CONSUMER CREDIT CARD
CUSTOMER AGREEMENT & DISCLOSURE STATEMENT

WELLS FARGO

WELLS FARGO AMERICAN EXPRESS® CARD

Table of Contents:

Your Contract With Us:	Section 1 : Pg. 1
Using Your Account:	Section 6 : Pg. 2
Changes To This Agreement:	Section 13 : Pg. 5
Fees And Interest:	Section 14 : Pg. 5
Billing Statements And Payments:	Section 21 : Pg. 7
Other Important Information:	Section 23 : Pg. 8
Arbitration:	Section 32 : Pg. 8
Your Billing Rights:	Section 33 : Pg. 9
Interpreter Certification:	Section 34 : Pg. 11

Notice To California Cardholders

To our California customers who have discussed credit card terms and conditions with us in Spanish, Chinese, Korean, Vietnamese, or Tagalog:

Read Section 34 about interpreter certification before you activate your credit card.

Antes de activar su tarjeta de crédito, lea la sección 34 con respecto a una certificación importante.

重要：使信用卡生效之前，請仔細閱讀第34節中的重要確認書。

중요사항: 신용카드를 사용하기 시작하시기 전에 섹션 34에 적힌 인증에 관한 중요한 사항을 읽으십시오.

Quan trọng: Xin đọc Mục 34 để biết tin tức quan trọng về chứng nhận trước khi quý vị hiệu lực hóa thẻ tín dụng của mình.

Mahalaga: Pakibasa ang Bahagi 34 para sa mahalagang katibayan bago ninyo iactivate ang inyong credit card.

Your Contract With Us

(1) Agreement. This Credit Card Agreement ("Agreement") covers the use of your credit card account ("Account") with us. It includes the Important Terms of Your Credit Card Account on the enclosed letter or the document that accompanies your Card, as well as any subsequent disclosures, all of which are incorporated here by reference. You accept the terms of this Agreement by using or activating your Account. If you have a joint Account, each of you is bound by this Agreement. Please read this Agreement carefully and save it for future reference.

(2) Parties to this Agreement. This Agreement is made between Wells Fargo Bank, N.A., P.O. Box 10347, Des Moines, IA 50306 ("we", "us", and "our") and each Account holder, whether primary or joint ("you" and "your").

(3) Definitions

APR	An Annual Percentage Rate (APR).
Billing Cycle or Billing Period	The interval between billing statements. Each billing statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that billing statement.
Card	Any credit card we issue to use your Account.
Cash Advance	Obtaining cash or funds using your Account by: • presenting your Card at a bank that accepts American Express; • using your Card with your Card Personal Identification Number (PIN) to obtain cash from any Automated Teller Machine (ATM) which displays any of the logos appearing on your Card; • using any Wells Fargo debit card linked to your Account to obtain cash from any ATM which displays any of the logos appearing on your Wells Fargo debit card; • using the Wells Fargo Online Banking® service for transactions other than those disclosed as balance transfers; • using our Customer Service department for transactions other than those disclosed as balance transfers; • taking overdraft protection advances;

	• using SUPERCHECKS™ checks that are issued in connection with this Account, (unless provided by us in connection with a balance transfer offer); or • buying cash equivalents such as money orders, wire transfers, traveler checks, foreign currency, lottery tickets, casino chips, off-track wagers, other wagers, vouchers redeemable for cash or similar items.
Credit Access Device	A device, other than your Card, (such as SUPERCHECKS™ checks, balance transfer checks) we allow you to use to access credit on your Account.
Important Terms of Your Credit Card Account	A summary of your Account's APRs, fees and other important information.
New Balance	The Outstanding Balance as of a statement closing date.
Outstanding Balance	The sum of all unpaid amounts, including Purchases, Cash Advances, balance transfers, interest, fees and any other amounts that you may owe us.
Payment Due Date	The date the Minimum Payment is due to us. The Payment Due Date will be at least 25 days from the statement closing date. It is shown on your billing statement.
Purchase	The use of your Account to: • buy or lease goods or services; • make any transaction that is not a Cash Advance, balance transfer, or other type of transaction we may identify.

Other terms are defined in the Agreement below.

(4) Contacting Us. Unless stated otherwise in this Agreement, you may contact us at the phone number or address shown on your billing statement.

(5) Contacting You. For us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account. We may use any means to contact you. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages, and calls to your cell phone. You are responsible for any service provider charges as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us. This includes your name, mailing address, e-mail addresses, or phone numbers. If you have a joint Account, a notice to one of you will serve as a notice to both of you.

Using Your Account

(6) Using Your Account. This is a consumer credit card Account which you may use for Purchases, balance transfers, Cash Advances and any other transactions we allow you to complete. You promise that you will use your Account only for lawful personal, family, or household purposes. American Express Cards are not presently accepted for purchase of bets, lottery tickets or casino gaming chips. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business. We are not responsible if anyone does not allow you to use your Account or refuses to accept any other Credit Access Device. We may decline any transaction at any time.

