citibank®

CITIGOLD and CITI PRIVATE BANK CHECKING PLUS® (VARIABLE RATE) ACCOUNT DISCLOSURE

RATES AS OF JUNE 1, 2011

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Transactions	**12.75%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**14.75%** This APR will vary with the market based on the Prime Rate and may be applied to your account if your payment is 60 days late. **How Long Will the Penalty APR Apply?:** If your APR is increased because you make a late payment, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	We will begin charging interest on the transaction date.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard.

Fees	
Annual Fee	**None**
Transaction Fees	**None**
Penalty Fees Late Payment	Up to **$25**

How We Will Calculate Your Balance: We use a method called "Daily Balance". See your Account Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement.

CITIGOLD AND CITI PRIVATE BANK CHECKING PLUS (VARIABLE RATE) ACCOUNT AGREEMENT

RATES AS OF JUNE 1, 2011

PRICING

Rate Index (Variable): 3.25%
+ Citigold and Citi Private Bank Rate Margin: 9.50%
= **ANNUAL PERCENTAGE RATE: 12.75%**

Daily Periodic Rate:
365-day year: 0.03493%
366-day year: 0.03483%

Penalty (Default) Pricing
Rate Index (Variable): 3.25%
+ Citigold and Citi Private Bank Penalty (Default) Pricing Rate Margin: 11.50%
= **Penalty (Default) Pricing ANNUAL PERCENTAGE RATE: 14.75%**

Daily Periodic Rate:
365-day year: 0.04041%
366-day year: 0.04030%

Receipt of this Agreement does not constitute approval of your account.

INTRODUCTION
This is your Account Agreement and Disclosure statement ("Agreement"). Please read it and keep it for your records. You do not have to sign this Agreement. For new Accounts, it automatically becomes effective on the date you are notified that your Checking Plus (variable rate) Account has been finally approved.

In this Agreement, the words "you", "your", and "yours" mean each person who applied for this Checking Plus (variable rate) Account ("Account"), both individually and (when there is more than one applicant) jointly and in your personal or (when allowed by Citibank) fiduciary capacity as trustee of certain trusts. The words "we", "us", "our" and "Citibank" mean Citibank, N.A. The words "your checking account" mean the checking account with us having the same account number as your Account.

SPANISH LANGUAGE PREFERENCE
This section applies if you select Spanish as your preferential language of communication with Citibank. This preference may not be available at all Citibank Branches.
Account Agreement and Disclosure. You will receive for your convenience a Spanish translation along with the English Account Agreement and Disclosure. While we have made every effort to ensure that the Spanish translation is correct, it may vary from the English. Therefore, the English version will govern your account. Please keep the official English Account Agreement and Disclosure and Spanish translation for your records.
Account Communications. Your billing statement will be in Spanish. An English copy is available upon request. You may receive notices and communications about your account from us written only in English.
Availability of Products and Services in Spanish. Some products and services provided by Citibank may be available only in English with English documents.
Customer Service. You can receive customer service in Spanish by calling CitiPhone Banking® at the following number(s): In New York, New Jersey, or Connecticut, call 1-800-627-3999; in Texas, call 1-888-248-4226; in all other markets, call 1-800-274-6660.

PROMISE TO PAY
You promise to pay the total of all sums advanced to you by using your Account as permitted herein ("loans"), Interest Charges, and any other charges other than Interest Charges according to the terms of this Agreement. If you have elected Credit Protection, you must pay for it. If you do not make your payments for Credit Protection, you authorize Citibank to cancel your Credit Protection coverage.

CITIBANK® BANKING CARD
Any Citibank® Banking Card issued to you in connection with your checking account will be linked to your Account. If no Citibank Banking Card has been issued to you in connection with your checking account, one will be issued to you. You can use the Citibank Banking Card to borrow from, make payments to and get information about your Account.

USING YOUR ACCOUNT
There is no pre-established time limit for your use of this Account. You may take a loan from your Account by:

1. **Using your Citibank Banking Card® at any Citibank Automatic Teller Machine (ATM) location:** You may use your Citibank Banking Card to obtain a loan directly from your Account.
2. **Overdrawing your checking account:** If you overdraw your checking account, you will have automatically requested a loan from your Account. We will make the loan to you by transferring from your Account to your checking account, the amount needed to cover your overdraft, and any applicable fees, rounded up to the next $100 increment.
3. **Requesting a transfer from your Account to your checking account:** You may use your Citibank Banking Card at any Citibank ATM location, or you can transfer funds by phone using CitiPhone® Banking or online through CitibankOnline.com.

