

SEARS MASTERCARD® CREDIT CARD DISCLOSURES

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	27.49% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	27.49% for transfers completed within 4 months from date of account opening. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	29.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	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

Fees

Transaction Fees <ul style="list-style-type: none">Balance TransferCash AdvanceForeign Purchase Transaction	<p>Either \$10 or 5% of the amount of each transfer, whichever is greater.</p> <p>Either \$5 or 5% of the amount of each cash advance, whichever is greater.</p> <p>3% of each purchase transaction in US dollars.</p>
Penalty Fees <ul style="list-style-type: none">Late Payment	Up to \$39

How We Will Calculate Your Balance: We use a method called “daily balance (including current transactions).” See the Card Agreement for more details.

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

Cash Advances: Please note cash advances are available only to the extent of your cash advance limit. Your cash advance limit may be as low as \$0; it is a portion of your credit limit.

The information above is accurate as of December 26, 2018.

For more information call Sears Credit Card Services at 1-800-669-8488. New York residents may contact the New York State Department of Financial Services by telephone, 1-800-342-3736, or visit its website, www.dfs.ny.gov, for free information on comparative credit card rates, fees and grace periods.

Protections for Active Duty Service Members and Their Dependents: Please see the section of the Card Agreement entitled “Protections for Active Duty Service Members and Their Dependents.”

TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age (21 years of age in Puerto Rico). If you are married, you may apply for a separate account. Citibank, N.A. (“we” or “us”) is the issuer of your Sears Mastercard account. Citibank, N.A. is located in Sioux Falls, SD. Credit card offers are intended for residents of, and this is not an offer for the credit card to individuals outside of, the United States and its Territories.
- To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will ask for your name, address, date of birth, and other information that will allow us to identify you when you open an account. We may also ask to see your driver’s license or other identifying documents; and obtain identification information about you or any authorized user you add to your account.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- To receive a Sears Mastercard, you must meet our credit qualification criteria. Your credit limit will be determined by the income you provided and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your credit limit when you receive your card. Please note that cash advances may be limited to a portion of your credit limit.
- Balance transfers are made available at our discretion. All balance transfers are subject to the regular purchases APR unless an introductory or other promotional rate applies. To make a balance transfer call us at the number on the back of your card.
- You authorize us to share with Sears Holdings Corporation and its affiliates experiential and transactional information regarding your activity with us. If enrolled in the Shop Your Way Program, you authorize Citibank to report to Sears Holdings Corporation and its affiliates purchases made using the Sears Mastercard. Citibank is not responsible for products or services offered by other companies.
- If you provide your email address, Citibank, N.A. may use it to contact you about your account and tell you about useful products and services. You are also providing your email address to Sears Holdings Corporation, which may use it to send you offers and news about the latest merchandise, promotions and sales.
- If income information is requested, alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.
- Please see the Card Agreement for important information.
- **Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- **Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

SHOP YOUR WAY®, CARD LINK ENROLLMENT AND ADDITIONAL CATEGORY EARN INFORMATION

The Shop Your Way program is free and without obligation. If you provide your Shop Your Way member number at the time your Sears Mastercard is approved and opened, the account will be linked to your Shop Your Way member number. If no Shop Your Way member number is provided at that time, you will be automatically enrolled in Shop Your Way, assigned a Shop Your Way member number and linked to your Sears Mastercard account. You will earn Shop Your Way points on qualifying purchases at check out in-store or online by: creating an account at Sears.com or Kmart.com with your Shop Your Way member number, providing a Sears or Kmart associate with the phone number you used when you accepted your Sears Mastercard, when using your Sears Mastercard outside of Sears and Kmart as part of the Shop Your Way Additional Category Earn Program, and through the Shop Your Way Card Link Program at participating merchants outside of Sears and Kmart.

To retrieve your Shop Your Way member number, learn more details about the Shop Your Way and Card Link Programs, or to discontinue participation in the Shop Your Way Programs at any time, call Shop Your Way at: (800) 991-8708 or visit the websites listed below.

