Account Opening Disclosure – Platinum Rewards Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**0.00%** Introductory APR for the first six months. After that, your APR will be **18.99%**. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**18.99%** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**24.99%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**29.99%** This APR may be applied to your account if your payment is more than 60 days past the Payment Due Date. **How Long Will the Penalty APR Apply?** The Penalty APR will apply until you make six consecutive minimum payments beginning with the payment following the commencement of the Penalty APR. This APR will vary with the market based on the Prime Rate.
Paying Interest	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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore/.**

Fees	
Annual Fee	**None**
Transaction Fees	
• **Balance Transfer**	Either **$5** or **3%** of the amount of each transfer, whichever is greater.
• **Cash Advance**	Either **$10** or **4%** of the amount of each cash advance, whichever is greater.
• **Foreign Transaction**	**3%** of the U.S. Dollar amount of each such transaction.
Penalty Fees	
• **Late Payment**	Up to **$35** (Varies by State. See next page for details.).
• **Over-the-Credit Limit**	Up to **$35** (Varies by State. See next page for details.).
• **Returned Payment**	Up to **$35** (Varies by State. See next page for details.).

How We Will Calculate Your Balance: We will use a method called "average daily balance (including new purchases)." See your Credit Card Agreement for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if your payment is more than 60 days past the Payment Due Date.

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

Continued on next page.

Late Payment fee for Iowa residents is **$20**. For other states the fee is **$25** for the first violation and **$35** for each subsequent violation within the next six billing cycles. If the Late Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

Over-the-Credit Limit fee for Iowa residents is **$15**. For other states the fee is **$25** for the first violation and **$35** for each subsequent violation within the next six billing cycles. If the Over-the-Credit Limit fee is greater than the amount over the credit limit, the fee will be equal to the amount by which you exceed the credit limit.

Returned Payment fee for Iowa residents is **$19.95**. For other states the fee is **$25** for the first violation and **$35** for each subsequent violation within the next six billing cycles. If Returned Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

BANK OF THE WEST
BNP PARIBAS GROUP

CREDIT CARD AGREEMENT

(Personal Accounts)

By requesting or accepting any Standard MasterCard®, Standard Visa®, Platinum MasterCard®, Platinum Visa®, Platinum Rewards MasterCard®, or Platinum Rewards Visa® account (individually or collectively called "Credit Card account" or "Account") with Bank of the West, you agree to be bound by all the terms of this Agreement. In this Agreement, the words "you" or "your" mean everyone who has requested or accepted a Credit Card account with us. The words "we," "us," "our," or "Bank" mean Bank of the West. If you do not accept this Agreement, you must notify us in writing within 5 days after receipt. Use of your card or any feature (including a balance transfer) of your Credit Card Agreement shall constitute acceptance of this Agreement.

1. Use. Your Standard MasterCard, Standard Visa, Platinum MasterCard, Platinum Visa, Platinum Rewards MasterCard, or Platinum Rewards Visa card (individually or collectively called "Card") may be used as a credit card for purchases of goods or services from participating merchants ("Purchases") or to get Cash Advances from us or any other financial institution displaying the "MasterCard" or "Visa" logo, or to purchase certain items such as traveler's cheques, foreign currency, money orders, wire transfers, lottery tickets, and (except as noted below) funds to be used for wagers or gambling (all of which are collectively referred to as "Cash Advances") up to your Credit Limit; provided, however, you may not use your Card (i) to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transactions. Transactions for online or internet gambling will not be approved. If you use your Card for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal or prohibited transactions. You can also obtain a Cash Advance by writing a special MasterCard or Visa check ("Convenience Check"). The Cash Advance will be posted to your Credit Card account when the Convenience Check reaches us. If you stop payment on a Convenience Check, your Credit Card account will be charged $16.00 (or as permitted by law) for each stop payment. We may designate that only a portion of your Credit Limit is available for Cash Advances. In addition, you may request that we pay other creditors on your behalf and transfer approved amounts to your Account ("Balance Transfers").

