

CHASE BANK USA, N.A.

Terms and Conditions of the Bill Me Later® Installment Loan

IMPORTANT DISCLOSURES:

Lender: Chase Bank USA, N.A. (referred to as “we” or “us” in these Terms and Conditions), Wilmington, Delaware, U.S.A.

No Payments Due for 90 Days: At your option, you may pay the Amount Financed in full between now and the promotion expiration date on your statement (the “promotional period”) and you will pay no Finance Charge for this loan. If you do not pay the Amount Financed in full during the promotional period, the deferred interest from the promotional period will become due; thereafter, interest will be billed monthly. You must repay any portion of the Amount Financed you do not pay during the promotional period, in installments until the Amount Financed plus interest and Other Charges are paid in full. The amount of each payment will be 10% of the original Amount Financed. The following are some examples, using different loan amounts (amounts financed), of what you will pay if you chose to pay in installments; the examples assume that your purchase is made on the first of the month (as noted below) and you make no payment until the corresponding payment due date (noted below):

Examples Only- Your Loan Terms May Differ And Will Be Separately Disclosed

Amount Financed	\$300.00	\$750.00	\$1000.00
FINANCE CHARGE	\$51.93	\$121.53	\$162.07
ANNUAL PERCENTAGE RATE	17.99%	17.99%	17.99%
Total of Payments	\$351.93	\$871.53	\$1162.07
Payment Schedule	11 payments of \$30 and 1 payment of \$21.93	11 payments of \$75 and 1 payment of \$46.53	11 payments of \$100 and 1 payment of \$62.07
When Payments are Due If Purchase is made on: October 1, 2006 November 1, 2006 December 1, 2006 January 1, 2007	Payment Due Dates Monthly Beginning March 1, 2007 Monthly Beginning April 1, 2007 Monthly Beginning May 1, 2007 Monthly Beginning June 1, 2007		

Important information about procedures for opening a new account. 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.

What this means for Borrower: When Borrower opens an account, Lender will obtain Borrower’s name, address, date of birth, and other information that will allow Lender to identify Borrower. Lender will verify this information with Borrower or others.

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.

As required by California Law, a married applicant may apply for a separate account.

Lender may obtain a report from a consumer credit reporting agency in connection with the making of this loan and/or for any lawful purpose in connection with this loan. If you request to be informed whether or not a consumer credit report was obtained, Lender will provide that information, including the name and address of each consumer reporting agency from which a consumer credit report was obtained.

NOTICE TO BORROWER: (1) CAUTION – IT IS IMPORTANT THAT BORROWER THOROUGHLY READ THE IMPORTANT DISCLOSURES STATED ABOVE AND FOLLOWING LOAN AGREEMENT BEFORE BORROWER AGREES, (2) BORROWER SHOULD RETAIN A COPY OF EACH FOR BORROWER'S RECORDS.

LOAN AGREEMENT:

How you may accept the loan. When you place your order and choose the Bill Me Later payment option, we will send you a confirmation letter, further explaining and disclosing the specific terms of the loan. If you do not want the loan, when you get a billing statement, simply pay for your purchase in full before the promotional period ends. If you do not pay in full during the promotional period, that will be your way of telling us that you want the loan on the terms stated in this agreement and in the confirmation letter, and that you agree to repay the loan.

Your promise to pay. By accepting the loan, you agree to repay to the Lender the Amount Financed, plus interest calculated at the Annual Percentage Rate stated above. You agree to make the monthly payment each month until the balance is paid in full. The amount of the monthly payment will be 10% of the Amount Financed (the final payment may be different, but will be no more than the other payments). We will send you a billing statement each month which will show the Payment Due Date and the payment amount due; it may also contain information about other Bill Me Later loans you owe us.

You also promise:

- a. To pay all costs of collection if we take any action to collect this loan, if permitted by applicable law. This shall include, unless prohibited by applicable law, reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.
- b. To make all payments by check, money order, or other legal instrument in U.S. Dollars, so that we receive it at the remittance address disclosed on the billing statement. If you make a payment using a non-standard check, money order or other instrument, you agree to pay our costs of processing the payment. This includes, among other things, oversized and undersized instruments, instruments using non-standard materials, instruments in a non-standard format, and any other non-standard instrument that requires special handling.
- c. To promptly notify us if you change your name, mailing address, e-mail address or telephone number.
- d. To honor any other promises that you make in this Agreement.
- e. That you will not accept this loan unless you are of legal age in the state where you reside and are a resident of the U.S.A.
- f. To attempt to resolve any dispute you have with the merchant directly; you agree to allow a reasonable period of time for the merchant to resolve the dispute. This shall in no way limit or reduce your legal rights.

