



61323

SYMS CONSUMER APPLICATION - Y1 SYM

Please read the following before completing this form. (1) Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources disclosed herein investigating the information given. (2) Please read the attached agreement and sign below before submitting your Application. (3) Federal law requires us to obtain, verify, and record information that identifies you when you open an account. We will use your name, address, date of birth, and other information for this purpose.

APPLICATION MUST BE SIGNED.

Please print in CAPITAL LETTERS and avoid contact with the lines: S M I T H

APPLICANT

First Name _____ M. Initial _____ Last Name _____ Do You: Own Parents/Relative
 (One) Rent Other

Mailing Address _____ APT # _____

City _____ State _____ Zip _____ Social Security Number _____

If the above address is a PO Box, you must provide a street address for yourself or a contact person

City _____ State _____ Zip _____ Home Phone _____
 Birth Date _____ / _____ / _____
 Month Day Year

Your Employer _____ How Long (Yrs.) _____ Total Annual Income* \$ _____ Business Phone _____

E-Mail Address By providing my E-mail address, I consent to receive E-mail communications about my Account and authorize you to provide my E-mail address to SYMS so I can receive special offers and updates. Nearest Relative Not Living With You: _____ *NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless relied upon for credit.

Name _____ Address _____ City _____ State _____ Zip _____ Home Phone _____
For WI residents, if you are applying for individual credit or joint credit with someone who is not your spouse, combine your and your spouse's financial information on this application form.

JOINT APPLICANT

First Name _____ M. Initial _____ Last Name _____ Relationship to Applicant Spouse Other

Mailing Address _____ APT # _____

City _____ State _____ Zip _____ Social Security Number _____

Home Phone _____ Birth Date _____ / _____ / _____
 Month Day Year

Your Employer _____ How Long (Yrs.) _____ Total Annual Income* \$ _____ Business Phone _____

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APPLICANT/JOINT APPLICANT SIGNATURES


By signing this application, I ask that GE Capital Consumer Card Co. ("you") issue me a SYMS Consumer Credit Card. I am providing this information to you, and to dealers that accept the SYMS Consumer Credit Card. I also authorize and direct you to furnish information about me (including whether this application is approved or declined) and, if it is approved, information about my Account to dealers that accept the SYMS Consumer Credit Card (and their respective affiliates) for use in connection with the SYMS Consumer Credit Card program, including to create and update their customer records for me, to assist them in better serving me, and to provide me with notices of special promotions, catalogs and tailored offerings. I affirm that the information I have submitted is complete and truthful and that my Account will be used only for personal, family and household purposes. I authorize you to make inquiries you consider necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating my application, and subsequently, for purposes of reviewing, maintaining or collecting my account. Upon my request, you will advise me of the name and address of each consumer reporting agency from which you obtained a report. I also understand that the SYMS Consumer Credit Card agreement (the "Agreement") attached to this application will govern my Account, the terms of which are hereby incorporated by reference into and made a part of this application, and that these TERMS INCLUDE AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT MY RIGHTS. My signature on this application represents my signature on the Agreement. I acknowledge that under the Agreement, I grant you a security interest in goods purchased on the Account, as permitted by law. I understand that there is no agreement between us until you approve my application, and that if approved, our Agreement will be deemed to have been made in Ohio. I understand that I may apply for my own Account regardless of my marital status. After credit approval and subject to the governing credit agreement, each Applicant may use this Account and will each be liable for all credit extended under this Account to any Applicant or Authorized User.

Federal law requires the creditor to obtain, verify, and record information that identifies me/us when I/we open an account. The creditor will use my/our name, address, and other information for this purpose.

X _____ X _____
Applicant Signature Date Joint Applicant Signature Date

THIS SECTION MUST BE COMPLETED BY THE RETAILER

Applicant's ID (Type and Number) _____ Expires _____ Joint Applicant's ID (Type and Number) _____ Expires _____

Name of Employee Obtaining Verification _____ Date _____ Store Fax # _____ 

Account # _____ Store Phone # _____

Store # 534812

Contact Name _____ 60355-002-0342 (8/04) SYM

To find out about changes in the terms of the attached agreement, write to us at GECCCC, P.O. Box 6160, Rapid City, SD 57709-6160

61323



**THE KEY CREDIT TERMS OF THE SYMS
CREDIT CARD ARE AS FOLLOWS:**

Annual Percentage Rate for Purchases

18.10% (variable)

Delinquency Rate *

22.10% (variable)

Variable Rate Information

The Annual Percentage Rate ("APR") may vary. The APR will equal the prime rate plus 11.10%, but in no event less than 18.10%. The Delinquency APR will equal the prime rate plus 15.10%, but in no event less than 22.10%. The "prime rate" is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the 15th day (or the next business day if the 15th is not a business day) of the calendar month and applies to billing periods beginning after such day.