Your Card may also be used in certain automated terminals to gain access to your Credit Card accounts. We have no responsibility for the failure of any machine, merchant, financial institution, or any other party to honor your Card. Your Card and Credit Card account may be used only for valid and lawful purposes. If you use or allow someone else to use the Card or Credit Card account for any other purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

2. Credit Limit. We will notify you of the Credit Limit for each Credit Card account you have with us. You agree that your total charges, including Purchases, Cash Advances, Balance Transfers, INTEREST CHARGES, and fees that may be due will not exceed your Credit Limit. If you do go over your Credit Limit, you must repay the excess amount immediately, and we may reduce the available Credit Limit of any other Credit Card account you have with us until such time the excess amount is repaid. If you opt-in to receive an Over-the-Credit Limit fee and your balance exceeds the credit limit, we may charge you an Over-the-Credit Limit fee at that time of $25 for the first violation and $35 for each subsequent violation within the next six billing cycles. The Over-the-Credit Limit fee for Iowa residents is $15. If the Over-the-Credit Limit fee is greater than the amount over the credit limit, the fee will be equal to the amount by which you exceed the credit limit. If you do not reduce the balance below the credit limit, we may charge you an additional Over-the-Credit Limit fee in the next two billing cycles. You may cancel this election at any time and no further Over-the-Credit Limit fees will be assessed. You may apply to increase your Credit Limit at any time but we are not obligated to increase your Credit Limit at any time. Furthermore, we reserve the right to lower your Credit Limit at any time. For security reasons, we may limit the number or amount of transactions that may be accomplished with your Card or Credit Card account, and we have the right to limit authorizations to make transactions if we consider it necessary to verify Payments received on your Credit Card account. If we accept a payment from you in excess of your outstanding balance, your available Credit Limit will not be increased by the amount of the overpayment nor will we be required to authorize transactions for an amount in excess of your Credit Limit.

3. Temporary Reduction of Credit Limit. Merchants, such as car rental companies and hotels, may request prior credit approval from us for an estimated amount of your Purchases, even if you ultimately do not pay by credit. If our approval is granted, your available Credit Limit will temporarily be reduced by the amount authorized by us. If you do not ultimately use your Credit Card account to pay for your Purchases or if the actual amount of Purchases posted to your Credit Card account varies from the estimated amount approved by us, it is the responsibility of the merchant, not us, to cancel the prior credit approval based on the estimated amount. The failure of the merchant to cancel a prior credit approval may result in a temporary reduction of your available Credit Limit, but will not increase the amount you owe us under this Agreement.

4. Agreement to Pay. When you use your Card or Credit Card account, or when you permit anyone to use it, you agree to pay the amount of any and all transactions (including any which may have been made in violation of this Agreement), and the INTEREST CHARGES, and fees that may become due as shown on the periodic statement. You agree that we may change or cancel your Credit Card Account at any time without affecting your obligation to pay the amounts that you owe under this Agreement.

5. Periodic Statement. Each month we will send you a periodic statement for each Credit Card account you have with us covering the previous billing period. We may not send you a statement if your balance is zero and there were no transactions during the billing period. The statement will have a "Statement Period Date", "Statement Closing Date" and a "Payment Due Date," and will show, among other things, your "Previous Balance," your "New Balance," and your minimum monthly payment, which will be shown as "Minimum Payment Due."

6. Payment. You must make a payment by the "Payment Due Date." You have two choices: You may pay the entire "New Balance" or you may pay in installments by paying at least the "Minimum Payment Due." When your payment is properly received, we will allocate your payment in a manner we determine except as otherwise required by law. The Minimum Payment is applied first to fees, then to INTEREST CHARGES and finally to principal. We apply the Minimum Payment to balances with lower APRs, including introductory APRs, before balances with higher APRs. Payments made in excess of the Minimum Payment will be applied first to balances with the highest Annual Percentage Rate and then to each successive balance bearing the next highest Annual Percentage Rate.

Payments must be mailed to the BankCard Center address specified in your periodic statement. Payments must reach our BankCard Center during our regular business day in order to be credited on that date. Payments received after the cutoff times of 5:00 p.m. PT are credited as of the following business day. If you make a payment by any means other than mail to our BankCard Center crediting of the payment may be delayed. If you fail to properly make payments, crediting such payments may be delayed. Your total available credit may not be restored for up to 15 days after we receive your payment.

If a payment is returned to us for any reason, we may apply a Returned Payment Fee of $25 for the first violation and $35 for each subsequent violation within the next six billing cycles. The Returned Payment Fee for Iowa residents is $19.95. If the Returned Payment Fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain INTEREST CHARGES on all or a portion of your Credit Card account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and all the terms of the Agreement will resume.

