WELLS FARGO

CONSUMER CREDIT CARD
CUSTOMER AGREEMENT & DISCLOSURE STATEMENT
VISA® OR MASTERCARD®

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Notice to California Cardholders

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

Read Section 35 for important certification before you activate your credit card.
Antes de activar su tarjeta de crédito, lea la sección 35 con respecto a una certificación importante.

重要：使信用卡生效之前，請仔細閱讀第35節中的重要確認書。

중요사항: 신용카드를 사용하기 시작하시기 전에 섹션 35 에 적힌 인증에 관한 중요한 사항을 읽으십시오.

Quan trọng: Xin đọc Mục 35 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 35 para sa mahalagang katibayan bago ninyo iactivate ang inyong credit card.

Your Contract With Us

(1) AGREEMENT. In this Agreement "you" and "your" refer to each cardholder, and "we", "us", the "Bank" and "our" refer to Wells Fargo Bank, National Association. This Customer Agreement and Disclosure Statement includes the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier and any subsequent disclosures, all of which are fully incorporated herein by reference, and constitutes your Agreement with us that covers your credit card account ("Agreement"). If you have a joint account, both of you are bound by this Agreement and each of you is responsible for payment of the entire amount owed to us. You agree that your account with us will be used only for personal, family or household purposes.

(2) ACCEPTANCE OF AGREEMENT. By either using the account or signing, using or accepting the plastic card(s) issued to you by us (your "Card(s)"), you accept the terms and conditions of this Agreement. Whenever the word "Card(s)" is used in this Agreement, it includes the credit card account associated with the Card.

(3) SIGNING YOUR CARD. Each Card issued to you by us must be signed by the person whose name is embossed on the front of the Card. The Card may not be honored by a merchant unless you have signed it. The Card is not transferable; and you may not assign your account or this Agreement to any other party. We may assign your account as well as this Agreement at our sole discretion.

(4) ADDITIONAL CARDHOLDERS OR OTHERS USING THE CARD. If you wish to have an additional Card issued in another person's name, please notify us and we will send you a Card with the name of each authorized person embossed on the front of the Card. If an authorized person has use of your account you are responsible for payment of the entire amount owed to us, including any Purchases or Cash Advances (including related Interest and Fees) made by the authorized person. If an authorized person has use of your account and you want to end the person's privilege, you must recover and return that person's credit card, if any. If you do not recover and return 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. An authorized person is not liable for any Purchase or Cash Advance or related Interest and Fees and other charges made by you or by any other authorized person. Each authorized person's privilege ends automatically upon the death of all liable cardholders. If any person uses the Card without privilege, such use indicates his or her agreement to pay us, and we may, at our

discretion, pursue the person for payment of any Purchase or Cash Advance and related Interest and Fees and other charges they authorize. You agree to notify each authorized person that authorized persons are subject to all applicable sections of this Agreement.

(5) PROMISE TO PAY. When you use your account or permit someone else to use it for a purchase or cash advance (even if we didn't issue a Card in that person's name), you promise to pay us the total amount of the Purchase or Cash Advance. You also promise to pay us any Interest and Fees and other charges that may be due under this Agreement. To the extent permitted by applicable law, you also promise to pay all costs and expenses, including reasonable attorney's fees, that we incur in enforcing this Agreement.

(6) CHANGE OF NAME, ADDRESS, OR TELEPHONE NUMBER(S). You are responsible for promptly notifying us of a change in your name, address (including the e-mail addresses you use for online banking with us and any other e-mail address(es) at which you agree to be contacted), or telephone number(s) (including any wireless telephone number(s)).

(7) CREDIT LIMIT AND USE OF ACCOUNT. Your total credit limit is shown on your card carrier and each of your monthly billing statements. You agree to not use your Card when the use will exceed your total credit limit. You also agree that we are not obligated to extend credit to you for an amount that would make your outstanding balance exceed your total credit limit, or for any amount if your outstanding balance is already over the total credit limit. We can change your credit limit at any time. If we allow you to use your account for more than your limit, you still agree to pay the full amount you owe us. We may decline to honor any transactions, including SUPERCHECKS™ advances, for any reason. You agree that you will not use your account for any transaction that is illegal under any applicable law. We may delay or deny access to your account until you have called to confirm that you have received and activated your Card.

