



**FEDERAL TRUTH-IN-LENDING
DISCLOSURE STATEMENT
FOR RC WILLEY REVOLVING
CHARGE ACCOUNTS**

This Disclosure Statement supersedes all prior Disclosures you may have received from RC Willey Home Furnishings Inc. dba RC Willey Financial Services (RC Willey) and applies to any new or existing RC Willey account, is accurate as of September 1, 2022, and is subject to change after this date as allowed by law. It is given by RC Willey in compliance with the Federal Truth-In-Lending Act. For any changes in rates since printing call RC Willey at 1-877-315-0183.

INTEREST CHARGE COMPUTATION - Average Daily Balance Method: To get the "Average Daily Balance" for the calculation of the interest charge, we take the beginning balance of your plan each day, add any new purchases or transactions, late charges, insurance premiums, and subtract any payments or credits, and unpaid interest 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. This gives us the "Average Daily Balance." We then multiply this amount by the Monthly Periodic Rate associated with your account to obtain the monthly interest charge.

An interest charge will not be added to your plan during the current billing cycle if you pay the entire "Ending Balance" shown on your billing statement within 25 days of the "Statement Close Date." The "Statement Close Date" is shown on each billing statement.

DEFAULT APR: The Default APR (24% Penalty APR) for Purchases and transactions may be charged as of the start of the billing cycle in which any of the following events occur: (i) you fail to pay at least the Minimum Payment due for any billing cycle within two billing cycles of when that Minimum Payment first became due; (ii) you fail to honor any other obligation (other than paying the Minimum Payment due) under the Cardholder Agreement; (iii) you default in the performance of any of your obligations in connection with any other account you have with us. The Default APR is not applicable on accounts opened in Wyoming.

STATE DISCLOSURES: California Residents: A married applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. You have the right to prohibit the disclosure to marketers of goods or marketing information concerning you, which discloses your identity. The telephone number to be used to exercise this right is (916)770-2440. METRO SACRAMENTO, or TOLL FREE 877-315-0183

RC WILLEY REPAYMENT PLANS:

(a) REGULAR REVOLVING AND INTEREST BEARING PROMOTIONAL PLANS: You may elect to pay off your new balance by the due date on your statement without incurring an interest charge, or finance the purchases and transactions with low monthly payments. The "Interest Charge" for each monthly billing cycle is determined by multiplying your Plan's "Average Daily Balance" (including current transactions) for the billing cycle, by the monthly periodic rate of 1.75%, which corresponds to an ANNUAL PERCENTAGE RATE OF 21% (Premier plan periodic rate of .75%, APR 9%).

(b) *REGULAR ONLY (Reg O): Based on your credit or payment history as determined by RC Willey, you may be restricted from using Promotional "deferred interest" financing. You will be notified at the time of application or review of any such restriction, in which case you may use only the Regular Revolving Plan.

(c) DEFERRED INTEREST, MINIMUM PAYMENT PLANS (NI) [OAC]: Minimum purchase required. These plans require minimum monthly payments. Payment amount may vary depending on length of terms. Interest charges accrue but are not assessed if the remaining purchase balance is paid in full at the end of the prescribed number of billing cycles. **If payment in full is not made by the indicated due date, the balance plus accrued interest charges will be transferred to the Regular Revolving Plan (REG).** In addition, two consecutive missed payments during the term will cause the balance to transfer to the REG plan together with accrued interest charges. These plans require a \$1.00 per month statement handling fee for mailed paper statements (Not applicable on accounts opened in Wyoming). No fee for online statements.

PARTICIPATING THIRD PARTY MERCHANT REPAYMENT PLANS [OAC]:

Restricted to REG (Regular Revolving) and 6NI – (6 month deferred interest) only.

[OAC] On approved Credit:

Some restrictions on deferred interest financing may apply.

