payment of the accrued interest will be deferred until the end of the promotion, as long as monthly payments are timely received by NFM. An average daily balance subject to interest which carries promotional deferred interest terms includes prior interest accrued. This accrued interest will be included in the balance for purposes of the interest calculation until the purchase amounts are fully paid. If the purchase amounts are fully paid before the end of the promotional period, the accrued interest will be waived. If the purchase amounts are not fully paid, the accrued interest will be added to my balance payable. I understand that if I fail to make on-time payments, all promotional terms may be canceled and all interest accrued from the date of delivery may be added to my balance payable, which will continue to accrue interest at the regular interest rate.
7. I understand any purchases I make under promotions identified as "Promotional Interest" accrue interest from the date of delivery using the Average Daily Balance method described below. I understand that if I fail to make on-time payments, all promotional terms may be canceled and my balance will revert to the regular interest rate.
8. I understand any purchases I make under promotions identified as "Level Payment" or "Fixed Payment" will require minimum payments fixed such that the qualified purchase balance will be paid in full during the promotional period, with minimum payments calculated as the balance divided by the remaining months in the promotional term, rounded up to next higher dollar amount. Adjustments and rounding may cause some variance in the minimum payments. I understand the Minimum Monthly Payment required on my monthly billing statement will be calculated as explained in paragraph 10 below.
9. I understand the terms of this agreement apply to all purchases and that any promotional terms that are different from the terms in this agreement will be explained on promotional advertising or other disclosures provided to me. I understand I may need to pay more than the minimum payment required each month in order to have purchases fully paid before the end of promotional periods. I understand any remaining balance still owed at the end of the promotional period will revert to the regular interest rate and will continue to accrue interest at that rate until fully paid.

Statements and Payments

10. 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 payable 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 pay at least the amount identified as the 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 the sum of any late, returned payment and insurance fees, plus any promotional "Level Payment" or "Fixed Payment" due, plus 4% of the New Balance (excluding any promotional "Level Payment" or "Fixed Payment" balance), rounded to the next higher dollar amount or \$15.00, whichever is greater, not to exceed the balance owed. I can always pay more than the Minimum Monthly Payment. I understand the unpaid portion of all charges, with both regular and promotional terms (excluding the "Deferred Interest") will be included in the calculation of the Minimum Monthly Payment.

11. **NOTICE: If I pay the New Balance on or before the Payment Due Date, no interest charge will be added to my balance payable for that month. Otherwise, interest charges accrue from the date each transaction is posted.**

12. Unless applicable law otherwise requires, payments will be applied first to outstanding late, returned payment and insurance fees, and promotional purchases with an outstanding "Level Payment" or "Fixed Payment" due. Next, any remaining amount of the Minimum Monthly Payment, as well as any excess over the Minimum Monthly Payment, will be applied first to amounts with promotional "Deferred Interest" terms during the last two cycles of the promotional period; next to interest-bearing amounts, in interest rate order, higher rates first; then to other amounts with promotional "Deferred Interest" terms in the order of expiration, soonest first. I understand that while I may pay an amount in excess of the Minimum Monthly Payment, this will not excuse my obligation to pay Minimum Monthly Payments each of the following months I owe a balance.

13. 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. I and any authorized person understand that, at the time of purchase, I or any such authorized person must provide to NFM certain information to verify identity and account number. I understand that any purchases made in this manner will be subject to a purchase money security interest as described above. 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 referred to herein.

14. **NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.**
15. **NOTICE: If I do not pay the total New Balance by the Payment Due Date, an interest charge will be added to the account for the current billing period. THE INTEREST 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).**

16. 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.

Default and Acceleration

17. If I fail to make payments as agreed, or I am otherwise in default, my entire balance (including all interest previously deferred) 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. I agree to pay reasonable expenses, court costs and attorney fees incurred by NFM to the extent allowed by applicable law if NFM elects to enforce its rights under this agreement, including but not limited to repossessing its collateral without breach of the peace, or any other rights with regard to its security under the Uniform Commercial Code and/or applicable law.