When you are approved for the Sears Mastercard and accept the Sears Mastercard terms and conditions, you acknowledge

and agree that you will be automatically enrolled at no additional cost in: (1) Sears' Shop Your Way Program (if you are not already a member), which allows you to earn Shop Your Way points on qualifying purchases and redeem those points on eligible merchandise, (2) the Shop Your Way Additional Category Earn Program (3) and the Shop Your Way Card Link Program, which provides you with additional Shop Your Way points when you use your Sears Mastercard card at participating merchants. For a list of participating merchants, please see www.shopyourway.com/partners. You acknowledge and agree that participation in the Shop Your Way Program is subject to the terms and conditions available for review at www.shopyourway.com/terms and participation in the Shop Your Way Card Link Program is subject to the terms and conditions available for review at www.shopyourway.com/cardlinkterms. Please read the terms and conditions carefully.

You expressly acknowledge and agree that Citibank and your payment network may use and share experiential and transactional information regarding your Sears card activity with Sears and third parties working on its behalf as necessary to facilitate the Card Link Program, including to identify qualifying transactions and to provide you with your reward. You also acknowledge and agree that Sears and third parties working on its behalf may share your membership information with Citibank and your payment network provider as necessary to facilitate the Card Link Program.

The Shop Your Way program is offered by Sears Holdings Management Corporation. Citibank is not responsible for products or services offered by other companies.

SHOP YOUR WAY ADDITIONAL CATEGORY EARN PROGRAM

The Shop Your Way Additional Category Earn Program is not transferable and is subject to credit approval. The Shop Your Way Additional Category Earn Program is subject to the Shop Your Way terms and conditions located at www.shopyourway.com/terms. Your Shop Your Way member number must be linked to your Sears Mastercard as described above in order to participate in the Shop Your Way Additional Category Earn Program. You have the opportunity to earn Shop Your Way points when you use your Sears Mastercard for eligible purchases. These extra points are inclusive of any base points or Sears base points earned. When extra point offers are combined, total points earned will be less than the combined point totals for each individual offer. Base points mean the 1% back in points described below. Sears base points mean those points awarded as part the standard Shop Your Way program.

You may only earn 5% back on eligible gas station purchases and 3% back in points on eligible restaurant and grocery store purchases on the first combined purchases of \$10,000 per calendar year and then 1% thereafter. The limit on points that may be earned on eligible gas station, restaurant and grocery store purchases will be reset each December 31st, and eligible purchases made in such categories after that date will again be eligible to earn additional points until the limit is again reached.

5% back in points on eligible gas station purchases, for the first \$10,000 (which includes the eligible restaurant and grocery store purchases) per calendar year and then 1% thereafter. (5% back in points equals 4% in extra points and 1% in base points.) *Certain Non-Eligible Purchases.* You will only earn 1% back in base points, not 5%, for gas purchased at superstores, supermarkets, convenience stores and warehouse clubs or for fuel used for non-automobile purposes.

3% back in points on eligible restaurant (including cafes, bars, lounges and fast food restaurants) and eligible grocery store purchases for the first \$10,000 (which includes the eligible gas station purchases) per calendar year and then 1% in base points thereafter. (3% back in points equals 2% in extra points and 1% in base points.) *Certain Non-Eligible Purchases.* You will only earn 1% in base points, not 3%, for restaurant purchases made at bakeries and certain restaurants/cafes inside department stores, grocery or warehouse clubs, and for grocery purchases made at superstores, convenience stores, gas stations, warehouse clubs, and discount stores.

2% back in points on purchases that are "Qualifying Purchases" under the Shop Your Way Program at Sears (Full Line Stores, Sears Grand), Sears Dealer Stores (Sears Hometown Stores, Sears Home Appliance Showrooms, and Sears Hardware), Kmart, mygofer and Lands' End merchandise within Sears stores. (2% back in points equals 1% in extra points and 1% in Sears base points.)

1% back in points on purchases that are not classified as either Qualifying Purchases or Non-Qualifying Purchases under the Shop Your Way Program and that are made outside of Program Stores or are described above as "Certain Non-eligible Purchases" ("base points").

No points are awarded or can be redeemed for balance transfers, cash advance transactions, cash advance transactions designated as purchases, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, annual credit card membership fees, money orders, wire transfers, bets, lottery tickets, or casino gaming chips, credit insurance premiums, AccountCare® fees, interest charges and credit card fees. Except as otherwise determined by Sears Holdings Management Corporation in its sole discretion, Members may redeem points on all Program-Eligible Purchases except for purchases from Sears Home Services, purchases of prescriptions, and purchases from Shop Your Way Merchants and other parties designated by Sears Holdings Management Corporation from time to time.

