

Diners Club[®] Credit Card Cardmember Agreement



Diners Club
INTERNATIONAL[®]

Cardmember Agreement

This document and the card carrier that is sent with the card together make up your Card Agreement and throughout this document are referred to as **Agreement** or **Card Agreement**. The card carrier contains important account information, including your annual percentage rates and **Facts about Interest and Fees**. Please read and keep these documents for your records. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

To simplify this Agreement for you, the following definitions will apply. The words **you, your,** and **yours** mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we address billing statements. The word **card** means one or more cards we issue that allows you or an authorized user to obtain credit under this Agreement. It also means any other access device that allows you or an authorized user to obtain credit, including your account number. The words **we, us,** and **our** mean BMO Harris Bank N.A., the issuer of your account. The words **authorized user** mean any person to whom you give permission to use your account.

Disclosures for Active Duty Members of the Military and their Dependents

The following applies to members of the military and their dependents if, at the time you establish a covered account, you are an active duty member of the military or you are a dependent of an active duty member of the military (as set forth in the Military Lending Act, 10 U.S.C. 987, and its implementing regulations).

The Arbitration Provision of this Agreement does not apply to individuals covered by this section.

Using Your Account and Your Credit Line

The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

Your card can be used to buy or lease goods or services wherever the card is honored. Your account has a credit limit. The full amount of the credit limit is available to use where the card is honored. Subject to applicable law, we may reduce your credit limit at any time.

Your account may also include a cash limit, which will be a percentage of and subject to your credit limit. With the Club Cash® feature, your card can be used for cash advances through any bank or automated teller machine that accepts the card subject to your cash limit. We may reduce your cash limit at any time, and we may limit the frequency and amount of cash withdrawals you may make in any time period.

We will notify you of any new credit or cash limit either by sending you a notice or through your billing statement. A change to your cash or credit limits may take effect before you receive notification from us. You should always keep your total balance below the credit limit. However, if the total due goes over your credit limit you must still pay us.

Additional Cards

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Billing

Your billing statement shows the New Balance, any interest charges or fees imposed during the billing cycle, the minimum payment, and the payment due date. It also shows your current credit limit; an itemized list of current charges, payments and credits; an interest charge summary; and other important information. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending billing statements, unless otherwise prohibited by applicable law. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

Automatic Billing Updater Service

We participate in the Mastercard® Automatic Billing Updater (ABU) service. When your card number or expiration date is updated, or your account is closed, we will provide the updated card information to merchants who participate in ABU with whom you have automatic billing arrangements (such as telephone, cable companies, insurance and health clubs). Since not all merchants participate in ABU, you should notify each merchant with whom you have automatic billing arrangements of the updated card information to ensure your payments are not interrupted. If you do not want us to provide your card updates through ABU, please call the customer service number on the back of your credit card and allow 60 days for your opt out to take effect.

How We Determine the Balance

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases or cash advances and subtract any credits or payments credited as of that billing period. We then add the appropriate Interest charges and fees and make other applicable adjustments.

Annual Percentage Rates for Purchases and Cash Advances

Your annual percentage rates and the corresponding daily periodic rates appear on the **Facts about Interest and Fees** table. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not an annual percentage rate is based on the U.S. Prime Rate plus a margin is indicated on the **Facts about Interest and Fees** table. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change.

Variable Annual Percentage Rates for Purchases and Cash Advances

The APR will vary with the market based on the Prime Rate. If any annual percentage rate is based on the U.S. Prime Rate plus a margin, we will calculate the rate for each billing period by adding the applicable margin that appears on the **Facts about Interest and Fees** table to the U.S. Prime Rate published in The Wall Street Journal on the last day of each month. If the Wall Street Journal is not published on that day we will use the rate published in the immediately preceding edition. Any increase or decrease in a variable annual percentage rate due to a change in the U.S. Prime Rate takes effect as of the first day of the following billing period. If The Wall Street Journal ceases publication or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. When a change in an applicable variable annual percentage rate takes effect we will apply it to any existing balances, subject to any promotional rate that may apply.

An increase in the variable annual percentage rate means you will incur a higher interest charge, and perhaps a higher minimum payment.

Promotional Rate and Fee Offers

At our discretion, we may offer you a promotional annual percentage rate for all or a part of any balances. We may also offer you a promotional fee. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate or fee, the corresponding periodic rates, and the period of time during which it is in effect will appear on the offer or card carrier. Any promotional rate or fee offer will be subject to the terms of the offer and this Agreement.

