F03-M684-3 CP12-102821

Littman Jewelers Gold Preferred
Account Agreement

Dear Accountholder:

This Account Agreement, along with your Application, Account Opening Disclosures and the written materials containing the terms of our agreement with you described in the next paragraph (collectively, the "Agreement"), is your contract concerning the use of your Account. The Agreement contains certain disclosures required by the Federal Truth in Lending Act, along with important information about your Account. We encourage you to read all of the Agreement and keep it for your records. Please feel free to call us with any questions you may have. We look forward to serving you.

ACCOUNT AGREEMENT

This Agreement contains the terms that govern the use of your Littman Jewelers Gold Preferred Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. In addition, any written application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us, or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or other evidence of indebtedness.

Definitions

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statements. In addition, the words *you*, *your*, and *yours* refer to the Accountholder(s) who holds the Account Number and is responsible for the Account, each of whom is individually and jointly obligated under this Agreement. The words *we*, *us*, and *our* refer to Mid America Bank & Trust Company, Dixon, Missouri.

Account: The Littman Jewelers Gold Preferred Account for which you were issued an Account Number and that is subject to all of the terms and conditions of this Agreement.

Account Number: The Account Number issued by us that you may use to make Purchases from Retailer. Use of your Account Number to obtain credit will be considered a use of the Account.

Accountholder: The person to whom an Account Number is issued, or who has agreed to pay obligations arising from an Account Number issued to another person.

Billing Cycle: The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

Card: Any Littman Jewelers Gold Preferred branded Card issued by us that you may use to purchase goods or services from Retailer. Use of your Card to obtain credit will be considered use of the Account.

Closing Date: The date of the last day of a Billing Cycle.

Credit Line: The maximum amount of credit available to you on your Account. Your Account Credit Line will be disclosed to you on the monthly statements.

New Balance: The total outstanding Account balance on the Closing Date specified in your monthly statement.

Previous Balance: The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on the previous monthly statement.

Purchase: An extension of credit to your Account for the purpose of purchasing goods or services from Retailer.

Purchase Balance: The total outstanding balance of Purchases and interest charges, excluding amounts included in the Regular Balance.

Regular Balance: The total outstanding balance of all amounts other than Purchases and interest charges, but includes interest charge amounts that would have accrued during a deferred interest promotion period and are added to the Account because a deferred interest promotion balance was not paid in full when the deferred interest promotion period ended, and any subsequent interest charges accrued on such amounts.

Retailer: Any participating Fred Meyer Jewelers or Littman Jewelers retail stores located in the U.S.

USING YOUR ACCOUNT

Purchases

You may use your Account to purchase goods or services from Retailer. You promise to pay us and are liable for all amounts resulting from the authorized use of your Account Number or Account, plus any applicable interest charges and other applicable charges or fees, payable in U.S. dollars.

Your Credit Line

You may not use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Line or if your Account is delinquent. We may temporarily agree to allow you to exceed your Credit Line; however, in that case, you must repay the excess amount according to the terms of this Agreement. Any transactions honored in excess of your Credit Line will not result in an increase of your Credit Line.

MAKING PAYMENTS

Monthly Statements

We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of $1 or more, a balance on which an interest charge has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account or the amounts owing under your Account, in U.S. dollars according to all terms and conditions of this Agreement. Payments made by a check, money order or other negotiable instrument must be in a form acceptable to us and drawn on a U.S. financial institution.

Monthly Minimum Payment

Each Purchase transaction will have a fixed minimum payment amount determined based on the following schedule:

Purchase Transaction Amount	Fixed Minimum Payment Amount
Up to $500	$25
$500.01 to $1000	$50
$1000.01 to $1500	$75
$1500.01 to $2000	$100
$2000.01 to $2500	$125
$2500.01 to $3000	$150
$3000.01 to $3500	$175
$3500.01 to $4000	$200
$4000.01 to $4500	$225
$4500.01 to $5000	$250

Your monthly minimum payment due will be the greater of:

1. $25; or
2. the sum of:
   i. the sum of the fixed minimum payment amounts applicable to each of your Purchase transactions, and
   ii. 5% of your Regular Balance.

