

**SYNCHRONY BANK
RATES AND FEES TABLE
AEO, INC. VISA® CARD AND AEO, INC. CREDIT CARD ACCOUNT**

Interest Rates and Interest Charges		
	AEO, INC. VISA CARD	AEO, INC. CREDIT CARD
Annual Percentage Rate (APR) for Purchases	24.24% This APR will vary with the market based on the Prime Rate.	25.24% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	27.24% This APR will vary with the market based on the Prime Rate.	Not Applicable
How to Avoid Paying Interest on Purchases	Your due date is at least 23 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.	Your due date is at least 23 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	If you are charged interest, the charge will be no less than \$1.00.	If you are charged interest, the charge will be no less than \$1.00.
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.	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		
• Cash Advance	Either \$10 or 3% of the amount of each cash advance, whichever is greater.	Not Applicable
• Foreign Transaction	3% of each transaction.	Not applicable
Penalty Fees		
• Late Payment	Up to \$35	Up to \$35

How We Will Calculate Your Balance: We use a method called "daily balance".

The information about the costs of the card described above is accurate as of January 1, 2016. This information may have changed after that date. To find out what may have changed, write to us at Synchrony Bank, P.O. Box 965004, Orlando, FL 32896-5004. This application and the credit card agreement will be governed by federal law, and to the extent state law applies, the laws of Utah. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of the agreement, including the interest rates, fees and charges and we will send you notice as required.

This card is issued by Synchrony Bank pursuant to a license from Visa U.S.A. Inc.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.

NEW YORK RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer report agency.

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.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

CONSENT TO ELECTRONIC COMMUNICATIONS

By (i) submitting an application online or (ii) registering for online or mobile services for your Account, you hereby agree to the following and this will constitute your consent for us to send you electronic communications about your Account. When you successfully consent through the online or mobile site, you have successfully demonstrated that you are able to access information we have posted on such online or mobile site.

Categories of Communications. You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (i) the initial disclosure statement or agreement governing your Account, (ii) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (iii) your billing statement, if you have signed up to receive electronic statements, (iv) letters, notices or alerts regarding your Account and any changes to your Account, (v) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account, and (vi) the debt cancellation agreement and other information relating to optional debt cancellation products you may select to purchase. These electronic communications may include your name and some information about your Account, including your balance or the due date; however, we will not include your full account number or social security number. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering these communications, or the hardware or software you use to view your Account information or your e-mail account.

How to Withdraw Your Consent. You may not apply online for an Account and you may not register your Account for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you wish to withdraw your consent to receive future electronic communications, you must un-enroll from each service you have elected to receive to completely withdraw your consent to receive electronic communications. Additionally, you may call customer service at the number on your credit card or billing statement to withdraw your consent.

We will not impose any fee to process the withdrawal of your consent to electronic communications. However, you will not be able to receive your billing statements electronically if you do not consent to receive electronic communications or withdraw your consent. Any withdrawal of your consent to electronic communications will be effective only after we have a reasonable period of time to process your withdrawal request.

How to Update Your Records. You agree to promptly update your e-mail address if a change occurs by updating your information through www.ae.com or the website listed on your billing statement or by calling customer service.

Hardware and Software Requirements. In order to access and retain electronic communications, you must have the following:

- For personal computers:
 - Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - SSL-enabled web browser that supports JavaScript
 - Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software
- For mobile devices (phones, tablets, eReaders, or other mobile devices with Internet browsing capabilities):
 - Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - SSL-enabled web browser that supports HTML 5, JavaScript, and CSS3
 - Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software

Paper Copies of Communications. Upon your request we will provide you with a paper copy of a communication that we provide you electronically. If you would like a paper copy of any material (other than your debt cancellation agreement), please write to us at: Synchrony Bank, P.O. Box 965004, Orlando, FL 32896-5004 or call us at the phone number listed on the back of your credit card or on your billing statement. If you would like a copy of your debt cancellation agreement, please write to us at: Card Security, P.O. Box 39, Roswell, GA 30077-0039. There will be no charge for a paper copy of any material we have sent you electronically.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this consent, the Account agreement, the debt cancellation agreement (if elected) and any other electronic communication that is important to you for your records.