- **Purchases.** You may use your Account for Purchases. Tax payments (including any fees charged by an associated agency) are Purchases.
- **Balance Transfers.** You may use your Account for balance transfers. The applicable APR and balance transfer fees are listed in the Important Terms of Your Credit Card Account or with the balance transfer offer or check you receive. There is no grace period on balance transfers. We begin charging interest on balance transfers on the date the balance transfer is posted to your Account.
- **Cash Advances.** You may use your Account for Cash Advances. The applicable APR and Cash Advance fees are listed in the Important Terms of Your Credit Card Account. We may limit your total Cash Advances to a portion of your total credit limit. There is no grace period on Cash Advances. We begin charging interest on Cash Advances on the date the Cash Advance is posted to your Account.

  Cash Advances from ATMs may be limited by amount or frequency:
  - A total daily withdrawal limit of $500;
  - A maximum limit of $500 for any single ATM withdrawal;
  - No more than five ATM withdrawals per day; and

  The ATM owner may impose more restrictive limits.
  If the ATM owner charges a surcharge or convenience fee for withdrawing cash, the amount of that fee will be included as part of the total Cash Advance amount.

You may elect to have an automatic Cash Advance from your Account to cover an overdraft on a linked Wells Fargo checking account.

We determine the overdraft advance amount as follows:

- We will advance the exact dollar amount to cover the overdraft, subject to a minimum overdraft protection advance amount of $25.00. If the amount of available credit on your Card is less than the amount of the overdraft or less than the $25.00 minimum, we will still advance the available amount.

The applicable APR and transaction fee that apply to overdraft protection advances are listed in the Important Terms of Your Credit Card Account. Overdraft protection advances, and applicable interest and fees, may cause your Account balance to exceed your credit limit.

If there is more than one person listed on the checking account (such as a joint checking account) that you have linked for overdraft protection, then:

- You will be responsible for all overdraft protection advances regardless of which person writes the check or engages in any other transaction (such as a debit card purchase) that causes the overdraft; and
- You agree to allow us to disclose to any other person on your checking account, that this Card is linked to your checking account for overdraft protection.

We reserve the right to cancel, suspend, or change the terms or conditions of your overdraft protection service at any time, for any reason.

- **Credit Access Devices.** You may access credit on your Account by using your Card, or another Credit Access Device (such as SUPERCHECKS™ or balance transfer checks).

  SUPERCHECKS are checks you can use to access your Account in a manner similar to writing a check on a deposit account. Except as otherwise stated below, when we receive a SUPERCHECKS check, we will pay it by advancing the amount from your credit card Account. SUPERCHECKS™ checks will post as a balance transfer if provided by us in connection with a balance transfer offer; otherwise they will post as a Cash Advance. They are subject to the related transaction fees and interest.

  - You may not write a SUPERCHECKS check as payment on your Account.
  - Only the person whose name is printed on a SUPERCHECKS check may use it.
  - All SUPERCHECKS checks must be written in U.S. dollars.
  - We will not certify SUPERCHECKS checks.
  - If you have a dispute which you are unable to resolve with a merchant about payment for property or services that you paid for using a SUPERCHECKS check, you will not be allowed to file a claim against the bank to reimburse you for this transaction.
  - We reserve the right to put conditions on the use of SUPERCHECKS checks and to reject, decline and return unpaid any SUPERCHECKS check or advance at our discretion.

  We may provide other Credit Access Devices which may be used to access your Account. The applicable interest and fee terms will be disclosed to you prior to your use of the Credit Access Device.

- **Third Party/Mobile Devices.** We may also permit you or any authorized user to load information about your Account onto third party/mobile devices (such as a smartphone, tablet, or any other handheld or wearable communication device that allows you to store or electronically present your Account information) that would enable you to make Purchases or engage in credit transactions for your Account without needing to show your credit card. You and we agree that any such use of your Account will be subject to all the terms and conditions contained in this Agreement.

  To the extent you do use a third party/mobile device to make a credit transaction on your Account, or load information about your Account onto any such device, you need to be aware that we do not control the device and cannot guarantee the performance of either the device or any third party.

  Additionally:

  - You agree to carefully protect the security of any devices the same as you would your cash, checks, credit cards and other valuable information. We encourage you to password protect or lock your device to help prevent an unauthorized person from using it. You agree to promptly report any loss or theft to both us and the third party.
  - You may incur third party fees related to engaging in a transaction (such as mobile carrier data or messaging charges).
  - Credit transactions made through a third party/mobile device may involve the electronic transmission of information related to you or your Account across wireless or computer networks. Third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, and software application providers may use and receive information

in connection with a credit transaction. Third parties may also receive information about your mobile device when you use it to make a credit transaction.

