

TIFFANY SELECT FINANCING

Tiffany Select Financing promotional rates may be offered to Tiffany & Co. credit card account holders for certain qualified purchases. See the Tiffany Retail Installment Credit Agreement and below for important information about rates, fees and other cost information before applying for these special rates.

For Purchases Subject to our 24-Month 7.99% Interest Promotional Payment Plan

A minimum downpayment may be required on the date of purchase. Thereafter, the remaining principal balance plus applicable interest at the promotional rate shall be paid in 24 consecutive equal monthly installments in the amount specified on your monthly account statements.

Interest Rates and Interest Charges	
	<p>7.99% promotional rate for 24 months</p> <p>After that, your APR will vary between 8% to 21%, depending on your state of residence. Please see the state-specific interest rates in the State Interest Rates and Charges Table in your Retail Installment Credit Agreement for the rate applicable to your state. Your regular rate is also provided on your monthly account statements.</p>
	<p>You will no longer qualify for the promotional interest rate and your regular interest rate of 8% to 21%, depending on your state of residence, will apply to all future purchases if you:</p> <ol style="list-style-type: none">1) Make a late payment or fail to pay at least the Minimum Payment Due on or before the due date;2) Fail to pay the entire outstanding balance after 24 months; or3) Make a payment that is returned. <p>Any change in APR will take effect on the first day of the next billing period.</p>
	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month</p>
	<p>If you are charged interest, the charge will be no less than \$0.50, subject to variations based on your state of residence. See the State Interest Rates and Charges Table in your Retail Installment Credit Agreement for more details.</p>
	<p>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</p> <p>http://www.consumerfinance.gov/learnmore</p>

For Purchases Subject to our 12-Month 0% Interest Promotional Payment Plan

A minimum downpayment may be required on the date of purchase. Thereafter, the remaining principal balance plus applicable interest at the promotional rate shall be paid in 12 consecutive equal monthly installments in the amount specified on your monthly account statements.

Interest Rates and Interest Charges	
Annual Percentage Rates (APR) for Purchases -	<p>0.0% promotional rate for 12 months</p> <p>After that, your APR will vary between 8% to 21%, depending on your state of residence. Please see the state-specific interest rates in the State Interest Rates and Charges Table in your Retail Installment Credit Agreement for the rate applicable to your state. Your regular rate is also provided on your monthly account statements</p>
Revocation of Promotional APR and When It Applies	<p>You will no longer qualify for the promotional interest rate and your regular interest rate of 8% to 21%, depending on your state of residence, will apply to all future purchases if you:</p> <ol style="list-style-type: none">1) Make a late payment or fail to pay at least the Minimum Payment Due on or before the due date;2) Fail to pay the entire outstanding balance after 12 months; or3) Make a payment that is returned. <p>Any change in APR will take effect on the first day of the next billing period.</p>
How to Avoid Paying Interest on Purchases	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month</p>
Minimum Interest Charge	<p>If you are charged interest, the charge will be no less than \$0.50, subject to variations based on your state of residence. See the State Interest Rates and Charges Table in your Retail Installment Credit Agreement for more details.</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>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</p>

RETAIL INSTALLMENT CREDIT AGREEMENT
(RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT SALE AGREEMENT/ RETAIL
INSTALLMENT OBLIGATION)

In this Retail Installment Credit Agreement (the “Agreement”), the words “you” and “your” refer to any person who signs this Agreement, has requested and is issued a Tiffany & Co. credit card, or is authorized to use this Tiffany & Co. credit card account (“Account”); “we”, “us”, “our”, and “Tiffany” refer to Tiffany and Company U.S. Sales, LLC, a Delaware limited liability company, with an address at Fifth Avenue and 57th Street, New York, NY 10022, and any person or entity to whom this Account may be assigned. This Agreement explains the terms that you agree to follow for your Account.

