1/8/2017 Terms and Conditions

## Financial terms of your account

Interest Rates and Interest Charges			
Annual Percentage Rate (APR) for Purchases	25.24% This APR will vary with the market based on the Prime Rate.		
APR for Balance Transfers and Cash Advances	25.24%. This APR will vary with the market based on the Prime Rate.		
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.		
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00 per credit plan.		
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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .		

Fees				
Annual Fee	None			
Transaction Fees				
Balance Transfer	The greater of \$10 or 3% of the amount of the balance transfer.			
Cash Advance	The greater of \$10 or 3% of the amount of the cash advance, per cash advance.			
Convenience Check	The greater of <b>\$10</b> or <b>3%</b> of the amount of the convenience check, per convenience check.			
Foreign Transaction	3% of each transaction in U.S. dollars.			
Penalty Fees				
<ul> <li>Late Payment</li> </ul>	Up to <b>\$37.00</b>			
<ul> <li>Returned Payment</li> </ul>	Up to <b>\$25.00</b>			

How We Will Calculate Your Balance: We use a method called "daily balance." See your Account agreement for more details.

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

Comenity Bank 1-888-292-5707 (TDD/TTY 1-800-695-1788)

**New York Residents:** New York Residents may contact the New York state Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. New York Department of Financial Services 1 (800) 518-8866 or www.dfs.ny.gov.

**Rate Information:** The following chart provides details on your rate as of 01/08/2017. We divide the APR by 365 to determine the daily periodic rate.

	Add to Index	APR	Daily Periodic Rate
Purchase APR	21.74%	25.24%	0.06915%
Balance Transfers and Cash Advances APR	21.74%	25.24%	0.06915%

If this Agreement was provided to you at point of sale, see the Agreement sent with your new account welcome package for variable APR information in effect within 30 days of mailing.

We'll charge you a minimum interest charge of \$1.00 per credit plan for any billing period in which interest is due. For additional information, see Rates in Section D.

**Minimum Payment:** The Minimum Payment Due is the total of minimum payments for Regular Revolving and Promotional Credit Plan purchases plus any Past Due amounts. The total Minimum Payment Due on your account won't be less than \$30.00. If your Account balance is less than \$30.00, you must pay the amount indicated on your Statement in full. The Minimum Payment Due for each Regular Revolving and Cash Revolving Credit Plans will be:

- The greater of:
  - 1.0% of the New Balance, excluding any new Regular Revolving or Cash Revolving Credit Plan Interest Charges shown on the Statement; or
  - \$5.00.

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 Plus any new Regular Revolving or Cash Revolving Credit Plan Interest Charges shown on the Statement rounded up to the nearest \$1.00.

See Minimum Payment in Section C below for promotional credit plan minimum payment calculations.

The APR information described is accurate as of 01/08/2017. Due to a change in the index, this information may have changed. To find out more, call us at 1-888-292-5707 (TDD/TTY: 1-800-695-1788), or write us at Comenity Bank, PO Box 182273, Columbus, OH 43218-2273 or visit our website at comenity.net/anntaylormastercard.

## IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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. **California Residents:**If you are married, you may apply for a separate account. **New York Residents:** A consumer credit report may be ordered in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer-reporting agency that furnished the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Banking Department 1(800)518-8866. **Rhode Island and Vermont Residents:**A consumer credit report may be ordered in connection with the processing of an application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. **Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, Comenity Bank, unless the Bank, 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 Bank is incurred.

If you have been preapproved, see below for details of your offer.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See <u>PRESCREEN & OPT-OUT NOTICE</u> below for more information about prescreened offers.

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-567-8688; or write: Experian, PO Box 919, Allen, TX 75013; TransUnion, PO Box 505, Woodlyn, PA 19094; Equifax, PO Box 740123, Atlanta, GA 30374.

I am applying to Comenity Bank for, and hereby request, a Ann Taylor MasterCard® or LOVELOFT MasterCard® Credit Card account for personal, family or household use. I hereby authorize Comenity Bank to investigate my credit record. The information that I have supplied is true and correct. I acknowledge that I am a permanent resident of the United States. I agree that a credit report may be obtained for any lawful purpose, including in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Upon my request, I will be informed of whether or not a consumer credit report was ordered, and if it was, I will be given the name and address of the consumer-reporting agency that furnished the report. I agree to be bound by the terms of the Credit Card Account Agreement. I acknowledge that I will receive a Credit Card Account Agreement upon approval. I also acknowledge that there is no agreement between Comenity Bank and me until Comenity Bank approves my credit application and accepts the Credit Card Account Agreement at its office in Delaware and that the Credit Card Account Agreement is deemed to be made in Delaware. Card are issued and credit is extended by Comenity Bank, Wilmington, Delaware.

## **PLEASE NOTE:**

## BY SUBMITTING THIS CREDIT APPLICATION, YOU ARE AGREEING TO THE FOLLOWING WITH RESPECT TO CERTAIN CONSUMER INFORMATION ABOUT YOU.

You hereby authorize Comenity Bank ("us" or "we") to furnish our decision to issue an account to you to Ann Taylor or LOFT. You hereby authorize us to furnish, if your application is approved, information concerning your account to credit bureaus, other creditors and Ann Taylor or LOFT.

Check your information before submitting. We cannot process any submission without a complete and accurate name, address, date of birth and social security number. By submitting this Application you are acknowledging having read and understood the Important Rate, Fee and Other Cost Information and, if approved, agreeing to be bound by them.