7. Minimum Payment- Late Payment Fee. At least the amount of the "Minimum Payment Due" must be received by us by the "Payment Due Date." If it is not, we may apply a Late Payment fee of $25 for the first violation and $35 for each subsequent violation within the next six billing cycles. The Late Payment fee for Iowa residents is $20. If the Late Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due. If such charge would result in an INTEREST CHARGE greater than the maximum allowed by law, we will only charge the maximum allowable rate. Your Minimum Payment Due will be 3% of the New Balance plus any Over-the-Credit Limit fee and Late Payment fee (with a minimum of the lesser of $25 or your New Balance) and any Over-the-Credit Limit amount and past due amount.

8. How to Avoid Paying Interest on Purchases. There may be different treatment of INTEREST CHARGES for Purchases, Balance Transfers, and Cash Advances, even though they are computed the same way. You may avoid paying an INTEREST CHARGE on Purchases if we receive the entire New Balance by the Payment Due Date. If we do not receive the entire New Balance by the Payment Due Date, the INTEREST CHARGE will be charged on the Purchases from the date of the transaction. INTEREST CHARGES on all other balances, including Cash Advances and Balance Transfers, begin on the transaction date and will be assessed even if your entire New Balance is paid by the Payment Due Date.

9. Computing Your INTEREST CHARGE. We figure the INTEREST CHARGE on each Credit Card account by applying the periodic rate to the "Average Daily Balance" of each Balance Category on the Credit Card account, including current transactions. Balance Categories include Purchases, Balance Transfers, Cash Advances, Introductory Rates and any special rate offers we may make available from time to time. If you are charged interest, the charge will be no less than $1.00 (the minimum interest charge will appear as "Minimum Charge" in the fees section of your statement).

a. **Average Daily Balance.** To obtain the daily balance for each Balance Category we take the beginning balance each day and add new transactions applicable to each category, and subtract any payments, credits, and refunds applied to the category. To figure your Average Daily Balance for each Balance Category, we add all your daily balances and divide by the number of days in the billing period.

b. **Figuring the INTEREST CHARGE.** We compute the INTEREST CHARGE for each Balance Category by multiplying these Average Daily Balances by the applicable Daily Periodic Rate, and then we multiply the result by the number of days in the billing period. To determine the Daily Periodic Rate for each Balance Category, we divide the applicable ANNUAL PERCENTAGE RATE in effect for the billing period by 365 (366 for leap year). The way we get the ANNUAL PERCENTAGE RATE for each Balance Category is described below under "Fixed Rate" and "Variable Rate."

c. **Fixed Rate**. For the first six months ("Introductory Period") your interest rate for Purchases on your Account is equal to 0.00% APR; thereafter, your interest rate for Purchases will apply. There is no introductory rate for Balance Transfers or Cash Advances.

d. **Variable Rate.** The current Annual Percentage Rate for all variable rates is shown on the Account Opening Disclosure which has been provided to you with this Agreement. The Daily Periodic Rate and the corresponding Annual Percentage Rate may change each month on the first day of each of your billing cycles. Each date on which the rate of interest could change is called a "Change Date." Changes will be based on changes in the "Index." The Index is the highest Prime Rate published in the "Money Rates" table of *The Wall Street Journal*. If the Index is no longer available, we will choose a new index which is based upon comparable information and will give you notice of our choice. The Index figure published on the second Tuesday (or on the next business day if the second Tuesday is a holiday) each month is called the "Current Index." Your interest rate for Purchases (after the Introductory Period) and Balance Transfers on your Standard Credit Card account is based on a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 17.74 percentage points. The interest rate for Purchases (after the Introductory Period) and Balance Transfers on your Platinum Rewards Credit Card account is based on a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 15.74 percentage points. The interest rate for Purchases (after the Introductory Period) and Balance Transfers on your Platinum Credit Card account is based on a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 13.74 percentage points. The interest rate for Cash Advances on your Account is based on a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 21.74 percentage points. Immediately before each Change Date we will determine the new interest rate by adding the Rate Spread to the Current Index. The new interest rate will become effective at the start of your first billing cycle after the Change Date. Only one Annual Percentage Rate and Daily Periodic Rate will be in effect for each Balance Category during the billing period. The Annual Percentage Rate will not exceed the maximum rate permitted by law. The effect of any increase in the Annual Percentage Rate and the Daily Periodic Rate would be to increase the amount of INTEREST CHARGE or interest you must pay and thus increase your monthly payments.

