LASIK EXAM INFORMATION

Thank you for choosing Castleman Eye Center for your LASIK evaluation.

What to expect:
1. Your consultation with our ophthalmologist will last approximately 2 hours.
2. To perform a complete eye examination for LASIK, your eyes will be dilated. This causes light sensitivity and blurry near vision and may last for 24 hours.
3. If you are concerned about driving while dilated, please have a driver accompany you.
4. Bring your current eyeglasses (or prescription) with you, as well as sunglasses—we can provide sunglasses if needed.
5. LASIK fees vary based on your level of correction and will be determined during your appointment.

CONTACT LENS PATIENTS – IMPORTANT!!

<table>
<thead>
<tr>
<th>If Your Contacts Are</th>
<th>Do not wear contacts for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard Contacts/Rigid/Gas Permeable</td>
<td>3 full weeks prior to exam</td>
</tr>
<tr>
<td>Soft Extended Wear – If you sleep in your contacts for</td>
<td>2 full weeks prior to exam</td>
</tr>
<tr>
<td>up to a week at a time</td>
<td></td>
</tr>
<tr>
<td>Soft Extended Wear – If you sleep in them for more</td>
<td>3 full weeks prior to exam</td>
</tr>
<tr>
<td>than 2 weeks at a time</td>
<td></td>
</tr>
<tr>
<td>Soft Daily Wear – If you never sleep in contacts</td>
<td>2 weeks prior to exam</td>
</tr>
</tbody>
</table>

LASIK PROCEDURE INFORMATION

- You and your doctor decide together which LASIK option is best for you.
- There are 2 steps involved in LASIK procedures:
  - Step 1 is Flap Creation and can be done by a blade or Laser (iLASIK).
  - Step 2 is reshaping your cornea and can be done using a Standard treatment (based on your eye exam) or CustomVue® Advanced treatment (uses a computerized map of your eye for treatment). The preferred method is CustomVue® Advanced LASIK (iLASIK) due to precision results and less risk of flap complications.
  - The vast majority of iLASIK patients see 20/20 or even better!
- You are awake during the LASIK procedure, but you will be given a mild sedative pill to help you relax.
- Your eyes will be numbed with drops, and aside from a little pressure, YOU MOST LIKELY WON’T FEEL A THING during the procedure.
- Both eyes are treated at the same visit and most patients return to work the next day.
- The LASIK procedure takes less than 15 minutes.

Appointment Date: _______________________________      Time:_______________________
Why Choose Castleman Eye Center for your LASIK procedure?

1. **We have our own dedicated State of the Art LASIK Operating Suite** in our Troy office where we personally oversee the maintenance and safety of the equipment. There are some lasers that are transported from office to office on a daily basis. It is important to maintain temperature and humidity at all times for the laser to function properly.

2. **We have performed over 9,000 Laser Vision Correction Procedures** and have been in practice for over 40 years. Dr. Singh received Vitals™ (a leading physician review site) Patient’s Choice Award and Compassionate Doctor Recognition for 2012, along with a 4 out of 4 Stars Rating.

3. **We offer ALL LASER LASIK (iLASIK).** The LASIK flap is created with a LASER, not a blade. Eliminating the blade, gives you a safer, more precise LASIK. In fact, all branches of the U.S. Military only recommend iLASIK technology for their servicemen and women.

4. **We offer FREE Consultations and No money down, ZERO INTEREST FINANCING** for 2 Years through Care Credit.

5. **All inclusive pricing, no hidden fees.** Our fees include pre-op testing, surgery and post-op care for one year. Owning our laser enables us to offer very competitive pricing.

6. **Our surgeons are all board certified, licensed ophthalmologists,** each with over 14 years experience.

7. **Our VISX certified, surgical support staff** each have over 14 years experience assisting doctors in thousands of LASIK surgery procedures.

8. **We use the VISX S4 Laser and CustomVue™ Wavescan Technology.** The Wavescan produces a detailed map of the eye, much like a fingerprint, and translates these digital treatment instructions directly to the VISX S4 Laser. The CustomVue™ procedure then tailors a distinct correction for each eye, which corrects unique imperfections, providing a new level of accuracy and "high definition" vision. Not all lasers have this capability.

9. **All pre-op and post-op care is provided by your surgeon,** not ancillary staff.

10. **We are conservative with our recommendations.** We won’t perform the LASIK procedure if we don’t think you will achieve excellent results.

11. **We offer many discount programs.** Visit our website at [www.castlemaneyecenter.com](http://www.castlemaneyecenter.com) for more information.

12. **Our surgery center was named one of the 100 Best Places to Work** in Healthcare by Becker’s ASC Review.
Am I a Candidate?

Perhaps the greatest news about iLASIK™ is that the majority of people with nearsightedness, farsightedness as well as astigmatism are candidates for this state-of-the-art vision correction procedure. With the use of a bladeless flap creator, and the wide range of vision imperfections that the FDA-approved treatment laser can correct, more people than ever before are excellent candidates for laser vision correction.

If you answer “true” to all the following criteria, it’s time for you to schedule an evaluation with your iLASIK™ surgeon today!

• I am in overall good health.
• I have had a stable eye prescription for at least one year.
• I have no existing eye diseases.
• I am at least 21 years old.
• I want to change my life and lifestyle with freedom from glasses and contacts.
Truly Customized All-Laser LASIK

If you’ve been waiting for the best in vision correction technology, your wait is over. All-laser iLASIK™ combines the very latest of three FDA-approved technologies to provide a truly customized LASIK procedure tailored specifically for your vision imperfections. Although surgeons have been performing LASIK procedures with great success over the past decade, never before has laser vision correction been able to address each individual’s vision needs with such precision and deliver such great results.

iLASIK™ in Action

Every process in iLASIK™ is customized for you, and aids the surgeon in getting the best possible results for your laser vision correction procedure. There are three main steps to the iLASIK™ procedure.

Step 1: WaveScan® Map

The first step in iLASIK™ is the preparation of the WaveScan® 3-D map. Through a series of tests, this tool maps out all the imperfections in your vision so your personalized vision correction plan can be formulated for the Advanced CustomVue vision correction laser.

Step 2: Intralase™ Laser

Although complications are rare, in conventional LASIK the majority occur during the creation of the flap with the microkeratome blade. The Intralase™ Laser used in iLASIK™ eliminates these types of complications. The flap, created with the Intralase™ Laser, is a thinner, more precise flap that allows for faster healing of the cornea.

Step 3: Advanced CustomVue laser vision correction

The last step in creating vivid and clear vision for you is the custom laser treatment on your cornea. The WaveScan® map provides the surgeon and the laser’s computer the information needed to reshape your cornea for your best vision possible. The cool beam of light treats the cornea painlessly and precisely, in just a matter of seconds.