Other Charges and Fees

18. **NOTICE: If I fail to make my Minimum Monthly Payment within the number of days shown below, NFM may, to the extent allowed by applicable law, charge me a late payment fee as shown below which will be added to my balance. No late payment fee shall exceed \$25 or the Minimum Monthly Payment due.**
19. **NOTICE: If I make any payment that is not honored by the bank on which it is drawn or is returned, NFM may, to the extent allowed by applicable law, charge me a returned payment fee as shown below which will be added to my balance. No returned payment fee shall exceed \$25.**

Nebraska Residents	after 10 days late	\$5 or 5% of the unpaid amount, whichever is greater
Iowa Residents	after 10 days late	\$15
Kansas Residents	after 10 days late	\$5 if the unpaid amount is \$25 or less \$10 if the unpaid amount is over \$25
Missouri Residents	after 10 days late	\$5 if the unpaid amount is less than \$25 \$10 if the unpaid amount is \$25 or more
Texas Residents	after 21 days late	\$15
Oklahoma Residents	after 10 days late	\$22 or 5% of the unpaid amount, whichever is greater
Louisiana Residents	after 10 days late	\$10 or 5% of the unpaid amount, whichever is greater
Arkansas Residents	after 10 days late	\$25
Residents of other states	after 10 days late	\$25, or the maximum permitted by applicable law, whichever is less

Nebraska Residents	\$15
Iowa Residents	\$20
Kansas Residents	\$25 after written notice
Missouri Residents	\$20
Texas Residents	\$15
Oklahoma Residents	\$25
Louisiana Residents	\$25
Arkansas Residents	\$25
Residents of other states	\$25, or the maximum permitted by applicable law, whichever is less

Miscellaneous

20. 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 21.
21. I understand that the address given with my application, or my email address, as per my request, is the address to which NFM will send any written notices to me required hereunder. In the event the address cannot be used, 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.
22. I understand any phone number or email address I provide in connection with this account, including personal or work email, land line or mobile phone, may be used by NFM or its subsidiaries, affiliates or debt collectors to contact me in regard to my account, and I consent to communication made with any other persons at such number or address. Methods of contact may include use of pre-recorded messages and automated dialing systems. I acknowledge that certain of these calls may result in telecommunications charges to me.
23. For all returned, exchanged, or canceled 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 reverse sides of, or which are provided with or as attachments to the NFM sales receipt, which are incorporated herein by this reference.
24. This agreement shall be governed by and construed under federal laws and the laws of the state of Nebraska, except to the extent described in paragraphs 18 and 19 above or determined to be subject to other state law notwithstanding this choice of law.

25. It is NFM's intent to comply with all federal and state 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. Any interest received over an applicable limit will be applied to the account balance or refunded.
26. **NOTICE regarding Texas sales:** For questions or complaints about this contract, contact NFM at 1(800) 359-1200 or Nebraska Furniture Mart, Inc., 700 S 72 St., Omaha, NE 68114. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, TX 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).
27. **ARBITRATION:** NFM and I agree that any claim or dispute ("Claim") between me and NFM and/or between me and NFM's employees, directors, owners, subsidiaries, affiliates, agents or representatives arising from or relating to this agreement (whether contract, tort, equity or statutory), may, at the election of any such party, be resolved exclusively through binding mandatory arbitration with the American Arbitration Association ("AAA") or another mutually acceptable arbitration association, except that (a) any party may file a case in a small claims court as long as it remains in such court and the Claim and any counterclaim are an individual Claim and not a class action, and (b) if NFM sues in court to collect amounts I owe, I agree that any counterclaim I may bring in such action shall be brought on an individual basis only and not as a class action. **NO PARTY MAY BRING A CLAIM OR COUNTERCLAIM AS A CLASS REPRESENTATIVE OR PARTICIPANT IN A CLASS OR COLLECTIVE ACTION. IF A CLAIM IS ARBITRATED, THE ARBITRATION REPLACES THE RIGHT TO GO TO COURT INCLUDING THE RIGHT TO A JURY.** The arbitrator shall not have the right to grant any class action in any form. The arbitrator shall not award relief in a form or amount that exceeds that available under applicable law. Unless the arbitration rules require otherwise, arbitration costs and fees will be split equally up to \$400. NFM will pay any additional arbitration costs and fees subject to reapportionment in the award. For information on AAA rules and filing a case, visit [www.adr.org](http://www.adr.org). This clause shall inure to the benefit of and be binding on each party and their respective heirs, successors and assigns. This clause is governed by the Federal Arbitration Act and shall survive termination or payoff of this agreement.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>18%</b>
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 any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov">www.consumerfinance.gov</a> .
Fees	
Penalty Fees	
▪ Late Payment	Up to <b>\$25</b>
▪ Returned Payment	Up to <b>\$25</b>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