PAYMENT CALCULATION: Your minimum monthly payment will be the greater of your minimum monthly payment for the previous billing or an amount computed as follows:

If your new plan balance is:	Your minimum monthly payment will be:
Under \$15.00	Amount of the new plan balance.
Over \$15.00	
Regular/6NI/Premier Plans:	\$15.00 or 3% of the new plan balance, whichever is greater, plus any past due payments.

\$15.00 or 4% if coverage under the "Payment Protection Plan" has been requested.

*Reg O: \$15.00 or 5% of the new plan balance, whichever is greater, plus any past due payments.

Promotional 12NI/18NI: \$15.00 or 5% of the new plan balance, whichever is greater, plus any past due payments.

DISTRIBUTION OF YOUR PAYMENT: When your payment is received by RC Willey, it will be applied to the oldest unpaid payment in the following order: 1) to interest charge, 2) to insurance premium, 3) to handling fee (if any), and 4) to principal. Any remainder will be applied to the next oldest payment (in the order prescribed above), until all unpaid payments have been paid. Promotional Plan (Deferred Interest) payments are paid after all unpaid Regular Revolving Plan and Premier Plan payments have been paid and will be applied to required Promotional Plan payments in the following order: 18NI, 12NI, 6NI, 36VN. After all required minimums have been met, any additional payment amounts will be applied to the principal of the Promotional Plan balance that expires first on your account (or Regular / Premier Plan if no Promotional Plan balances), as a single payment for that billing period and not as a future payment. In the event that two or more Promotional Plan balances expire at the same time, (ex.: 18NI and 6NI), additional payment amounts will be applied to the Promotional Plan of longest duration until satisfied, then to the next longest expiring plan balance, and so on.

You may self-direct individual payments differently, after all required payments have been satisfied, by making them: 1) at www.rcwilley.com, 2) at any RC Willey store location, or 3) payment-by-phone with a Billing representative or store cashier.

When your account is credited for reasons other than a payment, it will be applied to the balance of your account against which the monthly periodic rate is applied.

RC Willey may accept partial payments, or any payment marked with any restrictive endorsement (such as "paid in full" or "settlement") without giving affect to the restrictive endorsement and without losing, waiving, or impairing any of RC Willey's rights under this agreement or under applicable law.

LATE CHARGE: RC Willey will charge a late fee on each payment that is not made within 5 days (10 days in California, Arizona, and Wyoming, 15 days in Idaho) of the previous "Payment Due Date."

SECURITY RIGHTS: You are giving RC Willey a purchase money security interest in all items financed pursuant to the terms of the Credit Application and Security Agreement.

**FOR BILLING QUESTIONS REGARDING YOUR ACCOUNT,
CALL 801-461-3940, METRO SALT LAKE, OR TOLL FREE 877-315-0183.**

PRIVACY POLICY: RC Willey obtains information about you from credit applications, references and other documents you submit to us. We also obtain information about you from consumer credit reporting agencies and individual transactions financed on your account. The information we collect may be used to verify your identity in making purchases or to advertise other promotional offerings to you. In the event you do not qualify for credit from RC Willey, we may also share your information with West Creek Financial, Inc., dba Koalafi ("Koalafi"), a non-affiliated provider of lease-to-own products and services. Non-affiliates are prohibited from using the information for any other purpose. If you would like a complete copy of our privacy policy or if you have any questions regarding this policy, please write us at: RC Willey, P. O. Box 65320, Salt Lake City, Utah 84165-0320, Attention: Credit Customer Relations, or call us at 1-877-315-0183

DELINQUENCY: AS REQUIRED BY FEDERAL LAW, YOU ARE HEREBY NOTIFIED THAT SHOULD YOUR ACCOUNT BECOME DELINQUENT, A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORDS MAY BE SUBMITTED TO CREDIT REPORTING AGENCIES DUE TO YOUR FAILURE TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATION.