Interest Charges

Interest charges for purchases and cash advances will begin to accrue from the date the transaction is added to the daily balance, as described below, and continue to accrue until payment in full is credited to your account. In order to be eligible for a grace period and to avoid paying additional interest charges on purchases, you must pay the total New Balance listed on the last billing statement by the payment due date on that statement.

We will calculate interest charges as follows

The Balance Subject to Interest Rate on the billing statement is the average daily balance of your account. We calculate the average

daily balance on your account in two categories: purchases and cash advances.

- Purchases: We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any such interest charges and subtract any payments or credits. We do not add in any new purchases. This gives us the daily balance. Then, we add all the 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.” This method of calculating the balance subject to interest charge and the periodic rate interest charges results in daily compounding of interest charges.
- Cash advances: We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”
- We add a new purchase to the appropriate purchase balance as of the Transaction date shown on your billing statement.
- We add a new cash advance to the appropriate purchase or advance balance as of the Post date shown on your billing statement. The Post date is the date we receive your request for the cash advance.

Transaction Fee for Club Cash® Advances

You have obtained a cash advance for which we assess a cash advance transaction fee if you obtain funds from an automated teller machine (ATM), through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler’s check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. For each cash advance, we may add an additional fee in the amount printed in **Facts About Interest and Fees**. The amount of the cash advance may include a surcharge that the ATM owner imposes.

Minimum Interest Charge

If interest charges based on periodic rates are being added to your account, but the total of such interest charges for purchases and cash advances is less than \$.50, we assess a minimum **INTEREST CHARGE**, of \$.50. We add the amount to the feature that is being assessed an interest charge. If more than one feature is assessed an interest charge, we may add the minimum interest charge to any such feature at our discretion.

Credit Balance

You may not maintain a credit balance on your account in excess of your credit limit. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than six months. You may request a refund of a credit balance at any time.

We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Transaction Fee for Purchases Made in Foreign Currencies

For each purchase made in a foreign currency, we may add to your account a transaction fee in the amount printed in **Facts About Interest and Fees**.

Information on Foreign Currency Conversion Procedures

You can make transactions in currencies other than U.S. dollars. If you do, Mastercard will convert the amount of the transaction to U.S. dollars. Mastercard uses either (1) a rate Mastercard selects from the range of rates available in wholesale currency markets for the applicable central processing date, or (2) a rate set by a government for the applicable central processing date. The conversion rate may be different from the published rate in effect on the day that you made the transaction or that we posted the transaction to your Account. If a transaction is converted by a third party prior to that transaction being processed, the foreign currency conversion rate will be the rate selected by that third party.

Minimum Payment

Each month you must make a Minimum Payment that is calculated as follows. First, we begin with the greater of any amount that is past due or any amount in excess of your credit limit. Second, we add the largest of the following:

- The New Balance on the billing statement if it is less than \$20;
- \$20 if the New Balance is at least \$20;
- 1% of (your New Balance less any new interest charges and any new Late Fee) plus the amount of your billed interest charges and any applicable late fee; we then round this number down to the nearest dollar; or
- 1.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Payment will never exceed your New Balance. In calculating the Minimum Payment, we may subtract from the New Balance certain fees added to your account during the billing period.

Payments

You must pay at least the Total Minimum Payment Due shown on each statement by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. Unless otherwise required by applicable law, we will allocate the amount equal to your Total Minimum Payment Due and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. For any payment amount over the Total Minimum Payment Due, we will allocate such amounts to pay off balances at high periodic rates before paying off balances at lower periodic rates. The sooner you pay the New Balance, the less you will pay in interest charges. We may also allow you to skip a payment. If we do, we will notify

you. If you choose to skip a payment when offered, we will continue to assess interest charges.

Instructions for making payments are on your billing statement. In order to be credited as of a particular day, your payment must be received in the form specified, and by the hour specified, in those instructions. Although we credit your payments as described on your billing statement, we may not make credit available on your Account in the amount of your payment right away. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them.

Optional Payment Service

Online Payments. You may pay your account online or you may request to make your payment by phone using our optional telephone payment service. Subject to applicable law, each time a representative of ours helps expedite your payment, you agree to pay us \$14.95. Our representatives are trained to tell you this amount if you decide to use this optional telephone payment service.