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.

**NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. 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 (both sides) and all applicable disclosures required by federal law. **I acknowledge receipt of a copy of this agreement.**

PRINTED  
NAME: \_\_\_\_\_

\_\_\_\_\_  
**Cardholder's Signature (1)**

\_\_\_\_\_  
**Date**

PRINTED  
NAME: \_\_\_\_\_

\_\_\_\_\_  
**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**

ver005 12-2016

#### **BILLING RIGHTS SUMMARY**

##### 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).

HOMEMAKERS FURNITURE / NEBRASKA FURNITURE MART REVOLVING CHARGE AGREEMENT (cardholder copy – retain for your records)

1. 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., TXFM, Inc., Homemakers Plaza, Inc. (collectively hereinafter referred to as "NFM").** All rights to payment are assigned to Nebraska Furniture Mart, Inc. All charges on the account are subject to the prior approval of NFM. Except for the arbitration provisions, **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 14 days after such notice will constitute agreement to the revised terms. NFM will send me a written notice a minimum of 45 days before the effective date of the change. Under the circumstances which will be described in any such notice, I may have the right to reject such change before the effective date and close the account.**

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Statements and Payments

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Default and Acceleration

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Other Charges and Fees

18. **NOTICE: If I fail to make my Minimum Monthly Payment within the number of days shown below, NFM may, to the extent allowed by applicable law, charge me a late payment fee as shown below which will be added to my balance. No late payment fee shall exceed \$25 or the Minimum Monthly Payment due.**

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Kansas Residents	after 10 days late	\$5 if the unpaid amount is \$25 or less \$10 if the unpaid amount is over \$25
Missouri Residents	after 10 days late	\$5 if the unpaid amount is less than \$25 \$10 if the unpaid amount is \$25 or more
Texas Residents	after 21 days late	\$15
Oklahoma Residents	after 10 days late	\$22 or 5% of the unpaid amount, whichever is greater
Louisiana Residents	after 10 days late	\$10 or 5% of the unpaid amount, whichever is greater
Arkansas Residents	after 10 days late	\$25
Residents of other states	after 10 days late	\$25, or the maximum permitted by applicable law, whichever is less

Nebraska Residents	\$15
Iowa Residents	\$20
Kansas Residents	\$25 after written notice
Missouri Residents	\$20
Texas Residents	\$15
Oklahoma Residents	\$25
Louisiana Residents	\$25
Arkansas Residents	\$25
Residents of other states	\$25, or the maximum permitted by applicable law, whichever is less