1. PROMISE TO PAY/WHEN AGREEMENT IS EFFECTIVE

By signing and submitting an application for this Account (an “Application”), you acknowledge that you have received and read this Agreement, and that you will be agreeing to the terms hereof. Therefore, before you submit the Application to us, you should read this entire Agreement, which includes the cost-of-credit disclosures and other disclosures required by federal law.

You agree to be bound by the terms of this Agreement. You further agree to pay us for all amounts you owe to us according to the terms of this Agreement, including for charges incurred by anyone you allow to use your Account. Any information you provide on the Application that identifies you will be incorporated into this Agreement by reference.

You may use your Account to make purchases of goods and services and Tiffany & Co. stores and online at Tiffany.com. You agree that we may establish a credit limit for your Account and we may change the credit limit at any time for any reason not prohibited by law, including, but not limited to, you pattern of payments to us or your purchasing behavior. You agree to prevent your Account balance from exceeding the applicable credit limit.

This Agreement will not be effective until we approve your Application, and then after that, only if you or someone authorized by you signs a sales slip or otherwise charges a purchase to this Account. Your signature on your Application or solicitation for this Account, including without limitation any electronic or digital signature, as well as your signature on sales slips or any Account related document, represents your signature on this Agreement. If you open your Account in a Tiffany & Co. store, you acknowledge receipt of this disclosure and a copy of this Agreement before your first purchase using the Account.

2. COST OF CREDIT

(a) As required by applicable law, the following chart sets forth some of the terms of the Account:

Annual Percentage Rates (APR) for Purchases	8% - 21% The APR varies by state; please see the “State Specific Interest Rates and Interest Charges” table set forth in Section 19 of this Agreement.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50, subject to variations based on your state of residence. See the State Interest Rates and Charges Table for more details.

For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	None
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$15.00. This fee will vary by state; please see the State Interest Rates and Charges Table in this Agreement.</p> <p>Up to \$25.00. This fee will vary by state; please see the State Interest Rates and Charges Table in this Agreement.</p>

How We Will Calculate Your Balance: We use a method called “average daily balance (excluding new purchases).” See Section 3 of this Agreement for more details.

Your Billing Rights: Information concerning your rights to dispute transactions and how to exercise those right is provided in the “Your Billing Rights” section in this Agreement.

(b) **Regular Terms:** No charges for interest (“Interest Charge”) will be imposed in any monthly billing period (1) in which there is no balance at the beginning of the billing period (the “Previous Balance”) or (2) in which payments received and credits issued within one month after the Billing Closing Date (the “Payment Due Date”) equal or exceed the Previous Balance. If we do not receive the full amount due (the “New Balance”) by the Payment Due Date, Interest Charges will be computed on the outstanding balance from month to month by applying the applicable interest rate set forth in the State Interest Rates and Charges Table to the balance explained in Section 3 below.

(c) **Special Promotions** – The following terms apply to certain special promotional rate offers:

- (1) **12-Month No Interest Offer:** If you were offered and accepted a “No Interest for 12 Months” promotion on any item, it will be reflected as such on the sales invoice and/or your monthly account statement. You will be required to pay a fixed percentage of the amount of said item at the time of sale, with the remaining balance to be paid in equal monthly installments for the next 12 months, as printed on the sales invoice and/or your monthly account statement. The amount of each such installment will be included in the Minimum Payment Due figure on each statement. No Interest Charge will be imposed on the balance attributable to that purchase as long as the Minimum Payment Due shown on your monthly billing statement is paid in full by the Payment Due Date shown on that statement and the entire balance is paid in full within 12 months from the date of purchase. The entire balance of your promotional purchase is due and payable in full within 12 months from the date of purchase. All overdue amounts will be subject to Interest Charges (at the applicable regular rate set forth in the State Interest Rates and Charges Table) beginning on the next billing cycle and until the balance is paid in full.
- (2) **24-Month Promotional Interest Rate Offer:** If you were offered and accepted a “Promotional Interest Rate” for 24 months on any item, it will be reflected as such on the sales invoice and/or your monthly account statement. You will be required to pay a fixed percentage of the amount of said item at the time of sale, with the remaining balance to be paid in equal monthly installments for the next 24 months, as printed on the sales invoice and/or your monthly account statement. The amount of each such installment will be included in the Minimum Payment Due figure on each statement. The entire balance subject to the Promotional Interest Rate is due and payable in full within 24 months from the date of purchase. All overdue amounts will be subject to Interest Charges (at the applicable regular rate set forth in the State Interest Rates and Charges Table) beginning on the next billing cycle and until the balance is paid in full.

