Curacao

Credit Card Disclosures / *Notas Aclaratorias Sobre Tarjetas de Crédito*

Interest Rates and Interest Charges / *Tasas de interés y cargos por intereses*		
Annual Percentage Rate (APR) for Purchases ***Tasa Porcentual Anual (APR) para Compras***	**31.99%** to **36.99%** when you open your account, based on your creditworthiness.	*Una tasa entre* ***31.99%*** *a* ***36.99%*** *al abrir su cuenta basado en su historial de crédito.*
Penalty APR and When it Applies ***Tasa APR de Penalización y Casos en que Se Aplica***	**39.99%** This APR may be applied to your account if you: 1) Make a late payment; 2) Make a payment that is returned; or 3) Do either of the above on another account that you have with us **How Long Will the Penalty APR Apply?** If your APR is increased for any of these reasons, the Penalty APR will apply to new transactions indefinitely. If your account becomes more than 60 days past due, the Penalty APR will apply to all existing balances as well as new transactions on your account and will remain in effect for existing balances until you make six consecutive periodic payments on time	***39.99%*** *Esta tasa de APR podrá aplicarse a su cuenta si usted:* *1) Realiza un pago atrasado;* *2) Realiza un pago que se devuelve; o* *3) Realiza cualquiera de las anteriores en otra cuenta que usted tenga con nosotros.* ***Por Cuanto Tiempo Se Aplicará la Tasa de Penalización?*** *Si su tasa APR aumenta por alguna de estas razones, la tasa APR de Penalización se aplicará a las nuevas transacciones de forma indefinida. Si su cuenta se atrasa más de 60 días, las tasa APR de Penalización se aplicará a todos los saldos existentes, así como a las nuevas transacciones en su cuenta, y seguirá vigente para los saldos existentes hasta que realice seis pagos periódicos consecutivos a tiempo.*
Paying Interest ***Pago de Intereses***	No Grace Period is Provided. We will begin charging interest on purchases and all other amounts charged to your account on the transaction date.	*No se otorga período de gracia. Comenzaremos a cobrar intereses sobre las compras y cualquier otra cantidad que se cargue a su cuenta desde la fecha de la transacción.*
Minimum Interest Charge ***Cobro Mínimo por Intereses***	If you are charged interest, the charge will be no less than: for AZ customers $0.50; for CA customers $1.50; for NV customers $2.00.	*Si se le cobran intereses, el cobro no será inferior a: para clientes de AZ $0.50; para clientes de CA $1.50; para clientes de NV $2.00.*
For Credit Card Tips from the Consumer Financial Protection Bureau ***Consejos sobre Tarjetas de Crédito de la Oficina para la Protección Financiera del Consumidor***	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore**	***Para obtener más información sobre los factores que debe considerar cuando solicite o use una tarjeta de crédito, visite el sitio web de la Oficina para la Protección Financiera del Consumidor en http://www.consumerfinance.gov/learnmore.***

Fees / *Tarifas*		
Annual Fee / *Cargo o Tarifa Anual*	**For CA and NV customers: $15; for AZ customers: None**	***Para clientes de CA y NV, $15; Para clientes de AZ: Ninguna***
Transaction Fees / *Tarifas por Transacción*	**None**	***Ninguna***
Penalty Fees / *Tarifas y Penalidades*		
• Late Payment • *Pago atrasado*	**For AZ and CA customers, $10; for NV customers, $25**	***Para clientes de AZ y CA, $10; para clientes de NV, $25.***
• Returned Payment • *Pago devuelto*	**$15**	***$15***

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

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

Monthly Periodic Rate: The monthly periodic rate we use to calculate interest is a rate between 2.67% and 3.08%, and the corresponding annual percentage rate is stated in the table above.

Como calculamos su saldo: *Utilizamos un método llamado "saldo diario promedio" (incluyendo compras nuevas).*

Derechos sobre facturas: La información sobre sus derechos a impugnar transacciones y cómo ejercer estos derechos se proporciona en los términos y condiciones de las tarjetas de crédito.

Tasa periódica mensual: La tasa periódica mensual que usamos para calcular el interés es una tasa entre 2.67 % y 3.08 % y la tasa porcentual anual correspondiente se indica en la tabla anterior.

See reverse side for additional information. / *Vea el reverso para obtener información adicional.*

Curacao
Credit Card Disclosures (cont'd)

Special Promotional Financing Offer Information
At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different from the terms in this Agreement will be explained in promotion advertising or other disclosures provided to you. When you make a qualifying purchase under one of thesepromotions, no interest will be assessed on the purchase if you make your monthly payments on time and pay the promotional balance in full within the applicable promotional period. If you do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum or fixed monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

Rates, fees, and terms may change: We have the right to change the rates, fees, and terms at any time, for any reason, in accordance with the Credit Card Terms and Conditions and applicable law. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

This information was accurate as of the date it was printed and is subject to change without notice. You should contact Curacao.