(8) AUTHORIZATIONS. Some transactions on your account will require prior approval. These prior approvals are called "authorizations". We may limit the number of authorizations we will give the account during any certain period of time (day, weekend, week) and we may deny an authorization if we suspect that your account is being used without your permission. If our authorization system is not working fully, we may be unable to give an authorization even though the transaction would not exceed your credit line and your account qualifies for the Standard Rate terms. 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. Transactions at some participating merchants (such as hotels, car rental companies, restaurants and gas stations) may result in authorizations for amounts greater than the actual purchase amount, which will have the effect of making less credit available on your account for several days (usually until the date the actual purchase amount is received from the merchant). We may, but are not required to, authorize transactions that will cause the balance on your account to exceed the credit limit, and you agree that you are liable for any such transactions as well as the associated fees and interest. If you make a transaction that would cause you to exceed your total credit limit we may (1) authorize the transaction without increasing your total credit limit; (2) authorize the transaction without increasing your total credit limit and treat that amount as immediately due, or (3) deny authorization. If the authorization is denied we may notify the person who attempted the transaction that it has been refused. If we authorize a transaction that causes your account to exceed its credit limit, it does not mean that we will do so again in the future. In addition, 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.

(9) SPECIAL FEATURES. You may receive separate information about special features of your Visa or MasterCard account. Your use of such features will be governed both by the terms of this Agreement and by the terms contained in such separate information.

Changes to this Agreement

(10) CHANGE IN TERMS OF YOUR ACCOUNT.We can change or add to any terms of your account at any time. We do not guarantee that the fees and the Annual Percentage Rates (APRs) on this account are for any particular length of time. Future changes will be made in accordance with this Agreement and applicable law. We will provide you with such notice as is required by applicable law. Such changes may apply to the existing balance on your account as well as to future balances in accordance with this Agreement and applicable law. If required by applicable law, we will permit you to reject certain types of changes, by providing us with an opt-out notice and closing your account, and you would then be permitted to repay any balance on the account under the terms in effect prior to the change.

Fees and Interest

(11) PURCHASES AND BALANCE TRANSFERS. You may use your Card, up to your available credit, to buy or lease goods or services wherever the Card is honored. Tax payments (including any fees assessed by an associated agency) will be treated as Purchases. Any fees, other than Cash Advance fees, assessed to the account will also be treated as Purchases. In addition, balance transfers are treated as Purchases. If you engage in a balance transfer transaction involving your Wells Fargo credit card account, a balance transfer fee may be charged. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier or other balance transfer offer for any applicable balance transfer fee. Please note, in accordance with applicable law, we may mail or deliver to you a credit access device that may have different Interest and Fee terms than those stated in this Agreement. If applicable, the Interest and Fee terms will be disclosed prior to your use of the credit access device.

(12) CASH ADVANCES (INCLUDING OVERDRAFT PROTECTION AND SUPERCHECKS ADVANCES). You can get a Cash Advance from your account in a variety of ways, including the following: by presenting your Card at a bank that accepts MasterCard or Visa; by using your Card with your credit card Personal Identification Number (PIN) to obtain cash from any Automated Teller Machine (ATM) which displays any of the logos appearing on your Card; by using any Wells Fargo ATM and Check Card linked to your Card to obtain cash from any ATM which displays any of the logos appearing on your Wells Fargo ATM and Check Card; by using the Wells Fargo Online Banking service or through Customer Service; through Overdraft Protection Advances, if you choose that feature as described more fully below; or by using SUPERCHECKS checks that are issued in connection with this account. For cash withdrawals at ATMs, there may be limits on the amount and frequency of advances you may take. Cash Advances from ATMs may be limited to the following: (1) a total daily withdrawal limit of $500; (2) a maximum

limit of $500 for any single ATM withdrawal; and (3) no more than five ATM withdrawals per day. Withdrawals from non-Wells Fargo ATMs may be subject to additional limits placed on them by the ATM owner. If the ATM owner imposes a surcharge or convenience fee in connection with the withdrawal of cash using your Card, the amount of that fee will be included as part of the total Cash Advance amount.