What’s The Next Step?

If you’ve been thinking about vision correction for a while now but haven’t been able to commit, or you’ve been told in the past you weren’t a candidate, now is the time to re-evaluate. If your concerns are over results, iLASIK™ addresses those concerns for most people. In clinical studies, 100% of nearsighted patients and 95% of all participating patients could pass a driver’s test without glasses or contacts one year later. In addition, 98% of patients with mild-to-moderate nearsightedness obtained 20/20 vision or better.

If you weren’t a candidate for conventional LASIK because you required treatment outside the approved parameters, or your corneas were too thin, you may now be a candidate for iLASIK™. iLASIK™ is opening the doors to a future of better vision for many people who were not previously eligible.

If you have questions about affordability, most surgeons and LASIK centers have partnered with 3rd party financing companies to offer affordable monthly payments.

Your next step is to schedule an evaluation or consultation with an iLASIK™ surgeon to discuss your concerns in detail, confirm you are a candidate and then schedule your surgery date. It’s as simple as that! You’ll be enjoying your new vision before you know it and you’ll wonder why you waited so long.

New NASA guidelines specify that only iLASIK™ may be performed on its astronauts using precise measurement and wavefront-guided lasers.
<table>
<thead>
<tr>
<th>PATIENT NAME</th>
<th>HOME PHONE#</th>
<th>ALTERNATE PHONE#</th>
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<tbody>
<tr>
<td></td>
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<td>Work / Cell / Other</td>
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<th>E-MAIL ADDRESS</th>
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<thead>
<tr>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
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<tr>
<th>SEX</th>
<th>AGE</th>
<th>BIRTH DATE</th>
<th>MARITAL STATUS</th>
<th>SOCIAL SECURITY NUMBER</th>
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### NOTE:
The information below is a reporting requirement of the government Patient Protection and Affordable Care Act 2010. We are obligated to obtain this information from our patients.

#### Race:
- [ ] White
- [ ] American Indian or Alaska Native
- [ ] Asian
- [ ] Black or African American
- [ ] Native Hawaiian or Other Pacific Islander

#### Ethnicity:
- [ ] Hispanic
- [ ] Not Hispanic

#### Language Preference:
- [ ] English
- [ ] Other: _______________________

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<tr>
<th>EMPLOYER</th>
<th>OCCUPATION</th>
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<th>SPOUSE NAME</th>
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<th>SPOUSE'S EMPLOYER</th>
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<th>NEXT OF KIN</th>
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### MEDICAL INSURANCE

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### VISION INSURANCE

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### Allergies (drug, food or substance) & Reaction Severity

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<th>Allergy</th>
<th>Severity</th>
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<tbody>
<tr>
<td>________________________</td>
<td>mild / moderate / severe</td>
</tr>
<tr>
<td>________________________</td>
<td>mild / moderate / severe</td>
</tr>
</tbody>
</table>

### Past Ocular History: (Please mark all that apply)

- □ No History of Eye Disease
- □ Cataracts
- □ Hyperopia (Far sighted)
- □ Myopia (Near sighted)
- □ Amblyopia (Lazy eye)
- □ Diabetic Retinopathy
- □ Iritis
- □ Optic Neuritis
- □ Aphakia
- □ Dry Eyes
- □ Keratoconus
- □ Retinal Detachment
- □ Astigmatism
- □ Glaucoma
- □ Macular Degeneration

Other: ____________________________

### Eye Surgeries: (Please mark all that apply & list dates)

- □ No Prior Eye Surgery
- □ Foreign Body Removal
- □ Punctal Plugs
- □ Trabeculectomy
- □ Blepharoplasty
- □ Retinal Laser Surgery
- □ RK (Glaucma surgery)
- □ Cataract Surgery
- □ LASIK
- □ Strabismus Surgery
- □ Vitrectomy/Retina Surgery
- □ Corneal Transplant
- □ PRK (eye muscle surgery)

Other: ____________________________

### Current Eye Drops/Meds: (Please list)

____________________________________________________________________________________________________________
____________________________________________________________________________________________________________
____________________________________________________________________________________________________________

### Medical Illnesses (if yes, indicate # of years):

- □ Overall Healthy
- □ Anemia
- □ Arthritis
- □ Arrhythmia
- □ Asthma
- □ Bleeding Disorder
- □ Cancer
- □ Thyroid Disease
- □ Herpes/Shingles
- □ Toxoplasmosis
- □ Congestive Heart Failure
- □ COPD
- □ Diabetes _______yrs
- □ Eczema
- □ Fibromyalgia
- □ Headache
- □ Hearing Loss
- □ AIDS/HIV positive
- □ Sjogrens
- □ Hepatitis A, B or C
- □ High Blood Pressure _______yrs
- □ High Cholesterol
- □ Graves Disease
- □ Kidney Disease
- □ Kidney Stones
- □ Liver Disease
- □ Lupus
- □ Lupus
- □ Rheumatoid Arthritis

Insulin?  Yes_____  No______

Plaquenil for Rheumatoid Arthritis?  Yes_____  No______

Other: __________________________________________

### General Surgeries / Operations: (Please list all & dates)

____________________________________________________________________________________________________________
____________________________________________________________________________________________________________
____________________________________________________________________________________________________________

Please continue on the back side of this page →
Current Medications: (Please list)

Family History (Mother, Father, Siblings, Grandparents):
- Diabetes
- Stroke
- Blindness
- Macular Degeneration
- Arthritis
- Cancer
- TB
- Cataracts
- Retinal Disease
- Lazy Eye
- Heart Disease
- Kidney Disease
- Glaucoma
- High Blood Pressure

Other

Social History: (Please mark all that apply)
Smoking:
- current every day smoker
- current some day smoker
- former smoker
- never smoked

Alcohol Use:
- Yes
- No
If yes how much and how often?

Drug Use:
- Yes
- No
If yes what and how often?