**RC WILLEY REVOLVING CHARGE SECURITY AGREEMENT
TERMS AND CONDITIONS**

- I authorize you, RC Willey Home Furnishings Inc. dba RC Willey Financial Services (RC Willey), to obtain credit reports at any time in connection with (a) the issuance of this account; (b) the collection, review or renewal of the account; and (c) any change to the credit limit or terms of the account. I further authorize my employer (past, present or future) and other references to release and/or verify information to RC Willey as requested. I agree that I will promptly notify RC Willey of any changes to my credit information, i.e. address, phone number, employment etc.
- By my/our signature(s) on the attached Credit Application, I/we (applicant, joint applicant, cosigner) agree to abide by all the terms and conditions of this agreement. I/we have also read the Federal Truth-in-Lending Disclosure Statement for Revolving Charge Accounts ("Disclosure Statement") on the reverse side of this Agreement, and agree to pay all amounts I owe you according to the terms of the Disclosure Statement and this Agreement, as those terms may be changed from time to time.
- I will timely pay to RC Willey, all amounts billed to me under the terms of the Disclosure Statement including all interest charges and other costs each month my account has a balance. RC Willey agrees to provide a monthly billing statement to the most recent billing address on file, or to my email address as per

statement to the most recent billing address on file, or to my email address as per my request, for each month a balance is outstanding. Non-receipt of the billing statement shall not be deemed "cause" to withhold payment on the balance owing. Any purchase or extension of credit I make on credit evidenced by sales slip, voucher, memorandum, invoice or similar document will be deemed to have been made under the terms and conditions of this Agreement.

4. To the extent permitted by law, you may deem the outstanding balance on my account together with accrued interest charges in default if: a) I fail to make my payments on time; b) my account is included in a bankruptcy proceeding; or; c) if I breach any other terms of this agreement. In such event I may be required to pay off my entire balance, including accrued interest charges all at once or at a faster rate than shown on the "Disclosure Statement."
5. I (applicant, joint applicant, cosigner) agree that my liability for any purchases made under this Agreement is joint and several, meaning that I am responsible for the entire balance of the account, whether incurred by myself, any other applicant, or authorized user. I also agree that any notice from RC Willey to one, whether verbal or written, will serve as notice to all signers.
6. I am giving you a purchase money security interest in all goods financed on credit under this Agreement and all proceeds of such goods. You may exercise any rights granted to a secured party under the provisions of the Uniform Commercial Code, including the right to repossess and sell such goods or proceeds thereof. If the amount received on sale of the goods, less costs of repossession, storage, sale and other costs, is insufficient to pay all amounts I owe you, I agree to pay you the amount of any such deficiency including interest charges and other fees.
7. I agree that, until the entire purchase price together with applicable charges shall have been fully paid for goods purchased under this Agreement, I will not sell the goods to a third party or pledge the goods as collateral to another lender.
8. The decision to offer credit to me is entirely yours, and you may revoke any credit granted to me or decline to grant further credit to me for any reason whatsoever.
9. If I enroll and issued coverage in the optional Payment Protection Plan for my RC Willey account, I authorize you to charge the insurance premium to my account for each month my coverage is in force. I understand the amount of the insurance premium is calculated monthly based on my ending monthly account balance and that the insurance premium will be reflected on my next month's account statement. I understand participation in the Payment Protection Plan is optional and is not required to obtain or retain my RC Willey account.
10. You may change the terms of this Agreement at any time after giving me the minimum notice required by law, and the new terms will apply to the balance I owe you on the effective dates of any such changes. Specifically, but without limiting your right to make other changes, I agree that you may raise or lower the annual percentage rate chargeable on my account after two months prior notice to me.
11. In the event you are required to instigate legal action or to take other means to collect amounts I owe you, I agree to pay all your costs of collection, including, but not limited to, a collection agency fee assessed by a collection agency and/or reasonable attorney fees, with or without suit, together with all unpaid interest and court costs. Any Judgment you obtain against me shall continue to bear interest until satisfied at the annual percentage rate applicable to my account balance at the date of Judgment. If I make payment on any purchase or billing on my account by check or debit card, and the item is returned to you unpaid for any reason, I agree to pay you a minimum fee as allowed by the laws of the state in which I reside for each such item, or for each time the item is resubmitted for payment together with our attorney's fees and costs in collecting payment on the item. (The return check fee is not applicable on accounts opened in Wyoming.