10. Transaction Fees. You also agree to pay us the appropriate fees listed below (as permitted by applicable law) which may be amended from time to time by us. You authorize us to charge your Credit Card account for the following fees due to us. Balance Transfer fee: 3.00% of each balance transferred, $5 minimum. Cash Advance fee: 4.00% of each Cash Advance, $10 minimum.

11. Foreign Transaction Fee. Transactions that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars are considered foreign transactions. If you make a transaction in a foreign currency it will be billed to you in U.S. Dollars. The conversion rate to U.S. Dollars will be determined by Visa International or MasterCard International in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a government-mandated rate or (2) a wholesale market rate, whichever is applicable, in effect one day prior to the processing date. We do not determine the currency conversion rate which is used. You agree to pay the converted amount in U.S. funds. In addition, Visa or MasterCard will charge us (the Bank) an international transaction fee, currently equal to one percent (1.00%) of the transaction amount. We will charge you the international transaction fee imposed on us plus an additional two percent (2.00%) of the transaction amount whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars. These two fees will be aggregated and shown as one Foreign Transaction Fee on your statement.

12. Other Fees. As allowed by law, we may charge, and you agree to pay, fees for certain services or requests made by you, such as but not limited to: Automated Teller Machine ("ATM") transactions conducted at machines not operated by us, requests for copies of billing statements, sales drafts,

or other records of your Account, or if you request a replacement card(s). However, we will not charge fees for copies of documents requested for a billing dispute. These fees may change from time to time. We will inform you of the fee(s) that you will incur prior to when the applicable service(s) is(are) provided or when you make the request(s), as applicable. You authorize us to charge your Credit Card account for any such fees that you incur. We reserve the right to waive a fee from time to time but a waiver does not mean we will continue to waive such fee in the future.

13. Default. We may declare the entire balance for all Credit Card accounts due and payable at once with or without notice or demand if any of these events (a "Default") happens:

a. If you miss a payment under this Agreement or any other obligation you owe us; or

b. If you violate any terms of this Agreement.

If you are in Default, we may terminate your Credit Card account, make no more additional loans, and require you to immediately repay the entire unpaid balance of all amounts due on your Credit Card account, including but not limited to all loan amounts, late charges and other charges assessed but not paid, and all of the INTEREST CHARGES accrued but not paid. If we terminate your Credit Card account, your obligation to repay the amounts you already owe us would continue.

At our option, we may also take action short of terminating your Credit Card account. If your required minimum payment (shown on your periodic statement as "Minimum Payment Due") is not received within 60 days of the Payment Due Date, your ANNUAL PERCENTAGE RATE for all balances will be a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 26.74 percentage points (Penalty Rate). You will be provided with a notice 45 days in advance of the effective date of the change in Annual Percentage Rate. Your payments under this Agreement, including the amount of the INTEREST CHARGE, will increase as a result of the increase in your ANNUAL PERCENTAGE RATE, and any such increase in your ANNUAL PERCENTAGE RATE will be shown on your next periodic statement. We will reinstate your Daily Periodic Rate and ANNUAL PERCENTAGE RATE to the rate set forth in this Agreement once you have made at least your Minimum Payment Due for six (6) consecutive billing periods immediately following the effective date of the Penalty Rate. If we take such lesser action initially, we reserve the right to terminate your Credit Card account and accelerate all amounts due under this Agreement regardless of whether any additional events have occurred which would permit termination and acceleration.

14. Automated Terminal Services

a. **Automated Terminals.** You may use your Card in the following automated terminals:

(1) Any Bank of the West automated teller machines.

(2) Any other automated teller machine that is participating in a network and accepts our Card ("Network ATM") and

(3) Any point-of-sale terminal that accepts our Card ("POS terminal").

b. **Services Available at an Automated Terminal**

(1) You may use your Card at a Bank of the West or any Network ATM to:

(a) Get a Cash Advance from your Credit Card account.

(b) Get your Credit Card account balances. These balances may not include some transactions recently made in your Credit Card account. Some of the services described in subparagraphs (a) and (b) may not be available at all Network ATMs.

