

# CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

**THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, STUDENT VISA, SECURED VISA, VISA GOLD AND VISA PLATINUM AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR STUDENT VISA, SECURED VISA, VISA GOLD AND VISA PLATINUM CREDIT CARDS, AND/OR OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

## Interest Rate and Interest Charges

<b>Annual Percentage Rate (APR) For Purchases</b>	VISA Platinum: _____% Introductory APR for _____ months. After that, Your APR will be _____%, and will vary with the market based on the Prime Rate.  _____: _____% Introductory APR for _____ months. After that, Your APR will be _____%.
<b>Annual Percentage Rate (APR) For Balance Transfers</b>	VISA Platinum: _____% Introductory APR for _____ months. After that, Your APR will be _____%, and will vary with the market based on the Prime Rate.  _____: _____% Introductory APR for _____ months. After that, Your APR will be _____%.
<b>Annual Percentage Rate (APR) For Cash Advances</b>	VISA Platinum: _____% Introductory APR for _____ months. After that, Your APR will be _____%, and will vary with the market based on the Prime Rate.  _____: _____% Introductory APR for _____ months. After that, Your APR will be _____%.
<b>Penalty APR And When it Applies</b>	Up to <b>18.00%</b>  The APR may be applied if You: 1) Make a late payment; 2) Are otherwise in default under this Agreement.  <b>How Long Will The Penalty APR Apply?</b> If Your APRs are increased for these reasons, for transactions that you make prior to the effective date of the increase, the Penalty Rate will apply until you make the next six consecutive minimum payments when due. For transactions that you make after the effective date of the increase, the Penalty Rate may be applied indefinitely.
<b>Paying Interest</b>	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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

## Fees

<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Foreign Transaction</li> </ul>	_____% of each foreign currency transaction in U.S. dollars. _____% of each U.S. Dollar transaction that occurs in a foreign country.
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Returned Payment</li> <li>Late Payment</li> </ul>	Up to \$ _____ Up to <b>5.00%</b> of the payment due or <b>\$25.00</b> after 10 days (depending on Your state of residence when You applied for credit)

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

**Loss of Introductory APR:** We may end Your introductory APR and apply the Penalty APR if You make a late payment or are otherwise in default.

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

**DEFINITIONS.** In this Agreement, the reference to "We", "Us", "Our" and "Credit Union" mean NUMERICA CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any Student VISA, Secured VISA, VISA Gold or VISA Platinum Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the Student VISA, Secured VISA, VISA Gold or VISA Platinum Credit Card Account established for You under this Agreement. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

**PROMISE TO PAY.** You understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. Your Account may be accessible through a variety of means which could include charge slips, convenience checks, Credit Cards and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

VISA Credit Card Type	Introductory Rate Period	Introductory Daily Periodic Rate <i>For Purchases</i>	Introductory ANNUAL PERCENTAGE RATE <i>For Purchases</i>	Daily Periodic Rate <i>For Purchases (1)</i>	ANNUAL PERCENTAGE RATE <i>For Purchases (1)</i>
_____	_____ to _____	_____ %	_____ %	_____ %	_____ %
VISA Credit Card Type	Introductory Rate Period	Introductory Daily Periodic Rate <i>For Balance Transfers</i>	Introductory ANNUAL PERCENTAGE RATE <i>For Balance Transfers</i>	Daily Periodic Rate <i>For Balance Transfers (1)</i>	ANNUAL PERCENTAGE RATE <i>For Balance Transfers (1)</i>
_____	_____ to _____	_____ %	_____ %	_____ %	_____ %
VISA Credit Card Type	Introductory Rate Period	Introductory Daily Periodic Rate <i>For Cash Advances</i>	Introductory ANNUAL PERCENTAGE RATE <i>For Cash Advances</i>	Daily Periodic Rate <i>For Cash Advances (1)</i>	ANNUAL PERCENTAGE RATE <i>For Cash Advances (1)</i>
_____	_____ to _____	_____ %	_____ %	_____ %	_____ %
(1) This is the rate that will apply upon the expiration of any Introductory Rate period.					

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions or ATMs. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. You understand that whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares and/or collateral offered as security.

**SECURITY.** You acknowledge that You own any certificates, shares and/or collateral pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the certificates, shares and/or collateral being pledged enforceable.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Security" section under the "Truth-in-Lending Disclosure" in any particular Loan Agreement evidencing such debt.

