WELLS FARGO

Wells Fargo Active Cash℠ Credit Card Account Agreement

Consumer Credit Card Customer Agreement & Disclosure Statement

Visa Signature®

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Notice To California Cardholders

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

Read Section 34 about interpreter certification before you confirm your credit card.

Lea la Sección 34 sobre certificación de intérprete antes de confirmar su tarjeta de crédito.

請您在確認信用卡之前細讀第 34 節的「翻譯員認證」。

귀하의 신용카드를 확인하시기 전에 통역사 인증에 관한 34절을 읽으시기 바랍니다.

Hãy đọc Phần 34 về chứng nhận thông dịch viên trước khi quý vị xác nhận thẻ tín dụng của mình.

Basahin ang Seksyon 34 tungkol sa sertipikasyon ng interpreter bago mo kumpirmahin ang iyong credit card.

Your Contract With Us

(1) Agreement. This contract for your credit card account ("Account") includes the Credit Card Agreement ("Agreement"), the Important Terms of Your Credit Card Account and future amendments to this Agreement. This Agreement is a contract between Wells Fargo Bank, N.A. and each Account holder. You and any joint Account holder accept the terms of this Agreement by using or confirming your Account. Please read this Agreement carefully and keep it for your records.

(2) Definitions

Annual Percentage Rate (APR)	A rate, shown as a percentage, used to calculate interest on the balance on your Account.
Billing Cycle or Billing Period	The time period between billing statements. Each billing statement shows a statement closing date which is the last day of the Billing Cycle.
Balance Transfer	The transfer of a balance from another credit account to your Account, including the use of a check that accesses your Account.
Card	Any cards we issue to you or any devices we allow you to use to access credit on your Account.

Cash Advance	Use of your Card to get cash. Examples include using your card for Cash Advances through an ATM, bank teller or *Wells Fargo Online*®, Overdraft Protection advances, Balance Transfers, or cash-like purchases such as money orders, wire transfers, traveler checks, foreign currency, lottery tickets, casino chips, off-track wagers, other wagers, vouchers redeemable for cash or similar items.
Credit Access Device	A device, other than your Card, like *SUPERCHECKS*™ and mobile devices, that we allow you to use to access credit on your Account.
Important Terms of Your Credit Card Account	A summary of your Account's APRs, fees and other important information.
New Balance	The total amount you owe as of a statement closing date.
Outstanding Balance	The sum of all unpaid amounts, including Purchases, Cash Advances, Balance Transfers, interest, fees and any other amounts that you may owe us.
Payment Due Date	The date the Minimum Payment is due. It will be at least 25 days from the statement closing date and will be provided on your billing statement.
Purchase	Use of your Account to buy or lease goods or services. Cash Advances, Balance Transfers and cash-like transactions are not Purchases. Tax payments and associated fees are Purchases.
Revolving Line Of Credit	This is the amount that is available for your use.
We, Us, and Our	Wells Fargo Bank, N.A.
You and Your	The Account holder(s) who opened the Account.

(3) Contacting You. You agree that we have your consent to contact you at any phone number, email address, or mailing address you provide for any Wells Fargo account or at any number that you call us from or at any number that we obtain by other means. Your consent allows us and any companies working on our behalf to service your account, to use any means to contact you including: automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages, push notifications, and calls to your cell phone, or any other data or voice transmission technology. You are responsible for any service provider charges you may incur as a result of us contacting you by any means, whether such charges are related to text, data, equipment or other plans. You will promptly notify us if you change any contact information, including your name, mailing address, e-mail addresses, or phone numbers. If you have a joint Account, a notice to one of you will serve as a notice to both of you. We may use voice recognition technology to verify your identity when you call. We may capture and store your voiceprint for this purpose. We may monitor and record any calls between you and us.

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Using Your Account

(4) Using Your Account. You may use your consumer credit card Account for Purchases, Balance Transfers, Cash Advances and any other transactions we allow. You promise to use your Account only for lawful personal, family, or household purposes. We reserve the right to deny transactions or authorizations from merchants who may be engaging in the internet gambling business. We are not responsible for anyone who refuses to accept your Card or any other Credit Access Device. We may decline any transaction at any time. Your credit card may not be used to make a payment on any other Wells Fargo credit account.

