

# NEBRASKA FURNITURE MART REVOLVING CHARGE AGREEMENT

1. I (Cardholder) agree to pay for all purchases charged to my account by me or any person authorized to use the account in accordance with the terms of this agreement. My liability is joint and several with any cardholders signed below or otherwise becoming party to the account or this agreement. Any person authorized to use the account, by use of the account, accepts the terms of this agreement and grants the same rights and authorizations as though a party to this agreement. I understand that this agreement is with Nebraska Furniture Mart, Inc., a Nebraska corporation, and its wholly owned subsidiaries, NFM of Kansas, Inc., TXFM, Inc., Homemakers Plaza, Inc. (collectively hereinafter referred to as "NFM"). All rights to payment are assigned to Nebraska Furniture Mart, Inc. All charges on the account are subject to the prior approval of NFM. Except for the arbitration provision, NFM has the right to change any terms of this agreement by sending me a written notice. Use of the card/charges to the account 14 days after such notice will constitute agreement to the revised terms. NFM will send me a written notice a minimum of 45 days before the effective date of the change. Under the circumstances which will be described in any such notice, I may have the right to reject such change before the effective date and close the account.

## Collateral

2. I and any authorized person by use of the account grant to NFM a purchase money security interest to the fullest extent allowed under the Uniform Commercial Code and all applicable law in all merchandise purchased under this agreement, until fully paid. I agree that the purchase of such merchandise is for personal, family, or household use only. **NOTICE: If payments are not made as agreed, or the account is otherwise in default, NFM can repossess any merchandise which has not been paid for in full, without breach of the peace.** Merchandise purchased under this agreement will not become fixtures nor shall the merchandise become accessions to other merchandise. No merchandise purchased under this agreement is intended to serve as collateral or security for any other purchase. NFM has elected not to cross-collateralize the items sold under this agreement.

3. If I charge a service contract or extended warranty to my account, I agree that NFM may, upon my default and with such notice and compliance with any other requirements of applicable law, contact the issuer, cancel the contract or warranty, and collect the unearned premiums, if any, for application against my account balance.

4. I will keep the merchandise purchased in good condition and free from liens and other security interests, will pay promptly all taxes and assessments thereon and will not destroy or dispose of the merchandise or encumber it until NFM has been paid in full for said merchandise.

5. Loss or damage to merchandise will not release me from the obligation to pay after I have accepted delivery of said merchandise. I agree and understand that NFM is authorized to take all necessary action to perfect and continue perfection of its security interest in all merchandise purchased pursuant to this agreement. This writing contains the full, final and exclusive statement of the parties. NFM reserves the right to demand payment by cash or certified check.

## Promotional Purchases

6. I understand any purchases I make under promotions identified as "Deferred Interest" accrue interest from the date of delivery using the Average Daily Balance method described below, but payment of the accrued interest will be deferred until the end of the promotion, as long as monthly payments are timely received by NFM. An average daily balance subject to interest which carries promotional deferred interest terms includes prior interest accrued. This accrued interest will be included in the balance for purposes of the interest calculation until the purchase amounts are fully paid. If the purchase amounts are not fully paid, the accrued interest will be waived. If the purchase amounts are not fully paid, the accrued interest will be added to my balance payable. I understand that if I fail to make on-time payments, all promotional terms may be canceled and all interest accrued from the date of delivery may be added to my balance payable, which will continue to accrue interest at the regular interest rate.

7. I understand any purchases I make under promotions identified as "Promotional Interest" accrue interest from the date of delivery using the Average Daily Balance method described below. I understand that if I fail to make on-time payments, all promotional terms may be canceled and my balance will revert to the regular interest rate.

8. I understand any purchases I make under promotions identified as "Level Payment" or "Fixed Payment" will require minimum payments fixed such that the qualified purchase balance will be paid in full during the promotional period, with minimum payments calculated as the balance divided by the remaining months in the promotional term, rounded up to next higher dollar amount. Adjustments and rounding may cause some variance in the minimum payments. I understand the Minimum Monthly Payment required on my monthly billing statement will be calculated as explained in paragraph 10 below.

9. I understand the terms of this agreement apply to all purchases and that any promotional terms that are different from the terms in this agreement will be explained on promotional advertising or other disclosures provided to me. I understand I may need to pay more than the minimum payment required each month in order to have purchases fully paid before the end of promotional periods. I understand any remaining balance still owed at the end of the promotional period will revert to the regular interest rate and will continue to accrue interest at that rate until fully paid.

## Statements and Payments

10. If I have a balance on my account or if transactions have occurred within a statement period, NFM will send me a statement. It will show a date identified as the Statement Date, and will show the total balance payable as of the Statement Date identified as the New Balance. I can pay the total balance on my account at any time. I agree to pay at least the amount identified as the Minimum Monthly Payment on or before the Payment Due Date specified on the statement, which will be a minimum of 21 days from the Statement Date. The Minimum Monthly Payment will be the sum of any late, returned payment and insurance fees, plus any promotional "Level Payment" or "Fixed Payment" due, plus 4% of the New Balance (excluding any promotional "Level Payment" or "Fixed Payment" balance), rounded to the next higher dollar amount or \$15.00, whichever is greater, not to exceed the balance owed. I can always pay more than the Minimum Monthly Payment. I understand the unpaid portion of all charges, with both regular and promotional terms (excluding the "Deferred Interest") will be included in the calculation of the Minimum Monthly Payment.

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

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

13. I hereby authorize NFM to charge to my account any purchase which I or any person authorized to use the account make via telephone or the internet. I and any authorized person understand that, at the time of purchase, I or any such authorized person must provide to NFM certain information to verify identity and account number. I understand that any purchases made in this manner will be subject to a purchase money security interest as described above. I acknowledge that purchases made by me or any authorized person via telephone or the internet will not be documented by a sales receipt bearing my initials or signature or those of any such authorized person. I and any such authorized person agree that lack of a signature or initials in these circumstances will not be a valid basis to dispute NFM's security interest or my obligation to pay for the purchase unless I have properly complied with the billing dispute procedures as referred to herein.