Grace Period for Repayment of the Balance for Purchases

25 days if no previous balance and full payment is made; otherwise none.

Method of Computing the Balance for Purchases

Two Cycle Average Daily Balance (Including New Purchases)

Minimum Finance Charge

\$1.00

Late Payment Fees: \$25

Overlimit Fee: \$25

Returned Check Fee: \$25

* The Delinquency Rate will apply if you do not make your required Minimum Payment within 1 month after the Payment Due Date. Once in effect, if you make any required Minimum Payment by the payment Due Date in twelve consecutive billing periods, the rate will return to the variable rate applicable to your Account before the Delinquency Rate.

The information about the costs of the Card described above is accurate as of 7/16/04. This information may have changed after that date. To find out what may have changed, write us at P.O. Box 6150 Rapid City, SD 57709-6150. The terms of the agreement may be changed by us as provided in the agreement.

NOTICE TO MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under Sec. 766.59 Wis. Statutes, or a court decree under Sec. 766.70 Wis. Statutes, adversely affects the interest of the creditor unless the creditor, prior to the time the 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. If you are married, you acknowledge that this account is being opened in the interest of your marriage or family. If you are applying for individual credit or joint credit with someone who is not your spouse, combine your and your spouse's financial information on the application form. If your spouse also is a Wisconsin resident, we are required by law to obtain the name and address of your spouse.

INITIAL DISCLOSURE STATEMENT

The following is an initial disclosure statement. If you are approved for a Syms Corp. ("Syms") credit card, a complete credit card agreement ("Agreement") governing your Syms credit card account ("Account") will be sent to you along with your credit card. The Syms credit card is issued by GE Capital Consumer Card Co. ("Bank"). In this disclosure statement, "we", "us", and "our" means the Bank; "you" and "your" means all persons who we approve to use the Account; and "Card" means your Syms credit card.

PERIODIC FINANCE CHARGES.

- A.** The total periodic Finance Charge imposed in a billing period ("Current Billing Period") is total of (i) the daily periodic Finance Charges in the Current Billing Period, plus (ii) the total of the periodic Finance Charges in the previous billing period ("Previous Billing Period"). However, there will be no periodic Finance Charges imposed in the Current Billing Period (including new Purchases in the Previous Billing Period) if for each billing period you pay your New Balance including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period. In addition, there will be no periodic Finance Charges imposed in the Current Billing Period on any new Purchases in the Previous Billing Period if daily Finance Charges were imposed on those new Purchases in the Previous Billing Period.
- B.** The periodic Finance Charge imposed in the Current Billing Period is determined by multiplying the Periodic Rate for the Current Billing Period times the Daily Balances in the Current Billing Period to determine the daily periodic Finance Charges, and adding together those daily periodic Finance Charges for each day in the Current Billing Period. The periodic Finance Charge imposed in the Current Billing Period on new Purchases for the Previous Billing Period is determined by multiplying the Periodic Rate for the Current Billing Period times the Daily Balances in the Previous Billing Period to determine the daily periodic Finance Charges, and adding together those daily periodic Finance Charges for each day in the Previous Billing Period. However, there is a minimum periodic **FINANCE CHARGE** of \$1 for a billing period in which a periodic Finance Charge is assessed.
- C.** The periodic Finance Charges will be determined separately for charges incurred under any Special Payment Plan in accordance with the terms established for such Special Payment Plan. *You understand and acknowledge that this Account provides for the daily compounding of periodic Finance Charges.*

PERIODIC RATES

- A.** The Periodic Rate for your Account is the Standard Rate. The Standard Rate for a billing period is the greater of (i) the Prime Rate plus 11.10%, divided by the number of days in the year, or (ii) **.04958% (ANNUAL PERCENTAGE RATE 18.10%)**. The Standard Rate shall not exceed **.06780% (ANNUAL PERCENTAGE RATE 24.75%)**. The "Prime Rate" for a billing period is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the Calculation Day preceding the first day of the billing period. The "Calculation Day" is the 15th day (or the next business day if the 15th is not a business day) of each calendar month. As of July 16, 2004, the Standard Rate was **.04958% (ANNUAL PERCENTAGE RATE 18.10%)**.
- B.** If you do not make your required Minimum Payment within 1 month after the Payment Due Date, the Delinquency Rate will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period that begins after the Payment Due Date. The Delinquency Rate is the greater of (i) the Prime Rate plus 15.10%, divided by the number of days in the year, or (ii) **.06054% (ANNUAL PERCENTAGE RATE 22.10%)**. The Delinquency Rate shall not exceed **.06780% (ANNUAL PERCENTAGE RATE 24.75%)**. As of July 16, 2004, the Delinquency Rate was **.06054% (ANNUAL PERCENTAGE RATE 22.10%)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate), which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

C. Whether the Standard Rate or the Delinquency Rate applies, the Periodic Rate and corresponding Annual Percentage Rate may vary. If the Prime Rate increases, the Periodic Rate and corresponding Annual Percentage Rate may increase, and as a result the Periodic Finance Charge, Minimum Payment and number of payments also may increase. Any change in the Standard Rate or Delinquency Rate will apply to your entire Account balance. We may select a new interest rate index if the Prime Rate is not available.