Review of Systems: (Please mark all that apply)

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<thead>
<tr>
<th>Eyes</th>
<th>Respiratory</th>
<th>Blood / Lymphnodes</th>
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<tbody>
<tr>
<td>Previous Surgery</td>
<td>Cough</td>
<td>Easy Bruising</td>
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<tr>
<td>Contact Lens</td>
<td>Congestion</td>
<td>Gums Bleed Easy</td>
</tr>
<tr>
<td>Pain</td>
<td>Wheezing</td>
<td>Prolonged Bleeding</td>
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<tr>
<td>Double Vision</td>
<td>Asthma</td>
<td>Heavy Aspirin Use</td>
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<tr>
<td>Glaucoma</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cataracts</td>
<td>Heartburn</td>
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<tr>
<td>Macular Degeneration</td>
<td>Nausea / Vomiting</td>
<td></td>
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<tr>
<td>Dry Eyes</td>
<td>Jaundice / Hepatitis</td>
<td></td>
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<tr>
<td>Flashers</td>
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<tr>
<td>Floaters</td>
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<tr>
<th>Ear, Nose, and Throat</th>
<th>Gastrointestinal</th>
<th>MusculoSkeletal</th>
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<tr>
<td>Hard of Hearing</td>
<td>Heartburn</td>
<td>Stiffness</td>
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<td>Ringing in Ears</td>
<td>Nausea / Vomiting</td>
<td>Arthritis</td>
</tr>
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<td>Vertigo</td>
<td>Jaundice / Hepatitis</td>
<td>Joint Pain / Swelling</td>
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<tr>
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<th>Genito-Urinary</th>
<th>Skin</th>
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<tbody>
<tr>
<td>Chest Pain</td>
<td>Pain / Difficulty</td>
<td>Rash / Sores</td>
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<tr>
<td>Dizziness</td>
<td>Blood in Urine</td>
<td>Lesions</td>
</tr>
<tr>
<td>Fainting Spells</td>
<td>History of Kidney Stones</td>
<td>Hives / Eczema</td>
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<td>Shortness of Breath</td>
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<td>Irregular Heart Beat</td>
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<tr>
<td>Difficulty Lying Flat</td>
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<tr>
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<th>Psychiatric</th>
<th>Neurological</th>
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<tr>
<td>Fatigue / Weakness</td>
<td>Anxiety / Depression</td>
<td>Seizures</td>
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<tr>
<td>Fever</td>
<td>Mood Swings</td>
<td>Weakness / Paralysis</td>
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<td>Weight Gain / Loss</td>
<td>Difficulty Sleeping</td>
<td>Numbness</td>
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<td></td>
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<td>Tremors</td>
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<th>Immunologic</th>
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<td>Increased Thirst</td>
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<td>Hives</td>
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<tr>
<td>Increased Hunger</td>
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<td>Itching</td>
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<tr>
<td>Increased Urination</td>
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<td>Runny Nose</td>
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<tr>
<td>Increased Sweating</td>
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<td>Sinus Pressure</td>
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<tr>
<td>Fingernail Changes</td>
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</tbody>
</table>
Castleman Eye Center

Directions to Our Offices

Southgate Office
13080 Eureka Road, Southgate, MI, 48195 (734)283-0500

Directions:
From Telegraph (US 24) North/South: Take Telegraph to Eureka Road east. Get in left lane to make the turn-around to go west on Eureka Road. Take Eureka Road East turn Left at 13080 Eureka Road (which is just before Fort St. across the street from Arby's restaurant).

Coming from the North: Take I-75 to the Eureka Road exit (Exit #36). Turn left on Eureka east. Take Eureka Road East turn Left at 13080 Eureka Road (which is just before Fort St. across the street from Arby's restaurant).

Coming from the South: Take I-75 to the Eureka Road exit (Exit #36). Turn right on Eureka. Take Eureka Road East turn Left at 13080 Eureka Road (which is just before Fort St. across the street from Arby's restaurant).

From I-275 North/South: Take I-275 to Eureka Road (Exit #15). Turn right/left (east) on Eureka Road and go approximately 15 miles. Turn Left at 13080 Eureka Road (which is just before Fort St. across the street from Arby's restaurant).

Troy Office
Address: 113 East Long Lake Road, Troy, MI 48085

Directions:
From I-75 North/South: Take the Big Beaver road exit and travel east to Livernois. On Livernois, travel north to E. Long Lake Road. We are located on the north east corner of the E. Long Lake/Livernois intersection. Look for the Sunset Plaza/CVS where “Castleman Eye Center” is prominently displayed on our office.

From I-75 North/South (Alternate Route): Take Rochester Rd. North to E. Long Lake. Stay in the right lane because you will have to turn right at E. Long Lake, make a Michigan left and go west on E. Long Lake Road. Look for the Sunset Plaza/CVS on the right just before the actual Livernois/E. Long Lake intersection. “Castleman Eye Center” is prominently displayed on our office.
With CareCredit . . .

- Start care immediately
- Pay over time with low monthly payments
- For yourself and your family
- Two Types of Promotional Plans Available:
  
  ☐ No Interest if Paid in Full within 6, 12 or 18 Months †
  
  On purchases with your CareCredit card. Not all promotional plans are available in all offices. Interest will be charged to your account from the purchase date if the promotional balance, including optional charges, is not paid in full within 6, 12 or 18 months or if you make a late payment. Minimum Monthly Payments Required.

  or

  ☐ 14.90% APR & Fixed Minimum Monthly Payments for 24, 36, 48 or 60 Months † †
  
  On Purchases of $1,000 or more (24, 36 or 48 months) or $2,500 or more (60 months) with your CareCredit card. Accounts at Penalty APR ineligible for reduced APR. Fixed Minimum Monthly Payments Required. Penalty APR may apply if you make a late payment.

(See page 11 for details)

Step 1 Please follow these guidelines when completing your application:

- Please have available two forms of ID that can be verified: one primary ID and one secondary ID or two primary IDs. If using a co-applicant, the co-applicant must be present and also provide two forms of ID. Acceptable primary ID are State issued driver’s license (preferred), government issued ID, Non-Driver State issued ID, Passport, Military ID or Government issued Green/Resident Alien card. Acceptable secondary IDs are Visa, MasterCard, American Express, Discover, department store or an oil company credit card with an expiration date.

- Please include all forms of income from all full and part-time jobs, bonuses, commissions, and investments. You need only include child support, alimony, or separate maintenance income if you wish this income to be considered in your application.

- Please note that you must reside in the United States and be 18 years or older to apply.

Step 2 Please complete the rest of the application on the reverse side
**APPLICATION AND CREDIT CARD AGREEMENT**

**1. APPLICANT INFORMATION:** Please tell us about yourself. For WI residents: If you are applying for individual credit or joint credit with someone who is not your spouse, combine your and your spouse’s financial information on the application form.

- **Name (First-Middle-Last) Please Print**
- **Date of Birth**
- **Social Security Number**
- **Phone Number**

**Mailing Address**

- **Apt #**
- **City**
- **State**
- **Zip**

**Housing Information**

- **Nearest Relative Phone Number**

**E-Mail Address (optional)**

By providing an e-mail address, I consent to receive e-mail confirmation of my Application communications about my Account and periodic offers and updates from GE Money Bank and CareCredit LLC.

