

## CARD AGREEMENT

This Card Agreement (**Agreement**) is your contract with us. The **Credit Card Disclosures** are part of this Agreement. The **Credit Card Disclosures** show important information about your Account, such as your Annual Percentage Rates and certain fees. Any amendments to this Agreement also are part of this Agreement. **Please read all parts of this Agreement, including the arbitration provision, and keep it for your records.**

### DEFINITIONS

**Account** — Your credit card account.

**Adjusted New Balance** — The New Balance, minus any balance subject to the Promotion Calculation.

**Annual Percentage Rate (APR)** — A rate, shown as a percentage, used to calculate interest on the balance on your Account.

**Authorized User** — Any person you allow to use your Account after you give us that person's name as an authorized user.

**Balance Transfer** — Use of a balance transfer offer, including use of a "balance transfer" convenience check that accesses your Account for any Transaction or the transfer of a balance from another credit account to your Account.

**Billing Cycle** — The period of time between each date when we create a billing statement for your Account. For each Billing Cycle, your billing statement will show any Transactions, other charges, payments and other credits posted during that Billing Cycle.

**Business Day** — Monday through Friday, excluding federal holidays.

**Card** — One or more cards or other devices (including an Account number) used to access your Account to obtain credit.

**Card Networks** — Organizations, such as Mastercard, Visa and American Express that facilitate the payment process between a cardmember, merchants and a card issuer.

**Cash Advance** — Use of your Card to get cash, including foreign currency, or for what we consider a cash-like transaction. Examples include using your Card, if allowed, for: ATM and teller withdrawals, wire transfers, person to person money transfers, cryptocurrency or other similar digital or virtual currency, stored value cards or accounts, money orders, traveler's checks, lottery tickets, gaming chips and other methods used for gambling, wagers and other betting transactions. Use of a "cash advance" convenience check that accesses your Account for any Transaction is also a Cash Advance.

**Consumer Reporting Agency** — An organization, such as Experian, Equifax and TransUnion, that compiles credit information for the purpose of generating consumer credit reports. It's also known as a "credit bureau" and a "credit reporting agency."

**Deferred Interest Promotion** — See the Promotions section of the Agreement.

**include and including** — These terms mean "include [or including] without limitation."

**Late Payment** — A payment is late if you don't pay at least an amount equal to the Minimum Payment Due, minus any Overlimit Amount by the payment due date.

**New Balance** — The total amount you owe us at the end of each Billing Cycle. This amount is shown on each billing statement under the heading "New Balance." We explain how we calculate the New Balance below.

**Overlimit Amount** — The amount by which your Account balance exceeds your credit limit in any Billing Cycle.

**Purchase** — Use of your Card to buy goods and services. Balance Transfers and Cash Advances are not Purchases.

**Returned Payment** — A payment that isn't honored by your financial institution.

**Transaction** — A Balance Transfer, Cash Advance or Purchase, as applicable.

**we, us and our** — Citibank, N.A.

**you and your** — The cardmember or cardmembers who opened the Account, and any other person who is or becomes obligated under this Agreement to repay amounts borrowed using the Account.

**You'll find definitions of other terms within this Agreement.**

### YOUR ACCOUNT

**Your Account use is subject to this Agreement. You must pay us for all amounts due on your Account, including:** Transactions you make, even if you didn't present your Card or sign for the Transaction; Transactions an Authorized User makes; Transactions that other people make if you or an Authorized User let them use your Account, even if you did not intend to be responsible for those Transactions; and any fees and interest charges on the Account.

**Binding Agreement.** This Agreement takes effect once you use your Card. Even if you don't use your Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement.

**Credit Limit.** We assign a credit limit to your Account. Part of this credit limit may be available for Cash Advances, and there may be a limit on the amount of Cash Advances you can take in a given period. We may authorize Transactions that cause your balance to exceed your credit limit.