Electronic Signatures. You acknowledge that by clicking on the "Submit" or similar button, you are indicating your intent to sign up for electronic communications and that this shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

IMPORTANT TERMS FOR ELECTRONIC STATEMENTS

In addition to the above, if you have elected to receive electronic statements, the following information applies:

1. Statement Inserts. Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. If an insert contains legally required material, to ensure that you receive the necessary material, we may send you a paper copy of your statement in addition to making the statement available to you electronically. Any legally required insert that would not be available electronically will be sent to you by U.S. mail.

2. Payment Information. When you elect to stop paper statements, you must still pay at least your Minimum Payment and have it received by us by 5 p.m. (ET) on the Payment Due Date. You can do this through an electronic bill pay service (whether through this website or using a third party servicer or bank) or by mailing your payment to us at the address shown on the electronic statement. Please note, if you do not pay us electronically, the crediting of your payment may be delayed by up to five days after receipt.

3. Returned E-mails. If e-mails advising you of the availability of statements are returned to us, we may cancel your enrollment for electronic statements and resume sending you paper statements in the mail. If this happens, you will need to re-enroll to receive electronic statements with updated information.

4. SPAM Filters. We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications from us after enrolling for electronic statements, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.

5. Account Delinquency. We reserve the right, at any time and without notice, to stop providing you with electronic statements and provide you with paper statements, if your account is not maintained in good standing.

6. Cancellation. We reserve the right, at any time, to stop providing you electronic statements and provide you with paper statements. If we do so, we will provide you with prior notice, except in the case of account delinquency. Reasons for cancellation include, but are not limited to, not viewing your last three electronic statements.

Definitions used in this consent:

- "You" and "your" mean the primary applicant or accountholder;
- "We", "us" and "our" mean Synchrony Bank;
- "Account" means your AEO, Inc. Visa Card account or AEO, Inc. Credit Card account; and
- "Billing Statement" means the billing statement for your Account.

All other terms used in this consent shall have the meanings given to them in the Account agreement.

SECTIONS II AND III OF THE AEO, INC. VISA CARD ACCOUNT AGREEMENT

SECTION II: RATES, FEES AND PAYMENT INFORMATION AEO, INC. VISA CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
Your Interest Rate	<p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p>The following rates apply to purchases and cash advances. If approved, the Annual Percentage Rate (APRs) applicable to your account will be provided in a table at the beginning of your Agreement. Your APRs will also be shown on your billing statement.</p> <p>The APR for purchases is the prime rate plus 20.74%. As of January 1, 2016 the daily rate for purchases was .06642% (APR 24.24%).</p> <p>The APR for cash advances is the prime rate plus 23.74%. As of January 1, 2016 the daily rate for cash advances was .07464% (APR 27.24%).</p> <p>Daily Rates May Vary. The APRs and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rates and APRs will increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
When We Charge Interest	<p>Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none">• We will not charge you interest during a billing cycle on any purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the billing cycle; OR2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.• We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the previous billing cycle; OR2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. <p>Cash Advances. We charge interest on your cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on cash advances or their related fees.</p>
How We Calculate Interest	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none">1. How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. <p>We apply fees to balance types as follows:</p> <ol style="list-style-type: none">a. late payment fees are treated as new purchases;b. debt cancellation fees are added proportionately to each balance;c. cash advance fees are added to the cash advance balance; and

- d. foreign transaction fees are added to the purchase balance.
2. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies.
 3. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1.
 4. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle.
- We charge a minimum of \$1.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.

How Fees Work

Cash Advance Fee

We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM.

Foreign Transaction Fee

We will charge this fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency.

If you make a transaction with your account in a currency other than U.S. dollars, Visa U.S.A. Inc. ("Visa") will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Currently, Visa operating regulations provide that the currency conversion rate is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate that is in effect on the central processing date may differ from the rate in effect on the transaction date or the posting date, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency.