Checks drawn against uncollected funds in your checking account will be honored only up to your available credit limit.

CREDIT LIMIT
You agree not to borrow more money from your Account than is available under your credit limit. Your credit limit is the amount we notify you from time to time is the maximum amount you may borrow under this Account. We are not obligated to pay your checks or make additional loans to you on your Account if you have reached, or if paying the check or

making the loan would cause you to exceed, your credit limit. However, if we do, the loan will be subject to the terms of this Agreement. You will pay any amount over your credit limit immediately at our request.

We reserve the right to decrease or increase your credit limit at any time by giving you written notice. If we offer you an increase in your maximum credit line, your use of any of the increased credit will mean you have accepted our offer, and the terms of this Agreement will extend to the full amount offered.

INTEREST CHARGE

Interest Charges will be assessed on your Account for any billing period by applying the Daily Periodic Rate for the billing period to the Daily Principal Balance of your Account (defined below) for each day in the billing period in which you have any outstanding principal balance. Interest Charges are totaled at the end of each billing period and disclosed on your current billing statement as “Interest Charge”. The Daily Periodic Rate and the corresponding Annual Percentage Rate are shown on Page 1 of this Agreement.

Your billing statement will disclose a "Balance Subject to Interest Rate". This is the Average Daily Balance for the billing period. The Average Daily Balance is determined by totaling the Daily Principal Balance of your Account at the close of each day of the billing period and dividing the total by the number of days in the billing period.

The Daily Principal Balance of your Account reflects payments and other credits, loans and other charges posted to your Account on each day of the billing period. The Daily Principal Balance does not include any unpaid Interest Charges and does not include Credit Protection Charges, or other charges other than Interest Charges (described below), added to your Account that billing period.

Interest Charges are assessed on loans and other debits beginning on the day we pay your check or otherwise make funds available to you through your Account. Charges other than Interest Charges not previously billed, and accrued and unpaid Interest Charges are excluded from the outstanding balance on which the periodic Interest Charge is calculated. However, charges other than Interest Charges not paid when billed may be added to the outstanding balance of your Account on which the periodic Interest Charge is calculated.

VARIABLE RATE FEATURE

Your Account has a variable rate feature, and the Annual Percentage Rate will be determined and will vary based upon an Index plus the Rate Margin. If the Index or the Rate Margin increases, the Daily Periodic Rate and the Annual Percentage Rate will increase, and your monthly Minimum Payment due may increase. If the Index or the Rate Margin decreases, the daily Periodic Rate and the Annual Percentage rate will decrease, and your monthly Minimum Payment due may decrease. The “Daily Periodic Rate” for each day in the billing period is determined by dividing the Annual Percentage Rate for the Account by 365, except in leap years when it will be divided by 366.

The Index shall be the prime rate of interest as published in the “Money Rates” Section of *The Wall Street Journal* on the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to *The Wall Street Journal*. In the event more than one prime rate is published by *The Wall Street Journal* for any applicable day, the highest rate published shall apply.

The Index so determined shall be effective for any billing period that begins on or after the first business day of the month from which the index was selected. However, the Index for your first billing period will be the Index in effect on the date your Account application is approved.

The Rate Margin is the percentage amount, added to each Index figure to arrive at the Annual Percentage Rate and the Daily Periodic Rate. Your Rate Margin will be the Citigold and Citi Private Bank Rate Margin as disclosed on Page 1 of this Agreement.

The Annual Percentage Rates currently in effect and any subsequent changes to them will appear on your billing statement. Any changes in your Annual Percentage Rate will apply to all outstanding balances as permitted by applicable law.

Penalty (Default) Pricing: Your Annual Percentage Rate may also vary if you default under this Agreement because you fail to make payments to us. In the event your account becomes 60 days past due we may increase your Annual Percentage Rate by increasing your Rate Margin to the Citigold and Citi Private Bank Penalty (Default) Pricing Rate Margin as disclosed on Page 1 of this Agreement effective after we send you any notice required by applicable law. Your Account will become eligible for the lower non Penalty (Default) Pricing Rate Margin used to compute your Annual Percentage Rate after you have made six consecutive Minimum Payments by the due date shown on the applicable billing statement following the effective date of the rate increase.

CHARGES OTHER THAN INTEREST CHARGES

The following charges may be added to the balance of your Account if they are not paid when billed. They are nonrefundable. You will owe them once they are billed or charged to your Account even if your Account is subsequently closed, suspended or terminated for any reason.