The following transactions will be treated as Cash Advances:

• Advances from your account using the Wells Fargo Online Banking service or through Customer Service;

• Cash withdrawals from participating ATMs;

• SUPERCHECKS advances;

• Obtaining cash from participating financial institutions nationwide that have agreed with MasterCard and Visa to allow you to use your Card to obtain cash;

• Overdraft Protection advances, if you choose that optional feature;

• Money orders, wire transfers, travelers checks, foreign currency, lottery tickets, casino chips, off-track wagers, other wagers, vouchers redeemable for cash or similar items.

When you obtain a Cash Advance, you agree to pay a Cash Advance Fee, which will be applied to your account when the Cash Advance is posted. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for any Cash Advance Fees applicable to your account.

In addition, each Cash Advance that you obtain will accrue Interest from the date the Cash Advance is posted -- there is no grace period for Cash Advances. We may limit the amount available for Cash Advances to a percentage of your total credit limit.

An Overdraft Protection advance, if you choose this optional feature, is a Cash Advance that is automatically advanced to the checking account linked by you to your Card.

Determining the overdraft advance amount:

• If the checking account linked by you to your Card is a Wells Fargo checking account (including former Wachovia accounts converted to a Wells Fargo account), we will transfer 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 $25.00, we will transfer the available amount.

• If the checking account linked by you to your Card is a Wachovia checking account (including existing Wachovia accounts that have not yet converted to a Wells Fargo account), we will transfer funds sufficient to cover the amount of any overdraft in increments of $100.00.

Please note that Overdraft Protection advances, as well as applicable Interest and Fees, may cause your credit card 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: (1) 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 (2) you expressly consent to us disclosing to any other person on that checking account, that the checking account is linked to this credit card account for Overdraft Protection. We reserve the right to cancel or suspend your Overdraft Protection service at any time in our sole discretion, for any reason. From time to time and at our discretion, we may impose other conditions on the Overdraft Protection service. See the Important Terms of Your Credit Card Account on the enclosed letter/card carrier for any Cash Advance Fee that applies to Overdraft Protection advances, if applicable to your account. As described above, Overdraft Protection advance terms are determined by the location in which you opened the Card and the checking account linked to your Card. Please call 1-800-642-4720 for additional information.

SUPERCHECKS checks are special checks designed to be used with your Wells Fargo credit card account. You can write a SUPERCHECKS check as you would a normal bank check. Except as otherwise stated below, when we receive a SUPERCHECKS check, we will pay it by advancing the amount of the check from your credit card account. You may not write a SUPERCHECKS check as payment on your Wells Fargo credit card balance. We reserve the right to put conditions on the use of SUPERCHECKS checks and to reject, decline and/or return unpaid any SUPERCHECKS check or advance at our discretion. 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 with a merchant regarding property or services that you are unable to resolve with the merchant, you do not have the right to assert against us claims or defenses involving that transaction if you used a SUPERCHECKS check as payment. We cannot guarantee that if you request us to stop payment on a SUPERCHECKS check that we will be able to stop payment. We must receive a stop payment request with enough advance notice to allow us to stop the payment. The Cash Advance Fees set forth in the Important Terms of Your Credit Card Account on the enclosed letter/card carrier will apply to SUPERCHECKS advances. Please note, in accordance with applicable law, we may mail or deliver to you a credit access device that may have different Interest and Fee terms than those stated in this Agreement. If applicable, the Interest and Fee terms will be disclosed prior to your use of the credit access device.

(13) FOREIGN CURRENCY TRANSACTIONS.

MasterCard. If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International Incorporated ("MasterCard") will convert the charge into U.S. dollars using its currency conversion procedure. Currently, the currency conversion rate used by MasterCard for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard for the processing cycle in which the transaction is processed. The currency conversion rate used by MasterCard for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is posted to your billing statement.

Visa. If you engage in a transaction in a currency other than U.S. dollars using a Visa card, then Visa International will convert the charge into a U.S. dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either (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. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is posted to your billing statement.