Your monthly minimum payment due also will include any past due amount or any amount by which the New Balance exceeds your Credit Line, whichever of these two is greater. Your monthly minimum payment due will never exceed your New Balance.

If you elect not to pay your New Balance in full, you must pay at least the monthly minimum payment due by the payment due date shown on your monthly statement, which is at least 25 days after the Closing Date of the Billing Cycle.

Payments should be mailed with the payment coupon and in the envelope provided and following the other instructions on the monthly statement to Bankcard Services, P.O. Box 84049, Columbus, Georgia 31908-4049. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or any time on a non-banking day, we will credit it to your Account the next banking day. Please allow at least seven (7) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur Late Payment Fees and additional interest charges, and may result in your Account being declared in default.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

At any time you may pay part or all of the full amount you owe without incurring any additional charge for prepayment. The amount of any payment that exceeds your total New Balance will be applied as a credit to your Account, and any remaining credit balance will be refunded as required by law.

Credit availability may be delayed at our sole discretion to ensure payment in good funds, and your total Credit Line may not reflect your payments for up to 14 days.

Application of Payments

For each Billing Cycle, payments up to the amount of your monthly minimum payment due will be allocated to charges and principal due (including new transactions) in any way we determine. We will generally apply payments up to the amount of your monthly minimum payment due in a manner most favorable or convenient for us.

For each Billing Cycle, to the extent your payments exceed the amount of your monthly minimum payment, we will apply these excess amounts in the order required by applicable law. However, during the last two Billing Cycles in which a Promotion Period Balance that is still subject to a promotion remains outstanding, we will apply these excess amounts to the Promotion Period Balance.

Security Interest

If we now, or in the future, hold any title, pledge or security interest in any of your property other than your principal residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

DEFERRED INTEREST PROMOTIONS

Periodically, we may offer deferred interest promotions on qualifying new purchase transactions ("deferred interest promotion balances"). Details of the terms applicable to the deferred interest promotions will be provided with the offer. Deferred interest promotions will be governed by such terms of the offer and the Account Agreement.

A deferred interest promotion may apply for a limited period of time ("promotion period"). During a promotion period, interest charges will not accrue on the deferred interest promotion balance if you pay such balance in full by the end of the promotion period.

The terms of the deferred interest promotion will end when one or more of the following events occurs: (1) the promotion period expires, or (2) your account becomes more than 180 days past due, or (3) your account is charged off for any reason. All deferred interest promotion offers will require a monthly minimum payment. When the terms of the deferred interest promotion end, if the deferred interest promotion balance is not paid in full, we will add an interest charge amount equal to the interest charges that would have accrued if no deferred interest promotion was in effect on the deferred interest promotion balance for all prior billing cycles.

The monthly statement we send to you each month will help you keep track of your deferred interest promotion(s) and their promotion period(s).

HOW INTEREST CHARGES ARE DETERMINED

Calculating the Purchase Balance subject to Interest Charges

Your interest charge for any Billing Cycle will include periodic interest charge amounts computed by applying the applicable Daily Periodic Rate, determined as provided below under "The Purchase Balance Daily Periodic Rate and Corresponding Annual Percentage Rate (APR)", to your Average Daily Balance (including new Purchases), determined as provided below under "Average Daily Balance (including new Purchases)", and multiplying the resulting number by the number of days in the Billing Cycle.

When Interest Charges Begin to Accrue

Interest charges will be imposed at the applicable Daily Periodic Rate from the date each Purchase transaction is posted to your Account, and will continue to accrue on unpaid balances as long as they remain unpaid.

Average Daily Balance (including new Purchases)

To get the Average Daily Balance, we take the beginning Purchase Balance of your Account each day in the Billing Cycle, including unpaid interest charges, add any new Purchases, and subtract the applicable portion of any payments and credits. This gives us the daily balance. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance.

The Purchase Balance Daily Periodic Rate and Corresponding Annual Percentage Rate (APR)

The Daily Periodic Rate that applies to your Account is 0.0794% and the corresponding Annual Percentage Rate is 28.99%.

OTHER FEES

In addition to interest charges, other fees may be applied to your Account, as set forth below. The amounts of these fees may change from time to time during the term of your Account.