- We may, at any time, partially or fully restrict your ability to make credit transactions through a third party/mobile device. You agree to notify us promptly if you remove or want to remove your Account information from any third party/mobile device.

(7) Authorized Users. If you wish to have an additional Card issued in another person's name, please contact us and we will send you a Card with the name of the authorized person embossed on the front of the Card. You are responsible for payment of the entire amount owed to us, including any Purchases, balance transfers or Cash Advances (and all related interest and fees) made by the authorized person.

- **Ending Authorized User Privileges.**
  If you want to end an authorized user's privilege to use your Account, before we can process the request, you must:
  - Recover and destroy that person's Card. If you do not recover and destroy the Card, you will continue to be liable for any charges made after you advised us of your wish to cancel the privileges, unless you tell us to cancel all Cards and establish a new Account for you.
  - You may telephone us, however you must follow up your call with a notice in writing. We must receive your written instructions before we can process a change or cancellation.

In general, an authorized person is not obligated on this Account and is not liable for any Outstanding Balance or any other charges made by you or by any other authorized person. Each authorized person's privilege ends automatically upon the death of all fully liable cardholders. If any person uses the Card, such use indicates his or her agreement to pay us, and we may, at our discretion, pursue the person for payment of any Outstanding Balance or any other charges they authorize. You agree to notify each authorized person that they are subject to all applicable sections of this Agreement.

(8) Lost or Stolen Cards and Liability for Unauthorized Use. You agree to notify us immediately, if your Card is lost or stolen or if you believe your Account is being used without your permission. You may contact us orally or in writing at 1-800-642-4720 or P.O. Box 10347, Des Moines, IA 50306. You agree to assist us in our investigation of the matter. If you do this, you will not be held liable for the unauthorized use of your Account.

(9) Promise to Pay. When you use your Account or let someone else use it, you promise to pay the total amount of the Purchases, Cash Advances, and balance transfers, plus all interest, fees and other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

(10) Credit Limit.
We may assign the following limits to your Account:

- Credit Limit. This is the amount of credit we will extend to your Account.
- Cash Advance Limit. This is a portion of the credit limit that is available for Cash Advances.

Your total credit limit is shown on the document that accompanies your Card and on each of your billing statements. You promise to use your Account only to the limits. If you exceed your total credit limit, we may authorize the transaction without increasing your total credit limit (we may treat that amount as immediately due), or deny the authorization. If you exceed the limits, you will still remain liable for all credit you receive. We can adjust your credit limit at any time.

(11) Authorizations. We may limit the number of authorizations we will allow during a period of time. We reserve the right to deny certain transactions for any reason, including default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. For security reasons, we cannot explain the details of how the authorization system works. You agree that we will not be liable for failing to give an authorization. If the authorization is denied, we may notify the person who attempted the transaction that it has been refused. Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount, which will make less credit available on your Account for several days (usually until the date the actual Purchase amount is received from the merchant).

(12) Airline Benefit. Your Account will be eligible to receive credit totaling up to $100 per year for domestic or international airline transactions that constitute Qualifying Charges (the "Airline Benefit"). Your Account is eligible for one Airline Benefit, regardless of the number of Cards or users on the Account. For purposes of this benefit, a year will be measured from the date the account is open ("Account anniversary year"). The benefit will renew on the anniversary date of the Account each subsequent year.

- **"Qualifying Charge/s"** for purposes of the Airline Benefit, are defined as domestic or international airline transactions (excluding purchases of airline tickets) made with a Card for which the airline has submitted the transaction under the merchant code for American Express in the category of airlines and air carriers. Purchases made at retailers or airlines that do not process transactions using these codes for American Express will not qualify for credits. We do not have the

ability to control how a retailer or airline chooses to classify their business and therefore reserve the right to determine which purchases are Qualifying Charges. Returns or credits applied to your Account, such as returned or disputed purchases, may reduce or eliminate credits already earned.

- **Statement Credits:** Until the yearly Airline Benefit is exhausted, a credit for Qualifying Charges will be applied automatically to your statement for any transaction equal to or less than $100. Please allow 5-20 days after the Qualifying Charges are posted to your Account for statement credit(s) to be posted to the Account. You remain responsible for timely payment of all charges on the Account. For Qualifying Charges that exceed $100, credits will not be applied automatically. However, you will have 90 days from the date each Qualifying Charge posts to the statement to request a manual adjustment of any Qualifying Charges not automatically credited. Please call the number on the back of the Card to request that credits be applied if the Qualifying Charge transaction totaled more than $100 or if statement credits have not posted after 20 days from the date of the Qualifying Charge. All Qualifying Charges must be posted to the Account during the Account anniversary year in order to be credited for the benefit. Any unused amount in the Airline Benefit will be forfeited on the day before the Account anniversary date each year or on the date the Account is closed, if the Account is closed before the end of the Account anniversary year. To be eligible for a statement credit, the Account must be open and in good standing at the time the qualifying charges post to the Account.
- **Taxability:** We will report the Airline Benefit as income to the Internal Revenue Service, state, and local tax authorities if required by applicable law. It is your responsibility to pay any federal, state or local tax liability, or other fees or gratuities, connected with use of this Airline Benefit. If you have any questions about your tax liability, please consult your tax advisor.
- **Benefit Changes or Discontinuation:** We reserve the right to change or discontinue the Airline Benefit at any time.