Late Charge: Unless we receive your Minimum Payment due within 10 days after the payment due date as stated on your billing statement, you agree to pay a Late Charge of $25 however, the Late Charge will never exceed your Minimum Payment Due.

Credit Protection Charges: You are not required to purchase Credit Protection for your Account. If Credit Protection is offered, and you have elected to purchase it, you will receive an addendum to this Agreement in the form of a Credit Protection Agreement and Authorization which will set forth the terms and conditions of the Credit Protection service. We may cancel your Credit Protection coverage if you are in Default on your Account.

BILLING

We will send you a billing statement for each monthly billing period when there is a debit or credit balance of more than $1.00, or when an Interest Charge has been imposed. The billing statement will reflect transactions in your Account and your New Balance. You can pay the New Balance in full or defer payment, in which case you must pay the Minimum Payment due. All payments must be received by the payment due date shown on your billing statement. We will not make a loan under this Account to make a Minimum Payment.

MINIMUM PAYMENT

You agree that before the payment due date shown on the statement you will pay at least the Minimum Payment as shown on the billing statement. The Minimum Payment for a billing period includes the following amounts:

- The unpaid balance of the Account at the close of the billing period divided by 60.

- Interest Charges that accrued during the billing period; and
- Charges other than Interest Charges added to your Account during the billing period.

If the sum of these three items is less than $10.00, your Minimum Payment will be $10.00 or the total balance owed on your Account, whichever is less. In addition, the Minimum Payment will include the sum of any amounts past due and any amounts over your credit limit that we have requested that you pay immediately.

TERMS OF REPAYMENT

Your Account has Citibank Auto Deduct, an automatic deduction feature. The Minimum Payment due on your Account is debited from your checking account 2 days before the Minimum Payment due date or anytime thereafter, depending on whether there are funds available in your checking account. If you want to make the payment by another method, you must make the Minimum Payment at least 15 days before the Minimum Payment due date to avoid having the Minimum Payment debited directly from your checking account, and such payment should be accompanied by your payment ticket. We may withhold, at our discretion, a balance of the available credit on your Account up to the amount of any payments you make, to assure that the check or other payment instrument is honored. If payment of the Minimum Payment is not made through automatic deduction for any reason, you must make the Minimum Payment by the Minimum Payment due date shown on your statement. If for any reason we discontinue the automatic deduction of the Minimum Payment from your checking account, we reserve the right to terminate access to your Account and your available credit will be reduced to zero. If you ask us to discontinue the automatic deduction of the Minimum Payment from your checking account, we will close your Account and declare the outstanding balance of your Account immediately due and payable. As long as there is an outstanding balance on your Account, however, Auto Deduct repayments will continue as scheduled.

We reserve the right to determine the manner in which any payments on your Account will be applied, subject to applicable laws and regulations.

You may prepay your Account balance in full or in part at any time without penalty.

CREDIT BALANCES

Except for inadvertent overpayments, you may not maintain credit balances in your Account. We will not pay interest on any credit balance in your Account. You may request payment in full of any credit balance by writing to us at the address shown on your billing statement. We will not refund any final credit balance of less than $1.00 unless you request that we do so.

CREDIT REPORTS AND CREDIT REPORTING

You understand and agree that we may obtain credit reports for credit applications and for updates, renewals or extensions of the credit granted. Upon request, we will inform you if a report has been obtained and will give you the name and address of the agency that furnished the report. You also agree that we may obtain and use credit reports and other information about you that we have obtained in a lawful manner consistent with our privacy policies, for subsequent solicitations or for any other lawful purposes. You also authorize us to report information concerning your Account to credit bureaus and to anyone else we believe in good faith has a legitimate need for such information**.**

CANCELLATION AND CHANGES TO CREDIT LIMIT

You may cancel your Account at any time by sending us a letter identifying your Account and asking us to cancel it. However, you remain responsible to pay the balance according to the terms of this Agreement and any changes under it. We may close your Account, reduce your credit limit, or suspend your Account privileges at any time.

ACCOUNT CHARGES AND DEDUCTIONS

In addition to any charges provided for in this Agreement, you agree that for each check or other withdrawal which results in a loan, you will incur the same charge (if any) which would be imposed under the terms of your checking account for a check or withdrawal not resulting in a loan under the Account. You agree that any checking account charges or fees which may be deducted from your checking account balances (such as per-check charges or shared network ATM fees, maintenance charges and charges for returned items and stop payments), and also any payments you have authorized to be deducted periodically from your checking account, may be paid by loans under the Account whenever funds in your checking account are not sufficient to cover these charges and payments when due.