**Joint Account.** If two or more people are or become obligated under this Agreement to repay amounts borrowed using the Account, then each of you is responsible for all amounts owed and for any defaults, even if the Account is used or managed by only one of you. Each of you will be liable for the entire balance of the Account, even if a court orders only one of you to pay us. We will report information about your Account to the Consumer Reporting Agencies under each of your names. We may only deliver notices or billing statements to one of you, but that delivery will serve as delivery to each of you. Each of you has authority to manage the Account. We'll follow instructions about the Account from either of you. We're not liable if we act on instructions from one of you.

**Consumer Purposes.** You aren't permitted to use your Account for business purposes. If you do use your Account for business purposes, this Agreement still applies, and you must pay us for those Transactions. You have to pay us for any damages and/or expenses resulting from that use. In addition, we may also close your Account.

**Unlawful Transactions.** You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your Account.

**Mobile Phone or Other Devices.** Smart phones, tablets and other electronic devices can store your Card (such as through a mobile wallet or app). This means they can be used to make Transactions. Any such Transactions are covered by this Agreement. A mobile wallet or app that uses your Card to make Transactions may have separate terms of use. We're not responsible if you violate those terms, or for any consequences resulting from any violation.

## **ANNUAL PERCENTAGE RATES (APRS) & INTEREST CHARGES**

**The following sections explain how we calculate the interest you owe each Billing Cycle.**

**APRs.** We use APRs to calculate interest charges on your Account. Different APRs may apply to different Transactions. See the listing of your APRs on the **Credit Card Disclosures**.

**Variable APRs.** A variable APR is an APR that can change each Billing Cycle. We calculate each variable APR first by taking the U.S. Prime Rate from *The Wall Street Journal (WSJ)* two Business Days before the last day of each Billing Cycle. (If the *WSJ* doesn't publish the U.S. Prime Rate that day, then we'll use another publication.) Then we add to the U.S. Prime Rate a certain percentage amount, which we call the Margin. If an APR applicable to your Account is variable, you can find the Margin we use for your Account in the Details About Your Interest Rates section of the **Credit Card Disclosures**. Your variable APRs will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. If a variable APR increases, then your interest charges and Minimum Payment Due may increase.

If the U.S. Prime Rate changes, we'll apply the new variable APR starting from the first day of the Billing Cycle when we take the U.S. Prime Rate from the *WSJ*. The new APR will apply to existing balances, as well as balances added to your Account after the change.

**Daily Balance.** We calculate interest on your Account each Billing Cycle first by calculating each of your daily balances. The following explains how we do that.

**Here's how and when Transactions, fees and credits are applied to the balances on your Account:**

- We add the amount of a Purchase or Balance Transfer to the Purchase balance or applicable promotional balance as of the transaction date on your billing statement.
- We add the amount of a Cash Advance to the Cash Advance balance as of the transaction date on your billing statement.
- We add a Transaction fee to the same balance as the Transaction as of the transaction date on your billing statement. We'll add any other fee to the balance of our choice as of the date we post the fee to your Account.
- If you're charged interest in a Billing Cycle, but the amount calculated is less than the Minimum Interest Charge shown on the **Credit Card Disclosures**, we'll add additional interest to the balance(s) of our choice so that you'll be charged that Minimum Interest Charge for that Billing Cycle.
- We subtract credits applied or payments made as of the date they are credited to the Account.

**Here's how we calculate each of your daily balances on your Account:**

- We start with the daily balance from the end of the previous day.
- We add any new Transactions, fees and other charges, including interest accrued on the previous day's balance. This means that interest is compounded daily.
- We subtract any credits applied or payments made as of that day.
- We make additional adjustments as appropriate, subject to applicable law. This gives us the daily balance for that day.

**Interest Calculation.** Each daily balance may have a different APR. Certain categories of Transactions in a daily balance may have multiple APRs. For example, you may make a Purchase that's subject to a promotional APR. If a daily balance on your Account is subject to an APR, we'll charge interest on that daily balance. We use the daily balance method (which includes new Transactions). If interest applies to a balance, it will start applying on the day a charge is added to that balance and continue until that balance is paid in full. We consider a credit balance as a balance of zero when calculating interest on that balance.