Bank Fee. For each purchase transaction in a foreign currency that has been converted into a U.S. dollar amount by MasterCard or Visa, we may add a Foreign Currency Conversion Fee to the amount provided to us by MasterCard or Visa. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for any Foreign Currency Conversion Fee applicable to your account.

Point of Sale Conversion. Some merchants outside the United States offer cardholders the option of having card transactions converted to U.S. dollars by Visa or MasterCard, as described above, or by the merchant itself. If the latter option is chosen, the currency conversion rate is determined solely by the merchant involved in the transaction, and no Foreign Currency Conversion Fee is charged by the Bank for the transaction.

(14) ANNUAL MEMBERSHIP FEE. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for any annual membership fee applicable to your account.

(15) OTHER FEES.

(1) If we do not receive at least the required Minimum Payment amount by the Payment Due Date, a late fee may be charged and will continue to be charged in accordance with applicable law. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for the Late Payment Fees applicable to your account.

(2) A returned check or returned payment fee may be charged when a payment check or similar instrument, an electronic debit, or any other form of payment (each a "Payment Method") is not honored, when we must return it because it cannot be processed, or when an electronic debit is returned unpaid. Please note that this fee may be charged if a Payment Method is not honored the first time it is presented for payment, even if it is honored when subsequently presented. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for the Returned Check or Returned Payment Fee applicable to your account.

(3) A fee may be charged, and will be disclosed to you at the time of your request, if our representative makes arrangements over the telephone with you by which you agree to have an expedited payment made to your account either electronically or by us drawing a check on the deposit account you designate for the payment.

(4) To the extent not prohibited by law, if you are in default, you agree to pay our collections costs, attorney's fees and court costs incurred in enforcing our rights under this Agreement.

(5) Additional fees may be charged if agreed between you and us.

We may waive any of the fees in this Agreement at our discretion, however, we reserve the right to begin charging any fee that was previously waived without providing prior notice to you.

(16) RATES. The following is a detailed explanation of how the rates imposed on your account from month to month will be determined.

Introductory / Promotional Rates: If your account is eligible for one or more Introductory Rates, the Important Terms Of Your Credit Card Account you received on the enclosed letter/card carrier describe the duration of any Introductory Rate, the transactions to which the Introductory Rate(s) apply, the Introductory Daily rate(s) and the corresponding **ANNUAL PERCENTAGE RATE**(s) applicable to your account as of the date the account was opened. After the Introductory Rate(s) or any other Promotional Rate(s) (collectively, the "Promotional APR") expire(s), the balance(s) that had been charged the Promotional APR will be subject to the applicable Standard or Standard Variable Rate terms, as described more fully below.

Standard versus Standard Variable Rates: The Important Terms Of Your Credit Card Account on the enclosed letter/card carrier will indicate whether your account is subject to Standard or Standard Variable rates, or a combination of Standard and Standard Variable rates. Please review those disclosures carefully. The terms of those disclosures are incorporated by reference into this Agreement.

Standard Variable Rates: If your account is subject to Standard Variable Rates, the standard periodic rate(s) is a variable rate(s) based on the "Index Rate" plus the applicable "Margin". For each billing period, the "Index Rate" will be equal to 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 (subject to any minimum APRs that may be applicable to your account). If the U.S. Prime Rate is not published or is otherwise unavailable, whether temporarily or permanently, we will select a substitute index that we believe, in our sole discretion, to be similar to the U.S. Prime Rate.

Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for the amount of the "Margin" on Purchases and the "Margin" on Cash Advances as well as the Daily Rates and corresponding **ANNUAL PERCENTAGE RATES** as applicable to your account. This disclosure will also indicate whether there are any minimum APRs applicable to your account. If applicable, the rates for Purchases and Cash Advances will not decrease below the stated minimum APRs regardless of changes to the Index Rate.