**2. CO-APPLICANT INFORMATION:** (COMPLETE ONLY IF CO-APPLICANT REQUESTING A CARECREDIT CREDIT CARD)

- **Name (First-Middle-Last) Please Print**
- **Date of Birth**
- **Social Security Number**
- **Phone Number**

**Mailing Address**

- **Apt #**
- **City**
- **State**
- **Zip**

**Housing Information**

- **Nearest Relative Phone Number**

**E-Mail Address (optional)**

By providing an e-mail address, I consent to receive e-mail confirmation of my Application communications about my Account and periodic offers and updates from GE Money Bank and CareCredit LLC.

**3. APPLICANT and CO-APPLICANT: We need your signature(s) below**

I am providing the information in this application to GE Money Bank ("GEMB"), to CareCredit LLC, to participating professionals ("Participating Professionals") that accept the CareCredit Card ("Card") and to program sponsors, and asking GEMB to issue me a Card. By applying for this account, I authorize and agree that:

- GEMB may furnish this and other information about me (even if my application is denied) and my account to CareCredit LLC and to Participating Professionals and program sponsors (and their respective affiliates) to create and update their records, and to provide me with service and special offers.
- GEMB may make inquiries it considers necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating my application, and for purposes of reviewing, maintaining or collecting my account.
- If my application is approved, the GEMB Credit Card Agreement ("Agreement"), a copy of which is attached, will be sent to me and will govern my account.
- Among other things, the Agreement: (1) INCLUDES A DISPUTE AND CLAIM RESOLUTION (INCLUDING ARBITRATION) PROVISION THAT MAY LIMIT MY RIGHTS; (2) MAKES EACH APPLICANT RESPONSIBLE FOR PAYING THE ENTIRE AMOUNT OF CREDIT EXTENDED; and (3) grants GEMB a security interest in the goods purchased on the account as permitted by law.
- I consent to GEMB and any other owner or servicer of my account contacting me about my account, including using any contact information or cell phone numbers I provide (whether now or in the future), and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.
- This application and the Agreement are governed by federal law and Utah law (to the extent that state law applies).

Federal law requires GE Money Bank to obtain, verify and record information that identifies applicants when opening an account. GE Money Bank will use applicants’ name, address, date of birth, and other information for this purpose.

If I have been pre-approved, I request that you open the type of account for which I was pre-approved. I have read the Prescreen Disclosures, Key Credit Terms and Agreement on the next pages and have been provided my credit line applicable to the account. GEMB reserves the right to refuse to open an account in my name if GEMB determines that I no longer meet GEMB’s credit criteria or if I do not meet GEMB’s debt to income requirements.

**Signature of Applicant**

**Signature of Co-Applicant (If Applicable)**

**Photo ID verified (initial):**

- **Applicant 1st ID Type / Number**
- **Applicant 2nd ID Type / Issuer**

- **Co-Applicant 1st ID Type / Number**
- **Co-Applicant 2nd ID Type / Issuer**

**E-Mail Address (optional)**

By providing an e-mail address, I consent to receive e-mail confirmation of my Application communications about my Account and periodic offers and updates from GE Money Bank and CareCredit LLC.
Interest Rates and Interest Charges

| Annual Percentage Rate (APR) for Purchases and Balance Transfers | 26.99% |
| APR for Cash Advances | 29.99% |
| Penalty APR and When it Applies | 29.99% |

This APR may be applied to your Account if you make a late payment.

How Long Will the Penalty APR Apply? If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.

Paying Interest
Your due date is at least 23 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. We will begin charging interest on cash advances and balance transfers on the transaction date.

Minimum Interest Charge
If you are charged interest, the charge will be no less than $2.

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 http://www.federalreserve.gov/creditcard.

Fees

| Transaction Fees | Either $5 or 4% of the amount of each transfer, whichever is greater. |
| Cash Advance | Either $5 or 4% of the amount of each cash advance, whichever is greater. |

| Penalty Fees | Up to $35 |
| Late Payment | Up to $35 |
| Returned Payment |

How We Will Calculate Your Balance: We use a method called “daily balance”. See your Credit Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement.

The information about the costs of the Account described herein is accurate as of 11/15/2010. This information may have changed after that date. To find out what may have changed, write us at GEMB, P.O. Box 981439, El Paso, TX 79998-1439.

Please read the following disclosure if you have received a pre-approval for a credit card

You can choose to stop receiving “prescreened” offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE below for more information about prescreened offers.

PRESCREEN & OPT-OUT NOTICE: This “prescreen” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, at 1-888-567-8688, or write to: Trans Union, Attn: Marketing Opt Out, P.O. Box 505, Woodlyn, PA 19094-0505; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; or Experian Opt-Out, P.O. Box 919, Allen, TX 75013.
1. CONTRACT. This Agreement ("Agreement") is a contract for the extension of credit. It controls your credit card account referenced on the document received with your credit card or on your welcome letter. This Agreement includes this document and the following documents:

- The application or any other document you submitted to us in connection with the account;
- The privacy policy that is enclosed with or attached to this document.

By opening or using your account, you agree to the terms of this Agreement. This Agreement starts when (i) you give us an account application we approve or (ii) you use your account or let someone else use it, whichever occurs first.

2. PARTIES. The parties to this Agreement are you and GE Money Bank. GE Money Bank is located at 170 West Election Road, Suite 125, Draper, Utah 84020. GE Money Bank sometimes is called "us," "we" or "our" in this Agreement.

3. PROMISE TO PAY. You promise to pay us for all credit that we extend on your account, including credit extended when you let another person use your account. You also promise to pay us for all other amounts owed to us under this Agreement.

4. CHANGING TERMS. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of this Agreement, including the interest rates, fees and charges.

5. GOVERNING LAW. Except as provided in the Dispute and Claim Resolution (Including Arbitration) provision, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

6. CREDIT CARD. We have issued or will send you a credit card for your use. You are not permitted to allow anyone else to use your credit card, but if you do, you will be responsible for such use. You will destroy all the credit card(s) issued on your account if we ask you to do so.

7. AUTHORIZED USER/JOINT ACCOUNT. If you ask us to send a credit card to another person that you want to let use your account, you will be responsible for all transactions made by that person. That person will be considered an authorized user. If another person is approved on the account, that person will be considered a joint account holder. Each joint account holder may use the account and agrees to the terms of this Agreement. No matter which joint account holder uses the account, each of you must pay back the full amount owed on the account. We may treat each of you as one account holder. For example, giving notice to one of you is considered the same as giving notice to both of you. Also, we may follow the instructions that we get from one of you even if they differ from instructions given by the other account holder.