APPROVAL AND CREDIT LIMIT TERMS: By accepting this Offer you are requesting a Curacao credit card account. You also certify that you are at least 18 years of age. If you are under 21 years of age, we will require that you provide us additional information in compliance with the Credit CARD Act of 2009.

Notice: If you accept or use an account, you do so subject to the terms of this Offer and the Credit Card Terms and Conditions, which will be provided to you ("Agreement"). The Agreement and terms of your account are subject to change. Any changes that you make to the Application will have no effect. This Offer and any resulting account are subject to the law of the state in which you reside and federal law. You agree that: You will be responsible for and will pay all charges and fees incurred on any account granted according to the Agreement; all statements made and information provided by you are true; our company, its affiliates and service or marketing vendors may monitor and/or record any conversations with you; your account will only be used for personal, family or household purposes; we are authorized to verify all information you provide; we may use any email address provided to us to send information to you about this Offer and your account including information about the status of this Offer or your account; we may obtain consumer credit reports related to this request for credit and for updates, renewals, extensions of credit and review or collection of your account; we are authorized to furnish information about you and your account to consumer credit reporting agencies and others who help service your account. Upon request, we will tell you the name and address of each consumer credit reporting agency from which we obtained a consumer credit report about you.

You request us to issue a Card bearing your account number to, and in the name of, the Applicant. You have read the account information notices, disclosure of credit card terms, and other terms that accompanied the Application. You understand and agree to them. You further agree that this Application and all resulting agreements will be subject to federal law and the law of the state in which you reside.

California Residents: Married applicants may apply for separate credit.

By submitting an Application you understand that you are requesting a Curacao Credit Card that will have a credit limit that is subject to increase or decrease at our sole discretion.

USA PATRIOT Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Curacao
Notas Aclaratorias de Tarjetas de Crédito (cont.)

Información Sobre la Oferta Especial de Financiamiento Promocional
En ocasiones, podemos ofrecerle promociones especiales de financiamiento para ciertas transacciones ("promociones especiales"). Los términos de este convenio se aplican a cualquier promoción especial. Sin embargo, cualquier de los términos de promociones especiales que sean diferentes de los términos de este convenio se explicarán en publicidad promocional u otras notas aclaratorias que se le haya proporcionado a usted. Cuando realice una compra que califique para una de estas promociones, no se generará interés en la compra si hace sus pagos mensuales a tiempo y paga el saldo promocional en su totalidad dentro del período promocional acordado. Si no lo hace, se agregará interés en el saldo promocional calculados a partir de la fecha de la compra. Se requieren pagos mensuales mínimos o fijos. Los términos de la cuenta regular se aplican a las compras no promocionales y, si la promoción termina, a las compras promocionales. Las ofertas están sujetas a aprobación de crédito. Estas ofertas promocionales pueden no estar disponibles en todo momento para todas las compras. Por favor, vea cualquier publicidad promocional especial u otras revelaciones proporcionadas a usted para los términos completos de cualquier promoción especial ofrecida.

Las tasas, tarifas y términos pueden ser modificados: Tenemos derecho a cambiar las tasas, tarifas y términos en cualquier momento, por cualquier motivo, de acuerdo con los Términos y Condiciones de Tarjetas de Crédito y del derecho aplicable. Estos motivos se pueden basar en información de su informe de solvencia crediticia, tales como, no cumplir con los pagos a otro acreedor en la fecha de vencimiento, cantidades adeudadas a otros acreedores, la cantidad de cuentas de crédito pendientes o la cantidad de consultas de crédito. Estos motivos también pueden incluir factores relacionados con la competencia o el mercado. Si realizamos un cambio por cualquiera de estos motivos, usted recibirá un aviso con anticipación y tendrá derecho a excluirse de acuerdo con la ley vigente.

Esta información es exacta a la fecha de su impresión y está sujeta a cambios sin previo aviso. Usted se debe de comunicar con Curacao.

APROBACIÓN Y TÉRMINOS DE LÍMITE DE CRÉDITO: *Mediante la aceptación de esta oferta usted solicita una cuenta de tarjeta de crédito de Curacao. También certifica que tiene al menos 18 años de edad. Si es menor de 21 años, le exigiremos que nos proporcione información adicional en cumplimiento de la Ley de Tarjetas de Crédito de 2009 (Credit CARD Act).*