- We multiply each daily balance by its applicable daily periodic rate (each applicable APR divided by 365).
- We do this for each day in the Billing Cycle. This gives us the daily interest amounts.
- Then we total all the daily interest amounts for all the daily balances and round to the nearest cent. This gives us the total interest for the Billing Cycle.

**Calculating the New Balance.** To calculate the New Balance at the end of each Billing Cycle, we begin with the total Account balance at the start of that Billing Cycle. Then we add any Transactions that are new to the Account during that Billing Cycle. Then we subtract any credits applied or payments made during that Billing Cycle. Then we add any interest charges or fees incurred during that Billing Cycle and make any other adjustments, as applicable.

**Grace Period on Purchases.** Except as indicated below, you won't pay any interest on Purchases if you pay the New Balance in full by the payment due date shown on your billing statement each Billing Cycle. We call this a grace period on Purchases. If you don't pay your New Balance in full by the payment due date in a Billing Cycle, you won't get a grace period

on Purchases again until you pay the New Balance in full by the payment due date shown on your billing statement for two Billing Cycles in a row.

If you have a balance subject to a Deferred Interest Promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a Purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In Billing Cycles in which payments are allocated to Deferred Interest Promotion balances first, the Deferred Interest Promotion balance will be reduced before any other balance on the Account. However, you will continue to get a grace period on Purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each Billing Cycle.

There's no grace period on Balance Transfers or Cash Advances. This means you'll pay interest on Balance Transfers and Cash Advances from the transaction date shown on your billing statement.

## PROMOTIONS

From time to time we may offer you promotional terms relating to certain Transactions. These offers will be governed by the terms of the promotional offer and this Agreement. Your promotional terms will end when the promotional period expires. Promotional offers may include Deferred Interest Promotions.

**Deferred Interest Promotion.** Under a Deferred Interest Promotion, no interest charges will be imposed on your Purchase if you pay off that Purchase in full before the end of the promotional period. If you do not pay the Deferred Interest Promotion Purchase in full before the end of the promotional period, we will impose interest on that Purchase from the date the Purchase was made. Interest charges on a Deferred Interest Promotion Purchase are based upon the APR for regular Purchases.

## FEES & FOREIGN CURRENCY CONVERSION

**Late Fee.** We have the right to charge you a late fee if you have a Late Payment. The late fee is \$30 and, if you have another Late Payment within the next 6 Billing Cycles the late fee will be \$41. The amount of your late fee will not exceed the amount permitted by law.

**Returned Payment Fee.** We have the right to charge you a \$30 returned payment fee if you have a Returned Payment. If you have a Returned Payment, we'll resubmit the payment request. If you have another Returned Payment within 6 consecutive Billing Cycles, the returned payment fee will go up to \$41. The amount of your returned payment fee will not exceed the amount permitted by law.

**Transaction Fee for Balance Transfers.** We charge you a fee for each Balance Transfer. The amount of your Balance Transfer fee will be either \$10 or 5% of the amount of each Balance Transfer, whichever is greater.

**Transaction Fee for Cash Advances.** We charge you a fee for each Cash Advance. The amount of your Cash Advance fee will be either \$10 or 5% of the amount of each Cash Advance, whichever is greater.

**Transaction Fee for Purchases in Foreign Currency.** We charge you a fee for a Purchase made in a currency other than U.S. dollars regardless of where the Transaction takes place or who the merchant is. The amount of the fee will be 3% of the amount of the Transaction after conversion to U.S. dollars.

**Foreign Currency Conversion — Purchases.** A Card Network converts the amount of a Purchase in a foreign currency into U.S. dollars. Each Card Network follows its own procedures for conversion. These procedures include how the Card Network chooses an exchange rate and when to do the conversion. For example, Visa chooses either a government-mandated exchange rate or chooses from a range of rates available on wholesale currency markets (and, in either case, the exchange rate that it chooses may be less favorable than the rate that Visa itself receives when it makes foreign currency transactions). Depending on the policies of each Card Network, the exchange rate chosen may be the one in effect on the day the Card Network does the conversion, or on the day before. The exchange rate that a Card Network uses to convert the Purchase to U.S. dollars may differ from the rate in effect on the date you made the Purchase or on the transaction date for that Purchase shown on your billing statement. The Card Network's procedures may change without notice.