Points will post to your Shop Your Way account within approximately one week after the eligible purchase is made. Points can be redeemed at checkout in-store or online. Exclusions apply. For Point redemption and expiration terms, visit shopyourway.com/terms. Merchants must submit charges under the appropriate merchant code or industry code for you to receive the

additional Shop Your Way points. We do not determine whether merchants appropriately identify all transactions you make on your account but we do reserve the right to determine which purchases qualify for points. By accepting Shop Your Way member benefits and offers, you agree to the Shop Your Way terms and conditions, available at www.shopyourway.com/terms. The Shop Your Way Program is offered by Sears Holdings Management Corporation. Citibank is not responsible for products or services offered by other companies.

DEFERRED INTEREST PROMOTIONAL OFFERS ON THE SEARS CARDS

From time to time, as a Sears card holder you may be offered special limited time only deferred interest promotional offers.

Deferred interest promotional offers include the following types of offers:

- No Interest if Paid in Full in 6 Months
- No Interest if Paid in Full in 12 Months
- No Interest if Paid in Full in 18 Months
- No Interest if Paid in Full in 24 Months
- No Interest if Paid in Full by a specific date (for example, by December 31, 2019)

If the balance is not paid in full by the end of the promotional period, interest charges will be imposed from the purchase date at the purchase rate on your account which is 27.49% APR. This APR is as of December 26, 2018 and will vary with the market based on the Prime Rate.

These offers are not available all the time and may be limited to specific merchandise and/or have minimum payment and purchase requirements as disclosed in the offer.

Your Card Agreement, the terms of the offer and applicable law govern these transactions including increasing APRs and fees and termination of the promotional period.

CARD AGREEMENT

This Card Agreement is your contract with us. It governs the use of your card and account. Please read this Agreement carefully. Keep it for your records.

Definitions

account means the relationship established between you and us by this Agreement.

APR means an Annual Percentage Rate.

authorized user means any person you allow to use your account.

card means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

we, us, and our mean Citibank, N.A., the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.

you, your, and yours mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

Your Account

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used for lawful transactions.

Authorized Users. You may request additional cards for authorized users. Each authorized user is your agent and may use, manage, and receive information about the account to the same extent as you, subject to any limitations we may impose. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

Joint Accounts. If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Credit Limit. Your initial credit limit is on the confirmation page. After that, your credit limit appears on your billing statement. The full amount of your credit limit is available to use where the card is honored. We will notify you separately what part of your credit limit is available for cash advances. That part is called the cash advance limit. We may reduce or increase your credit limit or cash advance limit at any time for any reason as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. You should always keep your total balance below the credit limit. However, if the

total balance goes over your credit limit you still must pay us. If your account has a credit balance, we may reduce the credit balance by any new charges on your account. You may not maintain a credit balance in excess of your credit limit.

Balance Transfers. Balance transfers are an account feature that we make available to you through offers. The offer will describe the terms. All balance transfers are subject to the regular purchases APR unless a promotional rate applies.

Checks. We may provide you with convenience checks. When we do, we will tell you in writing whether they may be used for balance transfer transactions or cash advance transactions. If we tell you they may be used for balance transfer transactions, any use will be a balance transfer transaction. You may use them to transfer a balance to your account or make other transactions. If we tell you they may be used for cash advance transactions, any use will be a cash advance transaction even if you use the check to make a payment to another creditor. You may not use convenience checks to pay an amount owed to us under this Agreement or to pay another account with us or an affiliate. We do not certify these checks or return any checks that have been paid.

Billing Statement. Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing cycle. We add any purchases, balance transfers or cash advances. We subtract any credits or payments. We then add any interest charges or fees and make other adjustments.

Your billing statement also shows your transactions; the Minimum Payment Due and payment due date; your credit limit and cash advance limit; and your interest charges and fees.

We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible or start collection proceedings; but we may continue to add interest and fees as permitted by law.

APRs

Variable APRs Based on Prime. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in *The Wall Street Journal* two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If *The Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate.