3. METHOD OF COMPUTING INTEREST CHARGE

Unless a special promotion applies, we calculate the Interest Charge on your Account by applying the monthly Periodic Rate to the “Average Daily Balance” of your Account (excluding current transactions). To get the “Average Daily Balance” we take the beginning balance of your Account each day and subtract any payments or credits, returned check fees, late fees, and any unpaid Interest Charges. We do not add in any new purchases. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the “Average Daily Balance”.

For any billing period in which an Interest Charge is imposed on your Account, there is a minimum Interest Charge of \$0.50.

4. MINIMUM MONTHLY PAYMENTS

We will send you a billing statement each month that your Account has a balance. Your billing statement will show the New Balance, and the smallest amount you have agreed to pay us for that billing period, which is called the Minimum Payment Due. If any portion of the New Balance is delinquent, the statement will show the past due amounts. You agree to pay at least the Minimum Payment Due shown on your monthly statement on or before the payment due date shown on that statement. Unless any purchases are subject to a promotional rate, your Minimum Payment Due will be four percent (4.0%) of the New Balance in the event the New Balance is more than \$20, or the entire New Balance if the New Balance is less than \$20, except that, (i) if you live in California, the minimum monthly payment will be 10% of the New Balance, (ii) if you live in Vermont, the minimum monthly payment will be not less than 1/48 of the balance after the last advance in the billing period and (iii) if you live in West Virginia, your Minimum Payment Due will be 1/12 of 25% of the New Balance. If you live in South Carolina, 40% of your payment will be applied to outstanding principal.

The Minimum Payment Due will include the entire amount of any check processing fee and any past due amounts. If any item is subject to a promotional rate, the minimum monthly payment amount for that item will be a percentage of its total cash price (or multiple items that qualify for this option), and the minimum monthly payment amount for this option will be added to the regular minimum monthly payment amount due for non-promotional purchases, if any, to arrive at the total Minimum Payment Due. Note any change to the APR will take effect on the first day of the billing period. If the APR increases, the Minimum Payment Due and the amount of Interest Charges on your Account may also increase.

If you do not pay the New Balance in full, you agree to pay by your payment due date at least the Minimum Payment Due. You may pay more than the Minimum Payment Due in any month but if you do, and there is a balance due, you must continue to make minimum payments in future months.

All payments must be made in U.S. dollars by check drawn on a U.S. bank. At our option, we may obtain payment for any check or other instrument that you send to us by initiating an electronic (including Automated Clearing House) transfer from your depository institution account in the amount of your check or instrument. Your depository institution account may be debited as early as the same day we receive your payment. If we cannot process the electronic transfer or if the electronic transfer is returned to us, we may present the original check or other instrument, a substitute check, draft, or similar instrument to obtain payment.

5. LATE FEE; RETURNED CHECK FEE

(a) If any payment is received by us more than ten (10) days after the Payment Due Date for such payment, you may be required to pay a "Late Payment Fee" of \$15.00, subject to the exceptions as may be required by the state in which you reside and as set forth in the State Interest Rates and Charges Table.

(b) If any check sent to us in payment on your Account is drawn on a foreign bank or is returned to us unpaid by the bank, including an electronic payment, to the extent permitted by applicable law, we may charge you a fee of \$25.00 to cover our processing costs and you agree that we may add such fee to the balance due on your Account, or as otherwise set forth in the State Interest Rates and Charges Table.