If a third party, such as a merchant, converts the amount of a Purchase into U.S. dollars before sending the Purchase to a Card Network, the third party chooses the conversion rate instead of the Card Network.

**Foreign Currency Conversion — Cash Advances.** If you take a Cash Advance in a foreign currency at an ATM or branch of a financial institution, it may not be the Card Network in all instances that converts the Transaction into U.S. dollars. Instead, depending on where the Transaction takes place, another third party, such as a financial institution, ATM network or ATM operator, may do the conversion. We do not control this. However, if you use your Card for a Cash Advance at a Citibank ATM or branch, then we or our affiliates may do the conversion.

The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when to do the conversion. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may differ from the rate in effect on the date you took the Cash Advance or the transaction date for that Transaction shown on your billing statement. The exchange rate may also differ from any rate quoted to you when you made the Transaction.

## PAYMENTS

**Minimum Payment Due.** You may pay all or a part of your Account balance at any time. You must pay at least the Minimum Payment Due by the payment due date each Billing Cycle.

Your "**Minimum Payment Due**" equals:

- Any amount past due; plus
- Any Overlimit Amount; plus

- Any amount due as a result of application of the Promotion Calculation, as described below; plus
- The greater of:
  - The Adjusted New Balance, if it's less than \$29;
  - \$29 if the Adjusted New Balance is at least \$29; or
  - 1% of the Adjusted New Balance, plus any late fee, plus any billed interest or minimum interest charges, minus any interest charges that accrued during prior Billing Cycles on a Deferred Interest Promotion that ended during the Billing Cycle covered by the billing statement (the result is rounded up to the nearest dollar).

The Minimum Payment Due is never more than the New Balance.

**Promotion Calculation.** If you have a Deferred Interest Promotion balance subject to the Promotion Calculation, the Promotion Calculation will equal 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) After the promotional period, any such remaining promotional balance will be included in the Adjusted New Balance. The Promotion Calculation will apply if, based on the amount of the Transaction as shown on the first billing statement that displays the Transaction and the dollar amount in the Minimum Payment Due calculation in effect at the time of the Transaction, we determined that paying such dollar amount each Billing Cycle would result in repayment of the promotional balance before the end of the promotion period.

**Note:** *Your payment due date is typically the same day of the month every month. You may request a change to your monthly due date.*

**Application of Payments.** We decide how to apply your payment, up to the Minimum Payment Due, and credits, to the balances on your Account and you authorize us to apply payments and credits in a way that is most favorable or convenient for us. This means we may apply such payments and credits first to balances with lower APRs and then to balances with higher APRs. If you pay more than the Minimum Payment Due, we'll apply the amount over the Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on. However, payments in excess of the Minimum Payment Due received before a Deferred Interest Promotion expires are applied to the Deferred Interest Promotion balance first in the last two Billing Cycles of the promotional period or in the last three Billing Cycles of the promotional period if the expiration date for the Deferred Interest Promotion is before the payment due date in the Billing Cycle in which the promotion expires.

**Payment Instructions.** You must pay in U.S. dollars. You must use a check or electronic debit issued by a bank in the United States. You must not send us a check dated after the date that we receive it. You must not enclose more than one check per envelope. You must not include any restrictive endorsements on the check. You must follow the above instructions and the additional payment instructions shown on your billing statement when making a payment. If you do, we'll credit the payment to your Account as of the day we receive it.

If you don't pay in U.S. dollars and we accept your payment, we'll select the currency conversion rate, and you must pay our costs. If you don't follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Either case may result in late fees and additional interest charges to your Account. If you don't follow the instructions in this Agreement or on your billing statement, we may accept your payment without losing our rights. We may reject a payment if it's more than the outstanding Account balance. We also may close your Account.