Purchase and Balance Transfer APR. There is a variable regular purchases APR. It equals the Prime Rate plus 21.99%. As of December 26, 2018, this Annual Percentage Rate is 27.49%. This APR equals a daily periodic rate of 0.07531%. Balance transfers are subject to the regular purchases APR unless an introductory or other promotional APR applies.

Cash Advance APR. There is a variable regular cash advance APR. It equals the Prime Rate plus 23.90%. As of December 26, 2018, this Annual Percentage Rate is 29.40%. This APR equals a daily periodic rate of 0.08054%.

Effect of APR Increases. If an APR increases, interest charges increase. Your minimum payment may increase as well.

Promotions

We may offer promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. Your promotional terms will end when the promotional period expires.

If a promotional offer is a deferred interest offer, no interest charges will be imposed on the deferred interest balance if you pay the balance in full by the end of the promotional period for that deferred interest balance. We will impose interest charges on the deferred interest balance at the APR for regular purchases from the date of purchase if you do not pay the balance in full by the end of the promotional period.

Interest Charges Based on APRs

Interest Charges. We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

When Interest Charges Begin. We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases, balance transfers, and cash advances. They also include 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.

Grace Period on Purchases. You can avoid interest charges on purchases, but not on balance transfers and cash advances. This is called a grace period on purchases. The grace period is at least 25 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a major purchase plan balance, that balance (an

“excluded balance”) is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

Calculation of Interest Charges – Daily Balance Method (Including Current Transactions). We calculate interest charges each billing cycle. To do this:

- We start with each of your different balances. These balances include, for example, regular purchases, Old Balances, regular cash advances, and different promotional balances. (When we calculate interest charges, we treat each deferred interest transaction separately even if it has the same terms as another deferred interest transaction and we treat balance transfers as regular purchases unless a promotional rate applies.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any interest charge on the previous day’s balance. (This results in daily compounding of interest charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing cycle. This gives us the daily interest charges for each of your different balances.
- We add up all the daily interest charges. The sum is the total interest charge for the billing cycle.
- You authorize us to round interest charges to the nearest cent.

When we calculate daily balances, we add a purchase, balance transfer, or cash advance as of the Transaction Date. (The Transaction Date for a balance transfer or cash advance is the date we get a request to complete a transaction. When you send a convenience check directly to someone, the Transaction Date is the date we receive the check for payment. The Transaction Date is on the billing statement.) We add a transaction fee to the same balance as the transaction. We generally add other fees, including credit protection fees and insurance charges, to the regular purchase balance. We add any remaining balance from a balance transfer at a promotional APR to the regular purchase balance. We do this on the day after the promotional period expires. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

Minimum Interest Charge. If we charge you interest, the charge will be no less than \$2. We add the charge to the regular purchase balance or allocate it among one or more of the balances that accrues interest.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing cycle. A billing cycle begins on the day after the Statement Closing Date of the previous billing cycle. It includes the Statement Closing Date of the current billing cycle.

Fees

Annual Membership Fee. If an annual membership fee applies, the Supplement shows it. We will refund this fee if you notify us that you are closing your account within 30 days of the mailing or delivery date of the billing statement on which the fee appears. The fee is otherwise non-refundable. If this fee applies, we add it to the regular purchase balance.

Transaction Fee for Cash Advances. You take a cash advance if you use a cash advance convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial institution. You also take a cash advance if you make a wire transfer; buy a money order, traveler’s check, lottery ticket, casino chip, or similar item; or engage in a similar transaction. For each cash advance we add a transaction fee of 5% of the amount of the cash advance, but not less than \$5.

Transaction Fee for Balance Transfers. You make a balance transfer if you use a balance transfer convenience check or contact us to transfer a balance. For each balance transfer we add a transaction fee of 5% of the amount of the balance transfer, but not less than \$10. This fee is in addition to any periodic fee that may be imposed with a promotional offer.

Transaction Fee for Purchases in Foreign Currency. We charge you a fee of 3% of the U.S. dollar amount of each purchase made in a currency other than U.S. dollars, regardless of where the transaction takes place or who the merchant is.

Late Fee. We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due (less the Amount Over Credit Limit shown on your billing statement) by the payment due date. The fee will be \$28; or \$39 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law. We add this

fee to the regular purchase balance.