14. **NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.**

15. **NOTICE: If I do not pay the total New Balance by the Payment Due Date, an interest charge will be added to the account for the current billing period. THE INTEREST CHARGE WILL BE A PERIODIC RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%), COMPUTED ON THE AVERAGE DAILY BALANCE (INCLUDING CURRENT TRANSACTIONS).**

16. To calculate the Average Daily Balance, NFM will take the beginning balance of my account each day, add any new purchases or charges, and subtract any payments or credits. This gives NFM the daily balance. Then NFM will add all the daily balances from the billing cycle and divide the total by the number of days in the billing cycle. This gives NFM the Average Daily Balance.

## Default and Acceleration

17. If I fail to make payments as agreed, or I am otherwise in default, my entire balance (including all interest previously deferred) may, at NFM's option and after such notice, opportunity to cure and/or other requirements of applicable law, become due and payable. NFM's waiver of any default shall not operate as a waiver of any other default. I agree to pay reasonable expenses, court costs and attorney fees incurred by NFM to the extent allowed by applicable law if NFM elects to enforce its rights under this agreement, including but not limited to repossessing its collateral without breach of the peace, or any other rights with regard to its security under the Uniform Commercial Code and/or applicable law.

## Other Charges and Fees

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

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

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

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

## Miscellaneous

20. I hereby authorize NFM to utilize information from any credit reporting agency at its option to periodically evaluate my credit rating and to make credit decisions based upon that information. This is a continuing authorization and may be terminated only by written revocation delivered to NFM pursuant to paragraph 21.

21. I understand that the address given with my application, or my email address, as per my request, is the address to which NFM will send any written notices to me required hereunder. In the event the address cannot be used, NFM is authorized to use the address I give in regard to the most recent transaction on the account. In the event I change addresses I must notify NFM in writing of such change of address. NFM's address for written notice purposes is: 700 S 72<sup>nd</sup> St, Omaha, NE 68114.

22. I understand any phone number or email address I provide in connection with this account, including personal or work email, land line or mobile phone, may be used by NFM or its subsidiaries, affiliates or debt collectors to contact me in regard to my account, and I consent to communication made with any other persons at such number or address. Methods of contact may include use of pre-recorded messages and automated dialing systems. I acknowledge that certain of these calls may result in telecommunications charges to me.

23. For all returned, exchanged, or canceled merchandise, I agree to pay a reasonable fee to be determined by NFM. Such charges will be subject to the same terms as my purchases. I agree to the terms printed on the front and reverse sides of, or which are provided with or as attachments to the NFM sales receipt, which are incorporated herein by this reference.

24. This agreement shall be governed by and construed under federal laws and the laws of the state of Nebraska, except to the extent described in paragraphs 18 and 19 above or determined to be subject to other state law notwithstanding this choice of law.

25. It is NFM's intent to comply with all federal and state laws and regulations which might cover any transaction under this agreement. Consequently, if there is a conflict between any term or condition of this agreement and applicable federal or state law or regulation, this agreement will be interpreted in such a way as to conform with the requirements of such law or regulation and, to the extent any non-conformity cannot be resolved, the term or condition will be construed to have been omitted from this agreement. Any interest received over an applicable limit will be applied to the account balance or refunded.

26. **NOTICE regarding Texas sales:** For questions or complaints about this contract, contact NFM at 1(800) 359-1200 or Nebraska Furniture Mart, Inc.; 700 S 72 St.; Omaha, NE 68114. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, TX 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

27. **ARBITRATION:** NFM and I agree that any claim or dispute ("Claim") between me and NFM and/or between me and NFM's employees, directors, owners, subsidiaries, affiliates, agents or representatives arising from or relating to this agreement (whether contract, tort, equity or statutory), may, at the election of any such party, be resolved exclusively through binding mandatory arbitration with the American Arbitration Association ("AAA") or another mutually acceptable arbitration association, except that (a) any party may file a case in a small claims court as long as it remains in such court and the Claim and any counterclaim are an individual Claim and not a class action, and (b) if NFM sues in court to collect amounts I owe, I agree that any counterclaim I may bring in such action shall be brought on an individual basis only and not as a class action. **NO PARTY MAY BRING A CLAIM OR COUNTERCLAIM AS A CLASS REPRESENTATIVE OR PARTICIPANT IN A CLASS OR COLLECTIVE ACTION, IF A CLAIM IS ARBITRATED, THE ARBITRATION REPLACES THE RIGHT TO GO TO COURT INCLUDING THE RIGHT TO A JURY.** The arbitrator shall not have the right to grant any class action in any form. The arbitrator shall not award relief in a form or amount that exceeds that available under applicable law. Unless the arbitration rules require otherwise, arbitration costs and fees will be split equally up to \$400. NFM will pay any additional arbitration costs and fees subject to reapportionment in the award. For information on AAA rules and filing a case, visit [www.adr.org](http://www.adr.org). This clause shall inure to the benefit of and be binding on each party and their respective heirs, successors and assigns. This clause is governed by the Federal Arbitration Act and shall survive termination or payoff of this agreement.

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

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**NEBRASKA FURNITURE MART REVOLVING CHARGE AGREEMENT  
PRICING ADDENDUM**

APR:	<b>18%</b>
Grace Period:	At least 21 days
Balance Computation Method:	Average daily balance (including new purchases)
Late Payment Fee:	Up to <b>\$25</b>
Returned Payment Fee:	Up to <b>\$25</b>

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