BALANCE SUBJECT TO PERIODIC FINANCE CHARGES.

A. To calculate the Daily Balance in the Current Billing Period, we take the beginning Daily Balance in your Account each day in the Current Billing Period, add any new Purchases, fees, debt cancellation fees, or credit insurance premiums assessed that day. We also add other debits assessed that day, and subtract any payments or credits issued on that day. We then multiply this Daily Balance by the Periodic Rate for the Current Billing Period and add the daily periodic Finance Charge to the ending Daily Balance to determine the beginning Daily Balance for the next day.

B. To calculate the Daily Balance in the Previous Billing Period, we take the beginning Daily Balance in your Account each day in the Previous Billing Period, and add any new Purchases that day. We also add other debits assessed that day, and subtract any payments or credits issued on that day. We then multiply this Daily Balance by the Periodic Rate for the Current Billing Period and add the daily periodic Finance Charge to the ending Daily Balance to determine the beginning Daily Balance for the next day.

C. Any Daily Balance of less than zero will be treated as zero. Purchases are included in the Daily Balance of your Account as of the transaction date or, at our option, as of the date the transaction is posted to your Account.

WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE. Purchases begin to accrue periodic Finance Charges from the day the charge is included in the Daily Balance of the Account and continue to accrue finance charges until the charge is paid in full. However, you can avoid periodic Finance Charges on new Purchases in the Current Billing Period if for each billing period you pay your New Balance including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period.

PAYMENTS. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will be (i) the greater of (a) \$10 or (b) 5% of your New Balance minus any balance attributable to any Special Payment Plan that involves delayed or special payments, rounded to the next highest dollar, plus (ii) any past due amounts. However, the Minimum Payment is the New Balance if the New Balance is less than \$10. You must pay any past due amounts as part of your Minimum Payment. Except with respect solely to the determination of the extent of our purchase money security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payment and credits are allocated to your Account in our sole discretion. Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of Finance Charges on your Account. If you have any questions about the allocation of your payment or would prefer to choose a different payment allocation option we offer, please call customer service at 1-800-250-5411.

FEES. You agree to pay the following fees.

A. A Late Payment Fee, if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance at the end of the billing period ending after the Payment Due Date. The Late Payment Fee will be \$25.

B. A Returned Check Fee of \$25 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

C. An Over Limit Fee of \$25 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

SECURITY INTEREST. Except in CT, GA (on purchases of clothing, softwares, and other non-durable items), MO (on any merchandise under \$150), NC, NY (on any merchandise under \$200), and PR, you grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full (in NY, not to exceed five years from the date the merchandise is posted to your Account). Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, and subject to the requirements of applicable law, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). Additionally, if you made a Purchase pursuant to a credit promotion involving the avoidance of Finance Charges and that Purchase is included on Statements during the promotional period, we also will allocate to such promotional Purchase the same payments referred to in the immediately

preceding sentence if those payments are received during the period starting with the initial billing of the promotional Purchase until the expiration of the promotional period. For purposes of determining the amount owing on your Account, payments will be credited only once at the time of payment to the then-outstanding balance of your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof).

CHANGE IN TERMS. We may, at any time and subject to applicable law, change, add or delete provisions of the Agreement ("Terms Change") or terminate your Account. Unless prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account.

ARBITRATION. The Agreement contains an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate as a representative or member of a class action. You have a right to reject the arbitration provision, by following the instructions in the arbitration provision. If you reject arbitration, it will have no effect on any other terms of the Agreement.

Privacy Policy for Syms

This Privacy Policy describes our information collection and sharing practices. Please read it carefully. The Policy applies to applicants and accountholders on consumer Syms Corp ("Syms") Accounts, with GE Capital Consumer Card Co. ("GECCCC," "We" or "Us").

Information We Collect – We collect personally identifiable information about you (such as your address, phone number, social security number, mother's maiden name and transaction information about items purchased, payments and payment method), for identification, account management, servicing and marketing purposes. We obtain information about you directly from you (such as on application forms), through your use of our products and services, and in some cases, from third parties (such as credit bureaus and demographic firms). Occasionally, we may also collect information about you online using "cookies" (small pieces of data stored by your Internet browser on your computer) or other technology that may be used to remember passwords for you, to track your website usage with us, and to provide you with customized content, among other things.

