



Associate Instructions: Please date and fill in ALL spaces from the information available on screen when the auto payment was setup and give all three pages to your customer.

Today's Date: _____

Subject to the Automated Scheduled Payments Electronic Records Disclosure and Consent Agreement and Automated Scheduled Payment Agreement below, I authorize Daniels Jewelers to charge my debit card ending in (enter last 4 digits of debit card) _____ on the (enter payment day) _____ of the month for the payment of my Daniels account ending in (enter last 4 digits of Daniel's Account number) _____ for the amount of (enter payment amount) _____. Payment shall begin on (enter payment start date) _____ and will continue until my account is paid in full, I authorize a change in the amount, or I request that automated payments be stopped. I understand I can contact Daniel's Jewelers at (310) 665-2170 for an additional copy of the terms and conditions regarding automated scheduled payments or to alter or cancel automated scheduled payments.

Automated Scheduled Payments Electronic Records Disclosure and Consent Agreement

Please read this Electronic Records Disclosure and Consent Agreement ("Agreement") carefully and download or print a copy for your records. You must accept this agreement per the instructions provided in order to continue enrollment of your account for Automated Scheduled Payments.

In this Agreement, the words "we," "us," "our" and "the Creditor" mean Daniel's Jewelers.

Electronic Application and Related Disclosures. Federal laws and regulations, including the federal Truth-in-Lending Act, Consumer Financial Protection Bureau and Regulation Z, require us to give you certain important disclosures when you enroll or update your account for Automated Scheduled Payments. With your consent, we will give you these disclosures electronically.

Requesting Paper Copy of Disclosures. You may not enroll or update your account for Automated Scheduled Payments without a means to receive text or email notices regarding Automated Scheduled Payments. However, at your request, we will provide a copy of the most recent disclosure in paper-based media after you enroll or update your account for Automated Scheduled Payments. If you want to receive a paper copy of any disclosure, you must request it each time you enroll or update your enrollment. To request a paper copy of the disclosure, contact us by telephone at 310-665-2170 or by email at customer_accounts@danielsjewelers.com. We will not charge you any fees for providing a paper copy.

Your Consent is Required. You must consent to receiving disclosures electronically in order enroll or update your account for Automated Scheduled Payments. Your consent here will only apply to Automated Scheduled Payments and you will not be consenting to receiving other electronic records or disclosures with this consent.

If you do not want to receive Automated Scheduled Payments disclosures electronically, do not accept this agreement per the instructions provided and your account will NOT be enrolled for Automated Scheduled Payments.

System Requirements to Enroll or Update Your Account for Automated Scheduled Payments. To enroll or update your account for Automated Scheduled Payments electronically and to receive an electronic copy of any disclosures for Automated Scheduled Payments, you must have the following:

- a personal computer or other access device which is capable of accessing the Internet (e.g., you must have a modem, cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider), and which can receive HTML files;
- an Internet web browser which is capable of supporting 128-bit SSL encrypted communications

Your access to this page verifies that your system, browser and encryption software meet these requirements.

System Requirements to Retain the Disclosures for Automated Scheduled Payments. To retain the disclosures for Automated Monthly Scheduled Payments, your system must have the ability to either download (to your hard disk drive or other storage device) or print both web pages (screens) as well as embedded HTML files.

Updating Your Information. You should keep us informed of any change in your telephone number or your mailing address. You may contact us to tell us about these changes by telephone at 310-665-2170 or by e-mail at customer_accounts@danielsjewelers.com.

Acceptance of Agreement and Consent to Receive Automated Scheduled Payments Electronic Disclosures. Completing the Daniel's Jewelers Automated Monthly Scheduled Payments process constitutes your written signature and approval of, and agreement to be bound by, the terms of this Agreement. If you do not complete the Daniel's Jewelers Automated Monthly Scheduled Payments process, you will not be enrolled in Automated Scheduled Payments.

By completing the Daniel's Jewelers Automated Monthly Scheduled Payments process, you hereby confirm that the Internet access device(s) you will use to enroll or update your account for Automated Scheduled Payments and to receive the disclosures for Automated Scheduled Payments meet(s) the system requirements described above and consent to receiving Automated Scheduled Payments disclosures electronically.

(Automated Scheduled Payments Esign (2018-04-16 V1.2))

AUTOMATED SCHEDULED PAYMENT AGREEMENT

Authorization for Automated Scheduled Monthly Payments. If you elect to make optional automated payments, then in accordance with the terms of this Automated Scheduled Payment Agreement and in accordance with your instructions to us, you will voluntarily authorize us (which includes, for the purposes of this Payment Authorization, our agents, service providers, and successors or assigns) to seek payment for the scheduled monthly payment amount you authorize on each such Payment Due Date (or such modified amounts we may later agree to) by initiating a charge to the debit card you provide to us (your "Debit Card") (each charge, a "Charge"). Only debit cards can be registered and used, i.e. no credit cards. You certify that you are an authorized user of the Debit Card you provide us. You authorize us to verify all of the information you provide, including past and/or current information.