Aviso: *Si usted acepta o usa una cuenta, lo hace sujeto a los términos de esta oferta y de los Términos y Condiciones de la Tarjeta de Crédito, el cual se le entregará ("Contrato"). El Contrato y los términos de su cuenta están sujetos a cambios. Ningún cambio que realice a la solicitud tendrá efecto. Esta oferta y cualquier cuenta que se genere estarán sujetas a las leyes del estado donde usted reside y a las leyes federales. Usted acepta lo siguiente: Será responsable por y pagará todos los cargos y comisiones incurridos por concepto de cualquier cuenta que se otorgue, de conformidad con el Contrato; todas las declaraciones que se realicen y toda la información que usted proporcione serán verdaderas; nuestra empresa sus afiliadas y proveedores de servicios y marketing pueden controlar y registrar cualquier conversación con usted; su cuenta solo será de uso personal, familiar o doméstico; tenemos autorización para verificar toda la información que proporcione; podemos usar cualquier dirección de correo electrónico que se nos entregue para enviarle información sobre esta oferta y su cuenta, lo que incluye información sobre el estado de esta oferta o de su cuenta; podemos obtener informes de solvencia crediticia de consumidores relacionados con esta solicitud de crédito y actualizaciones, renovaciones, extensiones de crédito y revisión o realización de cobros de su cuenta; tenemos autorización para proporcionar información sobre usted y su cuenta a organismos que facilitan información sobre consumidores y a otros que ayudan a atender su cuenta. A solicitud le informaremos sobre el nombre y dirección de cada organismo que facilita información sobre consumidores que nos haya proporcionado un informe de solvencia crediticia de consumidores sobre usted.*

Usted nos solicita que emitamos una tarjeta con su número de cuenta y a nombre del solicitante, y en su nombre. Usted ha leído los avisos de información sobre la cuenta, las notas aclaratorias sobre los términos de la tarjeta de crédito y otros términos que acompañan la solicitud. Usted los comprende y los acepta. Además acepta que esta solicitud y todos los contratos que se generen estarán sujetos a las leyes federales y las leyes del estado donde usted reside.

Residentes de California: *Solicitantes casados pueden solicitar créditos por separado.*

Mediante el envío de una solicitud usted comprende que está solicitando una tarjeta de crédito de Curacao que tendrá un límite de crédito que estará sujeto a aumento o disminución a nuestro exclusivo criterio.

Aviso de la Ley Patriota de los EE. UU. (USA PATRIOT Act): *La ley federal exige que todas las instituciones financieras obtengan, verifiquen y registren la información que identifica a cada persona que abre una cuenta, lo que incluye su nombre, dirección, fecha de nacimiento y otra información que nos permita verificar su identidad.*

Curacao
Account Holder Agreement (AZ, CA, NV)

AGREEMENT TERMS. To simplify the rest of this document, the following definitions will apply throughout: “Agreement” means this Curacao Account Holder Agreement, including the Pricing Information Table provided to you (which is hereby incorporated into and made a part of this Agreement). "Card” means one or more cards that we have issued with your account number. "Account” means your retail credit card master account with Adir International, LLC dba Curacao, including its component Easy Pay, Flex Pay, and Promo Pay sub-accounts, each of which is opened at the same time you open your Account. “We”, “us”, “our” and “Curacao” mean Adir International, LLC or its successor in interest or any subsequent holder or assignee of your Account and any balances arising under it. "You” and “your” mean each and every person who uses the Account or Card, including without limitation account holders, authorized users, co-applicants and co-signers.

SPANISH TRANSLATION. We provide Spanish translations, certified by a third-party translator, of certain documents as a courtesy to our Spanish-speaking customers. The English versions of this Agreement are always the legally binding versions. If the Spanish translations differ from the English versions, the English versions control.

ACCEPTANCE OF AGREEMENT. You are responsible for all amounts owed on your Account; you agree to repay all amounts owed on your Account in accordance with this Agreement. This Agreement is effective from the time any account holder or authorized user uses the Account or Card, activates the Card, or takes any other action which indicates acceptance of the Account or Card. Please keep this Agreement (including the Pricing Information Table) with your records, along with any changed Terms and Conditions or Pricing Information Table that may be sent to you in the future. Each Card must be signed prior to its use.

CONSUMER ACCOUNT. You may use the Account only to purchase goods and services from Curacao; the Card is not a general- purpose credit card like a bank credit card that can be used at other merchants. You agree to use the Account only for personal, family or household purposes and all transactions will be deemed to be for personal, family or household purposes.

AUTHORIZED USERS. If you want to add an authorized user to your Account, please bring him or her into one of our stores or request the addition by writing to the address below. If you want to cancel the authorized use of your Account or Card, write to us at 1605 West Olympic Blvd., Suite 700, Los Angeles, CA 90015, Attn: Customer Service; or call us at (877) CURACAO or (877) 287-2226. You agree to attempt to retrieve the Card from the previously authorized user and return it to us at the address mentioned above.

