

NFM REVOLVING CHARGE AGREEMENT (cardholder copy – retain for your records)

- 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 a party to 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 any of its affiliates identified as "Seller" (collectively hereinafter referred to as "NFM") on any sale order, invoice, receipt, return or adjustment issued by NFM ("Sales Order") all of which are incorporated herein. I can use my account to make purchases from participating stores and affiliates of Nebraska Furniture Mart, Inc., including purchases from nfm.com, up to the credit limit that has been assigned to my account. All rights to payment are assigned to Nebraska Furniture Mart, Inc. All charges on the account are subject to the prior approval of NFM. Except for the arbitration provisions, NFM has the right to change any terms of this agreement by sending me a written notice. Use of the card or any charges to the account 14 days after such notice will constitute agreement to the revised terms. NFM will send me written notice of the change as required by applicable law. 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.
- I acknowledge that this agreement is expressly intended to finance my purchase of merchandise from NFM. 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, subject to applicable law.** 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.
- 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.
- 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.
- 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

- I understand any purchases I make under promotions identified as "Deferred Interest" accrue interest from the date of delivery using the Average Daily Balance method described below, but payment of the accrued interest will be deferred until the end of the promotion, as long as monthly payments are timely received by NFM. An average daily balance subject to interest which carries promotional deferred interest terms includes prior interest accrued. This accrued interest will be included in the balance for purposes of the interest calculation until the purchase amounts are fully paid. If the purchase amounts are fully paid before the end of the promotional period, the accrued interest will be waived. If the purchase amounts are not fully paid, the accrued interest will be added to my balance payable. I understand that if I fail to make on-time payments, all promotional terms may be canceled and all interest accrued from the date of delivery may be added to my balance payable, which will continue to accrue interest at the regular interest rate. I understand that I may need to pay more than the Minimum Monthly Payment explained in paragraph 10 below during the promotional period to avoid interest.
- 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.
- I understand any purchases I make under promotions identified as "Level Payment", "Equal Payment", "Fixed Payment" or similar term (collectively "Fixed Payments") 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.
- 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

- 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 as the "New Balance" the total balance payable as of the Statement Date. I can pay the total balance on my account at any time. I agree to pay at least the minimum monthly payment (Minimum Monthly Payment), which is the amount identified on the statement as the "Minimum Monthly Pmt" on or before the due date, which is identified on the statement as the "Payment Due Date", 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, insurance and monthly recurring fees, plus any Fixed Payment due, plus 4% of the New Balance (excluding any promotional 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. NFM may accept payments that are marked "Payment in Full" or with similar markings without losing its right to receive payment in full. Partial payments offered in full satisfaction of a disputed amount must be sent to the address listed in the Billing Rights Summary for notifying NFM of billing errors. To protect against fraud, risk, loss, or unauthorized charges, NFM may limit or delay the availability of credit on my account. NFM will establish an overall credit limit for my account. It will be provided to me upon account opening and listed on each statement.
- 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.**
- Unless applicable law otherwise requires, payments will be applied first to outstanding late, returned payment, insurance and monthly recurring fees, and promotional purchases with an outstanding 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 for each of the following months that I owe a balance.
- I hereby authorize NFM to charge my account for any purchase which I, or any person authorized to use the account, make in person, via telephone, or on 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 purchase made in this manner will be subject to a purchase money security interest as described above. I acknowledge that any purchase made by me or any authorized person via telephone or the internet will not be documented by a Sales Order 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 in the Billing Rights Summary.
- NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.**
- 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).**
- 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

- 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. To the extent permitted by applicable law, I waive notice of intention to accelerate and notice of acceleration. NFM's waiver of any default shall not operate as a waiver of any other default. Subject to applicable law, I agree to pay reasonable expenses, convenience or pay-to-pay fees, court costs, and attorney fees incurred by NFM if NFM elects to enforce its rights under this agreement, including, but not limited to, obtaining a monetary judgment for the balance due on the account, 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