Miscellaneous

20. 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 21.
21. I understand that the address given with my application, or my email address, as per my request, is the address to which NFM will send any written notices to me required hereunder. In the event the address cannot be used, 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.
22. I understand any phone number or email address I provide in connection with this account, including personal or work email, land line or mobile phone, may be used by NFM or its subsidiaries, affiliates or debt collectors to contact me in regard to my account, and I consent to communication made with any other persons at such number or address. Methods of contact may include use of pre-recorded messages and automated dialing systems. I acknowledge that certain of these calls may result in telecommunications charges to me.
23. For all returned, exchanged, or canceled 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 reverse sides of, or which are provided with or as attachments to the NFM sales receipt, which are incorporated herein by this reference.
24. This agreement shall be governed by and construed under federal laws and the laws of the state of Nebraska, except to the extent described in paragraphs 18 and 19 above or determined to be subject to other state law notwithstanding this choice of law.

25. It is NFM's intent to comply with all federal and state 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. Any interest received over an applicable limit will be applied to the account balance or refunded.
26. **NOTICE regarding Texas sales:** For questions or complaints about this contract, contact NFM at 1(800) 359-1200 or Nebraska Furniture Mart, Inc., 700 S 72 St., Omaha, NE 68114. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, TX 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).
27. **ARBITRATION:** NFM and I agree that any claim or dispute ("Claim") between me and NFM and/or between me and NFM's employees, directors, owners, subsidiaries, affiliates, agents or representatives arising from or relating to this agreement (whether contract, tort, equity or statutory), may, at the election of any such party, be resolved exclusively through binding mandatory arbitration with the American Arbitration Association ("AAA") or another mutually acceptable arbitration association, except that (a) any party may file a case in a small claims court as long as it remains in such court and the Claim and any counterclaim are an individual Claim and not a class action, and (b) if NFM sues in court to collect amounts I owe, I agree that any counterclaim I may bring in such action shall be brought on an individual basis only and not as a class action. **NO PARTY MAY BRING A CLAIM OR COUNTERCLAIM AS A CLASS REPRESENTATIVE OR PARTICIPANT IN A CLASS OR COLLECTIVE ACTION. IF A CLAIM IS ARBITRATED, THE ARBITRATION REPLACES THE RIGHT TO GO TO COURT INCLUDING THE RIGHT TO A JURY.** The arbitrator shall not have the right to grant any class action in any form. The arbitrator shall not award relief in a form or amount that exceeds that available under applicable law. Unless the arbitration rules require otherwise, arbitration costs and fees will be split equally up to \$400. NFM will pay any additional arbitration costs and fees subject to reapportionment in the award. For information on AAA rules and filing a case, visit [www.adr.org](http://www.adr.org). This clause shall inure to the benefit of and be binding on each party and their respective heirs, successors and assigns. This clause is governed by the Federal Arbitration Act and shall survive termination or payoff of this agreement.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>18%</b>
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 any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov">www.consumerfinance.gov</a> .
Fees	
Penalty Fees	
▪ Late Payment	Up to <b>\$25</b>
▪ Returned Payment	Up to <b>\$25</b>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

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.

**NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. 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 (both sides) and all applicable disclosures required by federal law. **I acknowledge receipt of a copy of this agreement.**

card  
holder  
copy

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

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#### BILLING RIGHTS SUMMARY

##### 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).

## **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, nonpublic 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 – IMPORTANT INFORMATION

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

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

Benefits, except for Property Insurance, are based on your account balance at the time of loss and do not include any amounts added to your account (including insurance charges) after your loss. The monthly benefit payment will be calculated by multiplying your account balance on the date of loss by no less than the minimum payment percent required by the creditor. The monthly benefit payment may not be enough to pay the required monthly payment on your account. Life, Disability and Involuntary Unemployment benefits are payable up to a maximum of \$10,000 or the account balance, whichever is less. Benefits for Property Insurance will not exceed \$10,000, subject to the Maximum Property Insurance Benefit provision contained in your Certificate. The cost is 89¢\* per \$100 of your ending monthly balance and is conveniently added to your billing statement each month that you carry a balance. The maximum amount of insurance on your account is \$10,000. Coverage is voluntary and you are free to cancel at any time.