Changes To This Agreement

(13) Change In Terms. We may change this Agreement at any time. These changes may apply to existing and future balances. We will give you advance written notice of the changes and a right to reject the changes if required by law. We may require you to close your Account or take other actions if you reject the changes.

Fees And Interest

(14) Fees. You agree to pay the following fees. You will find the fee amounts in the Important Terms of Your Credit Card Account.

- **Annual Fee.** This fee may be charged if applicable. If your Account has an annual fee, you are responsible for paying it every year while your Account is open. The annual fee will not continue to be billed after your Account is closed.
- **Balance Transfer Fee.** This fee may be charged if you engage in a balance transfer transaction.
- **Cash Advance Fee.** This fee may be charged when a Cash Advance is posted to your Account.
- **Overdraft Protection Advance Fee.** This fee may be charged when an overdraft amount is advanced to the checking account linked by you to your Account.
- **Late Fee.** This fee may be charged each time we do not receive the required Minimum Payment due by the Payment Due Date.
- **Returned Check or Returned Payment Fee.** This fee may be charged when a payment is not processed the first time or is returned unpaid.

Additional fees may be charged if agreed between you and us. All fees will be added to the Purchases balance, except Cash Advance fees and Overdraft Protection Advance fees which will be added to the Cash Advance balance on your Account.

(15) Foreign Currency Transactions.

- **Converting Charges Made In A Foreign Currency.** If you make a transaction in a currency other than U.S. dollars, then American Express will convert it into U.S. dollars on the date American Express processes it. Unless a particular exchange rate is required by applicable law the rate American Express uses is no more than the highest official rate published by a government agency or the highest interbank rate American Express identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. American Express will bill charges converted by establishments (such as airlines) at the rates they use.

(16) Rates. This is how we calculate interest rates that apply to your Account. The Important Terms of Your Credit Card Account indicate the Standard and/or Standard Variable APRs as applicable to the different types of balances on your Account. The document that accompanies your Card also states the calculated daily periodic rates that apply to your Account.

- **Introductory / Promotional APRs.** If your Account is eligible for one or more introductory rates, the Important Terms of Your Credit Card Account in the document that accompanies your Card describe the duration, the transactions to which the introductory rates apply, the introductory daily periodic rates, and the corresponding APRs applicable to your Account as of the date your Account opened. If a promotional rate is offered after your Account is open, the terms applicable to

that promotional APR will be provided at that time. After the introductory rates or any other promotional rates expire, the remaining balances will be subject to the applicable Standard or Standard Variable APR terms.

- **How We Calculate Your Standard Variable APRs.** If your Account is subject to Standard Variable APR, the APR is a variable rate based on the U.S. Prime Rate plus the applicable "Margin". Unless an introductory or promotional APR is in effect, we will add a "Margin" to the U.S. Prime Rate to determine your variable APR. For each Billing Period, we use the U.S. Prime Rate or the average of the U.S. Prime Rates (if there is more than one) published in the "Money Rates" column of *The Wall Street Journal* three business days prior to your statement closing date. If the U.S. Prime Rate is no longer published or is not available, we may select a similar index. The Important Terms of Your Credit Card Account in the document that accompanies your Card displays the amount of the "Margin" on Purchases, balance transfers, Cash Advances, and overdraft protection advances, and daily periodic rates that apply to your Account. The APR may increase or decrease if the U.S. Prime Rate increases or decreases and this will also cause the related daily periodic rate to increase or decrease. An increase or decrease in the APR may increase or decrease the total amount of interest you pay. It may also increase or decrease the Minimum Payment due. If the APR changes due to a change in the U.S. Prime Rate, the new APR will apply as of the first day of your Billing Cycle. Any changes will apply to both existing and future balances on your Account. The APR will continue to vary even if your Account is closed.
- **Standard APRs.** If your Account is subject to Standard APRs, the Standard APRs will not vary with the market based on the U. S. Prime Rate. However, we may change the Standard APRs from time to time in accordance with section 12 above. Please refer to the Important Terms of Your Credit Card Account document that accompanies your Card for the Standard APRs and daily periodic rates for Purchases, balance transfers, Cash Advances, and overdraft protection advances applicable to your Account.
- **How We Calculate Your Daily Periodic Rates.**
  The daily periodic rates are calculated by dividing each applicable APR by 365.