8. USING YOUR ACCOUNT. You may use your account only as stated in this Agreement. You may use your account for the following:

- Purchases. You may buy goods or services;
- Cash Advances. If applicable, you may get cash advances by writing convenience checks we may provide to you from time to time or by other means we may make available. We may not honor a convenience check (i) if you filed for bankruptcy, (ii) if the check is expired, (iii) if your account is closed, (iv) if the amount of the check would exceed your available credit or cash advance limit, or (v) as otherwise stated on your convenience check; and
- Balance Transfers. If applicable, from time to time, we may offer you the chance to transfer balances from your other credit card accounts to this account. Unless we tell you otherwise, we will treat balance transfers as purchases. We reserve the right to decline to process any balance transfer request for any reason, and will not transfer a balance from any of our affiliates. Transfers will be processed in the order determined by us. If the amount you wish to transfer is greater than your available credit limit, we may reject the request(s). It may take up to four weeks for a balance transfer request to be credited to your other credit card account(s). It is your responsibility to make any payments required to keep your other account(s) current and to close your other account(s), if you desire. We are not responsible for any charges you may incur on your other account(s) as a result of your balance transfer(s). If you have a dispute with a creditor, and pay the balance in question by transferring it to your account, you may lose certain dispute rights.

You may use your account only for lawful personal, family or household purposes. You may not use your account for internet gambling or illegal purposes. You may not use your account to pay amounts you owe on this account or on other accounts you have with us. These restrictions are for our benefit, and we are not responsible to you for enforcing them.

9. CREDIT AND CASH ADVANCE LIMITS.

A. Assigning Limits. We will assign the following limit(s) on your account, as applicable. We may increase or decrease either or both of these limits at any time.

- **Credit Limit** – This is the highest amount of total credit we will extend to you on your account.
- **Cash Advance Limit** – This is the highest amount of credit we will extend to you for cash advances made on your account, if applicable. Cash transactions will also count towards your credit limit.

B. Exceeding Limits. We may refuse to authorize you to use your account if that use (including any fees associated with that use) will cause the total you will owe on your account to be more than your credit limit. If applicable, you may not get a cash advance if that cash advance (including interest and cash advance fees) will cause the total you will owe for cash advances on your account to be more than your cash advance limit. If we approve a transaction that causes the total you will owe on your account to be more than your credit limit or, if applicable, the total you will owe for cash advances on your account to be more than your cash advance limit, we do not give up any of our rights under this Agreement and we do not treat it as an increase in your credit limit or, if applicable, cash advance limit.

C. Limiting Transactions. We reserve the right not to approve transactions on your account. To prevent fraud, we may also limit the number or dollar amount of transactions you can make in a particular amount of time.

10. INTEREST. This section explains (i) the interest rates that will apply to your account, (ii) when interest will be charged on your account, and (iii) how the amount of interest is calculated.

A. Rates. The following rates apply to purchases and, if applicable, cash advances. A higher rate, which we call a "Penalty APR" may apply at certain times as described below. The Annual Percentage Rates (APRs) applicable to your account are shown in the table above and will also be shown on your billing statement.

We calculate interest on the balance of your account each day. We use a daily rate to calculate the interest each day. The daily rate is equal to the APR divided by 365.

1. **Purchase Rate.** The daily rate for purchases is .07394% (APR 26.99%) unless and until the penalty rate applies.
2. **Cash Advance Rate.** The daily rate for cash advances is .08216% (APR 29.99%) unless and until the penalty rate applies.
3. **Penalty Rate.** The penalty rate may apply if you do not make your total minimum payment by the payment due date and will continue to apply as provided in this section. As required by law, we will provide you with advance notice if we are going to apply the penalty rate to your account and we will tell you when the penalty rate will apply.

   a. **What is the Penalty Rate?** The daily penalty rate will be .08216% (APR 29.99%).

   b. **How Long Will the Penalty Rate Apply?** If you are not more than 60 days late on a payment, the penalty rate will apply to transactions made on your account after a date specified in the advance notice. Once in effect, if you then make all required payments by the payment due date for six consecutive billing periods, your rate will return to the standard APR; otherwise, the penalty rate will apply indefinitely.
If you are or become more than 60 days late on a payment, the penalty rate will apply to all balances and new transactions on your account not already subject to the penalty rate as specified in the advance notice. Once in effect, if you then make six consecutive minimum payments by the payment due date, starting with your first payment due date after the date specified in the advance notice, your rate for any balances created on your account prior to or within 14 days after the date of the advance notice that are not already subject to (or scheduled under a prior notice to be subject to) the penalty rate will return to the standard APR. If you do not make these six consecutive minimum payments, we may apply the penalty rate to all balances on your account indefinitely.

B. When We Charge Interest.

1. Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full, except as set forth below:
   - We will not charge you interest during a billing cycle on any purchases if (i) you had no balance at the beginning of the billing cycle or (ii) you had such a balance, you paid that balance in full by the due date in that billing cycle.
   - We will credit, as of the beginning of the billing cycle, any payment you make by the due date that we allocate to purchases if (i) you had no balance at the beginning of the previous billing cycle, or (ii) if you had such a balance, you paid that balance in full by the due date in the previous billing cycle.

2. Balance Transfers and Cash Advances. If applicable, we charge interest on your balance transfers and cash advances (and their related fees) from the date you make the transaction until you pay them in full. You cannot avoid paying interest on balance transfers or cash advances on or their fees.

C. How We Calculate Interest. During billing cycles in which interest is charged, for each balance type on your account we figure the interest charge on your account by applying the periodic rate to the “daily balance” of your account for each day in the billing cycle. A separate daily balance will be calculated for the following balance types, as applicable: purchases, balance transfers, cash advances and other balances that are subject to different interest rates, plans or special promotions.
   - First, we determine the “daily balance”. To determine the daily balance, we take the beginning balance each day, add any new charges and fees posted that day, and subtract any payments and credits posted that day. This gives us the daily balance.
   - Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by each daily balance on your account.
   - Third, we add the interest amount to the daily balance, and the sum will become the beginning balance for the following day.

Your interest charge for the billing cycle is the sum of the interest amounts that were charged each day during the billing cycle for each balance type. We charge a minimum of $2 of interest in any billing cycle in which you owe interest.

11. FEES. We may charge some or all of the following fees. The table at the beginning of this Agreement shows the amount of each of the transaction and penalty fees.

A. Transaction Fees.
   1. A Balance Transfer Fee for each balance transfer you make.
   2. A Cash Advance Fee for each cash advance you get.