6. DEFAULT/COLLECTION COSTS

Subject to applicable law, if you violate any term of this Agreement, if you fail to pay any minimum monthly payment or the outstanding balance of any promotional purchase when due, if you declare bankruptcy, or if you die, it will be a default, and subject to any right you may have under state law to receive notice of and to cure such default, we may (i) declare the entire unpaid balance in the Account due and payable; (ii) terminate the Account, at which time the terms of this Agreement shall continue until we have been paid in full; (iii) terminate any special promotional credit terms; (iv) bring a legal action against you to collect money owed to us or (v) take any other action not prohibited by applicable law. If the Account is referred to an attorney who is not our salaried employee and we prevail in a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorneys' fees. No attorneys' fees will be imposed in any state, or in any amount, where not permitted by law. Even if you are not in default, we reserve the right to terminate your privileges to obtain credit on the Account at any time. Upon any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under this Agreement, and to otherwise perform the terms

and conditions of this Agreement. **As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.**

7. CANCELING YOUR CREDIT AND NOTICE OF UNAUTHORIZED USE

Unless otherwise provided by applicable law, we have the right at any time to limit or terminate the use of your Account without giving you notice in advance. All credit cards we issue remain our property and, if requested, you agree to return or destroy any credit card issued to you. You agree to notify us promptly (call us toll free at Tel. No. 1-800-827-1396) if any credit card we issue to you is lost or stolen. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account and to comply with the procedures we may require for our investigation.

8. CHANGE IN THIS AGREEMENT

We may change any term of this Agreement, including the rate of Interest Charge, by furnishing you notice of the change to the extent required by applicable law. If permitted by applicable law, any new terms may, at our option, be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. We may discontinue offering our Special Promotions at any time, for any reason.

9. CHANGE OF YOUR INFORMATION

You agree to tell us right away of any change in your name, address, or telephone numbers.

10. CREDIT INVESTIGATION

You authorize us to investigate information about you, your credit history, your salary and your employment with consumer reporting agencies, including credit bureaus, or others. We may obtain reports and make direct inquiries of businesses where you have accounts and where you work. We may request a credit report from consumer reporting agencies in considering your Application for this Account and later in connection with an update, renewal, or extension of credit. Upon your request we will tell you whether or not a credit report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

11. DISPUTED AMOUNTS

All written communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full" you tender with other conditions or limitations, or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the billing statement. For important information regarding your right to dispute billing errors under federal law, see the "Your Billing Rights Notice" that accompanies your copy of this Agreement.

12. MARKETING INFORMATION

To the extent permitted by applicable law, you give us and any holder of this Agreement permission to furnish information about you (usually only your name, address, email address, and other identifying data) to other persons who may use that information to solicit you for products or services. We or our agents may call or text by telephone regarding your Account. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us. Message and data rates may apply. You can request that we discontinue furnishing this information by calling us toll free at 1-800-827-1396 or by writing us at Tiffany & Co., P.O. Box 6150, Parsippany, New Jersey 07054-9693.

13. DISPUTE RESOLUTION

The exclusive means of resolving any controversy or claim arising out of or relating to this Agreement or any related purchase contract, or the breach, termination or invalidity of any of the foregoing shall be in the applicable state and federal courts. The parties hereby waive the right to punitive or exemplary damages but shall have the right to reasonable attorneys' fees and other court related costs awardable to the prevailing party.

14. CHANGE OF ADDRESS AND GOVERNING LAW

This Agreement is governed by the law of your state of residence when this Account was opened. You agree to notify us promptly in writing if you move. Until we receive written notice of your new address, we will continue to send monthly statements and other notices to the address you gave on the Application for this Account. Once we receive written notice that you have moved to another state, the terms of this Agreement that are applicable to your new state of residence will apply to the entire balance in your Account.