(17) Minimum Interest Charge. The Important Terms of Your Credit Card Account disclose the Minimum Interest Charge applicable to your Account.

(18) When We Charge Interest. Unless stated otherwise below, we begin charging interest on a Purchase, balance transfer, Cash Advance, other transaction or interest charge on the date the Purchase, balance transfer, Cash Advance, other transaction, or interest charge posts to your Account. We begin charging interest on a fee on the first day of the Billing Cycle following the Billing Cycle in which the fee posts to your Account. However, if a late payment fee is posted to your Account in the current Billing Cycle, but is related to a late payment in the prior Billing Cycle, we will begin charging interest on the fee on the first day of the current Billing Cycle.

(19) Grace Period. You can avoid interest on any portion of a Purchase shown on your current billing statement that you pay by the Payment Due Date if the New Balance shown on your previous billing statement was zero or was paid in full by the previous Payment Due Date. The Payment Due Date will be at least 25 days from the statement closing date and is printed on each billing statement you receive. You cannot avoid interest on Cash Advances or balance transfers.

(20) How We Calculate Interest - Average Daily Balance Method (Including New Purchases).
The total interest charge is the sum of interest charges for each type of balance, including any Cash Advance balance or Purchase balance (including, for purposes of this section, balance transfers) on your Account. We figure the interest charge for each type of balance on your Account by applying the daily periodic rate to the average daily balance ("ADB"). Then, we multiply this amount by the number of days in the Billing Cycle.

interest charge = daily periodic rate x ADB x number of days in Billing Cycle.

ADBs for each type of balance are calculated separately starting with beginning balance of the first day of each Billing Cycle. The beginning balance on the first day of the Billing Cycle is the prior Billing Cycle's ending balance, which includes any unpaid fees posted to your Account in the prior Billing Cycle. It also includes any late payment fees posted in the current Billing Cycle that are related to a late payment in the prior Billing Cycle. To get the ADB for each type of balance, we take the beginning balance each day and add any new Purchases, balance transfers and Cash Advances. Except for the first day of each Billing Cycle, we add interest equal to the previous day's balance multiplied by the daily periodic rate. (This means interest is compounded daily.) Then, we subtract any payments or credits. This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, we add up all the daily balances for the Billing Cycle. We divide this amount by the number of days in the Billing Cycle. This gives us the ADB.

ADB = sum of daily balances ÷ number of days in the Billing Cycle.

Billing Statements And Payments

(21) Billing Statements. Each month you have a balance, you will receive a billing statement showing your New Balance. Your billing statement also shows the Minimum Payment due, the Payment Due Date and the time of day by which we must receive your payment.

(22) Payments.

- **Minimum Payment.** You promise to pay the Minimum Payment due by the Payment Due Date. The amount of your monthly payment will depend on whether the New Balance shown on your billing statement is greater or less than the credit limit amount assigned to your Account and whether any payment is past due. The "Minimum Payment" is calculated as follows:
  - If the New Balance is less than the credit limit amount assigned to your Account, the Minimum Payment includes the largest of the following:
    (1) The sum of the fees and interest billed during the Billing Cycle for which the Minimum Payment is calculated plus 2% of the New Balance shown on the billing statement; or
    (2) $25.00 (or the entire balance on the Account if the New Balance is less than $25.00).
  - If the New Balance is greater than the credit limit amount assigned to your Account, the Minimum Payment includes the largest of the following:
    (1) The sum of the fees and interest billed during the Billing Cycle for which the Minimum Payment is calculated plus 2% of the New Balance shown on the billing statement; or
    (2) if no payment is past due, 2% of the credit limit amount assigned to the Account plus the amount of the New Balance that exceeds the assigned credit limit amount; or
    (3) if any payment is past due, 2% of the credit limit amount assigned to the Account plus the amount of the New Balance that exceeds the assigned credit limit amount which is also greater than the amount past due.

  This is rounded-up to the next highest whole dollar amount, then any past due amount is added. The total is disclosed on the billing statement as the "Minimum Payment".

  Credits will not be used to meet the Minimum Payment. In addition, any past due amount is due and payable immediately.
- **Payment Instructions.** Follow these instructions when making a payment:
  - Make your payment in U.S. dollars, but do not send cash. Unless the payment is made electronically, it must be in the form of a personal check, money order, or cashier's check and capable of being processed through the Federal Reserve System. Payments must be drawn on a United States bank. If we choose to accept a payment made in a foreign currency, we will temporarily credit the Account, until the U.S. currency conversion is complete. We will then reverse the temporary credit and post the U.S. currency converted amount.
  - If you choose to make a payment by mail, please mail to the payment address designated on your billing statement using the envelope and the payment coupon enclosed with your billing statement. Payments received by 5:00 p.m. local time at the location to which the payment is mailed, will be credited as of the date of receipt. Payments received after 5:00 p.m., will be credited as of the next day.
  - If you choose to make a payment online via Wells Fargo Online Banking at wellsfargo.com, the cut-off time for online payments will be disclosed at the time of the transaction.