B. Penalty Fees.
   1. A Late Payment Fee if we do not receive at least the total minimum payment due on your account by 5:00 p.m. (ET) on the due date shown on your statement.
      The amount of the late payment fee will be equal to: (1) $25 if you have paid at least your total minimum payment due by the payment due date in each of the prior six billing cycles or (2) $35 if you have not paid at least the total minimum payment due by the payment due date in any one or more of the prior six billing cycles. However, if the late payment fee would exceed the total minimum payment for which the late payment fee is assessed, the amount of the late payment fee will instead be equal to the amount of the total minimum payment that was due.
   2. A Returned Payment Fee if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored. The amount of the returned payment fee will be equal to: (1) $25 if your payments have been honored upon first presentment in each of the prior six billing cycles or (2) $35 if any payment has been dishonored upon first presentment in any one or more of the prior six billing cycles. However, if the returned payment fee would exceed the total minimum payment for the cycle in which the payment was dishonored upon first presentment, the amount of the returned payment fee will instead be equal to the amount of the total minimum payment that was due.

C. Other Fees.
   1. A Returned Convenience Check Fee of up to $35 if we do not honor a convenience check because (i) it will cause you to go over your cash advance limit, (ii) you filed a petition in bankruptcy, (iii) the check is expired, or (iv) your account is closed. The amount of the returned convenience check fee will be equal to: (1) $25 if your convenience checks have been honored in each of the prior six billing cycles or (2) $35 if any convenience check has been dishonored in any one or more of the prior six billing cycles. However, if the returned convenience check fee would exceed the amount of the dishonored convenience check, the amount of the returned convenience check fee will instead be equal to the amount of the dishonored convenience check.
   2. A Stop Payment Fee of $39.99 if we stop payment on any convenience check at your request.

12. YOUR PAYMENTS.

A. Required Payment and Crediting of Payment. Each billing cycle you must pay at least the total minimum payment by 5:00 pm (ET) on the payment due date. You may pay any time you pay more than the total minimum payment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. Any payments received after 5:00 pm (ET) will be credited as of the next day. We may delay making credit available on your account in the amount of your payment.

B. Minimum Payment. Your total minimum payment will be calculated as shown below. We round up to the next highest whole dollar in figuring your total minimum payment. In addition, if your new balance on your billing statement is less than $25, then your total minimum payment will be equal to the new balance. Your minimum payment will be:
   1. The sum of the following:
      (a) The greater of either:
         (i) $25; or
         (ii) 3.75% of the new balance shown on your billing statement (excluding any balance attributable to any special promotion that involves delayed or special payments); PLUS
      (b) Any past due amounts; PLUS
Any payment due in connection with a specific promotional purchase.

2. If you are charged a late payment fee during a billing cycle, for the next four months, we will make the following calculation each month as long as you make at least the initial minimum payment each month. We will calculate if the total of your payments is at least equal to the sum of the following: (A) the interest billed on your statement each month, plus (B) 1% of the new balance shown on your billing statement each month (excluding any balance attributable to any special promotion that involves delayed or special payments), plus (C) the late payment fee that was assessed in the billing cycle before the four month period. If for the four month period the sum of your payments is not at least equal to the sum of A, B and C, then your minimum payment for future billing cycles will be the greater of either:

(a) the minimum payment calculation shown in (1) above; or
(b) the sum of:

(i) 1% of the new balance shown on your billing statement (excluding any balance attributable to any special promotion that involves delayed or special payments) plus interest and late payment fees charged to your account in the current billing cycle; PLUS
(ii) Any past due amounts; PLUS
(iii) Any payment due in connection with a specific promotional purchase.

C. How to Make a Payment. To make a payment you must follow all the instructions below and the instructions on your billing statement. If you do not follow these instructions, credit of your payment to your account may be delayed up to five days.

1. Do the following: (a) make your payment in United States dollars by check, money order, or similar instrument from a bank located in the U.S.; (b) send the payment coupon from your billing statement with your payment; (c) send the payment and payment coupon from your billing statement in the envelope provided with your billing statement to the payment address listed on your billing statement; and (d) send only one payment and one payment coupon in each envelope. Alternatively you may make your payment online at the website address shown on your billing statement provided you make your payment in United States dollars from a bank located in the U.S.

2. Do not do the following: (a) staple, paper clip, tape or fold your payment or payment coupon; (b) include any other papers or items with your payment; (c) use a balance transfer or convenience check from your account to pay us; or (d) send us cash.

D. Other Ways to Make a Payment. Certain participating stores or providers may take payments that you make to them as a convenience to you. We may not credit those payments to your account until we receive them. We may allow you to make payments over the phone as an accommodation to you, but we may charge you a fee to do so.

E. Disputed Amounts. If you send us correspondence about a disputed amount, you must send it to the address for billing inquiries shown on your billing statement. You may not send it to the payment address shown on your billing statement. By “disputed amount,” we mean a payment of less than the full balance on your account that is labeled as “payment in full” or similar language, or is given to us as full satisfaction of a disputed amount, or is given to us with other conditions or limitations. We may accept these types of payments without giving up any of our rights.

F. Authorization. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment, and you will not receive your check back from your financial institution.

G. Payment Allocation. We reserve the right to select the method by which the required minimum payment is allocated to different balances on your account. Some or all of the required minimum payment on your account will be applied to lower APR balances before higher APR balances. The payment allocation method that we use may result in higher interest on your account or reduced savings attributable to any special promotions. Any payment you make in excess of the required minimum payment will be allocated to balances with higher APRs before balances with lower APRs, unless applicable law requires or permits otherwise (such as when your account has a certain type of special promotion).

13. SPECIAL PROMOTIONS. At times, we may offer you special promotions when you use your account for certain transactions. These special promotions will have some terms that are different from the terms in this Agreement. The provisions of this Agreement apply to any special promotion, unless otherwise provided under the terms of the special promotion. We may terminate your participation in any special promotion and/or apply the penalty rate to your account balances (including special promotion balances) if you become more than 60 days late on any payment due on your account. If this happens, each special promotion balance will no longer be subject to the terms of the special promotion and will instead be subject to the terms of this Agreement. A promotional charge may be charged as part of a special promotion. Please see any special promotion advertising (including in-store signs) or other disclosures provided to you for the full terms of any special promotion offered.

14. SECURITY INTEREST. You grant us a purchase money security interest in each item of merchandise purchased on your account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to the interest on the account, and then to pay off each purchase on the account in the order in which the purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). If you make a purchase pursuant to a credit promotion, the balance with respect to the promotional purchase will be allocated to balances with higher APRs before balances with lower APRs, unless applicable law requires or permits otherwise (such as when your account has a certain type of special promotion). If you made a purchase pursuant to a credit promotion, the balance with respect to the promotional purchase will be allocated to balances with higher APRs before balances with lower APRs, unless applicable law requires or permits otherwise (such as when your account has a certain type of special promotion).