15. ACCOUNT ASSIGNMENT

We may sell, transfer, or assign any or all of our rights or duties under this Agreement or your Account or any receivables created under your Account without notice to you. We will record any transfer in the book entry system maintained by us for the benefit of you. You may not sell, assign, or transfer any of your rights or duties under this Agreement or your Account.

16. NO WAIVER

We may waive or delay enforcing any of our rights under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

17. SEVERABILITY

If any part of this Agreement is held to be invalid, the rest will remain in effect.

18. ENTIRE AGREEMENT

You agree that this Agreement (as amended and supplemented from time to time) and the application constitute the final expression of the Agreement between you and us and that this Agreement may not be contradicted by evidence of any prior or contemporaneous or subsequent oral agreement between a representative of ours or a Tiffany & Co. employee. Neither a Tiffany & Co. store nor Tiffany & Co. store employees have authority to change, add to, or explain the terms of this Agreement, except as expressly provided in this Agreement.

19. STATE INTEREST RATES AND CHARGES TABLE

State	Interest Rate	Minimum Interest Charge	Late Fee	Return Payment Fee
Alabama	18%	\$0.50	\$10	\$25
Alaska	21%	\$0.50	\$10	\$25
Arizona	21%	No fee	No fee	\$10
Arkansas	17%	No fee	\$10	\$25
California	10%	\$0.50	\$10	\$15
Colorado	21%	\$0.50	\$10	\$25
Connecticut	12%	\$0.50	No fee	No fee
Delaware	21%	\$0.50	No fee	No fee
District of Columbia	21%	No fee	No fee	No fee
Florida	15%	\$0.50	\$10	No fee
Georgia	21%	\$0.50	\$10	\$25
Guam	18%	No fee	No fee	No fee
Hawaii	18%	No fee	No fee	No fee
Idaho	21%	\$0.50	\$10	\$20
Illinois	21%	\$0.50	\$10	No fee
Indiana	21%	\$0.50	No fee	\$25
Iowa	21%	\$0.50	\$10	\$20
Kansas	21%	\$0.50	No fee	\$25
Kentucky	8%	\$0.50	\$10	\$25
Louisiana	18%	\$0.50	\$10	\$25
Maine	21%	\$0.50	\$10	No fee
Maryland	21%	\$0.50	\$10	\$25

Massachusetts	18%	\$0.50	No fee	No fee
Michigan	12%	No fee	No fee	No fee
Minnesota	8%	\$0.50	No fee	No fee
Mississippi	21%	\$0.50	\$10	\$25
Missouri	21%	\$0.50	No fee	\$25
Montana	21%	\$0.50	\$10	\$25
Nebraska	18%	No fee	No fee	No fee
Nevada	21%	\$0.50	\$10	\$25
New Hampshire	21%	\$0.50	No fee	No fee
New Jersey	21%	\$0.50	\$10	\$20
New Mexico	21%	\$0.50	No fee	No fee
New York	21%	\$0.50	\$10	\$20
North Carolina	18%	No fee	No fee	No fee
North Dakota	21%	\$0.50	\$10	No fee
Ohio	21%	No fee	\$3	\$25
Oklahoma	21%	\$0.50	No fee	\$25
Oregon	21%	\$0.50	\$10	\$25
Pennsylvania	21%	\$0.50	\$10	No fee
Puerto Rico	21%	No fee	\$10	No fee
Rhode Island	21%	No fee	\$10	No fee
South Carolina	18%	No fee	No fee	No fee
South Dakota	21%	\$0.50	No fee	No fee
Tennessee	21%	\$0.50	No fee	\$25
Texas	18%	\$0.50	\$10	\$15
Utah	21%	\$0.50	\$10	\$20
Vermont	21%	\$0.50	\$10	No fee
Virginia	12%	\$0.50	No fee	\$25
Washington	12%	\$0.50	\$10	No fee
West Virginia	12%	\$0.50	No fee	No fee
Wisconsin	21%	\$0.50	\$10	\$25
Wyoming	21%	\$0.50	No fee	No fee