If you do not follow these instructions, or make a payment using a money transfer other than the transfer feature on Wells Fargo Online Banking, your payment may not receive credit for up to five days after we receive it.

Any payment submitted to us in the form of a check or other paper document may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. If this occurs, the original check or other document that you send to us will not be retained, but a copy would be available if requested.

We may, at our discretion, withhold a portion of the available credit on this Account up to the amount of any payments in order to assure that the check or other payment instrument is honored. You may not make a payment on this Account using any credit or loan account (including, without limitation, any instrument drawn on such accounts) held with Wells Fargo Bank, N.A., Wells Fargo & Company, or any of their affiliates or subsidiaries, and we may refuse any such payments in our sole discretion.

- You may not use SUPERCHECKS checks, drawn on this Account, to make any payment on this Account.
- Generally, we will apply your Minimum Payment first to lower APR balances (such as Purchases) before balances with higher APRs (such as Cash Advances). Payments made in excess of the Minimum Payment will be applied to balances with higher APRs first before balances with lower ones.
- We post payments to the Billing Cycle within which they are received. Any payment in excess of the Minimum Payment due is applied based on the balances reflected on your last billing statement.

- **Irregular Payments.** We may accept late or partial payments, or payments that reflect "paid in full" (or other restrictive language), without losing our rights to receive full payment. If you intend to claim to pay your Account in full with an amount less than the Outstanding Balance, payments must be sent to: Wells Fargo, P.O. Box 10311, Des Moines, IA 50306-0311. Please note that such payments will not discharge your full debt.

Other Important Information

(23) Default / Immediate Repayment of Balance in Full. Your Account will be in default if:

- You fail to pay a Minimum Payment by the Payment Due Date;
- Any payment is dishonored;
- You violate any terms of this Agreement;
- You made an untrue statement on your application; OR
- You file for bankruptcy.

If your Account is in default, our rights include, but are not limited to, refusing to authorize further transactions (including SUPERCHECKS checks), closing your Account and any other credit card Accounts with us, and requiring the immediate payment of the Outstanding Balance. If your Account is in default, you also agree to pay our collection costs, attorney's fees, and court costs incurred in enforcing our rights under this Agreement.

(24) Re-Verification of Credit Information. We can reinvestigate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports, and otherwise verify your current credit standing. You authorize us to investigate your credit, employment, assets, and income records and to verify your credit references. From time to time we may obtain follow-up credit reports on you.

California Residents. We may also obtain information at any time from the California Department of Motor Vehicles. You agree to waive the address confidentiality requirements section of the California Vehicle Code (Section 1808.21).

(25) Cancellation. We may cancel, revoke, or suspend your rights under this Agreement for any reason. You may also close the Account at any time. If the Account is closed for any reason, you must still repay any unpaid balance you owe to us according to the terms of this Agreement. If this is a joint Account, either person who is liable on the Account may give notice to cancel the Account, and we may close it without notifying the other liable person.

(26) Separation of Unlawful Provisions. If any provision of this Agreement is determined to be unlawful, the rest of the Agreement will stand and the unlawful provision will be deemed amended to conform to law.

(27) Enforcement Rights. We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other. If this is a joint Account, a default by one of you will be a default by all of you. A court decree for divorce or separation or a noncourt mutual agreement does not affect our ability to enforce this Agreement or collect the Outstanding Balance against all liable parties if we were not a party to the decree or agreement.

(28) Phone Monitoring. You agree that we may monitor and record your phone calls with us.

(29) Information Reporting. You agree that we may report your performance, status, and history under this Agreement to consumer reporting agencies. If you request additional Cards on your Account for others, you understand that we may report Account information in your name as well as in the names of those additional cardholders. If you fail to make your Minimum Payment on time, it could cause a negative reference on your credit report and the credit reports of any additional cardholders. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 5445, Portland, OR 97228-5445 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

(30) Assignment. We have the right to assign your Account to another creditor. The other creditor is then entitled to any rights we assign to them. You do not have the right to assign your Account.

(31) Governing Law. This Agreement and your Account, is governed by federal law and, to the extent applicable, the laws of the State of South Dakota, no matter where you live or use your Account.

Arbitration

(32) Dispute Resolution Program: Arbitration Agreement.

a. Binding Arbitration. You and Wells Fargo Bank, N.A. (the "Bank") agree that if a Dispute arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. The foregoing

notwithstanding, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate all other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to the Card or related services, Accounts, or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access the Bank. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **YOU UNDERSTAND AND AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within that court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

b. Arbitration Procedure; Severability. Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of South Dakota. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

c. Rights Preserved. This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of the Card or any other relationship between you and the Bank.

d. Fees and Expenses of Arbitration. Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

(33) Your Billing Rights
Keep This Notice 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:

Wells Fargo Card Services
P.O. Box 522
Des Moines, IA 50306-0522

In your letter, give us the following information:

- Your name and Account number;
- The date and dollar amount of the suspected error.
- 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* at the address above. You may notify us using other means (including calling us at the number listed on the front of the statement), but doing so will not preserve your rights.