15. UNAUTHORIZED USE. If you notice the loss or theft of your credit card or possible unauthorized use of your card, you should call us immediately at 1-866-396-8254. You will not be liable for any unauthorized use on your account. You agree that unauthorized use does not include use by a person to whom you have given your card or allowed use of your account. You will be responsible for all use by such a person.

16. YOUR CREDIT REPORTS AND ACCOUNT INFORMATION.

A. Using and Sharing Your Information. When you applied for an account you gave us information about yourself. You also agreed that we could ask others for information about your creditworthiness and that we could ask consumer reporting agencies for your consumer report. We use this information in considering your application. We also use this information for any updates, renewals or extensions of credit on your account. We use this information to review and collect your account. We use this information to provide you with offers. We may give information about you or your account to consumer reporting agencies and other proper parties. This information may include your performance under this Agreement.

B. Inaccurate Information. Tell us if you think we reported wrong information about you to a consumer reporting agency (also called a credit bureau). Write to us at P.O. Box 981439, El Paso, TX 79998-1439. In your written communication, tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send a copy of it with your written communication. We will report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

17. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. We will give information about you and your account to dealers/merchants/retailers and participating professionals that accept this credit card (and their affiliates) and you consent to this. Dealers/merchants/retailers and participating professionals will use the information in
connection with the credit card program and for things like creating and updating their records and offering you special benefits. We will use information about you and your account as set forth in the privacy policy that is attached to or enclosed with this document.

18. CHANGE OF ADDRESS/PHONE NUMBER. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address in our records until we are able to update our records with your new address.

19. CONSENT TO COMMUNICATIONS. You consent to us contacting you using all channels of communication and for all purposes (including collection purposes), using all contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you about your account, including using text messages, any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan. You are responsible for any charges for contacting you that may be billed to you by your communications carriers.

20. TELEPHONE MONITORING. For quality control purposes, you permit us to listen to or record telephone calls between you and us.

21. CLOSING YOUR ACCOUNT.

A. When You May Close Your Account. You may close your account at any time by writing or calling us and asking us to close your account. You must send this writing to the address shown on your billing statement or call us at the customer service number shown on your billing statement. We will close your account after we get your request.

B. When We May Close Your Account. Subject to the requirements and limitations of applicable law, we may close your account at any time and for any reason.

C. After You or We Close Your Account. If you or we close your account, you must stop using it. You will still have to pay us the full amount you owe on your account. This Agreement controls your account until you pay it in full.

22. DEFAULT. Subject to the requirements and limitations of applicable law, you are in default if you:

   • Make a late payment;
   • Do not follow any other term of this Agreement; or
   • Become bankrupt or insolvent.

If you default or upon your death, we may, subject to the requirements and limitations of applicable law: (i) make the full amount owing on your account due right away; (ii) bring a legal action to collect all amounts owed; and/or (iii) take any action allowed by law. We may also reduce your credit limit or close your account at any time whether or not you are in default.

23. COLLECTION COSTS. If we ask an attorney to collect your account, we may charge you our collection costs. Collection costs may include court costs, reasonable attorneys' fees for repossession, repair, storage and sale of any vehicle securing a purchase. We will charge these costs only if the attorney we ask to collect is not our salaried employee and the law allows us to do so.

24. DISPUTE AND CLAIM RESOLUTION (INCLUDING ARBITRATION) PROVISION. General/Requirement to Arbitrate. PLEASE READ THIS PROVISION CAREFULLY, UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED. This Provision replaces any existing arbitration provision with us and will stay in force no matter what happens to your account, including termination.

Upon demand, and except as otherwise provided below, you and we must arbitrate individually any dispute or claim between you, any joint cardholder and/or any additional cardholder, on the one hand; and us, our affiliates, agents and/or dealers/merchants/retailers or participating professionals, on the other hand, if the dispute or claim arises from or relates to your account. However, we will not require you to arbitrate: (1) any individual case in small claims court or your state’s equivalent court, so long as it remains an individual case in that court; or (2) any claim by us that only involves our effort to collect money you owe us. However, if you respond to a collection lawsuit by claiming that we engaged in any wrongdoing, we may require you to arbitrate.

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY CARDHOLDER WHO IS NOT A JOINT OR ADDITIONAL CARDHOLDER WITH YOU ON YOUR ACCOUNT (AN “UNRELATED CARDHOLDER”), AND YOU AGREE THAT NO UNRELATED CARDHOLDER MAY BRING ANY CLAIMS AGAINST US ON YOUR BEHALF. CLAIMS BY YOU AND BY AN UNRELATED CARDHOLDER MAY NOT BE JOINED IN A SINGLE ARBITRATION. Only a court may decide whether any part of this paragraph is enforceable. If it is finally determined that this paragraph is not fully enforceable, only this sentence of the Provision will remain in force and the remainder of the Provision will be null and void, provided that the court’s determination concerning the enforceability of this paragraph shall be subject to appeal.

Starting an Arbitration. If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given before the beginning of the dispute and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Money Bank, Legal Operation, 950 Forrer Boulevard, Kettering, OH 45420, ATTN: ARBITRATION DEMAND and our notice must be sent to the most recent address for you in our files. The party seeking arbitration must select as the arbitration administrator either the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7878, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither the AAA nor JAMS is able to willing to handle the dispute, then the parties will resolve their dispute in court.

The arbitration administrator will appoint the arbitrator and tell the parts what to do next. The arbitrator must be a lawyer with at least ten years legal experience. In making decisions or awarding remedies, the arbitrator must apply the same law and legal principles that would apply in court, but may use different procedural rules. If the administrator’s rules conflict with this Provision, this Provision will control.

Arbitration Location and Fees. The arbitration will take place by phone or at a location reasonably convenient to you. Upon your request, we will normally pay any administrative arbitrator charges that we believe you may have in good faith. We will always pay these arbitration costs, as well as any legal fees and costs, to the extent required under applicable law or in order for this Provision to be enforced.

Governing Law. This Provision is governed by the Federal Arbitration Act (the “FAA”). Utah law shall apply to the extent state law is relevant under Section 2 of the FAA in determining the validity of this Provision. The arbitrator must follow: (1) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court, (2) this Provision, and (3) the administrator's rules. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator’s award.

Rejecting this Provision. You may reject this Provision, in which case only a court may be used to resolve any dispute or claim. Rejection will not affect any other aspect of this Agreement. To reject, you must send us a notice within 60 days after you open your account or we first provide you with a right to reject this Provision. The notice must include your name, address, and account number and be mailed to GE Money Bank, P.O. Box 981429, El Paso, TX 79998-1429. This is the only way you can reject this Provision.

25. WAIVER. We may decide to give up any of our rights under this Agreement. This includes our right to impose the full amount of any charge. If we do, we do not give up any of our other rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same rights in another situation. Except as we may agree in a signed writing, we do not give up any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked “payment in full” or tendered with other conditions or limitations, (c) extend the date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement.