## **AUTHORIZED USERS**

**Account Use by Authorized Users.** You can ask us to add one or more Authorized Users to your Account. If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. You must obtain permission from each Authorized User before naming that person as an Authorized User on your Account. You must make a copy of this Agreement available to each Authorized User. You must pay us for all charges incurred by each Authorized User. You must notify us to remove an Authorized User from your Account. If we remove an Authorized User, in some cases we may close your Account, open a new Account and issue you a new Card.

You're responsible for: any Transactions made by an Authorized User on your Account; any Transaction made by an Authorized User even if the transaction date shown on your billing statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account; any Transactions made by others if an Authorized User allows them to use your Account; and fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

Subject to any limitations we may impose, actions each Authorized User may take include: reporting lost or stolen Cards; requesting billing statement copies; initiating billing disputes; obtaining Account information such as Transaction histories; and making payments.

**Account Information Rights for Authorized Users.** You allow us to discuss your Account with an Authorized User. This includes giving the Authorized User access to your Account information and history. You also agree that an Authorized User may use and receive information about the Account the same way you do. An Authorized User can't add other Authorized Users, request refund checks, change the billing address for your Account, adjust the credit limit or close the Account.

**Information about Authorized Users.** You agree to give us certain personal information about each Authorized User. You must let each one know that you'll give us that information and you must have the Authorized User's permission to do so. You must have permission from each one to allow us to share information about the Authorized User as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their Transactions on the Account.

**Credit Reporting.** We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about Late Payments, Overlimit Amounts, Returned Payments, and other violations of this Agreement.

You must let each Authorized User know that we report Account information in the Authorized User's name. Also, see **Credit Reporting** section.

## DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT

**Default.** We may require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occurs: you don't pay at least the Minimum Payment Due by the due date; you have a Returned Payment; you file for bankruptcy or some other insolvency proceeding is filed by or against you; you don't honor the terms of this Agreement; you default under any other card agreement you have with us; or you're declared incompetent or mentally incapacitated, or in the event of your death.

**Closing or Suspending Your Account.** We may close or suspend your Account if any of the events listed above occur, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account, even if they post to your Account after it's closed or suspended.

## CREDIT REPORTING

You allow us to get information about you. We get it from Consumer Reporting Agencies and other sources that provide consumer financial information. You allow us to use it for: renewal of your Account; credit line increases or decreases; administration or review of your Account, collection and any other servicing; all other credit-related purposes connected with this Agreement; offers for other cards and other services; and other uses permitted by law.

We report Account information in your name, as well as information about you to Consumer Reporting Agencies, on a monthly basis. The information we provide may appear on your credit reports. This can include information about: Late Payments; Overlimit Amounts; Returned Payments; and other violations of this Agreement.

If you think we've given incorrect information to a Consumer Reporting Agency about you (or about an Authorized User), please write to us at the address shown on the back of your billing statement in the section titled "Credit Reporting Disputes" and we'll research it. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each Consumer Reporting Agency we reported to and request a correction.

## ACCOUNT INFORMATION, INFORMATION SHARING & COMMUNICATIONS

**Changes to Account Information.** You provided certain personal information to us when you opened your Account. You agree to notify us if this information changes. If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

**Information Sharing.** You agree to let us share information about you and your Account as allowed by law. This includes information we get from you and others. Our privacy notice, which we have provided to you, describes reasons we can share our customers' personal information.

**Contacting You.** You agree that we (and/or our service providers or anyone we authorize) may contact you at any phone number, email address or mailing address you provide or we obtain in other ways. This includes communications to mobile, cellular/wireless, or similar devices. We may contact you by live operator, auto-dialer, recorded or artificial voice, text, or email. You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us.

**How We Capture and Use Voiceprints.** We may use voice recognition technology to verify your identity when you call. We may capture and store your voiceprint for this purpose.

**Call Monitoring.** We may monitor and record any calls between you and us.

**Notices.** We send any notices to your billing address or, if you've agreed, by email to the address you gave us. We consider a notice sent as soon as we send it.