The Daily rates are calculated by adding the applicable "Margin" to the Index Rate, and dividing that sum by 365. This calculation produces the Daily Variable Rates. The Daily Variable Rates will increase or decrease as a result of increases or decreases in the Index Rate. An increase or decrease in the Daily Variable Rates may result in an increase or decrease in the amount of your minimum monthly payment. An increase or decrease in the Daily Variable Rates will also increase or decrease the total amount of Interest you pay on your account. If our calculation results in a change to the Daily Variable Rate due to a change in the Index Rate, the new rate will apply as of the first day of your billing period in which we made the calculation. Any changes in the Daily Variable Rates will apply to both existing and future balances on your account, and the Daily Variable Rates will continue to vary even if your account is closed.

Standard Rates: If your account is subject to Standard Rates, the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier will indicate the rate(s) applicable to the type(s) of balances on your account. Please refer to the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for the Standard Daily Rates and corresponding **ANNUAL PERCENTAGE RATES** for Purchases and/or Cash Advances applicable to your account.

Penalty APR and Periodic Account Review: Effective 7/6/2010, the Penalty APR terms will not be applied to accounts subject to Standard or Standard Variable Rate Terms or Promotional APRs. If the Penalty APR was in effect prior to 7/6/2010, it may apply to your account for at least six billing periods. If the Penalty APR applies, the Penalty Daily Variable Rate is calculated by adding the applicable "Margin" to the Index Rate, and dividing that sum by 365. This calculation produces the Daily Variable Penalty Rate. For each billing period, the "Index Rate" will be equal to 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 (subject to any minimum APRs that may be applicable to your account). If the U.S. Prime Rate is not published or is otherwise unavailable, whether temporarily or permanently, we will select a substitute index that we believe, in our sole discretion, to be similar to the U.S. Prime Rate. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for the "Margin" on the Penalty APR as well as the Daily Variable Penalty Rate and the corresponding Penalty **ANNUAL PERCENTAGE RATE** that may be applicable to your account. This disclosure will also indicate whether there is any minimum Penalty APR applicable to your account. If applicable, the Penalty APR will not decrease below the stated minimum APR regardless of changes to the Index Rate. Your Penalty APR was determined by such factors as your relationships with Wells Fargo or risk-based criteria. The Daily Variable Penalty Rate will increase or decrease as a result of increases or decreases in the Index Rate. An increase or decrease in the Daily Variable Penalty Rate may result in an increase or decrease in the amount of your minimum monthly payment. An increase or decrease in the Daily Variable Penalty Rate will also increase or decrease the total amount of Interest you pay on your account. If our calculation results in a change to the Daily Variable Penalty Rate due to a change in the Index Rate, the new rate will apply as of the first day of your billing period in which we made the calculation. Any changes in the Daily Variable Penalty Rate will apply to both existing and future balances on your account, and the Daily Variable Penalty Rate will continue to vary even if your account is closed.

Review Criteria: If your account is subject to the Penalty APR terms then you failed to make a required Minimum Payment within 60 days after the due date for that payment. After you were provided with any notice required by law, the Penalty APR was applied to all transactions and balances on the account (whether Purchases or Cash Advances), including any existing Promotional APRs or other balances. If your account is subject to the Penalty APR terms, you will qualify for reinstatement of the terms that were in effect prior to the Penalty APR if you pay after the effective date of the Penalty APR each of the total payments due on your billing statements by their respective due dates for six consecutive billing periods. If you satisfy these conditions, the Standard Variable Rate, Standard Rate and/or Promotional APR terms (as applicable) will then apply to existing balances and new transactions billed to your account, effective with the first billing cycle after satisfying these conditions.

(17) MINIMUM INTEREST CHARGE. Please see the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier for the Minimum Interest Charge applicable to your account.

(18) CALCULATION OF INTEREST CHARGED

Periodic Interest: For each type of balance on your account (i.e. the Cash Advances balance, the Purchases balance or, if applicable, a Promotional APRs balance), the Periodic Interest is figured by multiplying the Average Daily Balance (ADB) during the billing period by the number of days in the billing period and then multiplying this product by the applicable Daily rate. The Daily rate is calculated by dividing the APR by 365.