UNAUTHORIZED USE AND LIABILITY. If your Card is lost or stolen, or you believe there has been an unauthorized use of your Card, notify us immediately by calling (877) CURACAO or (877) 287-2226 or by writing to us at the address on your monthly statement. You agree to cooperate with us in making a reasonable investigation of your claim. You may be liable for unauthorized charges to your Account prior to notifying us. Liability for unauthorized charges shall not exceed the lesser of $50.00 or the amount obtained by the unauthorized user before you notified us pursuant to this provision. Unauthorized use does not include (1) any use from which you receive a benefit, or (2) use by any person to whom you have given the Card or authority to use the Account, and you will be liable for all use by such person or persons.

LINE OF CREDIT. We will notify you of your credit limit(s) when we open your Account. While you will have one global credit limit, different limits may apply to each sub-account. We may increase or decrease your credit limit(s) from time to time. If you exceed your credit limit(s), we may find you in default. We may suspend your credit line or take other actions in the event of such a default. (See DEFAULT below.)

PROMISE TO PAY. You agree to pay us in U.S. Dollars for all purchases made on your Account as well as all applicable interest charges, fees and other charges incurred by you or any other person you authorize to use your Account, even if you do not notify us that they are using the Account. If your Account is a joint account, each of you agrees to be individually liable for the entire balance due on your Account. We can accept late or partial payments or instruments marked “paid in full” without waiving or losing any of our rights under this Agreement.

MONTHLY BILLING STATEMENT. We will send you a billing statement after each monthly billing period in which you have a credit or balance of more than $1.00. The billing statement will show all purchases, interest charges, other charges or fees, and all payments or other credits posted to your Account for that period. Billing statements will also show your New Balance, Minimum Payment Due, and Payment Due Date.

MONTHLY PAYMENT OPTIONS. You may pay the entire New Balance shown on your billing statement at any time. If you choose to pay anything less than the entire New Balance, the amount you pay may not be less than the Minimum Payment Due. All payments must be mailed or delivered to Curacao at the address shown on your monthly billing statement. Payment will be credited as of the date of receipt if received by 5:00 PM Pacific Time. If received after that time, it will be credited on the next processing day.

FAILURE TO MAKE THE MINIMUM PAYMENT. If you do not make at least the Minimum Payment Due by the Payment Due Date each month you will be charged a late fee and may be found in default.

PENALTY APR AND WHEN IT APPLIES. For new transactions, we may increase your APR to the Penalty APR if you make a late payment or make a payment that is returned. We will give you a minimum of 45 days advance notice before we increase the Penalty APR. If we increase the APR for either of these reasons, the Penalty APR will remain in effect indefinitely. If you become more than 60 days late on your account, the Penalty APR will apply to all existing balances as well as new transactions on your account and will remain in effect for existing balances until you make six consecutive periodic payments on time.

CREDIT BALANCES. We will refund any credit balance within 7 business days from receipt of your written request. If you do not request a refund, we will automatically refund any credit balance in excess of $1.00 after 90 days if your Account is inactive.

FIXED PAYMENTS. You may choose to make purchases on your Account using one of our fixed payment sub-accounts. These sub-accounts include Flex Pay, Promo Pay, and other promotional sub-accounts we may offer. With respect to those purchases, the approximate number and dollar amount of payments will be set and disclosed to you at the time of purchase. The Flex Pay APR will be the same as the Easy Pay APR. You may convert any Flex Pay payment to Easy Pay at any time by calling us at (877) CURACAO or (877) 287-2226.

0% INTEREST (PROMO PAY). We may from time to time offer zero percent promotional financing on selected products or payment terms (e.g., 4-6 months). Zero percent interest purchases will be charged to the Promo Pay sub-account. If you pay late or otherwise go into default on any sub-account before the Promo Pay purchase is paid in full, interest will be charged from the purchase date at the rate applicable to your Account on that date.

INTEREST CHARGES. Periodic interest on the Flex Pay and Easy Pay sub-accounts is figured by multiplying the average daily balance for each sub-account during the billing period by the applicable monthly periodic rate set forth in the Pricing Information Table. The corresponding annual percentage rate ("APR") is also set forth in the Pricing Information Table, and the monthly periodic rate is equal to the corresponding APR divided by 12. We begin to impose interest charges, if any, from the date that a transaction is added to your daily balance. Transactions include purchases, interest charges, and fees. We continue to impose interest charges until we credit your Account with full payment of the total amount you owe us.

AVERAGE DAILY BALANCE. For each sub-account (Flex Pay, Promo Pay, Easy Pay), the daily balance for any day is equal to the previous day's balance plus any new purchases, interest charges, and fees; and minus any payments and credits made that day. At the end of the billing period, we will add up all the daily balances for each sub-account and then divide that amount by the number of days in the billing period to arrive at your average daily balance for each sub-account for the period.