- a. The scheduled monthly payment for the current billing cycle, less any amounts already paid and applied to that amount, will be charged to your Debit Card once during each billing cycle until your account is paid in full, authorization for scheduled payments is withdrawn by you or the prior month's scheduled monthly payment could not be charged due to a rejected transaction, in which case automated scheduled payments will no longer be made until updated payment information is provided by you.
- b. When you first register for an automated monthly scheduled payment, it must be at least two days before the Payment Due Date on your account or the first scheduled payment to be automatically charged may be for the next billing cycle and, if a payment is due, you must make a separate, one-time payment for the current billing cycle.
- c. If the payment day of the month that you select or agree to is the 29th, 30th or 31st and does not occur in the calendar month when the charge is to be made, the payment date for that month will be changed to the first of the following month.
- d. Every effort will be made to charge the agreed amount on the payment date that you select or agree to. However, if this date falls on a weekend or holiday, we may charge your Debit Card on the next business day. This may result in additional finance charges and customer insurance premiums being charged for the additional days a) after the payment date that you selected or agreed to until b) the charge actually occurs.
- e. If the account is currently due for more than the agreed payment amount, we will still only debit for the scheduled payment amount and the account may remain past due with late charges and additional finance charges and customer insurance premiums being charged. You will need to make an additional, one-time payment to bring your account current.
- f. No more than the scheduled payment amount or the total account balance, whichever is lower, will be charged. At the time any amount is to be charged, we will charge the scheduled payment amount less amounts already paid in the billing cycle, meaning we could charge less than the amount you authorized if a separate payment, not including account credit or merchandise returns, was applied to your account during the current billing cycle *OR* if there was no amount due on your account in the current billing cycle at the time automated scheduled payments were setup (in this case no charge will be made during the current billing cycle, but will be made in the following billing cycle).
- g. We will attempt to send a courtesy notice of any charge to be made by text or emailed 5 days prior to the scheduled due date of your account, other than for the first scheduled payment if there are less than 5 days left prior to the scheduled due date on your account, in which case we may not send a notice.
- h. If (i) you pay your account in full and re-open it, or otherwise establish a new account balance, (ii) your billing cycle changes or (iii) the amount of your scheduled monthly payment changes, we will attempt to restart or update autopayment arrangements for your account, provided your Debit Card information remains on file and

is current. We will attempt to send you an email or text of any restarted or updated autopayment arrangements. If a scheduled payment cannot be charged for any reason, we will notify as provided in this Agreement.

Authorization to Correct Errors and Initiate Payments upon Your Request. In the event we make an error in processing a Charge, you authorize us to initiate a Credit or Charge to the Debit Card to correct the error. You also authorize us to charge the Debit Card for any amount and on any date that you subsequently confirm by written notice, text message, or email.

Authorization to Vary Amounts and/or Number of Payments. If the scheduled monthly payment for the current billing cycle varies from the prior billing cycle, the updated amount will be shown on your monthly billing statement and we will attempt to notify you by email or text of the updated amount before the updated amount is charged to your Debit Card. However, we may not provide such text or email notice if the payment we seek is less than the amount you authorized for any reason, including due to a partial return or credit that may have reduced the amount that is due, or such payment would pay the account in full.

Reinitiating Payments; Financial Institution Imposed Fees. A notice by email or text will be sent on any rejected charge and the charge will be automatically tried again within 72 hours, unless you notify us by phone at (800) 819-8000 and request that we do not retry the charge. If your payment is returned unpaid, you also authorize us to make an additional, one-time charge to your Debit Card to collect a returned payment fee of \$10.00 in Arizona; \$15.00 in California; \$25.00 in Florida and Nevada; \$30.00 in Georgia and Texas; and \$0.00 in New Mexico.

You understand that your financial institution may also charge you a returned payment fee. We are not responsible for any fees you incur from your financial institution in connection with returned payments.

IN THE EVENT THAT YOU BECOME AWARE THAT YOU DO NOT HAVE SUFFICIENT FUNDS TO COVER A PAYMENT AUTHORIZED IN THIS PAYMENT AUTHORIZATION, PLEASE CALL US AS SOON AS POSSIBLE AT (800) 819-8000 SO THAT WE CAN TRY TO MAKE ALTERNATIVE ARRANGEMENTS WITH RESPECT TO THAT PAYMENT.

YOU MAY REVOKE THIS PAYMENT AUTHORIZATION BY ACCESSING YOUR ACCOUNT ON-LINE AT [HTTPS://PAYMENTS.DANIELSJEWELERS.COM](https://payments.danielsjewelers.com), WRITING TO US AT DANIEL'S JEWELERS P.O. Box 3750, Culver City, CA, 90231-3750 Attn: Customer Accounts or faxing to (310) 665 2171. We will honor your termination or modification request so long as you make this request at least three business days before the scheduled payment or far enough in advance for us to reasonably act on it. SHOULD YOU REVOKE THIS PAYMENT AUTHORIZATION, YOU WILL STILL BE RESPONSIBLE FOR MAKING ANY PAYMENTS THAT COME DUE.

Automated Scheduled Payment Agreement (08/20/2021 V1.4)