In-Branch Payments. If you have a Diners Club branded card, you may deliver your payment during normal business hours to a Customer Service Representative at any bank branch identified by the BMO Harris name, brand or logo. We will credit such payments on the day we receive them.

Late Fee

We will add a late fee to the standard purchase balance for each billing period you fail to pay, by its due date, the Minimum Payment. The late fee that applies to your account is the amount printed in **Facts About Interest and Fees**. The fee will not exceed the amount permitted by applicable law.

Returned Payment Fee

We may add a fee up to the amount printed in **Facts About Interest and Fees** when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we may assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. The fee will not exceed the amount permitted by applicable law.

Fees Disclosed at Time of Request

Unless prohibited by law, we also may charge you other fees from

time to time. If a fee applies to your account, we will tell you the amount of the fee at the time you request the service.

Some fees that may apply to your account include:

1. A **Replacement Card Fee** if you request a replacement card;
2. An **Expedited Delivery Fee** (in addition to any other applicable fees) if you ask us to send a card by expedited delivery;
3. A **Dual Statement Fee** if you ask us to send your Statements in both paper and electronic form;
4. A **Document Fee** if you ask us to provide copies of documents, such as sales slips and receipts; and
5. An **Expedited Payment Fee** if a representative of ours helps expedite your payment.

Lost or Stolen Cards or Account Numbers

If any card or account number is lost or stolen, or if you think someone used or may use them without your permission, notify us at once by calling the Customer Service telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our investigation. Don't use the card or account number after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default

You default under this Agreement if you fail to pay, by its due date, the Total Minimum Payment Due listed on each billing statement; file for bankruptcy; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; or default under any other Card Agreement that you have with us. If you default, we may, subject to applicable law, close your account and demand immediate payment of the total balance. For residents of New Hampshire: Reasonable attorneys' fees will be rewarded to you if you prevail in any action or suit brought by BMO Harris Bank N.A. Also, if you successfully assert a partial defense or counterclaim to an action brought by BMO Harris Bank N.A., the court may withhold from BMO Harris Bank N.A. the entire amount or such portion of the attorneys' fees as the court considers equitable.

Preauthorized Charges

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Collection Costs

If we refer collection of your account to a lawyer who is not our salaried employee, to the extent not prohibited by applicable law, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action.

ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate

Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

- **What Claims are subject to arbitration?** All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it

to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

- **How does a party initiate arbitration?** The party filing arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

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

JAMS
800-352-5267 Website: www.jamsadr.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?**
A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and

shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.
- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. 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 names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit limit increase). If you wish to know the names of the agencies we have contacted, write us at the Customer Service address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice. If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them. As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Consent to Telephone Calls and Monitoring

You authorize us (which includes, for the purposes of this paragraph, our agents and representatives) to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, email and text messaging systems in order to provide you with information regarding your account, including information about missed payments, the suspected misuse of your card, or general servicing items. You authorize us to make such contacts using any telephone numbers (including wireless, landline and Voice Over Internet Protocol numbers) you have supplied or will supply to us in connection with your account or any other account you may have or will establish with us. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You expressly authorize us to monitor and record your calls with us. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us and that you will notify us if this is no longer true as to any such telephone number or email address.

Closing Your Account

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the total balance

according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason not prohibited by applicable law without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

Refusal of the Card

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement

We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. Changing terms includes adding, replacing, or deleting provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate, or minimum payment to increase, we will mail you written notice, subject to applicable law, or at least 45 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing prior to the effective date of the change and pay us the total balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms.

Enforcing this Agreement

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment

We may assign any or all of our rights and obligations under this Agreement to a third party.

Applicable Law

The terms and enforcement of this Agreement shall be governed by federal law and the law of Illinois, where we are located. This Agreement and your account are governed by, to the extent that state law applies, the law of Illinois without regard to its conflict of law principles. Further, this Agreement is made in Illinois and credit is extended to you from Illinois, regardless of where you live or use your account.

For Maryland residents only, to the extent federal law and the laws of the State of Illinois do not apply, this Agreement is

governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.

New Jersey Residents

Because certain provisions of this Agreement are subject to governing law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions are void, unenforceable or inapplicable with New Jersey.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act

What To Do If You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call 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 revolving 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 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 the address for billing inquiries and correspondence shown on the front of your statement.

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.

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