Computing the Average Daily Balance: To calculate your ADB each month, we calculate the daily balance for each day in the billing period, add the daily balances together, and divide that total amount by the number of days in the billing period. As noted below, ADBs for Cash Advances, Purchases, Promotional APRs and Prior Terms are calculated separately.

Cash Advances: We calculate the daily balances for Cash Advances by starting with the beginning balance related to Cash Advances (including any unpaid Interest and Fees) on the first day of the billing period. For each day in the billing period, we add the amount of all new Cash Advances made, and except for the first day of each billing period we add an Interest amount equal to the previous day's Cash Advances balance multiplied by the Daily Rate applicable to Cash Advances; we subtract the amount of any payments or credits applied to the Cash Advances balance. Once we have determined all of the daily Cash Advances balances for the billing period in this manner (credit balances are treated as a zero daily balance), we calculate the ADB for Cash Advances as explained above.

Purchases: We calculate the daily balances for Purchases by starting with the beginning balance related to Purchases (including any unpaid Interest and Fees) on the first day of the billing period. For each day in the billing period, we add the amount of all new Purchases made, and except for the first day of each billing period we also add an Interest amount equal to the previous day's Purchases balance multiplied by

the Daily Rate applicable to Purchases; we subtract the amount of any payments or credits applied to the Purchases balance. Once we have determined all of the daily Purchases balances for the billing period in this manner (credit balances are treated as a zero daily balance), we calculate the ADB for Purchases as explained above. If you have paid in full the New Balance from your immediately preceding billing statement by the Payment Due Date shown on that statement, or if that New Balance was zero, then you will not be charged any Interest related to Purchases (other than balance transfers) on your current billing statement.

Promotional APRs or Prior Terms: If applicable, the daily balances for Promotional APRs or Prior Terms are calculated in the same manner as for Cash Advances and Purchases.

When Interest Begins: Interest will accrue from the transaction date until the date we receive payment in full of the total balance on the account. As explained above, Interest is not imposed on the purchases shown on your current billing statement (except for balance transfers that are treated as purchases) if you paid the Previous Balance in full by its Payment Due Date (or if the Previous Balance was zero). In addition, if you pay in full the New Balance from your immediately preceding billing statement by the Payment Due Date then you will not be charged any Interest related to any balance from the previous billing statement date to the date payment is received. For any transaction that occurred in a prior billing period, but which was not posted until the current billing period, we treat the beginning of the current billing period as the transaction date. The amount of any unpaid Fees will be included in the calculation of the ADB starting on the first day of the billing period following the period in which the charge posts to your account.

(19) GRACE PERIOD. If you paid your previous balance in full by its Payment Due Date (or if the previous balance was zero), you will not be charged any Interest related to the new Purchases listed on your current billing statement that you pay by the 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. Although some balance transfers to this account may be treated as Purchases and may be charged the Interest rate applicable to Purchases, these balance transfer transactions will not receive this grace period. Interest will begin to accrue on balance transfers as of the date the balance transfer transaction is posted to your account.

Billing Statements and Payments

(20) STATEMENTS. Each month you have a balance, you will receive a statement showing your New Balance. Your statement also shows the Minimum Payment, the Payment Due Date, and the time of day we must receive your payment.

(21) PAYMENTS. Credits to your account will not affect your Minimum Payment. Except as noted below, your Minimum Payment is the larger of:

(1) the sum of the Fees and Interest billed during the billing cycle for which the Minimum Payment is calculated plus 1% of the New Balance shown on the billing statement; or

(2) $15.00 (or the entire balance on the account if the New Balance is less than $15.00).

In addition, any past due amount is due and payable immediately. If your balance exceeds your credit limit, we also require that you pay the overlimit amount. Please note that in computing your Minimum Payment, we will round-up to the next highest whole dollar amount. In any billing period in which you have a past due amount from a prior billing period, however, we will first use the formula described above, then we will add any past due amount to arrive at the Minimum Payment, which is then rounded-up to the next highest whole dollar amount.