LEASE-TO-OWN FINANCING OPTION

In the event you are not eligible for credit from RC Willey, RC Willey may share the information provided in your credit application with West Creek Financial, Inc., dba Koalafi ("Koalafi"), a provider of lease-to-own products and services. Koalafi is not affiliated with RC Willey. Koalafi is responsible for providing all terms, conditions, and disclosures regarding West Creek's lease-to-own products and services

THE PAYMENT PROTECTION PLAN

Our Payment Protection Plan is designed to protect your credit card account balance by providing you, the Primary Insured Accountholder (the first person listed on the account), with the following benefits. Please refer to Plan Modifications, if any, for your state:

Life Coverage - Pays the unpaid account balance to your credit card account if you or your insured Co-Accountholder should die.

Disability Coverage - Pays a monthly benefit payment to your credit card account if you become totally disabled for more than 30 consecutive days.

Unemployment Coverage - Pays a monthly benefit to your credit card account if you become involuntarily unemployed (loss of job, strike or layoff) from full-time employment (working for wages or profit for at least 30 hours per week) for more than 30 consecutive days. To qualify for Unemployment benefits, you must register with a recognized employment agency or your state unemployment office within 30 days after the date you become unemployed.

Property Coverage - Pays to repair or replace insured property if, due to a covered peril, it is stolen or accidentally damaged or destroyed. Coverage continues for 36 months after the purchase of the insured property while this coverage is in effect. Covered perils for Property Insurance are specified in your Certificate of Insurance.

Family Leave Coverage - Pays a monthly benefit to your credit card account (for up to 6 months) if you or your Co-Accountholder take an unpaid leave of absence from full-time employment (working for wages or profit for at least 30 hours per week) for more than 30 consecutive days while you or your Co-Accountholder are:

- caring for an immediate family member with a serious medical condition;
- caring for a newborn or adopted child for up to 6 months;
- on active military duty due to a military obligation;
- on jury duty;
- residing in a federally declared disaster area.

Family Leave Insurance does not cover losses caused by a pre-existing medical condition (defined as a condition for which the family member saw or was treated by a licensed health care provider both within the 6 months before and the 6 months after the effective date of coverage). Family Leave benefits are not payable if you are eligible for or receive unemployment benefits; or are disabled.

Benefits Summary:

- Benefits, except for Property Insurance, are payable up to your account balance at the time of loss.
- Life, Disability, Involuntary Unemployment, and Family Leave benefits are payable up to a maximum of \$10,000 or the account balance at the time of loss, whichever is less.
- Benefits for Property Insurance will not exceed \$10,000 subject to the maximum Property Insurance benefit provision contained in your Certificate.
- Benefits do not include any amounts added to your account (including insurance charges) after your loss.

To qualify for benefits you must be under the age of 71 at the time of loss. All coverage terminates at age 71.

Please call CSI at 1-877-274-5014 with your questions about the Payment Protection Plan.