MINIMUM INTEREST CHARGE. The total balance (excluding any balance in the Promo Pay sub-account) is subject to a minimum interest charge of: for AZ customers $0.50; for CA customers $1.50; for NV customers $2.00, for each period in which an interest charge will be assessed.

MINIMUM PAYMENT. The minimum payment for each billing period will equal the total of (1) the Easy Pay payment calculated by the applicable percentage of the Easy Pay New Balance set forth in the following table; plus (2) the aggregate of any Flex Pay and Promo Pay fixed payments due in the billing period; plus (3) any past due amounts appearing on your statement; plus (4) any late payment fees and any returned payment fees appearing on your statement. You can always pay more than the required minimum payment.

Easy Pay New Balance	Monthly Payment
Less than $20	100% of Easy Pay New Balance
$20 - $199	$20
$200 - $499	10% of Easy Pay New Balance
$500 -$999	7.5% of Easy Pay New Balance
Over $1000	5% of Easy Pay New Balance

In addition, your statement will include amounts due for any goods or services you may have purchased from or subscribed to from or through us (for example, anti-virus services, music subscription services, and other services with one-time or recurring payments), and those payments will be due in full.

APPLICATION OF PAYMENTS. Payments received will be applied in our sole discretion, subject to applicable law.

LATE PAYMENT FEE. We will assess late payment fees of: for AZ and CA customers $10.00; for NV customers $25.00, for each billing period in which you fail to make your minimum payment within: 10 days for AZ and CA customers, 5 days for NV customers, of the due date, provided that in no event will the late payment fee be greater than the amount of the required minimum periodic payment due immediately prior to assessment of the late payment fee.

RETURNED PAYMENT FEE. For AZ customers we will assess a fee to your balance in the amount of the greater of (1) $10.00 and (2) the actual charge we incur from the depository institution for the return of the unpaid or dishonored instrument, up to $15; for CA and NV customers we will assess a $15.00 fee each time a check or similar instrument is returned unpaid by your bank for any reason, including if it cannot be processed, insufficient funds, closed accounts or cancelled check, provided that in no event will the returned payment fee be greater than the amount of the required minimum periodic payment due immediately prior to the date on which the payment is returned to us. We will assess this fee at the time the instrument is returned, even if it is paid after resubmission.

COLLECTION COSTS. Upon your default, we may charge you reasonable attorneys' fees, collection costs (including expenses incurred in realizing on a security interest), and court costs where permitted by law in the state where you reside. Unless limited by law, reasonable attorneys' fees will be considered to be 35% of the outstanding balance on your Account when it is referred to an attorney for collection.

DEFAULT. Unless applicable law provides otherwise, you are in default if you fail to comply with the terms of this Agreement, or if any one of the following events occurs: (1) you do not make the required minimum payment on the account by the payment due date; (2) you provide us with any false or misleading information or signatures on the credit application, sales tickets, or other documents and instruments; (3) you or someone else files on your behalf a petition under the federal Bankruptcy Code or any state insolvency statute; (4) we learn that you are unwilling or unable to perform the terms or conditions of this Agreement; (5) we receive information from third parties, including credit reporting agencies, which indicate a serious delinquency or a charge-off against you with other creditors; or (6) you become the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings. We may declare the entire balance due and payable upon demand if you are found to be in default or in the event of your death.

EFFECT OF DEFAULT ON FINANCED SUBSCRIPTION SERVICES AND SERVICE CONTRACTS/EXTENDED WARRANTIES. If your Account goes into default and that default continues for 30 days or more, Curacao shall have the right to cancel any subscription service or service contract/extended warranty financed with the Card and to collect any pro rata refund for the unearned portion of the subscription or service contract/extended warranty. Curacao will retain any portion of this refund constituting our commission and will apply the remainder of the refund to the outstanding balance of your Account, and, if the refund exceeds the outstanding balance, will credit the excess amount to your Account.

CANCELLATION. You may cancel your Account at any time by notifying us in writing and either returning the Card to us or destroying it by cutting it in half. You will still be responsible for paying any amount you owe according to the terms of this Agreement. We may cancel or suspend your Account at any time; we will inform you when we do so.

CREDIT INVESTIGATION AND REPORTING. You hereby authorize us to investigate and verify your credit, employment, income records and credit references. We may 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. When you ask us to add an authorized user, you authorize us to conduct the same credit Investigation, verification and reporting as explained above on the authorized user's information supplied. We may, in our discretion, pull a "hard" credit report, which may affect your credit score, (1) when you apply to open an Account; (2) when you seek an increase in your credit limit or to go over your limit for a discrete purchase; (3) when you reactivate an Account that has gone dormant (it has not been used for 6 or more months); or (4) when your Account is in default or is charged off. We may pull a "soft" credit report, which does not affect your credit score, when we review your account to determine whether your credit limit and/or APR are appropriate.