Information on Foreign Currency Conversion

Our network provider is Mastercard. Mastercard converts transactions in foreign currencies into U.S. dollars. Mastercard follows its own procedures to do so. These may change from time to time without notice. Currently, Mastercard uses a conversion rate in effect one day before its transaction processing date. It uses a government-mandated rate if required to do so. If not, it uses a wholesale market rate. A third party may convert a transaction into U.S. dollars or another currency before sending it to Mastercard. In these cases, the third party selects the conversion rate.

If you take a cash advance in a foreign currency at a branch or ATM of one of our affiliates, an affiliate of ours may convert it into U.S. dollars. This applies regardless of which network provider's card you use to take the cash advance. Our affiliate currently uses a conversion rate in effect on its processing date. It uses a government-mandated rate if required to do so. If not, it uses a mid-point market rate. Our affiliate's procedure may change from time to time without notice.

The conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the Transaction Date or post date for the transaction.

Payments

Making Payments. You may pay all or part of your account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add the amount due on each major purchase plan balance. We add any amount in excess of your credit limit. We add any amount specified in a promotional offer. We add any amount required by the Promotion Calculation. We also add the largest of the following:

- The Calculated New Balance if it is less than \$28;
- \$28 if the Calculated New Balance is at least \$28;
- 1% of the Calculated New Balance plus the amount of your billed interest charges on that balance, any minimum interest charge allocated to that balance, and any applicable late fee. (The result is rounded up to the nearest dollar.) However, we subtract interest charges that accrued during prior billing cycles on a deferred interest balance that ended during the billing cycle covered by the statement; or
- 1.5% of the Calculated New Balance (the result is rounded up to the nearest dollar).

The Calculated New Balance equals the New Balance on the billing statement less any balances subject to a major purchase plan, the Promotion Calculation, or to either of two types of promotional terms. The first type are terms that do not require a minimum payment. The second type are terms that require an additional amount as part of the Minimum Payment Due.

The amount due on a major purchase plan balance is the smaller of:

- The Repayment Percentage times the major purchase plan's Highest Balance. (The result is rounded up to the nearest dollar.) Or
- The major purchase plan's balance on the Statement Closing Date.

For each major purchase plan balance, the Highest Balance is the highest major purchase plan balance on a Statement Closing Date, since the last time that balance was zero. The balance is zero at account opening.

The Repayment Percentage for each major purchase plan is as follows:

- 24 month major purchase plan with an APR of 6.99%: 4.4768%.
- 36 month major purchase plan with an APR of 0%: 2.7778%.
- 36 month major purchase plan with an APR of 7.99%: 3.1332%.
- 48 month major purchase plan with an APR of 0%: 2.0833%.
- 48 month major purchase plan with an APR of 9.99%: 2.5358%.
- 60 month major purchase plan with an APR of 0%: 1.6667%.
- 60 month major purchase plan with an APR of 7.99%: 2.0272%.
- 72 month major purchase plan with an APR of 0%: 1.3889%.
- 84 month major purchase plan with an APR of 0%: 1.1905%.
- 96 month major purchase plan with an APR of 7.99%: 1.4132%.
- 120 month major purchase plan with an APR of 7.99%: 1.2127%.

The Promotion Calculation applies to some deferred interest transactions. The Promotion Calculation is based on the transaction amount as shown on the first statement that displays the transaction. It applies if, paying \$28 on this balance each billing cycle would result in repayment before the end of the promotion period. The Promotion Calculation equals 1%

of this balance during the promotion period. (The result is rounded up to the nearest cent.) The Promotion Calculation only applies during the promotion period. For deferred interest transactions made at Sears Holdings Corporation entities and its participating affiliates, subsidiaries and licensees, excluding Kmart stores, if a protection agreement is part of the deferred interest transaction, the protection agreement is treated as a separate transaction for purposes of evaluating whether the Promotion Calculation applies. Multiple protection agreements that are part of one deferred interest transaction are treated as one separate transaction.

The Minimum Payment Due may reflect adjustments to the New Balance. The Minimum Payment Due is never more than the Calculated New Balance plus three amounts. The first is any amount required by a major purchase plan. The second is any amount required by a promotional offer. The third is any amount required by the Promotion Calculation.