State	Cost	Plan Modifications
AZ	81.2¢ per \$100 of your ending plan balance	Coverage does not terminate at age 71. The life coverage changes to Accidental Death coverage at age 71; all other coverages remain the same.
CA	79.1¢ per \$100 of your ending plan balance	
AZ, CA		Family Leave coverage is up to 3 months
AZ, CA, MT		Life insurance benefits are not payable for death in the event of suicide within 6 months of the Effective Date of coverage.
AZ, NM, NV, OR, WY		Life coverage is not available for the Co-Accountholder.
CA, MT		<ul style="list-style-type: none"> • Unemployment benefits are limited to nine (9) monthly benefit payments. • Disability benefits are not payable for total disability, which is the result of normal pregnancy or childbirth; any intentionally self-inflicted injury; or a "pre-existing medical condition" as defined in your Certificate of Insurance.
CA, CO, ID, MT, UT		Life coverage also protects your Co-Accountholder.
CO	48.5¢ per \$100 of your ending plan balance	
CO, ID		Property coverage is not available
CO, OR		Family Leave coverage is not available
ID, MT, UT	89¢ per \$100 of your ending plan balance	
NM	73.8¢ per \$100 of your ending plan balance	
NV	46.9¢ per \$100 of your ending plan balance (for Property-only coverage your cost is 9¢ per \$100)	If you would like to purchase Property-only coverage, please call CSI toll-free at 1-877-274-5014
OR, WY	84.3¢ per \$100 of your ending plan balance	
UT	89¢ per \$100 of your ending plan balance, allocated by coverage type Life: 9.2¢ Disability: 14.3¢ Unemployment: 30.7¢ Family Leave: 30.0¢	as follows:

This plan is offered, administered and underwritten by Central States Indemnity Co. of Omaha (CSI) and is also underwritten by Central States Health & Life Co. of Omaha; both companies of Omaha, Nebraska. Please review your Certificate(s) of Insurance for further details on coverage benefits and exclusions.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	21% Fixed
APR for Balance Transfers	21% Fixed
Penalty APR and When it Applies	<p>24% This APR may be applied to your account If you fail to pay at least the minimum payment due for any billing cycle within two billing cycles of when that minimum payment first became due.</p> <p>How Long Will the Penalty APR Apply? If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.</p> <p>(Not applicable on accounts opened in Wyoming.)</p>
How to Avoid Paying Interest on Purchases	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.
Minimum Interest Charge	None
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

Annual Fee	None
Transaction Fees	None
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Over Limit • Returned Payment 	<p>Up to \$25</p> <p>None</p> <p>Up to \$25 (Not applicable on accounts opened in Wyoming.)</p>
Other Fees <ul style="list-style-type: none"> • Statement Handling Fee 	<p>\$2 for Paper Statements (Not applicable on accounts opened in Wyoming.) None for Online Statements</p>

How We Will Calculate Your Balance: We use the method called “average daily balance” (including new purchases).

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Application of Accountholder (California residents only):

You are applying for the credit insurance described in this application and authorizing RC Willey to add the charges for insurance to your account each month as they become due. You have the right to stop this authorization. Your signature to enroll means you agree that: 1. You are eligible for Involuntary Unemployment and Family Leave coverage only if you are working for wages or profit 30 hours per week or more. If you are not, you will not be insured until you return to work. 2. You are insured only for your actual credit card balance. You are not insured for any unused credit which may be available to you. 3. Each month on your statement date, the insurance charge is calculated by multiplying the ending balance on your credit card account (up to a maximum of \$10,000) by .00791. This insurance charge will be shown on your account statement and included in your new balance. We can change the rate later on, but if we do, we will let you know in advance. The new rate will apply only to charges for insurance after the date of the rate change. 4. Your Co-Accountholder is not eligible for the Disability or Involuntary Unemployment insurance. 5. Neither you nor your Co-Accountholder are eligible for insurance after you have reached your 71st birthday. Insurance for the Co-Accountholder stops on his or her 71st birthday if the Co-Accountholder reaches age 71 before you do. Otherwise, all insurance stops on the first billing date after you reach age 71.

DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST SIX MONTHS. (Refer to "Total Disabilities Not Covered" in your Certificate for details). Non Std AP10/Non Std I.D. #18

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: RC Willey Financial Services, P.O. Box 65320, Salt Lake City, Utah, 84165-0320 or email us at: credit@rcwilley.com. 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 revolving 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 us, or 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: RC Willey Financial Services, P.O. Box 65320, Salt Lake City, Utah, 84165-0320 or email us at: credit@rcwilley.com.

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.



Disclosure Statement and Security Agreement

