

If your financial institution does not honor the check or other payment instrument you give Morgan, or if Morgan must return a check because it is not signed or is otherwise irregular, we may charge you a returned check fee of up to \$35.00. However, the actual fee assessed shall not exceed the amounts allowed by state law and may be less if determined appropriate by Morgan.

12. SECURITY INTEREST: Morgan has and will retain a security interest in all goods purchased from Morgan for all balances incurred through the use of the Card, until the New Balance is paid in full. We may charge a fee for filing a security interest financing statement with public officials or, instead of filing with public officials, we may charge a security interest non-filing fee to purchase security interest insurance from a third party insurer.

13. RESEARCH FEE: Should a duplicate sales slip or charge card statement be requested by me, that request will incur a service fee of \$3.00 per item. I will pay that \$3.00 fee when the item(s) is ordered from Morgan. This fee may be waived if I can show documentation that the request is made for tax or legal purposes; and will be waived if Morgan was in error.

14. DELINQUENCY: As required by Utah Law, you are hereby notified that should your account become delinquent, a negative credit report reflecting on your credit records may be submitted to credit reporting agencies due to your failure to fulfill the terms of your credit obligation.

15. PAYMENT PROTECTION SUMMARY OF COVERAGE AND CHARGES: IMPORTANT INFORMATION ON OPTIONAL CREDIT INSURANCE PROGRAM LIMITATIONS, EXCLUSIONS AND COSTS: Upon acceptance of your enrollment, you will receive your Certificates and/or Policies indicating your effective date. Eligibility, restrictions and exclusions vary by coverage and state. Read your Certificate and/or Policies carefully for full details. If you have other insurance that covers the same risks as described, you may not need or want to purchase this insurance. This credit insurance is optional. You are not required to purchase the insurance to obtain credit. You are free to cancel at any time. Premium rates are subject to change. Rates disclosed are accurate as of the printing date of this disclosure. The underwriters referenced below reserve the right to modify the terms and conditions of the Certificate upon written notice and subject to state regulations.

COVERAGE IS AVAILABLE IN: ID, MT, NV, OR, UT & WA

LIFE, DISABILITY AND UNEMPLOYMENT COVERAGES APPLY ONLY TO THE PERSON WHOSE NAME APPEARS FIRST ON THE ACCOUNT.

NOTICE: THE INSURANCE MAY NOT BE ENOUGH TO COMPLETELY PAY OFF YOUR LOAN.

LIFE BENEFITS: If you die, Credit Life Insurance will pay to the Creditor the outstanding balance on the date of death, up to the Certificate maximum of \$10,000. Suicide is excluded.

DISABILITY BENEFITS: If you become totally disabled, Credit Disability Insurance will pay to the Creditor your minimum monthly payment on your account on the date of loss. Benefits begin after 14 consecutive days of disability and are retroactive to the first day of loss. Benefits will continue until your balance on the date of loss is paid off, you return to work, you are no longer disabled, or you reach the Certificate maximum of \$10,000, whichever occurs first. Disability benefits are not payable for normal pregnancy in ID, NV, OR, UT; intentionally self-inflicted injuries in ID, MT, NV, OR & WA, or UT commission of felony acts in ID; war or military service in MT, NV or WA; Foreign travel or residence in MT; flight in a non-scheduled aircraft in MT, NV or WA; elective surgery in NV, OR, UT or WA; or a defined preexisting condition in OR or WA.

INVOLUNTARY UNEMPLOYMENT INSURANCE: If you become involuntarily unemployed, Involuntary Unemployment Insurance will pay to the Creditor your scheduled minimum monthly payment due on your account as of the date of loss, until your balance is paid off, you return to work, or you reach the Certificate maximum of \$10,000, whichever occurs first. Benefits begin after 30 consecutive days of unemployment and are retroactive to the first day of loss. Unemployment excludes discharge for a cause. Benefits are not payable on purchases or advances made during claim period.

Personal Property Collateral Insurance: If merchandise purchased on your account is damaged or destroyed by fire, flood, theft, or from other perils mentioned in your Certificate, Policy or in any Endorsements, the insurance will pay the Creditor the cost of repairing or replacing your merchandise. Coverage will not be provided against loss or damage caused by the insured's neglect to protect the property during and after any covered loss to the extent of the insured's neglect or to antiques or any unique articles. We do not insure the antiquity, uniqueness, aesthetic or sentimental values of such articles.

This coverage might duplicate existing coverages if you have a residential property insurance policy. It applies to any item of covered property on which you owe a debt. This coverage is primary, so it is the first source to be used in the event of a loss on property it covers. You may cancel this coverage at any time by calling the insurer at the toll free number provided to you, or by writing to the insurer.

The premium charges for this coverage is based on your entire outstanding balance, but the coverage only applies to tangible personal property purchased on an open-end credit account. Services, meals or other consumables, entertainment, finance or service fees, loan interest, delivery charges, or other insurance premiums, which may be part of your outstanding

balance, are not covered. Therefore, you may be paying premiums on items not covered under your Policy/Certificate.