Interest. You agree to pay a Finance Charge on the outstanding balance of the loan until you pay the balance in full. The Finance Charge will be calculated as of the last day in the billing cycle (the Statement Date), in the following way:

- a. **When the Finance Charge begins.** Interest begins to accrue on the Transaction Date of your purchase with the merchant. Billing of the interest which accrues during the promotional period will be deferred until the end of the promotional period.
- b. **How to avoid paying interest.** At your option, you may pay the Amount Financed in full before the end of the promotional period and you will pay no interest or fees for this loan. If you do not pay the Amount Financed in full during the promotional period, the deferred interest will be billed at the end of the promotional period.

- c. **How we will determine the balance on which the Finance Charge is computed.** We will compute the Finance Charge on the "Average Daily Balance" during the billing cycle. To get the Average Daily Balance, we will take the beginning balance each day and add adjustments posted that day; then subtract any payments, credits, and unpaid Finance Charges. This gives us the "Daily Balance." Then, we add up all the Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. The result is the Average Daily Balance. We will treat any Average Daily Balance which is a credit balance as zero.
- d. **How we compute the Finance Charge.** We will compute the Finance Charge separately for each Billing cycle. We will multiply the Average Daily Balance for the Billing cycle by the number of days in the billing cycle; then we will multiply the product by the Daily Periodic Rate in effect during that billing cycle. The result is the Finance Charge.
- e. **Minimum Finance Charge.** If the Daily Balance on the last day of a billing cycle (the statement date), is greater than zero, and if the Finance Charge for the billing cycle is greater than zero but less than \$2.00, we may assess a Finance Charge of \$2.00 for the billing cycle.
- f. **Daily Periodic Rate of Finance Charge.** We will compute the Finance Charge using the Daily Periodic Rate, which is calculated by dividing the Annual Percentage Rate by the number of days in the year.

Fee for providing a copy of billing statement. Unless we are required by law to provide you with a copy of a billing statement for a billing cycle other than the current billing cycle, you agree to pay a fee of ten dollars (\$10.00) per billing statement if you request a copy.

Payment application. We will use each payment that you make first to pay billed Finance Charge, then billed other charges, then the principal balance, and then any other amounts due.

Your personal information. By requesting the loan, you authorize the merchant to share your personal information with us to the extent necessary for us to make a credit decision and complete the transaction, including paying the merchant on your behalf, sending you a billing statement, and for all other lawful purposes in connection with this loan.

Default. You will be in default if any of the following happen:

- a. If you fail to pay any payment on or before the Payment Due Date.
- b. If you fail to keep any promise or perform any duty in this Agreement, or in any other loan or agreement with us.

If you are in default, we may require you to pay the balance in full immediately.

Assignment. You may not assign or otherwise transfer your rights and privileges under this loan, or delegate your obligations to repay amounts you owe. Any attempt to assign or delegate will be void and of no effect. We may assign any and all of our rights under this loan at any time without your consent. Any person, company or bank to whom we assign this loan shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL COMMUNICATIONS BY YOU TO US CONCERNING DISPUTED

DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE ACCOUNT, SHOULD BE SENT TO: Bill Me Later, P.O. Box 5018, Timonium, MD 21094.

Amendment of this Agreement. This Agreement, unless amended in writing, is the final expression of the Agreement between us and may not be contradicted by evidence of any alleged oral agreement.

Notices and customer service. You agree that any notice or correspondence that we are required by this Agreement or by law to send to you may be sent by regular U.S. mail to the address that you have provided or by e-mail to the e-mail address that you have provided, unless otherwise required by law. You will send all notices, correspondence, inquiries and questions concerning this loan to Bill Me Later, P.O. Box 22140, Tulsa, OK 74121-2140. Bill Me Later is a service mark of I4 Commerce, which performs services for the Lender in connection with the loan. I4 Commerce may become the company to which you owe the amount due on the loan. You may also call us at our customer service telephone number 1-866-528-3733. We may monitor, tape or electronically record your telephone calls to our customer service department for any reasonable business purpose. You agree that our customer service department may place telephone calls to you using an automatic dialing and announcing device for any reasonable business purpose.

Governing Law and Construction. This Agreement has been accepted by you in Delaware, U.S.A., and all loans will be extended by you in Delaware, U.S.A. Regardless of the state of my residence or the place where the Merchant is located, I agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by federal law and construed in accordance with federal law and, as made applicable by federal law, Delaware law. Other terms and provisions shall be governed by and construed in accordance with the law of Delaware, U.S.A., without regard to principals of conflicts of law, except to the extent preempted, superseded, or supplemented by federal law.

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

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