## TRANSACTIONS

**Merchant Refunds.** A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances, including, if we choose, to any existing promotional balances.

**Note: Merchant Surcharges.** *Some merchants, including merchants outside the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage of the amount of your Purchase, or a flat fee, and will be added to the amount of your Purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.*

**Recurring Authorized Transactions.** If you authorize a merchant or any other person to charge your Account for recurring Transactions, you must notify the merchant if: you want to discontinue these Transactions; your Account is closed; your Account number changes; or your Card expiration date changes. You're responsible for reinstating any recurring authorized Transactions.

**Refusal of the Card.** We don't guarantee approval of Transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit privileges. We also may limit the number of Transactions approved in a single day.

## PROTECTIONS FOR ACTIVE DUTY SERVICE MEMBERS AND THEIR DEPENDENTS.

**Protections.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to members of the Armed Forces and their dependents may not exceed an APR of 36 percent. This rate must include, as applicable to the credit transaction or accounts: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You are entitled to these protections if you are a Covered Borrower, as defined below.

**Covered Borrower.** You are a Covered Borrower if, in connection with the opening of your Account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member.

**Oral Disclosures.** If you are a Covered Borrower, you may obtain information related to your Account, including information about these protections and your payment obligation, by calling 1-877-625-6379 (For TTY: We accept 711 or other Relay Service).

**Arbitration.** The section of the Card Agreement entitled “ARBITRATION” does not apply if you are a Covered Borrower at the time your Account is opened.

## ARBITRATION

### PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act (FAA), and shall be interpreted in the broadest way the law will allow.

#### Covered claims

- **You or we may arbitrate** any claim, dispute or controversy between you and us arising out of or related to your Account, a previous related Account or our relationship (called “Claims”).
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they’re based on or what remedy (damages, or injunctive or declaratory relief) they seek, including 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; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, Authorized User, employee, agent, representative or an affiliated/parent/subsidiary company.

#### Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won’t initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined 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.

#### How arbitration works

- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.

- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

### **Paying for arbitration fees**

- We'll pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

### **The final award**

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

### **Survival and Severability of Terms**

- This arbitration provision shall survive changes in this Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any sale of your Account, or amounts owed on your Account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

### **Rules for rejecting this arbitration provision**

- You may reject this arbitration provision by sending a written rejection notice to us at: P.O. Box 790340, St. Louis, MO 63179. Your rejection notice must be mailed within 45 days of Account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account.

## **AGREEMENT & BENEFIT CHANGES**

**Changes to this Agreement.** We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates and fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you how to reject. If we notify you of a change, we may do so on your billing statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

**Changing Benefits.** Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

## **MISCELLANEOUS**

**Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**Governing Law.** Federal law and the law of South Dakota govern the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We won't lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

**Collection Costs.** To the extent allowed by law, you're liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

**Correction of Errors.** If we incorrectly apply a payment or credit to your Account, make an incorrect payment or transfer of funds to you or an Authorized User or anyone else on your behalf or on behalf of an Authorized User, or make any other error regarding your Account, you agree that we may correct the error. We may correct the error by making adjustments to your Account, requiring you to repay us for any incorrect payments, credits or transfers, or taking other actions we determine are appropriate to correct the error. You agree to cooperate with us to correct any of these errors.

**Unforeseen Circumstances.** From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your Card or obtain information about your Account. We're not responsible or liable if this happens.

**Lost or Stolen Account Information.** You must try to prevent the unauthorized use of your Account and any Card, including your Account number or any other means to access your Account. You must call us if any Card or means to access your Account is lost or stolen. Also, you must call us if you think someone has used or may use these items without permission.

**Headings.** The headings in this Agreement are included as a matter of convenience and don't define, limit or enlarge the scope of this Agreement or any of its provisions.

## YOUR BILLING RIGHTS

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use.**

### **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 2 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 transaction 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're 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 is 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.

**For Further Information:** Call the Account Inquiries number shown on the billing statement or the Customer Service number on the back of your Card if you need more information.

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