- NOTICE: Late Payment: 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. Under no circumstances shall the late payment fee exceed (a) \$25 or (b) the maximum amount then allowed by applicable law, whichever is less.**
- NOTICE: Returned Payment: 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 the maximum amount then allowed by applicable law.**

Nebraska Residents	after 10 days late	\$5 or 5% of the unpaid amount, whichever is greater
Iowa Residents	after 10 days late	\$25
Kansas Residents	after 10 days late	\$25 or 5% of the unpaid amount, whichever is less
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	\$25
Louisiana Residents	after 10 days late	\$10 or 5% of the unpaid amount, whichever is greater
Arkansas Residents	after 10 days late	\$25
South Dakota Residents	after 10 days late	\$25
Minnesota Residents	after 10 days late	\$5 or 5% of the unpaid amount, whichever is greater
Residents of other states	after 10 days late	\$25, or the maximum permitted by applicable law, whichever is less

Nebraska Residents	\$15
Iowa Residents	\$30
Kansas Residents	\$30
Missouri Residents	\$15
Texas Residents	\$30
Oklahoma Residents	\$25
Louisiana Residents	\$25 or 5% of the amount of the payment, whichever is greater
Arkansas Residents	\$30
South Dakota Residents	\$25
Minnesota Residents	\$30
Residents of other states	\$30, or the maximum permitted by applicable law, whichever is less

Miscellaneous

- 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 22.
- I understand that NFM may at any time and for any reason, subject to applicable law (a) terminate this agreement; (b) close my account; or (c) suspend my ability to make new transactions on the account. If NFM does any of those things, each may be done without providing me with notice before it happens. I understand that I must still fulfill all of my duties under the agreement (including payment of all balances on the account).
- 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 notices under this agreement is: PO BOX 3000, Omaha, NE 68103, Attn: NFM Billing Inquiries Department.
- I understand any phone number or email address I provide in connection with this account, including personal or work email, landline, or mobile phone, may be used by NFM or its subsidiaries, affiliates, agents, or debt collectors to contact me in regard to my account, and I consent to communication made with any other persons at such account, including. Methods of contact may include use of pre-recorded messages and automated dialing systems. I acknowledge that certain of these calls and/or messages may result in telecommunications charges to me.
- 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 Sales Order, which are incorporated herein by this reference.
- 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.
- 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.
- NOTICE regarding Texas sales:** For questions or complaints about this agreement, contact NFM at 1(800) 359-1200 or Nebraska Furniture Mart, Inc., PO BOX 3000, Omaha, NE 68103, Attn: NFM Billing Inquiries Department. 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. E-mail: consumer.complaints@occc.texas.gov.
- ARBITRATION:** NFM and I agree that any claim or dispute ("Claim") between me and NFM and/or between me and NFM's employees, directors, members, 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 any court solely as may be permitted under small claims, limited actions, associate circuit, or other, similar procedural rules governing expedited proceedings or proceedings subject to caps on amounts in controversy, as long as such case remains in such court and subject to such procedural rules, or as may be available under Title 11 of the United States Code, and the Claim and any counterclaim are an individual Claim and not a class action; and (b) NFM may file a lawsuit in any court to collect amounts I owe, and if NFM files suit, 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. This clause shall inure to the benefit of and be binding on each party and their respective heirs, devisees, successors, and assigns. This clause is governed by the Federal Arbitration Act and shall survive termination or payoff of this agreement. The arbitration provisions of this clause shall not apply to the extent prohibited by the Military Lending Act under the then existing circumstances.

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

**NFM REVOLVING CHARGE AGREEMENT
PRICING ADDENDUM**

APR:	18%
Grace Period:	At least 21 days
Balance Computation Method:	Average daily balance (including new purchases)
Late Payment Fee:	Up to \$25
Returned Payment Fee:	Up to \$35

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