"Conforming Payments" are payments mailed to the payment address designated on your billing statement using the envelope and the payment coupon enclosed with your billing statement or, made via Wells Fargo Online Banking at wellsfargo.com. Conforming Payments received via mail by 5:00 p.m. will be credited as of the date of receipt. Conforming Payments received via mail after 5:00 p.m. local time at the location to which the payment is mailed, will be credited as of the next day. Cut-off times for Conforming Payments made via our Web site will be disclosed at the time of the transaction. "Non-Conforming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Conforming Payments include, but are not limited to, placing the envelope and payment coupon enclosed with your billing statement in another envelope.

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.

Payments must be in U.S. funds and, unless the payment is made electronically, 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. All payments must be drawn on a United States bank. If we choose to accept a payment made in a foreign currency, we will provisionally credit the account in the numerical amount stated on the check. After the check has been submitted for centralized handling of non-domestic checks, the amount that was provisionally credited is reversed, and we will post to the account the amount that was converted to U.S. currency.

We may, at our discretion, withhold a portion of the available credit on this account up to the amount of any payment(s) 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.

- Do not send cash through the mail.

• 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 generally be applied to balances with higher APRs first before balances with lower ones. In all cases, we will apply payments and credits in accordance with applicable law.

Irregular Payments: We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Our acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment. If you intend to pay your account in full with an amount less than the total balance owing on your account, payments must be sent to: Wells Fargo, P.O. Box 5071, Portland, OR 97208-5071. Please note that such payments will not discharge your full debt.

Other Important Information

(22) LOST OR STOLEN CARDS. You agree to notify us immediately if your Card is ever lost or stolen or if unauthorized use may occur. You agree to assist us in determining the facts, circumstances, and other pertinent information relating to any loss, theft, or possible unauthorized use of your Card(s) and to comply with such procedures as we may require in connection with our investigation. If your account qualifies for the Standard Rate terms, we will send you a new Card with a new account number to replace the Card that was lost or stolen. Although you will be issued a new account number, you will not be considered to have opened a new account, and any existing balance will be transferred to the replacement account.

(23) LIABILITY FOR UNAUTHORIZED USE. If you believe that your Card may have been lost or stolen or that your account number may have been used without your authorization, you must notify us immediately at: 1-866-229-6633 or P.O. Box 10347, Des Moines, IA 50306. You will not be held liable for the unauthorized use of your account.

(24) LACK OF RESPONSIBILITY FOR REFUSAL TO HONOR CARD. We are not responsible for the refusal of any merchant, bank, or ATM to honor your Card or SUPERCHECKS checks issued on your account.

(25) DEFAULT / IMMEDIATE REPAYMENT OF BALANCE IN FULL. Your account will be considered in default if any of the following conditions or events occur: (1) You fail to pay a Minimum Payment by the Payment Due Date shown on the monthly statement on which that Minimum Payment was initially billed; (2) Any payment instrument or other method of payment you gave us to pay any amount you owe under the Agreement is dishonored; (3) You made an untrue statement on your application; or (4) You fail to comply with any other terms applicable to your account. If your account is in default, our rights include, but are not limited to, refusing to authorize further transactions on your account, refusing to honor SUPERCHECKS checks written on the account, closing your account and any other credit card accounts with us, requiring that the Card(s) be returned to us, and requiring you to pay the entire outstanding balance on your account, provided that we have given you any applicable notices which may be required by law. We may also raise the periodic rates applicable to your account, as described in the "Rates" section of your Agreement.

(26) REEVALUATION OF CREDIT. 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/or otherwise verify your current credit standing.

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).

(27) CANCELLATION. We may cancel, revoke or suspend your rights under this Agreement and require the return of the Card(s) for any reason, including your default. 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.

(28) 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.

(29) ENFORCEMENT OF RIGHTS. We may waive or delay enforcing any of our rights under this Agreement without losing them. We may waive or delay enforcing any of our rights as to one person under this Agreement without affecting the obligation of any other person. 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 account balance against all liable parties if we were not a party to the decree or agreement.

(30) TELEPHONE MONITORING AND CONTACTING YOU. From time to time we may monitor and record telephone calls regarding your account to assure the quality of our service. You agree, in order for us to service the account or to collect any amounts you may owe, that we may from time to time make calls and /or send e-mails and/or text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including wireless telephone numbers that could result in charges to you, or at any e-mail address you provide to us.