Cash Advances from ATMs. Cash Advances from ATMs may be limited by amount or frequency. The ATM owner may have additional restrictions. If the ATM owner charges any fee, that fee will be included as part of the total Cash Advance amount.

Cash Advances for Overdraft Protection. You may elect to have an automatic Cash Advance from your Account to cover an overdraft on a linked Wells Fargo checking account. To cover an overdraft on a linked Wells Fargo checking account, we will advance the greater of

- the amount of your overdraft; or
- $25.00

Except if

- the amount of available credit on your Card is less than the amount of the overdraft or less than $25.00, we will then advance the amount of available credit.

The APR and fees that apply to overdraft protection advances are listed in the Important Terms of Your Credit Card Account. Overdraft protection advances, interest and fees may cause your Account balance to exceed your revolving line of credit. If there is more than one person listed on the checking account (such as a joint checking account) that you have linked for overdraft protection, then:

- You will be responsible for all overdraft protection advances regardless of which person writes the check or engages in any other transaction (such as a debit card purchase) that causes the overdraft; and
- You agree to allow us to disclose to any other person on your checking account, that this Card is linked to your checking account for overdraft protection.

We reserve the right to cancel, suspend, or change your overdraft protection service at any time, for any reason.

Credit Access Devices. SUPERCHECKS can be used to access your Account similar to writing a check on a deposit account. SUPERCHECKS checks will post as a Balance Transfer only when they are included with a Balance Transfer offer. If a SUPERCHECKS check is not included with a Balance Transfer offer it will post as a Cash Advance. They will include transaction fees and interest.

Some restrictions apply to SUPERCHECKS:

- They may not be written as payment on any Wells Fargo account.
- They may be used only by the person whose name is printed on the check.
- They must be written in U.S. dollars.
- They cannot be certified.
- You cannot file a claim against the bank when you have a dispute with a merchant about payment for property or services that you paid for using a SUPERCHECKS check.
- We reserve the right to put conditions on the use of SUPERCHECKS checks and to reject, decline and return unpaid any SUPERCHECKS check or advance at our discretion.

Third Party/Mobile Devices. You or an authorized user may be permitted to load your credit card to an app on a smart phone, tablet or other electronic device, such as, through a mobile wallet, which could be used for purchases or other transactions without presenting the card. Any such Transactions are covered by this Agreement. We have no control over the device and cannot guarantee the performance of the device.

Additionally:

- You should protect the security of the device the same as your credit card or other valuable information.
- There may be third party fees related to the transaction such as mobile carrier data or messaging charges.
- We may, at any time, partially or fully restrict your ability to make credit transactions through a third party/mobile device. You agree to notify us promptly if you remove or want to remove your Account information from any third party/mobile device.

(5) Authorized Users. If you wish to have an additional Card issued in another person's name, please contact us and we will send you a Card with the name of the authorized person embossed on the front of the Card. You are responsible for payment of the entire amount owed to us, including any Purchases, Balance Transfers or Cash Advances (and all related interest and fees) made by the authorized person.

Ending Authorized User Privileges. If you want to end an authorized user's privilege to use your Account, you must:

- Recover and destroy that person's Card. If you do not, you will continue to be liable for any charges made, even if you've advised us of your wish to cancel the privileges, unless you tell us to cancel all Cards and establish a new Account for you.
- You must notify us of your request by contacting us at the number on the back of your Card or by mail at Wells Fargo Bank, N.A., P.O. Box 10347, Des Moines, IA 50306-0347.

In general, an authorized person is not obligated on this Account and is not liable for any Outstanding Balance or any other charges made by you or by any other authorized person. In the event of the death of all fully liable cardholders, authorized users' privilege ends automatically. After that, if any person uses the Card, such use indicates his or her agreement to pay us, and we may, at our discretion, pursue the person for payment of any Outstanding Balance or any other charges they authorize. You agree to notify each authorized person that they are subject to all applicable sections of this Agreement.

Information about Authorized Users. You agree to give us certain personal information about each authorized user. You must have permission from each authorized user allowing you to give us that personal information. This may include name, address, social security number, date of birth and citizenship.

(6) Lost or Stolen Cards and Liability for Unauthorized Use, and Zero Liability Protection. You must notify us immediately if your Card or account information is lost or stolen, or if you believe it's being used without your permission. You may contact us by phone at 800-642-4720 or in writing at Wells Fargo Bank, N.A., P.O. Box 10347, Des Moines, IA 50306-0347. You agree to assist us in our investigation of the matter. If you do this and we find you not responsible, you will not be held liable for the unauthorized use of your Account.