**CONSENSUAL LIEN ON SHARES.** You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a Secured VISA Credit Card, You agree to give Us a specific pledge of shares or certificates which will be equal to Your credit limit. In the event that You default on Your Account, We may apply these shares or certificates toward the repayment of any amount owed on such Account. To be certain that Your entire balance and all advances on Your Account are paid, any shares pledged may not be available to You for 30 days after You have cancelled Your Account.

**LINE OF CREDIT LIMITS.** You will be notified of Your specific Credit Limits for advances which are made under Your Account. Unless You are in default, Your Credit Limit will generally be self-replenishing as You make payments on Your Account.

You will keep Your unpaid balance within Your Credit Limit, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. You may make larger payments without penalty. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States.

Payments will be applied in the following order: (a) any previously billed yet unpaid Finance Charges on cash advances; (b) any previously billed yet unpaid Finance Charges on balance transfers; (c) any previously billed yet unpaid Finance Charges on purchases; (d) any previously billed yet unpaid Finance Charges on cash advances that are subject to a discounted introductory or promotional rate; (e) any previously billed yet unpaid Finance Charges on balance transfers that are subject to a discounted introductory or promotional rate; (f) any previously billed yet unpaid Finance Charges on purchases that are subject to a discounted introductory or promotional rate; (g) any fees owing; (h) the balance for cash advances that are subject to a discounted introductory or promotional rate; (i) the balance for balance transfers that are subject to a discounted introductory or promotional rate; (j) the balance for purchases that are subject to a discounted introductory or promotional rate; (k) the balance for cash advances; (l) the balance for balance transfers; and then to (m) the balance for purchases. As required by law, any amounts paid in excess of the Minimum Monthly Payment will first be

applied to the balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is depleted.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Payments will be an amount equal to 2.50% of Your new unpaid VISA balance at the end of each billing cycle, subject to the lesser of \$25 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

**FINANCE CHARGES.** In the case of any transactions under Your Account, the balances subject to the periodic Finance Charge are the separate average daily transactions balances outstanding during the month (including new transactions).

To get the average daily balance for purchases, We take the beginning balance of purchases for Your Account each day, add any new purchases, payment protection fees, debit adjustments or other charges and subtract any payments, credits and unpaid Fees and Finance Charges that apply to Your balance for purchases. This gives Us the daily balance for purchases. Then, We add up those daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for purchases is computed by multiplying the average daily balance for purchases that is subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

To get the average daily balance for balance transfers, We take the beginning balance of balance transfers for Your Account each day, add any new balance transfers, debit adjustments or other charges and subtract any payments, credits and unpaid Fees and Finance Charges that apply to Your balance for balance transfers. This gives Us the daily balance for balance transfers. Then, We add up those daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for balance transfers is computed by multiplying the average daily balance for balance transfers that is subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

To get the average daily balance for cash advances, We take the beginning balance of cash advances for Your Account each day, add any new cash advances, debit adjustments or other charges and subtract any payments, credits and unpaid Fees and Finance Charges that apply to Your balance for cash advances. This gives Us the daily balance. Then, We add up those daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for cash advances is computed by multiplying the average daily balance for cash advances that is subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

To get the separate average daily balances for any discounted introductory or promotional rate balances applicable to purchases, balance transfers or cash advances, We take the beginning discounted introductory or promotional rate balance for purchases, balance transfers or cash advances for Your Account each day, add any new purchases, balance transfers or cash advances (that are subject to a discounted introductory or promotional rate), debit adjustments or other charges and subtract any payments, credits and unpaid Fees and Finance Charges that apply to those balances. This gives Us the daily balances. Then, We add up those daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for the separate average daily balances for any discounted introductory or promotional rate balances applicable to purchases, balance transfers or cash advances is computed by multiplying each separate average daily balance that is subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

The total Finance Charge for Student VISA, Secured VISA, VISA Gold or VISA Platinum that You will owe for a billing cycle is the sum of the Finance Charges owed on these separate average daily transactions balances outstanding during the month.

You can avoid Finance Charges on purchases by paying the entire balance owed each month by Your payment due date, which will be at least 25 days after Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the date they are posted to Your Account.