Late Payment Fee

If we do not receive your monthly minimum payment due by the Closing Date of the Billing Cycle in which the Payment Due Date occurs and the amount past due on your Account is more than $5, we will apply a Late Payment Fee to your Account. The Late Payment Fee is $25 if you were not charged a Late Payment Fee during any of the prior six billing periods. Otherwise, the Late Payment Fee is $35. The Late Payment Fee will never exceed the amount of your most recently required monthly minimum payment.

Returned Payment Fee

If any payment on your Account is returned to us unpaid for any reason, we will apply a Returned Payment Fee to your Account. The Returned Payment Fee is $25 if you were not charged a Returned Payment Fee during any of the prior six billing periods. Otherwise, the Returned Payment Fee is $35. The Returned Payment Fee will never exceed the monthly minimum payment.

Documentation Fee

You may request a copy of a monthly statement previously sent to you for a Documentation Fee of $3 per statement, which will be applied to your Account. Copies of sales tickets or other items posted to your Account may be obtained for a Documentation Fee of $10 per sales ticket or other item, which will be applied to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under "Your Billing Rights - Keep This Notice for Future Use").

LOST ACCOUNT NUMBER AND UNAUTHORIZED USE

If your Account Number is lost or stolen or used without your consent, you may be liable for the unauthorized use of your Account, but you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use at: Bankcard Services, P.O. Box 4477, Beaverton, OR 97076-4477, 1-888-260-4532. In any case, your liability will not exceed $50.

OUR RIGHTS, AND HOW THEY AFFECT YOU

Telephone Monitoring and Recording

You consent and agree that, from time to time, except as restricted by applicable law, we may monitor or record telephone calls regarding your Account, suppress caller identification services and use an automated dialing and announcing system. If you provide us with a cellular phone number either as part of your Application, or at any time thereafter, including, without limitation, after your Account is in a default status, you are expressly consenting that we and our agents may (i) contact you at that number including by text message, and (ii) use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

We or our representatives may contact you from time to time regarding the Account, or to ask for additional information about you or your experience with us. You agree that such contacts are not unsolicited and may include contacts at your home or place of employment, during weekdays, weekends or holidays, on your mobile telephone, voicemail or answering machine, or by email, fax, recorded message, text message or personal visit.

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Email

If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account. If, at any time, you would like to limit the types of communications you receive from us by email, please contact us at Bankcard Services, P.O. Box 4477, Beaverton, OR 97076-4477, 1-866-304-3280 or, if you receive an email from us, you can select the "unsubscribe" link that is located in every email.

Refunds

If Retailer agrees to give a refund, you will accept a credit on your Account instead of a cash refund.

No Waiver of Rights; Disputed Amounts

We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicated that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Bankcard Services, P.O. Box 4499, Beaverton, OR 97076-4499.

Credit Reports and Information

You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate to extend you credit or collect amounts owed to us on your Account. We (including any assignee of the Account or amounts owing under the Account) may also obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your Account and considering you for new offers and programs.

Notice of Inaccurate Information

If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Bankcard Services, P.O. Box 4499, Beaverton, OR 97076-4499.

Default and Collection

Unless prohibited by applicable law, your Account is considered to be in default if (1) you fail to make the required monthly minimum payment due on or before its payment due date, including if your payment is returned or cannot be processed and you do not correct that failure within 31 days, (2) you try to exceed or do exceed your Credit Line without permission and do not bring your Account back under your Credit Line within 31 days, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive default. Default on this Account will constitute default on all accounts you hold with us.

Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. You agree to pay our reasonable costs and attorneys' fees and expenses related to the collection of your Account to the extent permitted by applicable laws.

Change of Terms

Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. If required by applicable law, we will mail written notice of such a change to you in the manner required by such law. As of the effective date, the changed or new terms will apply to new Purchases and to the outstanding balance of your Account, subject to the limitations of applicable law.

Delay in Enforcement

We can delay enforcing our rights under this Agreement without losing them.