Late Payment Fee

We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:

1. \$25, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles.
OR
2. \$35, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.

The late payment fee will not be more than the total minimum payment that was due.

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. \$25, or \$35 (which includes any past due amounts) if you have failed to pay the total minimum payment due by the due date in any one or more of the prior six billing cycles.
OR
2. The sum of:
 - a. Any past due amounts; PLUS
 - b. 1% of your new balance shown on your billing statement (excluding any balance in connection with a special promotional purchase with a unique payment calculation); PLUS
 - c. Any late payment fees charged in the current billing cycle; PLUS
 - d. All interest charged in the current billing cycle; PLUS
 - e. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

SECTION III: STANDARD PROVISIONS AEO, INC. VISA CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". Synchrony Bank may be referred to as "we", "us" or "our".

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from AEO and Aerie locations, including on ae.com and aerie.com and from any merchant that accepts Visa credit cards. You may get cash advances as further explained below. You may not use your account to pay amounts you owe us on this accounts or any other account you have with us.

Cash Advances. We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash like items as cash advances. Cash like items include for example, money orders, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Transaction Limits. To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online at ae.com. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you gave us and AEO, Inc. information about yourself that we could share with each other. AEO, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

Consent To Communications. You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Synchrony Bank, P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-866-913-6765. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

Transactions Processed On The Visa Network. Transactions made using your credit card in an AE or Aerie store or at ae.com or aerie.com are processed by Synchrony Bank and are not processed on the Visa network. As a result, the transactions are not eligible for certain benefits that apply to transactions processed over the Visa network. For example, transactions in an AE or Aerie store or at ae.com or aerie.com do not count as eligible transactions for promotions that are sponsored by Visa, such as "Visa Extras". Your account is protected against unauthorized use as provided in this Agreement. In addition, Visa's Zero Liability policy applies to all transactions not made in an AE or Aerie store or on ae.com or aerie.com.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

• What claims are subject to arbitration

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or AEO, Inc. if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• No Class Actions

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• How to start an arbitration, and the arbitration process

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

- **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

- **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

SECTIONS II AND III OF THE AEO, INC. CREDIT CARD ACCOUNT AGREEMENT

SECTION II: RATES, FEES AND PAYMENT INFORMATION AEO, INC. CREDIT CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
Your Interest Rate	<p>The APR for purchases is the prime rate plus 21.74%. We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. As of January 1, 2016 the daily rate for purchases was .06916% (APR 25.24%). Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p>Daily Rates May Vary. The APRs and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rates and APRs will increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
When We Charge Interest	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> • We will not charge you interest during a billing cycle on any purchases if: <ol style="list-style-type: none"> 1. You had no balance at the start of the billing cycle; OR 2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. • We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if: <ol style="list-style-type: none"> 1. You had no balance at the start of the previous billing cycle; OR 2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.
How We Calculate Interest	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> 1. How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance. Late payment fees are treated as new purchases.

2. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies.
3. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1.
4. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle.

We charge a minimum of \$1.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.

How Fees Work

Late Payment Fee

We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:

1. \$25, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles.
OR
2. \$35, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.

The late payment fee will not be more than the total minimum payment that was due.

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. \$25, or \$35 (which includes any past due amounts) if you have failed to pay the total minimum payment due by the due date in any one or more of the prior six billing cycles.
OR
2. The sum of:
 - a. Any past due amounts; PLUS
 - b. 1% of your new balance shown on your billing statement (excluding any balance in connection with a special promotional purchase with a unique payment calculation); PLUS
 - c. Any late payment fees charged in the current billing cycle; PLUS
 - d. All interest charged in the current billing cycle; PLUS
 - e. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

SECTION III: STANDARD PROVISIONS AEO, INC. CREDIT CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". Synchrony Bank may be referred to as "we", "us" or "our".