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 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:

Wells Fargo Card Services
PO Box 10347
Des Moines, IA 50306

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.

Interpreter Certification

<u>Section (34)</u> THIS CERTIFICATION APPLIES IF YOU CHOSE TO DISCUSS WITH US THE TERMS AND CONDITIONS OF YOUR CREDIT CARD ACCOUNT IN SPANISH, CHINESE, KOREAN, VIETNAMESE, OR TAGALOG.

By signing, using, or otherwise accepting the credit card or related Account issued to you, you certify to Wells Fargo Bank, N.A. (us) that:

- You have received and discussed the enclosed Customer Agreement and Disclosure Statement with your interpreter and that you and your interpreter have been given an opportunity to discuss and negotiate with us the terms and conditions contained in these enclosed documents.
- Your interpreter is at least 18 years old and is fluent both in English and in the language in which you chose to discuss with us the terms and conditions of your credit card Account.
- You understand and agree to the terms and conditions contained in these enclosed documents as written.

<u>Section (34)</u> ESTA CERTIFICACIÓN SE APLICA SI USTED ELIGIÓ CONVERSAR CON NOSOTROS SOBRE LOS TÉRMINOS Y CONDICIONES DE SU CUENTA DE TARJETA DE CRÉDITO EN ESPAÑOL, CHINO, COREANO, VIETNAMITA O TAGALO.

Al firmar, utilizar o aceptar de otro modo la tarjeta de crédito o la Cuenta relacionada emitida a su nombre, usted certifica a Wells Fargo Bank, N.A. (nosotros) que:

- Usted ha recibido y analizado el Contrato del Cliente y Declaración de Divulgación adjuntos con su intérprete, y que usted y su intérprete han tenido la oportunidad de conversar y negociar con nosotros los términos y condiciones contenidos en estos documentos adjuntos.
- Su intérprete tiene por lo menos 18 años de edad y habla con fluidez tanto en inglés como en el idioma que usted haya elegido para conversar con nosotros sobre los términos y condiciones de su Cuenta de tarjeta de crédito.
- Usted entiende y está de acuerdo con los términos y condiciones contenidos en estos documentos adjuntos, tal como se encuentran redactados.

<u>第34節</u>。

如果您選擇用中文和我們討論有關您的信用卡帳戶的條款和條件，本確認書適用。

如果您簽署、使用或以其他方式接受富國銀行（「我們」）發行給您的信用卡或相關帳戶，您即向我們確認：

- 您已經收到並與您的傳譯員討論過本「客戶協議」和「披露聲明」，而且您及您的傳譯員已有機會與我們討論、協商本文件中包含的條款及條件。
- 您的傳譯員至少年滿18歲，並能夠流利使用英文和中文。
- 您理解並同意本文件中包含的現有書面條款與條件。

<u>섹션 34</u>.

귀하의 신용카드 계좌 이용약관에 대해 저희와 한국어로 논의할 것을 선택하셨다면 이 인증이 적용될 것입니다.

귀하나 관련 구좌에 발행된 신용카드에 대한 서명, 사용, 또는 수락은 귀하가 Wells Fargo Bank, N.A. (저희) 에게 다음에 명시된 사항을 보증하신다는 것을 의미하게됩니다.

- 귀하는 귀하의 통역사와 함께 이 고객 약정서 및 공시 진술서를 받고검토하였으며, 귀하와 귀하의 통역사는 이 서류의 이용약관에 대해 저희와 논의하고 검토할 수 있는 기회를 제공받았습니다.
- 귀하의 통역사는 18 세 이상이며, 영어와 한국어를 모두유창하게 구사할 수있습니다.
- 귀하는 이 서류에 기재된 약정을 이해하며 그 이용약관내용에 동의합니다.

<u>Mục 34</u>.

SỰ CHỨNG NHẬN NÀY ÁP DỤNG NẾU QUÝ VỊ ĐÃ QUYẾT ĐỊNH BÀN THẢO VỚI CHÚNG TÔI VỀ CÁC ĐIỀU KIỆN VÀ ĐIỀU KHOẢN CỦA TRƯƠNG MỤC THẺ TÍN DỤNG BẰNG TIẾNG VIỆT.