RECORDING TELEPHONE CALLS. Our supervisory personnel may listen in on telephone conversations between you and our representatives and/or we may record such conversations for quality control, training and other purposes.

CONSENT TO CONTACT. You consent to be contacted concerning your Account by us or any of our subsidiaries or affiliates, anyone acting on our behalf (whether a Curacao affiliate or a third party, such as a collection agency), or anyone who has acquired your Account from us. This consent is irrevocable and extends to contact by autodialed or prerecorded voice calls or text messages to your residential telephone and/or your cell phone, whether or not you are charged for the call or message under your telephone calling plan.

CREDIT PURCHASES AND AUTHORIZATIONS. Some purchases will require prior authorization and you may be asked to show identification. We may also ask you to update your personal or employment information prior to an authorization. We may in some cases be unable to approve your request, if for example our system is down or if your credit references provide negative information about your credit history. We will not be liable to you in any of these cases. The Card is our property, and you must surrender it when any of our agents requests it.

ANNUAL FEE. If you are a resident of California or Nevada, we may, in our discretion, charge an annual fee of up to $15 to maintain your account.

CHANGE OF TERMS AND CONDITIONS. We may change the rates, fees and terms of this Agreement, which includes the Pricing Information Table, from time to time as permitted by law. The changes may add to, modify, replace or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.

CHANGE OF ADDRESS/CHANGE OF EMPLOYMENT. You agree to notify us of any change of address or work within 15 days of the change.

ASSIGNMENT OR TRANSFER OF ACCOUNT. We may sell, assign, or transfer your Account or any portion thereof or interest therein without prior notice to you. You may not sell, assign or transfer your Account or your obligations thereunder without obtaining prior written consent from us.

GOVERNING LAW. The laws of the State in which you reside and applicable federal laws govern this Agreement. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

SECURITY INTEREST. You grant us and we retain a purchase money security interest in the items you purchase using your Account until such merchandise is paid for in full. We may repossess merchandise which has not been fully paid for as provided by law.

AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER. *(If you are a "covered person" under the Military Lending Act (i.e., an active-duty member of the armed forces or a dependent), you have the option, but not the obligation, to arbitrate under this arbitration provision.)* In consideration for our extending credit to you, you agree that any claim, dispute or controversy relating in any way to your credit relationship with us ("Claim") shall, at the demand of any party, be resolved by arbitration before the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect when the Claim is filed, except that neither party may demand arbitration of any Claim filed in small claims court. This agreement to arbitrate means that you will not be able to have the dispute settled by trial (other than small claims court) or before a jury or to participate in a class action in court, and other rights you would have in court, including your right to appeal, may not be available. Any arbitration will take place in the county that includes the mailing address we have on file for you when the Claim is filed or at any other mutually acceptable location. Where the applicable law allows it, the award may include attorneys' fees and other expenses. The award, at a minimum, shall be a reasoned award. Either party may appeal the award pursuant to the AAA's Optional Appellate Arbitration Rules. The award shall not be considered final until the time for filing the notice of appeal pursuant to the Appellate Rules has expired. After the award has become final, any party to the arbitration may enter judgment upon the arbitration award in any court having jurisdiction over the award and may have that judgment enforced by any court having jurisdiction over that judgment.

NO ARBITRATOR OR COURT MAY ORDER, PERMIT OR CERTIFY A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION OR CONSOLIDATED ARBITRATION IN CONNECTION WITH THIS AGREEMENT. NO ARBITRATOR OR COURT MAY ORDER OR PERMIT A JOINDER OF PARTIES OTHER THAN ANY JOINT APPLICANT OR OTHER AUTHORIZED USER. YOU WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION OR CONSOLIDATED ARBITRATION RELATED TO YOUR CARD OR ACCOUNT.

This arbitration clause shall not apply to any Claims as to which the limitations herein on class actions or class-action or consolidated arbitration are not permitted by applicable law. If any provision of this arbitration clause should be found invalid or unenforceable, that determination shall not affect the enforceability of the remaining provisions.

YOU MAY REJECT THIS ARBITRATION CLAUSE, BUT YOU MUST

DO SO PROMPTLY. If you do not wish to be bound by this arbitration clause, you must notify us within 60 days from the date your Account opens by mailing a written rejection notice to: Arbitration Manager, Curacao Legal Department, 1605 W. Olympic Blvd., Ste. 510, Los Angeles, CA 90015. The notice must include your Account number and a clear statement of your intent, such as "I reject the arbitration clause in the Curacao Retail Credit Card Terms and Conditions."

If you are a guarantor or cosigner for the Account, the following notice applies to you.