Application of Payments. Payments in excess of the Minimum Payment Due are applied in accordance with law. This means that we will generally apply payments in excess of the Minimum Payment Due to higher APR balances first. However, excess payments received before a deferred interest promotion expires are applied to the deferred interest promotional balance first in the last two billing cycles of the promotional period. And, if the expiration date of a deferred interest promotion is before the payment due date in the billing cycle in which the deferred interest promotion expires, excess payments received before the deferred interest promotion expires are applied to the deferred interest promotional balance first in the last three billing cycles of the promotional period. Payments equal to or less than the Minimum Payment Due and credits are applied at our discretion and you authorize us to apply payments and credits in a way that is most favorable or convenient for us. This may include applying such payments and credits to lower APR balances first and to balances with longer promotional periods first.

Payment Instructions. We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or electronic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, or payments that reflect "paid in full" or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

Credit Reporting

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. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

Information Sharing

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

Changes to this Agreement

We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, 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.

Default

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by electronic debit that is returned unpaid; file for bankruptcy; or fail to comply with the terms of this Agreement. If you default, we may close your account and, to the extent permitted by law, demand immediate payment of the total balance.

Refusal of the Card, Closed Accounts, and Related Provisions

Refusal of the Card. We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Preauthorized Charges. We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

Lost or Stolen Cards, Account Numbers, or Convenience Checks. You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in

writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

Closing Your Account. You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

Protections for Active Duty Service Members and Their Dependents

Protections. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You are entitled to these protections if you are a Covered Borrower, as defined below.

Covered Borrower. You are a Covered Borrower if, in connection with the opening of your account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member.

Oral Disclosures. If you are a Covered Borrower, you may obtain information related to your account, including information about these protections and your payment obligation, by calling 1-877-625-6379.

Arbitration. The section of the Card Agreement entitled “ARBITRATION” does not apply if you are a Covered Borrower at the time your account is opened.

ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

Covered claims

- *You or we may arbitrate* any claim, dispute or controversy between you and us arising out of or related to your account, a previous related account or our relationship (called “Claims”).
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they’re based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won’t initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration.

However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

How arbitration works

- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website (www.adr.org) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

Paying for arbitration fees

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney’s fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

The final award

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

Survival and Severability of Terms

This arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

Rules for rejecting this arbitration provision

You may reject this arbitration provision by sending a written rejection notice to us at: P.O. Box 6145, Sioux Falls, SD 57117. Your rejection notice must be mailed within 45 days of account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won’t affect your other rights or responsibilities under this Agreement, including use of the account.

Governing Law and Enforcing our Rights

Governing Law. Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement.

Enforcing this Agreement. We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

Collection Costs. To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your

account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

Assignment. We may assign any or all of our rights and obligations under this Agreement to a third party.

For Further Information

Call us toll-free for further information. Call the toll-free Customer Service telephone number shown on the billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

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.

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good

faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address for billing inquiries and correspondence shown on the front of your statement.

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.

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FACTS**WHAT DOES CITIBANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

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

What?

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

- Social Security number and income
- account balances and employment information
- credit history and transaction history

How?

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

Reasons we can share your personal information	Does Citibank share?	Can you limit this sharing?
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	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For our nonaffiliates to market to you	Yes	Yes

To limit our sharing

Call 1-877-491-0609 – our menu will prompt you through your choice(s). (TTY: 1-866-357-2484)

Please note:

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

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

Questions?

Call 1-877-491-0609 or call the Customer Service number on the back of your credit card or on your billing statement. (TTY: 1-866-357-2484)

Who we are

Who is providing this notice?	This notice is provided by the retail partner cards group of Citibank, N.A., the bank that issues your credit card.
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What we do

How does Citibank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures to comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Citibank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • provide account information or give us your contact information • provide employment information or apply for a loan • use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies such as Citigroup Global Markets Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include companies engaged in direct marketing and the selling of consumer products and services.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products and services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies and other financial companies.</i>

Other important information

For Vermont Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.

For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

We may share your personal information, as permitted by law, with the retailer whose name is on your card and with the companies related to the retailer. You cannot limit this sharing.

Important Information about Credit Reporting

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.