(31) 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 name(s) of those additional cardholder(s). If you fail to make your Minimum Payment on time, it could cause a negative reference on your credit report and the credit report(s) of any additional cardholder(s). 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. From time to time we may obtain follow-up credit reports on you.

(32) LAW GOVERNING THIS AGREEMENT. This Agreement and your account, as well as our rights and duties and your rights and duties regarding this Agreement and your account, will be governed by and interpreted in accordance with the laws of the United States and, to the extent applicable, the laws of the State of South Dakota, regardless of where you may reside or use your account at any time.

Arbitration

(33) 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.

e. California Residents Only. In the event that you are a California resident, this Arbitration Agreement shall apply only to Disputes in which you seek for yourself individually amounts in excess of the jurisdictional limit of Small Claims Court, excluding attorneys' fees and costs.

(34) 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, 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:

- 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.
- 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

Section (35). 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.

Sección (35). ESTA CERTIFICACIÓN ES DE APLICACIÓN SI USTED ELIGE DISCUTIR CON NOSOTROS LOS TÉRMINOS Y CONDICIONES DE SU TARJETA DE CRÉDITO EN ESPAÑOL.

Al firmar, utilizar o de otra manera aceptar su tarjeta de crédito o cuentas relacionadas que le hayamos emitido, usted certifica a Wells Fargo Bank, N.A. (nosotros) que:

• Usted ha recibido y discutido con su intérprete el Contrato del Cliente y Declaración Informativa adjunto, y que se les ha otorgado a usted y su intérprete la oportunidad de discutir y negociar con nosotros los términos y condiciones contenidos en estos documentos adjuntos.

• Su intérprete tiene por lo menos 18 años de edad y domina con fluidez tanto el idioma inglés como el español.

• Usted comprende y conviene en los términos y condiciones contenidos en estos documentos adjuntos, según están escritos.

第35節。

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。

섹션 35 .

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.

Mục 35 .

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 35

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 P.O. Box 10347, Des Moines, IA 50306
1-800-642-4720
Hearing and Speech Impaired Customers, call the TTY number 1-800-419-2265

Pricing Addendum for Wells Fargo Rewards® Visa®

As of 5/21/2011

WELLS FARGO

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	**Prime Rate + 5.9% to Prime Rate + 19.9%**, based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate ("Index 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 ("Index Rate").
Paying Interest	Your due date is at least 25 days after the close of each billing period. 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 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	**None**
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**	**For credit cards opened through Wells Fargo Bank, N.A.:** Before July 1, 2011: Fees for overdraft protection advances will be: $10 if the total of overdraft protection advances for the day is $25.00 or less; $12.50 if the total of overdraft protection advances for the day is $25.01 - $100; $15 if the total of overdraft protection advances for the day is $100.01 - $500; $20 if the total of overdraft protection advances for the day is greater than $500 On or after July 1, 2011: Fees for overdraft protection advances will be: $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. **For credit cards opened through a Wachovia-branded location (including Wachovia stores, Wachovia Online Banking or a Wachovia phone center):** **$10** for each overdraft transaction that posts to your Account.
• **Foreign Currency Conversion**	**3%** of each transaction converted to U.S. dollars
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 month 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 an "Index Rate" to determine your variable APR. For each billing period, the Index Rate will be equal to 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.
- Daily interest rates are calculated by dividing the applicable APR by 365. This calculation produces the Daily Variable Rates. The Daily Variable Rates will increase or decrease as a result of increases or decreases in the Index Rate. An increase or decrease in the Daily Variable Rates may result in an increase or decrease in the amount of your minimum monthly payment. An increase or decrease in the Daily Variable Rates will also increase or decrease the total amount of Interest you pay on your account. See the Customer Agreement and Disclosure Statement for more details.

Variable Interest Rate Calculation	
Index Rate effective as of 5/21/2011	3.25%
Margin added to the Index Rate to determine your APR for purchases	5.9%-19.9%
APR for purchases	9.15% - 23.15%
Margin added to the Index 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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