**VISA PLATINUM VARIABLE RATE.** Following the expiration of any Introductory Rate period, VISA Platinum advances will be subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the day that any Introductory Rate period expires, and subsequently, on the 25<sup>th</sup> day of each month ("Index") plus Our Margin. The

Margin for the balance for purchases is \_\_\_\_\_, whereas the Margin for the balances for cash advances and balance transfers is \_\_\_\_\_. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the first day of each billing cycle. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never be greater than 18.00% and will apply to Your remaining principal balance.

**LATE CHARGE.** If Your payment is more than 10 days late, You will be charged either: (a) 5.00% of the payment due if at the time of application You are a resident of the State of Idaho (unless Your required minimum payment amount is less than the amount calculated according to this provision, in which case the late charge will equal the amount of the payment past due); or (b) \$25.00 if at the time of application You are a resident of any State other than Idaho (unless Your required minimum payment amount is less than the amount calculated according to this provision, in which case the late charge will equal the amount of the payment past due).

**OTHER FEES AND CHARGES.** We may, at Our option, and to the extent permitted by law, charge the following fees and charges associated with the use of Your Card: (a) a returned check charge for any check (or other negotiable instrument used for payment) used to make a payment on Your Account which is returned unpaid; (b) a replacement fee for a lost Card; (c) a document copy fee for each copy of a sales draft and a fee for each statement copy that You request which is unrelated to a valid billing error dispute; (d) a fee for each sales receipt original that You request; (e) a fee each time Your Card usage is blocked for reasonable cause; and (f) a fee for each pre-authorized payment that You authorize to be charged to Your Account, and subsequently stop payment on. The amount of such other fees and additional charges are set forth in the accompanying pricing document which We have included with and made a part of this Agreement.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will provide You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

**PENALTY RATE.** In the event that Your Account is in default We may, at Our option, and to the extent permitted by law, increase the Annual Percentage Rate applicable to Your Account to the greater of the highest rate applicable to any Credit Card Account We offer or the maximum allowed by law (subject to a maximum in any event of 18.00%).

The increased Annual Percentage Rate will apply indefinitely to any subsequent amounts that are charged to Your Account after the effective date of such increase. In the event that Your Account is more than 60 days past due the increased Annual Percentage Rate may also be applied to the portion of Your balance existing prior to the effective date of the increase. During the six month period following the effective date of an increase that resulted from a delinquency in excess of 60 days, upon receipt of the first six consecutive required minimum periodic payments when due, the rate applicable to the balance of transactions that occurred prior to such increase will be returned to the standard rate that would have otherwise been in effect. Otherwise, the increased Annual Percentage Rate will also apply indefinitely to the portion of Your balance that existed prior to the effective date of the increase.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, unless prohibited by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any collateral.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**ATTORNEY-IN-FACT.** You hereby appoint Us as Your Attorney-In-Fact and You grant Us power(s) of attorney to sign Your name on any document related to Your Account.

**PAYMENT PROTECTION.** Payment protection is not required for any extension of credit under this Agreement. However, You may purchase any payment protection available through Us and have the fees added to Your outstanding Account balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act", and/or "Credit Line Account Advance Request and Security Agreement" which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Credit Line Account Agreement and Disclosure. By signing the Application; by using Your Account or by using any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account Application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account or any particular Feature Category of Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**OWNERSHIP.** All Credit Cards remain Our property and may be cancelled by Us at any time without notice. You agree to surrender the Cards and to discontinue their use immediately upon Our request.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating ATMs. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Credit Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (509) 535-7613 or (800) 433-1837 or by writing to Us at P. O. Box 4000, Spokane Valley, WA 99037-4000.

**REFUSAL TO HONOR CARDS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or electronic terminals to honor the Cards or complete a transaction, or for their retention of the Cards.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, plus a percentage stated in the current fee schedule.

**TRANSACTION SLIPS.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**LOST CARDS.** To report lost or stolen Credit Cards, You will call Us immediately at (509) 535-7613, (800) 433-1837 or (800) 682-6075 or write to Us at P. O. Box 4000, Spokane Valley, WA 99037-4000.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your share account after 6 months.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the state in which You conduct business with the Credit Union to the extent that such laws are not inconsistent with controlling federal law. You agree that the venue of any action brought by any party to this Agreement may, at Our option, be laid in the county in which Our main office is located.

#### **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 Our address shown in this Agreement. 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 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 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 first \$50 of 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 Our address shown in this Agreement.

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.