Khi ký tên, sử dụng hoặc chấp nhận thẻ tín dụng hoặc trương mục liên quan được cấp cho quý vị, quý vị chứng nhận với Wells Fargo Bank, N.A. (chúng tôi) rằng:

- Quý vị đã nhận được và bàn thảo bản Thỏa Thuận và Tiết Lộ của Thân Chủ với thông dịch viên của quý vị, và quý vị cùng người này đã có cơ hội bàn thảo và thương lượng với chúng tôi về các điều khoản và điều kiện trong văn kiện này.
- Thông dịch viên của quý vị đã ít nhất 18 tuổi và thông thạo cả tiếng Anh và tiếng Việt.
- Quý vị hiểu và đồng ý với nguyên văn các điều khoản và điều kiện trong văn kiện này.

Seksiyon 34

ANG KATIBAYANG ITO AY UMIIRAL KAPAG NAGPASIYA KAYONG PAGUSAPAN ANG MGA TAKDA AT KONDISYON NG INYONG CREDIT CARD ACCOUNT SA AMIN SA TAGALOG.

Sa pagpirma, paggamit o kaya'y sa pagtanggap ng inyong credit card o kaugnay na account na ibinigay sa inyo, pinapatunayan ninyo sa Wells Fargo Bank, N.A. (kami) na:

- Natanggap at napag-usapan ninyo ng inyong tagapagsaling-wika itong Kasunduan sa Kliyente at Pahayag ng Pagsisiwalat at kayo ng inyong tagapagsaling-wika ay nabigyan ng pagkakataon na makipag-usap at makipagkasundo sa amin tungkol sa mga takda at kondisyon na nasa dokumentong ito.
- Ang inyong tagapagsaling-wika ay hindi kukulangin sa 18 taong gulang at matatas sa Ingles at Tagalog.
- Naiintindihan ninyo at sumasang-ayon kayo sa mga takda at kondisyon na nakasulat sa dokumentong ito.

Wells Fargo Card Services
PO Box 10347, Des Moines, IA 50306
1-866-568-6521
Hearing and Speech Impaired Customers, call the TTY number 1-800-419-2265

Important Terms of Your Credit Card Account

Pricing Addendum for Wells Fargo Propel World American Express® Card

As of 5/17/2014

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**Prime Rate + 10.74% to Prime Rate + 18.74%**, based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate. You may not qualify for the lowest APR disclosed in the range above. The APR applicable to your account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us.
Annual Percentage Rate (APR) for Balance Transfers	**Prime Rate + 10.74% to Prime Rate + 18.74%**, based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate. You may not qualify for the lowest APR disclosed in the range above. The APR applicable to your account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us.
APR for Cash Advances and Overdraft Protection Advances	**Prime Rate + 20.74%** This APR will vary with the market based on the U.S. Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing period. 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 cash advances and balances transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.

Fees	
Annual Fee	**$0** introductory annual fee for the first year, and **$175** annual fee for subsequent years.
Transaction Fees	
• **Balance Transfers**	Up to **5%** for each balance transfer, with a minimum of **$5**.
• **Cash Advances**	Either **$10** or **5%** of the amount of each advance, whichever is greater, for each SUPERCHECKS™ advance, ATM advance or each advance through the Wells Fargo Online® banking program or customer service. Either **$20** or **5%** of the amount of each advance, whichever is greater, for each advance obtained in person at a participating financial institution or other source.
• **Overdraft Protection Advances**	**$12.50** if the total of overdraft protection advances for the day is $50 or less; **$20** if the total of overdraft protection advances for the day is greater than $50.
• **Foreign Currency Conversion**	**None**
Penalty Fees	
• **Late Payment**	Up to **$35.**
• **Returned Check or Returned Payment**	Up to **$35.**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See the Customer Agreement and Disclosure Statement for more details.

How We Calculate Your Late Payment and Returned Check or Returned Payment Fees: The fee will be the lesser of the Minimum Payment or $25. For any subsequent event within a rolling six billing cycle period, the fee will be the lesser of the Minimum Payment or $35.

How We Will Calculate Your Variable APRs:
Unless an introductory or promotional APR is in effect, we will add a "Margin" to the U.S. Prime Rate to determine your variable APR. For each billing period, we will use the U.S. Prime Rate or the average of the U.S. Prime Rates if there is more than one, published in the Money Rates column of *The Wall Street Journal* three business days prior to your billing statement closing date. The APR may increase or decrease if the U.S. Prime Rate increases or decreases and this will also cause the related daily periodic rate to increase or decrease. An increase or decrease in the APR may increase or decrease the total amount of interest you pay. It may also increase or decrease the Minimum Payment due. See the Customer Agreement and Disclosure Statement for more details.

Variable Interest Rate Calculation	
Prime Rate effective as of 09/11/2014	3.25%
Margin added to the Prime Rate to determine your APR for purchases	10.74% -18.74%
APR for purchases	13.99% - 21.99%
Margin added to the Prime Rate to determine your APR for cash advances and overdraft protection advances	20.74%
APR for cash advances and overdraft protection advances	23.99%

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