To be eligible for Involuntary Unemployment and Family Leave\* 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 Involuntary 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 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 medical 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. Family Leave\* benefits are limited to 6 monthly payments.

**The covered perils for Property Insurance are:** Aircraft, Burglary (of which there must be visible evidence of forcible entry) from within a building, room or locked motor vehicle, Civil Commotion, Collision, Earthslide, Explosion, Fire, Riot, Lightning, Hurricane, Hail, Marine Perils, Malicious Mischief, Smoke, Tornado, Typhoon, Vandalism, Vehicles and Windstorm. Coverage does not include accidental dropping, breaking or breakdown of property due to normal wear and tear.

All coverage terminates at age 71\*. **This program is available to residents of AR, IA, KS, LA, MN, MO, NE, OK, SD and TX.**

For more information about the Payment Protection Plan, call Central States Indemnity toll free at 1-800-834-9118, Monday through Friday, 8 a.m. to 5 p.m. CST.

### ***Disclosure Statement:***

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.

**\*Plan Modifications:**

**AR, IA, NE:** You must be gainfully employed (at least 30 hours per week or more) to receive Disability benefits. AR, KS, MN: If you do not need Life coverage for a Co-Cardholder, your cost will be 84¢ per \$100 of your ending monthly balance.

**LA, SD:** Involuntary Unemployment benefits are limited to 9 monthly payments. Life insurance benefits are not payable for death in the event of suicide within 6 months of the effective date of coverage. Benefits are not payable for total disability which is the result of normal pregnancy or childbirth; any intentionally self-inflicted injury; or a pre-existing medical condition.

**MN:** Life, Disability, Unemployment and Family Leave coverage terminates at age 71. Property coverage does not terminate at a specified age. Upon reaching age 71, your cost will be adjusted to 20¢ per \$100 of your ending monthly balance for Property coverage.

**MO:** Life Coverage is only available to the Primary Insured, your cost will be 81.6¢ per \$100 of your ending monthly account balance.

**TX:** Family Leave coverage is not available. Your cost is 50.7¢ per \$100 of your ending monthly balance for Joint Life, Disability, Involuntary Unemployment and Property coverage. If you do not need Life coverage for a Co-Cardholder, your cost will be 47.3¢ per \$100. Life and Disability coverage terminates at age 71. Involuntary Unemployment and Property coverage does not terminate at a specified age. Upon reaching age 71, your cost will be adjusted to 22.9¢ per \$100 for Involuntary Unemployment and Property coverage. Life insurance benefits are not payable for death in the event of suicide within 6 months of the effective date of coverage. Disability Coverage pays a monthly benefit payment to your account if you become totally disabled and unable to work for more than 14 consecutive days. Benefits are not payable for total disability which is the result of normal pregnancy or childbirth; any intentionally self-inflicted injury; or a pre-existing medical condition. To be eligible for Involuntary Unemployment coverage, you must be gainfully employed (at least 30 hours per week or more) for at least 90 consecutive days prior to your effective date of coverage. Self-employed and retired individuals are not eligible for Involuntary Unemployment coverage. Involuntary Unemployment coverage excludes retirement, resignation, job loss due to willful or criminal misconduct and disability. Please refer to your Certificate of Insurance for Involuntary Unemployment conditions and exclusions that apply.

**This plan is offered, administered and underwritten by Central States Indemnity Co. of Omaha (CSI) and also underwritten by Central States Health & Life Co. of Omaha. Both companies are of Omaha, NE.**

After your enrollment form has been processed, you will receive a personalized Certificate of Insurance explaining all benefits and provisions of the coverage. The effective date of coverage will be shown on your Certificate. For more information about the Payment Protection Plan, call Central States Indemnity toll free at 1-800-834-9118, Monday through Friday, 8 a.m. to 5 p.m. CST.