Information We Share with Others – We may use and share all of the information we collect, to the extent permitted by law, with the following types of third parties: (these examples are not intended to be all-inclusive):

- **The Retailer Associated With the Account and its Affiliates**, for use in connection with the Program and as otherwise permitted by law. They may use this information to update their records, to provide you with notices of special promotions and other tailored offerings, to answer questions about your application or Account and perform other Program functions or for other purposes permitted by law. They may use their affiliates, licensees, or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers**, (including our affiliates) to assist us in evaluating applications, and servicing Accounts, like preparing billing statements and promotional materials, and responding to customer inquiries. We also may use marketing firms, such as modeling companies, to assist us in our own marketing efforts.
- **Financial Institutions with Whom We Jointly Offer Financial Products**, such as loan products or credit insurance. If your billing address is in Vermont, this information will be limited to your name and contact information, and transaction and experience information.
- **Our Affiliates, who are other companies in the General Electric Company corporate family ("GE Family")**, for servicing or marketing purposes, subject to your right to opt out of sharing of credit eligibility information, such as certain information from credit bureaus and your application, as provided in the *It's Your Choice* section below. And, subject to your right to opt out, our affiliates also may use information from us concerning your credit eligibility, and your transactions and experience with us, to send you marketing solicitations about products and services.
- **Third Parties, who are interested in offering special products or services to you**, subject to your right to opt out as provided in the *It's Your Choice* section below. For example, we disclose information, either directly or through Retailer, to financial services providers offering products such as insurance, mortgages or loans, and nonfinancial companies offering consumer products and services. We may disclose name, address and telephone numbers, as well as Account purchase and performance history.

- **Others:** We report Account information, such as credit limit, balances and payment information, to credit bureaus. In addition, we may buy and sell assets, lines of business and/or Accounts. When this occurs, customer information generally is disclosed to bidders and is one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

It's Your Choice – You have the right to opt out of our sharing of information with certain third parties, as described below. If you have previously informed us of your preference, you do not need to do so again. To opt out please complete the attached form, sign it, and return it to us at P.O. Box 6160, Rapid City, SD 57709-6160 or call us toll-free at 1-877-283-8389 if you would like to request the following:

- Please do not share information about me with companies outside the GE Family, other than with the Retailer (if any) and its affiliates for use in connection with the Program and as otherwise permitted by law.
- Please do not share information you use to determine my eligibility for credit with companies within the GE Family.
- Please do not allow companies within the GE Family to solicit me for products and services based on transaction, experience or credit eligibility information they receive from you.

Signature

Social Security Number

Print Your Name

Address, City, State, Zip

Account Number(s) (if available)

Important Notes About Your Choice

- Please understand that, even if you opt out as described above, we will continue to share information with the Retailer, if any, associated with the Account, joint marketing partners and service providers as described in this policy, and as otherwise permitted by law. And we may continue to share information that identifies you, and information about your transactions and experiences with us, with companies within the GE Family.
- If you have a joint account, a request by one party will apply to all parties on the account.
- We will process your request promptly. However, it may take us several weeks to ensure that all records are updated with your preference. In the interim, you may continue to be included in programs as described above. Also, after your request is processed, you may still be contacted by our affiliates and/or other companies based on their own information.
- Even if you opt out, we will continue to provide you with billing inserts and mail notices of special offers and new benefits.
- **Vermont Residents:** If your billing address is in Vermont, we will code your Account as if you had exercised only the first opt-out choice described above and you do not need to contact us in order to exercise the first opt out choice.

Our Security Procedures –We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard nonpublic personal information about you. We limit access to personal and Account information to those employees and agents who assist us in providing products and services to you. We also require third parties to whom we disclose nonpublic personal information to adhere to this Privacy Policy and to establish information security procedures.

Your Access to Information - We provide you access to information about your Account by sending you monthly billing statements outlining your transactions, finance charges, and other Account information, and we provide customer service representatives to answer your questions.

How This Policy Applies to You - The examples contained in this Privacy Policy are illustrations only, and are not intended to be all-inclusive. If you decide to close your Account or become an inactive customer, or if we close or suspend your Account, we will continue to adhere to the privacy policies and practices described in this notice to the extent we retain information about you. We may amend this Privacy Policy at any time, and we will inform you of changes as required by law. You may have other privacy protections under state laws and we will comply with applicable state laws when we disclose information about you. This Privacy Policy applies only to consumer Accounts of GECCCC for the Programs listed above and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices in connection with the Programs listed above.

Notice: The following is important information regarding your right to dispute billing errors.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your Statement under billing inquiries. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.