OTHER PROVISIONS

Ownership and Use of Your Account

As the Accountholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Account Number, you are liable for any credit obtained on your Account for as long as that person holds or uses the Account Number. Misuse of your Account by an authorized person will not be considered unauthorized use. See "Lost Account Numbers and Unauthorized Use" above.

Transactions

You will retain for statement verification purchases your copy of each Purchase transaction receipt from Retailer.

Refunds for Goods and Services

Refunds for goods and services are governed by Retailer. Any refunds for goods or services purchased from Retailer through an extension of credit on your Account will be issued as a credit adjustment to your Account. When we are notified by Retailer of any refund amount, we will subtract an amount equal to the refund amount from your Account. However, the fixed minimum payment amount attributable to the related Purchase transaction amount will continue to be included in your monthly minimum payment. If a refund amount results in a credit balance on your Account, we will refund your credit balance.

Transfer and Termination of Your Account

You may not transfer your Account to any other person. We may assign your Account or amounts owing under your Account to any other person at any time and the assignee will take our place under the Agreement with respect to all agreements and interests transferred. You must pay the assignee and otherwise perform your obligations under the assigned agreements and interests. Either you or we may terminate or suspend your credit privileges at any time, with or without cause and with or without advance notice. However, you will remain liable for all charges until they are paid in full. You may cancel your Account at any time by writing to us at Bankcard Services, P.O. Box 4477, Beaverton, OR 97076-4477. If you have a joint Account and want to remove one of the names from the Account, we must receive a written request signed by both of the Accountholders on the Account. No party is released from the obligation for the balance owing on a joint Account, unless we agree to the arrangements in writing. You may have to re-apply for an individual Account when you request a change from a joint Account to an individual Account.

Additional Benefits and Services

From time to time, we may offer you benefits and services with your Account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration of Disputes section below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. Except as required by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

Honoring Your Account

We are not liable for the failure or refusal of Retailer to accept your Account Number. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of daily transactions approved for security reasons.

Change of Address, Employment and Telephone

We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to promptly advise us if you change your mailing address, place of employment, or telephone number.

Severability

In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

Entire Agreement; Interpretation

This Agreement (including the other documents incorporated herein by reference as discussed above) constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

Governing Law

This Agreement and your Account, and all aspects of the relationship between you and us, are governed by and construed in accordance with federal law and, to the extent that state law applies, the laws of the State of Missouri.

Arbitration of Disputes

Except as expressly provided below, any controversy that arises out of or is related to (a) this Agreement (including without limitation, any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account (including prior agreements) or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds $15,000 including interest and attorneys' fees (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). This is also binding on any successor or transferee of your Account.

Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and we acknowledge and agree that the transactions contemplated by this Agreement, and any controversy that may arise under or relate to this Agreement, your Account, or the services or other agreements described above, involve "commerce" as that term is defined and used in the FAA.

The arbitration will be administered by the American Arbitration Association (the "AAA") under its rules in effect at the time an arbitration is commenced that are applicable to the resolution of consumer disputes (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. In addition, if you ask us in writing, we will consider your request to pay any or all of your costs of arbitration.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims–Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us, and the arbitrator will have no power to consider any such Claims by or on behalf of other persons.

This Agreement does not limit the right of you or us whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This Agreement to arbitrate disputes will survive the closing of your Account and the termination of your Agreement with us.

If any provision of this Section regarding arbitration of disputes shall be deemed to be unenforceable, the remainder of this Section shall be given full force and effect. However, if the provision precluding class Claims in arbitration is deemed unenforceable, then this entire Arbitration Agreement shall be void and of no force and effect.

Please read this arbitration agreement carefully. It limits or waives certain of your rights. With respect to Claims that you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action and to have a jury trial. There will be no class Claims in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.

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 Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please write to us at: Bankcard Services, P.O. Box 4499, Beaverton, OR 97076-4499.

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 three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Line.

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 then 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 Account Purchases

If you are dissatisfied with the goods or services that you have purchased with your Account, 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 Account for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your 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: Bankcard Services, P.O. Box 4499, Beaverton, OR 97076-4499.

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.

Your Littman Jewelers Gold Preferred Account is issued by:

Mid America Bank & Trust Company
216 West 2nd Street
Dixon, MO 65459