GENERAL PROVISIONS: Maximum entry age in all states is 70. Coverage terminates in all states at age 71. The monthly premium charged to your account will be:

\$1,449 in ID; \$1,429 in MT; \$908 in NV*; \$1,370 in OR; \$1,373 in UT; \$1,264 in WA per \$100 of your outstanding balance. The cost of credit insurance will be financed at the rate specified in your agreement with the Creditor.

You represent that you are currently employed and working at least thirty (30) hours per week, unless unemployed due to a seasonal layoff.

Credit Life and Credit Disability Coverages are underwritten by American Republic Insurance Company in ID, MT and UT, and Life of the South Insurance Company in NV, OR and WA. Credit Involuntary Unemployment and Personal Property Collateral Protection Coverages are underwritten by Lyndon Southern Insurance Company. The Underwriting Companies are referred to in this Summary as "Company and/or "insurer" and their Administrative Office is located at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, Florida, 32256. The creditor has a financial interest in the sale of this insurance. Coverages are only available as a package, unless otherwise indicated herein. If you cancel within 30 days of receiving your Certificates and/or Policies, we will refund your premium. Insurance and cost disclosures are accurate as of the printing date.

Each insurer is solely responsible for the financial obligations of its policies.

*Coverages are only available as a package except in NV where you may elect to purchase the package, personal property collateral insurance only (monthly premium charge to your account will be \$ 525 per \$100 of your outstanding balance), or the combined Credit Life, Credit Disability and Credit Involuntary Unemployment coverage at a rate of \$ 383 per \$100 of your outstanding balance.

This insurance product is not a deposit, nor is it insured or guaranteed by the FDIC or any Federal Government Agency. We may not condition your extension of credit on either: your purchase of an insurance product from us or a prohibition on your obtaining insurance from an unaffiliated entity.

16. PRIVACY NOTICE: At Morgan Jewelers, we appreciate the trust that clients place in us and we recognize the importance of protecting the confidentiality of non-public personal information that we have in our possession. The information is used to ensure accuracy in reporting and record keeping to carry out requested transactions. Keeping this information secure is a top priority of Morgan Jewelers and in keeping with recently adopted regulations; we share our Privacy Policy for our retail customers.

This privacy policy applies to consumers who currently have an open account with Morgan Jewelers. We will provide our Privacy Policy to consumers when they open a new account and annually after that. If we change this Privacy Policy, you will be notified in advance.

We obtain the following kinds of non-public personal information:

- Information we receive from you on applications or other forms, such as your name, address, or social security number;
- Information about your transactions with us such as your account balance and payment history; and
- Information we may receive from credit reporting agencies that has been supplied by credit reporting companies.

The non-public personal information that is obtained is safeguarded in accordance with our internal policies and procedures. These policies permit only those employees who need to know the information in order to perform their duties to have access to customer's non-public personal information. We maintain physical, electronic and procedural safeguards designed to comply with federal standards to guard client's non-public personal information.

We do not disclose non-public personal information about you to anyone, except as permitted by law.

Even if you are no longer a Morgan Jewelers customer, our Privacy Policy will continue to apply to you.

This Privacy Policy applies to non-public personal information about individuals who obtain financial products or services primarily for personal, family or household purposes. We reserve the right to change this Privacy Policy, and any of the policies described above, at any time

17. 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 to us at:
Morgan Jewelers
P.O. Box 45820
Salt Lake City, UT 84145
(You may also contact us on the Web:
credit@morganjewelers.com)

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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. 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 to you why we believe the bill is correct.

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 on that amount.
- 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 balance 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 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 that 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 (or electronically) at:

Morgan Jewelers
P.O. Box 45820
Salt Lake City, UT 84145
credit@morganjewelers.com

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.



VIP CARD HOLDER BENEFITS

- Exclusive money saving offers
- Early notification and invitations to special events
- Flexible payment options
- Auto pay option available
- No annual fee
- Expanded buying power
- Optional payment/credit protection insurance program^{REV. 8/17}

PROTECT YOUR CREDIT WITH

PAYMENT PROTECTION

You have worked hard to build your credit. Now, help protect that credit with our easy and valuable payment protection program.

Benefits Include:

- 1. PROPERTY COVERAGE**
Covers theft or damage and pays to repair or replace covered jewelry up to \$10,000.
- 2. INVOLUNTARY UNEMPLOYMENT**
If you become involuntarily unemployed for more than 30 consecutive days, payment protection will make your payment, up to \$500 per month up to a maximum of \$10,000 while unemployed.

3. DISABILITY

If you become totally disabled for more than 14 consecutive days, payment protection will make your payment, up to \$500 per month up to a maximum of \$10,000 while disabled.

4. LIFE

Should the unthinkable happen, your protection plan will give your loved ones peace of mind and pay the balance as of the date of death, up to \$10,000.

*Benefits are in addition to any other coverage you may have. See the certificate of insurance for complete rates, terms, and coverage descriptions.

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VIP CREDIT ACCOUNT APPLICATION