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from AEO and Aerie locations, including on ae.com and aerie.com.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online at ae.com. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you gave us and AEO, Inc. information about yourself that we could share with each other. AEO, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

Consent To Communications. You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you

our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Synchrony Bank, P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-800-843-0875. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- **What claims are subject to arbitration**

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or AEO, Inc. if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

- **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does

not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

- **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

- **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

- **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

SECTION IV: OTHER IMPORTANT INFORMATION

AEO, INC. VISA CARD ACCOUNT AND AEO, INC. CREDIT CARD ACCOUNT AGREEMENT

STATE NOTICES

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

TENNESSEE RESIDENTS: This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

PUERTO RICO RESIDENTS: You may request a copy of this Agreement in Spanish.

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this Account represents your signature on this Agreement. It is incorporated herein by reference.

We have signed this Agreement as follows:

Margaret Keane
President and CEO
Synchrony Bank

YOUR BILLING RIGHTS SUMMARY

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:

Synchrony Bank
P.O. Box 965003
Orlando, FL 32896-5003

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:

Synchrony Bank
P.O. Box 965003
Orlando, FL 32896-5003

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.

AMERICAN EAGLE OUTFITTERS® (AEO) EXTRA SAVINGS PROGRAM TERMS

Definitions:

- "AEO, Inc. Credit Card Account" means an AEO, Inc. Credit Card account, AEO, Inc. Visa Card account, Aerie® Credit Card account or Aerie Visa Card account.
- "AEO, Inc. Visa Card Account" means an AEO, Inc. Visa Card account or Aerie Visa Card account.
- "AEO, Inc. U.S. Store" means any AEO or Aerie location in the United States.
- "AEO, Inc. Online Store" means www.ae.com® or www.aerie.com.
- "AEO, Inc. Store" means AEO, Inc. U.S. Stores and AEO, Inc. Online Stores.

By participating in the AEO, Inc. Extra Savings Program (the "Rewards Program"), you hereby agree to be bound by these reward terms. In order to receive the benefits of the Rewards Program, you must do three things:

1. **Make purchases with your AEO, Inc. Credit Card Account earning the necessary level of Extra Savings points.** The Rewards Program is automatically available for each AEO, Inc. Credit Card Account, if it is open, in good standing and not more than 2 payments past due at the time Extra Savings points are earned, at the time Extra Savings Passes are issued, and at the time Extra Savings Passes are redeemed. For every dollar in AEO, Inc. net purchases (merchandise purchased minus returns and adjustments) charged to your AEO, Inc. Credit Card Account at any AEO, Inc. Store, Online Stores, and/or by placing an order at 1-888-232-4535, you will earn Extra Savings points equal to 4% of such AEO, Inc. net purchase. In addition, for every dollar of net purchases made at other merchants and charged to your AEO, Inc. Visa Card Account you will earn Extra Savings points equal to 1% of such net purchase. Access checks, cash advances, finance charges and fees do not qualify for Extra Savings points. If you have more than one AEO, Inc. Credit Card Account, you will earn the Extra Savings points on the specific AEO, Inc. Credit Card Account you use to make the purchase and you cannot transfer or combine Extra Savings points between Accounts. At the end of a billing period, for every 10 Extra Savings points in your Extra Savings balance on your AEO, Inc. Credit Card Account, you will receive a \$10 Extra Savings Pass or for every 20 Extra Savings points in your Extra Savings balance on your AEO, Inc. Credit Card Account, you will receive a \$20 Extra Savings Pass. Each Extra Savings Pass will be issued in the highest denomination possible based on your Extra Savings balance. Any Extra Savings balance that remains after issuing all available Extra Savings Passes for that billing period will be applied toward an Extra Savings Pass in a future billing period. However, if your AEO, Inc. Credit Card Account becomes inactive, Extra Savings points earned, which have not been used toward the issuance of an Extra Savings Pass, will expire 24 months after the date of the last purchase on the Account.
2. **Receive an Extra Savings Pass.** Extra Savings Passes will be issued and mailed to your billing address approximately 4 weeks after your net Extra Savings balance equals the lowest required amount as stated above. You can review your Extra Savings points balance on your most recent billing statement, or by calling 1-866-913-6765.
3. **Present and redeem your Extra Savings Pass in accordance with the Rewards Program Terms.** An Extra Savings Pass is redeemable for \$10 off or \$20 off (depending on the value of the Pass) a purchase charged to your AEO, Inc. Credit Card Account only at any AEO, Inc. Store, Online Stores, or by placing an order at 1-