NOTICES TO THE BUYER:

- (1) **DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
- (2) **YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN.**
- (3) **YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.**
- (4) **A FINANCE CHARGE WILL BE COMPUTED ON THE OUTSTANDING BALANCE EACH BILLING PERIOD IN ACCORDANCE WITH THE RATES ABOVE.**
- (5) **ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**
- (6) **See the "Your Billing Rights Notice" included for important information regarding your rights to dispute billing errors.**
- (7) **YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.**

STATE LAW NOTICES:

Notice to **California** Residents: Your Annual Percentage Rate shall be 10% at all times when a promotional rate is not in effect. Interest is compounded on unpaid amounts. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations hereunder.

Notice to **Colorado** Residents: The terms of this revolving charge account may be changed, whether or not authorized by agreement, in accordance with the Colorado UCCC and other applicable law.

Notice to **District of Columbia** Residents: THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE. The information contained in this Agreement complies with the District of Columbia Municipal Regulations, Title 16, Chapter 1.

Notice to **Illinois** Residents: No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service. The applicant may request the reason for rejection of his or her application for a credit card. No person need reapply for a credit card solely because of a change in marital status unless the change in marital status has caused deterioration in the person's financial position. A person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by, so long as no fraud is intended thereby.

Notice to **Maryland** Residents: This Account is governed by Subtitle 9, Title 12 of the Maryland Commercial Law Article. Finance charges will be made in amounts or at rates not in excess of those permitted by law. You may pay the entire balance at any time without incurring additional charges for prepayment. You have the right to receive an answer to your written inquiry regarding the status of your Account.

Notice to **New Hampshire** Residents: This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorneys' fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

Notice to **New Jersey** Residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Notice to **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.

Notice to **Pennsylvania** Residents: OPEN-END CREDIT AGREEMENT.

Notice to **Texas** Residents: The Interest Charge rate shown above is authorized under the Market Competitive Rate ceiling in effect under Tex. Rev. Civil. Stat. Article 50966.03. To contact Tiffany about this account, call us toll free at 1-800-827-1396. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, TX 78705-4207. Phone (512) 4791285 or 1800-538-1579. Contact the Commissioner relative to any inquiries or complaints.

Notice to **Utah** Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

TIFFANY and COMPANY U.S. SALES, LLC
Fifth Avenue and 57th Street New York,
NY 10022

YOUR BILLING RIGHTS NOTICE

KEEP THIS NOTICE FOR FUTURE USE. DISCLOSURE REQUIRED BY FEDERAL LAW.

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 and Regulation Z.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Tiffany & Co.

PO Box 6150

Parsippany, NJ 07054-9693

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.

Contact Us As Soon As Possible

You must contact us within 60 days after the error appeared on your statement, and 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 doing so will not preserve your rights 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, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

In Case of Unauthorized Charges

If you believe your card has been lost or stolen, or if you notice unauthorized charges on your account, contact us immediately at:

Tiffany & Co.
PO Box 6150
Parsippany, NJ 07054-9693
Tel: 1-800-827-1396

You may be liable for up to \$50 of unauthorized charges if:

- Your card is lost or stolen.
- You report the loss or theft promptly.
- You have not acted fraudulently or negligently in handling your card.

We will not hold you liable for any unauthorized charges if:

- You report the loss or theft of your card before any unauthorized charges are made.
- The unauthorized charges occur after you report the loss or theft.

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:

Tiffany & Co.
PO Box 6150
Parsippany, NJ 07054-9693

ACCOUNT AGREEMENT

727 Fifth Avenue, New York, NY 10022
(212) 755-8000

For Tiffany & Co. store location or inquires, call 1-800-827-1396