(7) Promise to Pay. When you use your Account or let someone else use it, you promise to pay the total amount of the Purchases, Cash Advances, and Balance Transfers, plus all interest, fees and other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

(8) Revolving Line of Credit. We may assign the following limits to your Account:

Cash Advance Limit. We may restrict the amount of your revolving line of credit that can be used for Cash Advances.

Your total revolving line of credit will be provided with your Credit Card and shows on each of your billing statements. You promise to use your Account only to the limits. If you exceed your total revolving line of credit, we may allow the transaction without increasing your total revolving line of credit or deny the transaction. If we allow the transaction, we may treat that over limit amount as due with the minimum payment on your next statement. If you exceed the limits, you will still remain liable for all credit you receive. We can adjust your revolving line of credit at any time, including automatic credit line increases for those who qualify.

(9) Authorizations. We don't guarantee approval of transactions. We reserve the right to deny transactions for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. If you engage in abuse, misuse or gaming in connection with earning or using points or attempt to do so, we may close or restrict your Wells Fargo credit card(s). Abuse, misuse or gaming includes, but is not limited to, making multiple purchases and multiple payments during a billing cycle whereby the dollar amount for each purchase in the aggregate substantially exceeds your revolving line of credit. We also may limit the number of authorizations we allow during a period of time.

Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. This will make less credit available on your Account for several days, usually until the date the actual Purchase amount is received from the merchant.

If you give your credit card information to a merchant to bill your account for recurring payments, or to keep it on file for future purchases or payments, and your card number, expiration date, or security code changes, you should notify the merchant with your new card information. Some card networks provide update services and receive updated card information from Wells Fargo. Merchants that participate in such services will receive updated card information from the network for credit cards that you have provided to the merchant for recurring or future purchases or payments. We cannot tell you which merchant will receive updated card information when your card information changes. You should always provide each merchant with your new card information because some merchants do not subscribe to such network services.

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Changes To This Agreement

(10) Change in Terms. We may change this Agreement at any time. These changes may apply to existing and future balances. We will give you advance written notice of the changes and a right to reject the changes if required by law. We may require you to close your Account or take other actions if you reject the changes.

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Fees And Interest

(11) Fees. The following fees may apply to your account. If they do apply, you will find the amount in the Important Terms of Your Credit Card Account. You agree to pay any fees that apply.

- Annual Fee. If your account has an annual fee it will be charged each year your account is open. The annual fee will not be billed after your Account is closed.
- Balance Transfer Fee. This fee may be charged on a Balance Transfer transaction.
- Cash Advance Fee. This fee may be charged on a Cash Advance from your Account.
- Overdraft Protection Advance Fee. This fee may be charged when an overdraft amount is advanced to the checking account linked to your Credit Card Account by you.
- Foreign Currency Conversion Fee. If you make a transaction in a foreign currency, Visa will convert it into a U.S. dollar amount. A foreign currency conversion fee may be charged when this is done.
- Late Fee. This fee may be charged each time we do not receive the required Minimum Payment due by the Payment Due Date.
- Returned Check or Returned Payment Fee. This fee may be charged when a payment is not processed the first time or is returned unpaid.
- Rush Plastic Fee. This fee may be charged if you requested expedited delivery for your credit card.

Additional fees may be charged if agreed between you and us. All fees will be added to the Purchases balance, except Cash Advance fees and Overdraft Protection fees which will be added to the Cash Advance balance on your Account.

(12) Foreign Currency Transactions.

If you make a transaction in a currency other than U.S. dollars using a Visa Card, then Visa International "Visa" will convert the charge into a U.S. dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is posted to your Account.

Point of Sale Conversion. Some merchants outside the United States offer cardholders the option of having Card transactions converted to U.S. dollars by Visa, as

described above, or by the merchant itself. If the latter option is chosen, the currency conversion rate is determined solely by the merchant involved in the transaction, and no foreign currency conversion fee is charged by the bank for the transaction.

(13) Rates. The following sections describe how we calculate the interest you owe each Billing Period. The Important Terms of Your Credit Card Account list the APRs that apply to different types of balances.