NOTICE TO COSIGNER (TRADUCCION EN INGLES SE REQUIERE POR LA LEY)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.
You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.
The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (SPANISH TRANSLATION REQUIRED BY LAW)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Este seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.
Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, más los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma. El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor.
Los mismos métodos de cobranza que pueden usarse contra el deudor, podrán usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de crédito de usted. Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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:

Curacao,
1605 West Olympic Blvd., Suite 700, Los Angeles, CA 90015.
Attention: Customer Service.

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.
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 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.

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 Card and you have tried in good faith to correct the problem with us, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. [Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.]
2. You must have used your Card for the purchase.
3. You must 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:

Curacao,
1605 West Olympic Boulevard, Suite 700, Los Angeles, California 90015.
Attention: Customer Service.

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.

CURACAO (ADIR INTERNATIONAL, LLC)

Rev. 09/01/2023

FACTS *DATOS*	**WHAT DOES CURACAO DO WITH YOUR PERSONAL INFORMATION?** ***¿QUÉ HACE CURACAO CON SU INFORMACIÓN PERSONAL?***
Why? *¿Por qué?*	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. *Las instituciones financieras seleccionan la manera en que comparten su información personal. La ley federal otorga a los consumidores el derecho a limitar alguna, pero no toda la información que se puede compartir. Además, la ley nos requiere que divulguemos cómo recopilamos, compartimos y protegemos su información personal. Por favor, lea con detenimiento esta notificación para que conozca lo que hacemos.*
What? *¿Qué?*	The types of personal information we collect and share depend on the products or services you have with us. This information can include: *El tipo de información personal que recopilamos y compartimos varía según el producto o servicio que usted mantiene con nosotros. Esta información puede incluir:* • Social Security number — • *Número de Seguro Social* • Income — • *Ingreso* • Account balances — • *Balance de Cuentas* • Payment history — • *Historial de Pagos* • Employment information — • *Información de Empleo* • Credit history and credit scores — • *Historial de crédito y capacidad crediticia*
How? *¿Cómo?*	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 Curacao chooses to share, and whether you can limit this sharing. *Todas las instituciones financieras necesitan compartir información personal de sus clientes para llevar a cabo sus operaciones diarias. A continuación, detallamos las prácticas por las cuales las instituciones financieras pueden compartir la información personal de sus clientes; las prácticas bajo las cuales Curacao comparte; y si usted podría limitar el que se comparta.*

Reasons we can share your personal information ***Prácticas bajo las cuales compartimossu información personal***	**Does Curacao share?** ***¿Curacao comparte?***	**Can you limit this sharing?** ***¿Puede usted limitar que se comparta?***
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 ***Para propósitos de nuestras operaciones diarias**— tales como procesar sus transacciones, mantener su(s) cuenta(s),responder a órdenes de tribunales e investigaciones legales o para reportar a las agencias de crédito al consumidor*	Yes *Si*	No *No*
For our marketing purposes— to offer our products and services to you ***Para nuestros propósitos de mercadeo**— para ofrecerle nuestros productos y servicios*	Yes *Si*	No *No*
For joint marketing with other financial companies ***Para propósitos de mercadeo conjunto con otras instituciones financieras***	Yes *Si*	No *No*
For our affiliates' everyday business purposes— information about your transactions and experiences ***Para propósitos de las operaciones diarias de nuestras afiliadas**— información sobre sus transacciones y experiencias*	Yes *Si*	No *No*
For our affiliates' everyday business purposes— information about your creditworthiness ***Para propósitos de las operaciones diarias de nuestras afiliadas**— información sobre su capacidad crediticia*	Yes *Si*	Yes *Si*
For our affiliates to market to you ***Para propósitos de mercadeo de nuestras afiliadas a usted***	Yes *Si*	Yes *Si*
For nonaffiliates to market to you ***Para propósitos de mercadeo de no afiliadas a usted***	Yes *Si*	Yes *Si*

To limit our sharing **Para limitar la informacion que se comparte**	Call 866-410-1611 **Please note:** If you are a new customer, we can begin sharing your information 45 days from 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. *Llame al 866-410-1611* ***Tenga en cuenta:** si es un cliente nuevo, podemos comenzar a compartir su información 45 días después de la fecha en que enviamos este aviso. Cuando ya no sea nuestro cliente, continuaremos compartiendo su información como se describe en este aviso. Sin embargo, puede comunicarse con nosotros en cualquier momento para limitar nuestro compartir.*
To limit direct marketing contact **Para limitar el contacto de mercadeo directo**	Call 866-410-1611 **Please note:** Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-our choices Will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law. *Llame al 866-410-1611* ***Tenga en cuenta:** El mercadeo directo es el mercadeo por correo electrónico, correo postal y teléfono. Sus elecciones de teléfono y correo postal tendrán una duración de 5 años, sujeto a la ley aplicable. Incluso si limita el mercadeo directo, aun podemos comunicarnos con usted para atender su cuenta o según lo permita la ley.*