CITIBANK® BANKING CARD ACCESS

If you use your Citibank® Banking Card to obtain a loan from your Account, your rights and responsibilities may also be governed by the Account Agreement and Disclosure which you received with your Citibank Banking Card.

DEFAULT

You will be in Default under this Agreement if any one or more of the following should occur:

- You do not make the proper payment when due.
- You die.
- You become the subject of a voluntary or involuntary bankruptcy proceeding or other proceeding for the relief of debtors.
- Any bank account or other property of yours is the subject of an attachment, execution, or other levy.
- You are in Default under the terms and conditions of this or any note, agreement, or contract with us or any of our affiliates.
- We determine that you are no longer creditworthy.
- If your checking account, or any checking account substituted for it, is closed by you or by us.

If you are in Default, we can then refuse to extend more credit to you under the Agreement and/or demand that you pay the outstanding balance under your Account at once. After Default, you agree to continue to carry out all of the terms of this Agreement and any changes under it until your Account is fully repaid. If you do not do so, or if we cancel your Account because you are in Default, we can declare the outstanding balance of your Account immediately due and payable without prior notice to you.

COLLECTION COSTS

If you do not pay us as required by this Agreement, we may incur collection costs. You promise to pay all collection costs, including reasonable outside attorney's fees and court costs we incur in collecting this Account to the extent permitted by law. We can bill these costs to your Account.

CHANGE IN TERMS

We have the right to change any part of this Agreement at any time, including the Annual Percentage Rate, and can add or delete fees, and other provisions relating to your Account, and to the nature, extent and enforcement of the rights and obligations you may have under this Agreement. If permitted by applicable law, the change may be applied to any Account balance outstanding on the effective date of the change. If required by law, we will give you written notice that will explain what is being changed prior to the effective date of any change.

WAIVER

We may choose not to make use of any of our rights under this Agreement or otherwise legally available to us on one or more occasions, or delay or partially exercise such rights, without waiving any of our rights or amending any of your obligations.

CHANGE OF NAME OR ADDRESS

You agree to notify us of any change in your name or address. You may do so on the front of the payment ticket of your billing statement, or by other written notice sent to us at the address shown on the front of the payment ticket of your billing statement. Notices sent elsewhere (for example, to any of our Branches) may not reach us.

GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with federal law, and to the extent federal law does not apply, by the laws of the State of Nevada.

ARBITRATION

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR CHECKING PLUS (VARIABLE RATE) ACCOUNT AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any dispute between us concerning your Citibank deposit, Checking Plus, Checking Plus (variable rate), Custom Credit Line, or Ready Credit accounts, except those disputes specifically excluded below, be resolved by binding arbitration.

Disputes Covered by Arbitration. Any claim relating to or arising out of your Citibank deposit, Custom Credit Line, Ready Credit, Checking Plus (variable rate), or Checking Plus account, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank Banking Card or Citibank Banking Card displaying the MasterCard logo. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. **Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis.** Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief.

Commencing an Arbitration. The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/Arbitration Unit, One Court Square, 43rd Floor/Zone 10, Long Island City, NY 11120. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: www.adr.org

JAMS
1-800-352-5267 (toll-free)
Website: www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery

available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. Your or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

Severability, Survival. These arbitration provisions shall survive (a) termination or changes to your deposit, Checking Plus (variable rate), Checking Plus, Custom Credit Line, or Ready Credit accounts, or any related services we provide; (b) the bankruptcy of any party; and (c) the transfer or assignment of your deposit, Checking Plus (variable rate), Checking Plus, Custom Credit Line, or Ready Credit accounts, or any related services we provide. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

JOINT ACCOUNTS

If this is a joint account, each of you will be jointly and individually liable for the obligations in this Agreement. Upon request by any party to the Account or upon receipt of inconsistent instructions, we may, at our sole option and without notice to any other party, refuse to pay any loan request, refuse any other request with respect to the Account, or cancel the Account. Except as otherwise provided by applicable law, any change in terms can be sent to, and accepted by, any one of you.

ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire agreement between you and us concerning your Account. Except as otherwise provided herein, should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable under any law, rule or regulation, that determination will not affect the validity or enforceability of any other provision of this Agreement.

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.

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 the address listed on your statement. 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.

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*. You may call or e-mail us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive you letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received our 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 use 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 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 first $50 of the amount you question even if your bill is correct.