Introductory Rates. Your account may be eligible for introductory rates. This would be described in the Important Terms of Your Credit Card Account. If you are offered a promotional rate after your account is opened, the terms will be provided at that time. After any introductory or promotional rates expire, the remaining balances will be subject to the applicable Standard or Standard Variable APR terms.

How we Calculate your Standard Variable APRs. If your account has a variable rate the APR will vary based on the U.S. Prime Rate plus the applicable "Margin". See the Important Terms of Your Credit Card Account for the "Margin" on Purchases, Balance Transfers, Cash Advances, and overdraft protection advances, and daily periodic rates that apply to your Account. For each Billing Period, we use the U.S. Prime Rate or the average of the U.S. Prime Rates (if there is more than one) published in the "Money Rates" column of *The Wall Street Journal* three business days prior to your billing statement closing date. If the U.S. Prime Rate is no longer published or is not available, we may select a similar index. A change in the APR may increase or decrease the total amount of interest you pay and your Minimum Payment due. If the APR changes due to a change in the U.S. Prime Rate, the new APR will apply to both existing and future balances on the first day of your Billing Cycle. The APR will continue to vary even if your Account is closed.

Standard APRs. If your Account is subject to Standard APRs, the Standard APRs will not vary with the market based on the U. S. Prime Rate. However, we may change the Standard APRs from time to time in accordance with the Change In Terms information described in section 10. The rates that apply to your account are listed in the Important Terms of Your Credit Card Account.

Daily Periodic Rates. The daily periodic rates are calculated by dividing each applicable APR by 365.

(14) Minimum Interest Charge. Your account may have a Minimum Interest Charge. See The Important Terms of Your Credit Card Account for the applicable charge.

(15) When we Charge Interest. For most transactions, interest will be charged beginning on the date a transaction is made on your account. We charge interest on a fee beginning on the first day of the Billing Cycle following the Billing Cycle in which the fee posted to your Account.

(16) Here's how and when specific Transactions, fees and credits are applied:

- We add the amount of a Purchase or Balance Transfer to the Purchase balance as of the transaction date shown on your statement.
- We add Balance Transfer fees to the Purchase balance as of the transaction date shown on your statement.
- We add the amount of a Cash Advance to the Cash Advance balance as of the transaction date shown on your statement.
- We add Cash Advance Fees to the Cash Advance balance as of the transaction date shown on your statement.
- We add the amount of any Overdraft Protection advance to the Cash Advance balance as of the transaction date shown on your statement.

(17) How we Calculate Interest. We begin by calculating the daily balance of each Transaction category. Next we calculate the Average Daily Balance (ADB). Finally, we calculate the interest. See each section below for details.

1. **Calculating the daily balance:** the daily balance is calculated separately for each Transaction category. We start with the daily balance from the end of the previous day. We add in any new Transactions and other charges, including interest accrued on the previous day's balance. This means interest is compounded daily. We then subtract any payments or credits.

   Example for the Purchase Transaction category:
   Daily balance for purchases from the previous day
   + New purchases
   + Fees and interest accrued on the previous day's Transaction category balance
   - Payments, credits and adjustments that posted that day
   = New daily balance for Purchases

2. **Calculating the Average Daily Balance (ADB):** we add up all the daily balances for the Billing Cycle starting with the beginning balance of the first day of the Billing Cycle. This beginning balance will include any unpaid fees from the previous Billing Cycle and any late fees incurred during the current Billing Cycle. Any daily balance that is a credit balance is treated as zero. We divide this amount by the number of days in the Billing Cycle.

   ADB = sum of daily balances ÷ number of days in the Billing Cycle

3. **Interest Calculation:** we calculate the interest charge for each type of balance by applying the daily periodic rate to the ADB and multiplying this by the number of days in the Billing Cycle.

Interest Charge = daily periodic rate x ADB x number of days in Billing Cycle

(18) Grace Period. To avoid paying interest on new Purchases you have to pay your entire New Balance by the Due Date on your statement each Billing Period. You cannot avoid interest on Cash Advances or Balance Transfers. Your due date will be at least 25 days from the statement closing date and will be provided on your billing statement.

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Billing Statements And Payments

(19) Billing Statements. If you have a balance on your account you will receive a billing statement. Your billing statement will show your Minimum Payment due and the Payment Due Date.

(20) Payments. You may pay all or part of your Account balance at any time, but you **must** pay the Minimum Payment, disclosed on your billing statement, by the Payment Due Date.