26. ASSIGNMENT. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account. This includes our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

27. SEVERABILITY. If any part of this Agreement is found to be void or unenforceable under applicable law, all other parts of this Agreement will still apply.

28. ENTIRE AGREEMENT. This Agreement, along with the other documents listed in section 1 above, are the entire Agreement between you and us relating to your account. These documents replace any other agreement relating to your account that you and we made earlier or at the same time. This Agreement may not be changed except as provided in this Agreement.

STATE NOTICES

NJ RESIDENTS: Certain provisions of this Agreement are subject to New Jersey law. As a result, you may be void, unenforceable or inapplicable in New Jersey. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.
WISCONSIN RESIDENTS. No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. Residents of Wisconsin applying for an individual account must give us the name and address of their spouse, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 981064, El Paso, TX 79988-1064.

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement and is incorporated here by reference.

We have signed this Agreement as follows:

[Signature]

Glenn Marino
Executive Vice President
GE Money Bank
170 West Election Road, Suite 125
Draper, UT 84020

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 Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address shown on your statement under billing inquiries.

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. 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.

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 amount against your credit limit.

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit 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 the address shown on your statement under billing inquiries.

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.
FACTS

WHAT DOES GE MONEY BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

• Social Security number and income
• account balances and payment history
• credit history and credit scores

How?

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons GE Money Bank chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does GE Money Bank share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>For nonaffiliates to market to you</td>
<td>Yes</td>
<td>Yes*</td>
</tr>
</tbody>
</table>

To limit our sharing

• Call 877-905-2097 —our menu will prompt you through your choice(s)

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 877-905-2097
### Privacy Policy (continued)

#### What we do

| **How does GE Money Bank protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| **How does GE Money Bank collect my personal information?** | We collect your personal information, for example, when you • open an account or give us your contact information • provide account information or pay your bills • use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| **Why can’t I limit all sharing?** | Federal law gives you the right to limit only • sharing for affiliates’ everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| **What happens when I limit sharing for an account I hold jointly with someone else?** | Your choices will apply to everyone on your account. |

#### Definitions

| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a GE, General Electric or Monogram name; financial companies such as General Electric Capital Corporation and Monogram Credit Services; and nonfinancial companies, such as General Electric Company |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include direct marketing companies and the retailer named on your account |
| **Joint marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include insurance companies |

#### Other important information

- We follow state law if state law provides you with additional privacy protections. For instance, if (and while) your billing address is in Vermont, we will treat your account as if you had exercised the opt-out choice described above and you do not need to contact us to opt out. If you move from Vermont and you wish to restrict us from sharing information about you as provided in this notice, you must then contact us to exercise your opt-out choice.

* Please keep in mind that as permitted by federal law, we share information about you with Dealer/Merchant/Provider/Retailer in connection with marketing and servicing the GE Money Bank credit card program, including for Dealer/Merchant/Provider/Retailer to market to you.

The above notice applies only to consumer Credit Card Accounts with GE Money Bank and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission’s (FTC) consumer website at http://www.ftc.gov/idtheft/.
Important Information for Approved Cardholders

If you are approved for CareCredit®, please note your 16-digit account number and credit limit.

Account Number: ___________________________ Credit Limit: $_________________________ Date: ____________________

Your CareCredit Card: Should arrive within 14 days. You can use your account before your card arrives with your account number and your ID.

GE Cardholder Inquiry Center
(866) 893-7864

The GE Cardholder Inquiry Center can answer questions regarding your CareCredit account. Please call the GE Cardholder Inquiry Center for all inquiries.

Important Financing Information

If you have a No Interest Payment Plan (See Sales Slip for additional details):

• Minimum monthly payments are required to keep your account current. Your statement shows the minimum monthly payment amount. You can pay more than the minimum payment each month in order to repay the promotional purchase balance by its due date.

• The Deferred Interest Charge in the Promotional Purchase Summary of your monthly statement is the amount of deferred interest charges accumulated to date. You will not pay these finance charges if the entire promotional purchase balance is paid by its due date.

• To avoid paying interest charges/interest, the entire promotional purchase balance must be paid in full by its due date. See Promotional Purchase Summary for more details.

• Making minimum monthly payments will not pay off the promotional purchase balance by the due date.

If you have a Extended Payment Plan (See Sales Slip for additional details):

• You must make the minimum monthly payment indicated on the statement.

• You may pay more than the required monthly payment.

Promotional Plans

† No Interest if Paid within Promotional Period Payment Plan (6, 12 or 18 Months) - Not all promotional periods are available at all Participating Professionals and other promotions may be available. Valid on purchases made on your CareCredit account. A minimum purchase amount may be required for promotional plans longer than 6 months in duration. On promo purchase balance, monthly payments required, but no Interest will be assessed if (1) promo purchase balance paid in full in 6, 12 or 18 months, and (2) all minimum monthly payments on account paid when due. Otherwise, promo may be terminated & Finance Charges will be accrued at the Purchase APR and assessed from purchase date. Standard terms apply to non-promo purchases and optional charges. Promo purchases on existing accounts may not receive full benefit of promo terms, including reduced APR if applicable, if account is subject to penalty pricing. Payments over the minimum will be applied as required by applicable law. As of 11/15/2010, APR: 26.99% & on all accounts in default, Penalty APR 29.99%. Minimum Interest Charge $2.00. Subject to approval by GE Money Bank.

†† Extended Payment Plan (24 Months, 36 Months, 48 Months or 60 Months Fixed Payment and 14.90% APR) - Not all promotional periods are available at all Participating Professionals. Valid on Purchases of $1,000 or more (24, 36 or 48 months) or $2,500 or more (60 months) made on a CareCredit Account. On promo purchase, fixed monthly payments equal to 4.8439% of initial purchase balance for 24 months; 3.4616% of initial purchase balance for 36 months; 2.7780% of initial purchase balance for 48 months; or 2.3737% of initial purchase balance for 60 months required, and Interest will be applied to promo balance at a reduced 14.90% APR if (1) promo purchases paid in full in 24, 36, 48 or 60 months, as reflected on the front side of your sales slip, and (2) all minimum monthly payments on account paid when due. Otherwise, promo may be terminated, and standard terms apply to non-promo purchases, and optional charges. Purchase APR of 26.99% or Penalty APR (if applicable) of 29.99% apply to expired and terminated promotions and optional charges. Promo purchases on existing accounts may not receive full benefit of promo terms, including reduced APR if applicable, if account is subject to penalty pricing. Payments over the minimum will be applied as required by applicable law. Subject to approval by GE Money Bank.