(c) You may use your Card at a POS terminal to purchase certain merchandise. The amount of your purchase will automatically be charged to your Credit Card account as a Purchase.

c. **Limits of Automated Terminal Services - Cash Advances.** You may get a Cash Advance from a Bank of the West Automated Terminal up to an aggregate amount of $500 each calendar day, provided that this amount does not exceed your Credit Limit. This amount may be less for Cash Advances from Network ATMs.

d. **Card and Secret Code (PIN) Use.** You are responsible for all transactions in which you use your Card in an automated terminal, or the use of the Card by anyone else who uses it with your permission. Security in use of the Card is provided by the secret code, which we will provide you, and the magnetically encoded stripe on the Card. Please keep the Card safe and also protect the secret code. Use the Card and the secret code as instructed at all times. Please notify us of any mechanical or operating failure in connection with the use of your Card. Do not permit anyone else to use your Card and do not disclose your secret code or record it on the Card. The Card remains the property of the Bank and can be revoked and repossessed at any time. You must return it to us when asked.

e. **Fees for Using Automated Terminal Services.** Fees may be charged for transactions made at automated teller machines not operated by us as described in paragraph 12-Other Fees.

15. Lost or Stolen Card; Your Liability for Unauthorized Use. Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

You may be liable for the unauthorized use of your Card as a credit card. You will not be liable for unauthorized use of your Card as a credit card which occurs after you notify us at the telephone number or address stated in paragraph 16, orally or in writing, of loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use of your Card as a credit card will not exceed $50.00.

16. Where to Call or Write. If you believe your Card has been lost or stolen or that someone is using your Card or Credit Card account without your permission, call: 1-800-996-2638 or write to: Bank of the West, BankCard Security Department, P.O. Box 1959, Honolulu, Hawaii 96805.

17. Our Business Days. Our business days are Monday through Friday, except for bank holidays.

18. Credit Investigation and Disclosure. You authorize us, both now and in the future, to check your credit and employment history and to release information about our credit experience with you in response to legitimate credit inquiries. If you believe that we have incorrect information or have reported inaccurate information about you to a credit bureau, please call us at 1-800-996-2638. As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

19. Security Interest. We have no security for any amounts which become due under this Agreement, even though any other agreement you may have with us, such as a mortgage, may provide for such a security interest, unless you have given us a specific security interest in connection with this Agreement, which is described on the Supplement attached to this Agreement.

20. Collection. You promise to pay all collection costs, including, without limitation, mailgram charges, reasonable lawyers' fees and court costs, as permitted by law.

21. If There are More Than One of You. Each of you individually, or all of you together, will be liable under this Agreement. We may collect from or sue any one of you, or make any settlements or extensions with any one of you, without giving up our rights against the other. You understand that any one of you can make Purchases, get Cash Advances, or perform Balance Transfers under this Agreement which will be binding upon all of you.

22. No Waiver of Rights. If we choose to waive any of the terms or conditions of this Agreement on a case-by-case basis, such as by not declaring the entire balance due when the minimum monthly payment has not been made on time, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this Agreement in the future. We are not required to use any particular kind of demand or notice in order to collect amounts due to us under this Agreement. No indulgence or acceptance by us of delinquent or partial payments constitute a waiver of our rights or of any provision of this

Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

23. Changing Terms. We can change, add to, delete or otherwise modify the terms of this Agreement at any time in any way permitted by law. We will send you a notice of change at least 45 days (or as required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing rates, or increasing the maximum credit limit. Except in cases where we are changing terms due to the Minimum Payment Due not being received within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

24. Canceling this Agreement. We have the right to cancel this Agreement at any time by sending a notice to any one of you in writing. You also have the same right to cancel this Agreement at any time by sending us a notice in writing. If this Agreement is canceled by you or us, your obligation is to repay amounts you already owe under this Agreement, and you must return your Card to us or destroy the card. In either case, the account will be closed and you will no longer have access to the account.

25. Governing Law. This Agreement will be governed by the laws of the State of Nebraska, and, as applicable, federal law, regardless of where the transactions are made.

26. Monitoring/Recording Telephone Calls. Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.

27. Severability. All other provisions of this Agreement shall remain in full force even if one or more provisions of this Agreement are held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision.

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:

Bank of the West
BankCard Customer Service Department
P.O. Box 1959
Honolulu, Hawaii 96805

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* [or electronically]. 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:

Bank of the West
BankCard Customer Service Department
P.O. Box 1959
Honolulu, Hawaii 96805

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.

NOTICE FOR WISCONSIN RESIDENTS: Any holder of this Credit Card Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.