Questions?	Call 866-410-1611.	***¿ Preguntas?***	*Llámenos al 866-410-1611.*

Who we are — *Quienes somos*

Who is providing this notice? *¿Quién provee esta notificación?*	Adir International, LLC dba Curacao

What we do — *Qué hacemos*

How does Curacao protect my personal information? ***¿Cómo Curacao protege mi información personal?***	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.	*Para proteger su información personal contra acceso y uso no autorizado, nosotros utilizamos medidas de seguridad que cumplen con la ley federal. Estas medidas incluyen el restringir acceso a computadoras, archivos y edificios.*
How does Curacao collect my personal information? ***¿Cómo Curacao recopila mi información personal?***	We collect your personal information, for example, when you: • apply/open an account • use your credit card • pay your bills • provide employment information • give us your contact information We also collect your personal information from others, such as credit bureaus, our affiliates, and other companies.	*Nosotros recopilamos su información personal cuando usted, por ejemplo:* • *solicita/abre una cuenta* • *utiliza su tarjeta de crédito* • *paga sus cuentas* • *proporciona información de empleo* • *provee su información de contacto* *Además, recopilamos su información personal de otras entidades como las agencias de crédito al consumidor, nuestras afiliadas y otras instituciones.*
Why can't I limit all sharing? ***¿Por qué no puedo limitar que se comparta toda la información?***	Federal law gives you the right to limit some but not all sharing related to: • sharing for affiliates' everyday business purposes • sharing for affiliates to market to you • sharing for nonaffiliated to market to you State laws and individual companies may give you additional rights to limit sharing. See Other Important Information section for your rights under state law.	*La ley federal le otorga el derecho a limitar algunos pero no todo lo relacionado a:* • *compartir entre afiliadas para propósitos de operaciones diarias* • *compartir entre afiliadas el uso de su información para propósitos de mercadeo* • *compartir con no afiliadas para propósitos de mercadeo* *Leyes estatales o compañías individuales podrían ofrecerle derechos adicionales para limitar el compartir información. Vea la sección Otra Información importante para conocer sus derechos según la ley estatal.*

Definitions — *Definiciones*

Affiliates ***Afiliadas***	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include *Entri, Adir Financial and Curacao Financial.*	*Instituciones controladas o relacionadas por un dueño común. Estas pueden ser instituciones financieras o no financieras. Nuestras afiliadas incluyen* Entri, Adir Financial y Curacao Financial.
Nonaffiliates ***No Afiliadas***	Companies not related by common ownership or control. They can be financial and nonfinancial companies. *Curacao does not share with nonaffiliates so they can market to you.*	*Instituciones no controladas o no relacionadas por un dueño común. Estas pueden ser instituciones financieras o no financieras.* Curacao no comparte información con instituciones no afiliadas para que estas no puedan mercadearle a usted.
Joint Marketing ***Mercadeo Conjunto***	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *Curacao doesn't jointly market.*	*Un contrato formal entre una compañía no afiliada con la que en conjunto mercadeamos productos o servicios financieros para usted.* Curacao no mercadea de forma conjunta.

Other important information — *Otra informacion importante*

CA Residents: We will not share your information with companies outside of Adir International, LLC dba Curacao, except for our everyday business purposes, for marketing our products and services to you, or with your consent.

NV Residents: Notice provided pursuant to state law. To be placed on our internal Do Not Call List, call 866-410-1611. If you would like more information about telemarketing practices, you may contact us at Adir International, LLC dba Curacao, 1605 W. Olympic Blvd., 7th Floor, Los Angeles, CA 90015. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, telephone: 702-486-3132, email: BCPINFO@ag.state.nv.us.

Telephone communications: All telephone communications with us or our authorized agents may be monitored or recorded.

Residentes de CA: *No compartiremos su información con instituciones afuera de Adir International, LLC dba Curacao, excepto para nuestros propósitos de operaciones diarias, para mercadear nuestros productos y servicios a usted, o con su consentimiento.*

Residentes de NV: *Notificación proporcionada de acuerdo con la ley estatal. Para ser incluido en nuestra Lista de No Llamar interna, llámenos al 866-410-1611. Si desea obtener más información acerca de las prácticas de ventas por telefono, puede ponerse en contacto con nosotros a Adir International, LLC dba Curacao, 1605 W. Olympic Blvd., 7th Floor, Los Angeles, CA 90015. Para más información sobre esta ley de Nevada, póngase en contacto con la Oficina de Protección al Consumidor, Oficina del Procurador General de Nevada, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, teléfono: 702-486-3132, email: BCPINFO@ag.state.nv.us.*

Las comunicaciones telefónicas: *Todas las comunicaciones telefónicas con nosotros o nuestros agentes autorizados pueden ser supervisadas o grabadas.*