888-232-4535. Extra Savings Passes cannot be redeemed for cash or applied as payment for any AEO, Inc. Credit Card account. All purchases at AEO, Inc. Online Stores using an Extra Savings Pass at checkout will be processed in U.S. funds. To use an Extra Savings Pass, at time of purchase you must either: (1) present the Extra Savings Pass at an AEO, Inc. U.S. Store or (2) enter the AEO, Inc. Online Store code printed on the Pass in the shopping bag of the AEO, Inc. Online Store. For AEO, Inc. U.S. Store redemptions, if the value of a purchase is less than the value of the Extra Savings Pass being redeemed, the remaining balance will be forfeited. For AEO, Inc. Online Store redemptions, the purchase amount must be greater than the value of the Pass. Additional restrictions may apply as stated on the Extra Savings Pass. All returns of purchases made using an Extra Savings Pass are subject to AEO, Inc.'s return policies. If lost or stolen, Extra Savings Passes cannot be replaced. Extra Savings Passes are not "gift certificates" and are not intended for gift-giving purposes. Extra Savings Passes are not transferable, cannot be combined with other promotional offers, and cannot be used to purchase gift cards.

You acknowledge that the Extra Savings points have no value and that the Extra Savings points and any Extra Savings Passes issued under the Rewards Program are purely promotional and are provided without the payment of any consideration or other thing of value. Unless and until you present an Extra Savings Pass at an AEO, Inc. Store in accordance with these terms, no right, title, or interest in the Extra Savings points or the Extra Savings Pass has been earned. We reserve the right to remove any person from the Rewards Program in the event of any fraud or abuse in connection with this Rewards Program. We reserve the right to change or terminate this Rewards Program at any time and in any manner without notice. This Rewards Program is provided by American Eagle Outfitters and serviced by Synchrony Bank under the AEO, Inc. Credit Card Account Program.

PRIVACY POLICY

Rev. 1/16

FACTS	WHAT DOES SYNCHRONY BANK 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: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and payment history ▪ Credit history and credit scores
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 Synchrony Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Synchrony Bank 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 nonaffiliates to market to you	Yes	Yes*

To limit our sharing	<ul style="list-style-type: none"> Call 1-877-969-9027—our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	<p>Call 1-866-913-6765 for AEO, Inc. Visa Card Call 1-800-843-0875 for AEO, Inc. Credit Card</p>

Page 2

What we do	
How does Synchrony Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Synchrony Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> open an account or give us your contact information provide account information or pay your bills use your credit 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	Companies related by common ownership or control. They can be

	<p>financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.</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 the retailer named on your account and direct marketing companies.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance companies.</i>
Other important information	
<p>We follow state law if state law provides you with additional privacy protections. For instance, if (and while) your billing address is in Vermont, we will treat your account as if you had exercised the opt-out choice described above and you do not need to contact us to opt out. If you move from Vermont and you wish to restrict us from sharing information about you as provided in this notice, you must then contact us to exercise your opt-out choice.</p>	

*Please keep in mind that, as permitted by federal law, if you opt out of sharing with nonaffiliates, your opt-out will not prohibit us from sharing your information with American Eagle Outfitters, Inc. (and its affiliates) in connection with maintaining and servicing the AEO, Inc. Visa Card and AEO, Inc. Credit Card, including marketing of such programs.

The above notice applies only to consumer AEO, Inc. Visa Card and AEO, Inc. Credit Card Accounts with Synchrony Bank and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at <https://www.identitytheft.gov/> .

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