Minimum Payment. Your Minimum Payment Due includes any amount past due plus the greater of:

1. The sum of late, returned check, returned payment, rush plastic, and annual fees and interest billed during the Billing Cycle for which the Minimum Payment is calculated plus 1% of the New Balance shown on the billing statement; or
2. $25.00 (or the entire balance on the Account if the New Balance is less than $25.00).

We require you to pay any amount over the limit of your credit card account. However, that amount is not included in your Minimum Payment Due.

The Minimum Payment is rounded-up to the next highest whole dollar amount. Credits will not be used to meet the Minimum Payment.

Payment Instructions. Follow these instructions when making a payment:

1. You must pay in U.S. dollars.
2. Payment must be made with a personal check, money order or cashier's check and must be issued by a bank in the United States.
3. Electronic payments are accepted.
4. Do not mail cash.

If you mail your payment, please mail to the payment address provided on your billing statement using the envelope and payment coupon enclosed. Payments received by 5:00 p.m. at the location your payment is mailed to will be credited as of the date of receipt. If received after 5:00 p.m. they will be credited on the following day. Payments made through Wells Fargo Online Banking at wellsfargo.com will be credited based on the cutoff time disclosed at the time of the transaction. If you do not follow these instructions your payment may not be credited for up to five days after we receive it.

Checks or other paper documents may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. In this case, the original check or other document that you send to us will not be retained, but a copy would be available if requested.

Some of your available line of credit may be held, at our discretion, until your payment is honored.

You cannot pay this account using a Wells Fargo Bank, N.A. credit or loan account or any Wells Fargo affiliated company credit or loan account. You cannot use any SUPERCHECKS checks to make any payment on this Account.

Generally, we will apply your Minimum Payment first to lower APR balances (such as Purchases) before balances with higher APRs (such as Cash Advances). Payments made in excess of the Minimum Payment will be applied to balances with higher APRs first before balances with lower ones.

We post payments to the Billing Cycle within which they are received. Any payment in excess of the Minimum Payment due is applied based on the balances reflected on your last billing statement.

Irregular Payments. If you intend to pay your Account in full with an amount less than the Outstanding Balance, payments must be sent to: Wells Fargo Bank, N.A., P.O. Box 10311, Des Moines, IA 50306-0311. Please note that if we accept such payments we have every right to pursue full payment.

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Other Important Information

(21) Default / Immediate Repayment of Balance in Full. Your Account will be in default, and we may require immediate payment of your total Account if:

- You fail to pay a Minimum Payment by the Payment Due Date;
- Any payment is returned;
- You don't honor the terms of this Agreement;
- You made an untrue statement on your application; OR
- You file for bankruptcy.

If this is a joint Account, a default by one of you will be a default by all of you.

We may prevent further transactions and we may close your Account and other Wells Fargo Accounts. If your account is in default you agree to pay our collection costs, attorney's fees, and court costs incurred in enforcing our rights under this agreement.

(22) Re-Verification of Credit Information. We can review any information you provided on your credit application at any time. This may include:

- Requesting credit bureau reports;
- Verifying your current credit standing;
- Verifying your employment, assets and income records.

(23) California Residents. We may also obtain information at any time from the California Department of Motor Vehicles. You agree to waive the address confidentiality requirements section of the California Vehicle Code (Section 1808.21).

(24) Cancellation. We may close your Account at any time and for any reason. You may also close the Account at any time. If that happens, you must still repay the balance owed according to the terms of this Agreement. Joint Accounts may be canceled by either Account Holder. If we close the account, notice may be provided to only one Account Holder.

(25) Separation of Unlawful Provisions. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

(26) Enforcement Rights. We may waive or delay enforcing any of our rights without losing them. A court decree for divorce or separation or an out-of-court mutual agreement does not affect any of our rights to enforce this Agreement.

(27) Phone Monitoring. We may monitor and record any of your phone calls with us.

(28) Information Reporting. We may report information about you to consumer reporting agencies. The information that we report to consumer reporting agencies may include:

- Account history;
- Account performance;
- Account status;
- Any violations of your account; and
- Any violations of the terms of this Agreement.

The same information may be reported to the consumer reporting agencies for any additional card holders. You may dispute the accuracy of the information that we report to consumer reporting agencies by writing to us at Wells Fargo Bank, N.A., P.O. Box 14517, Des Moines, IA 50306-3517. Please describe the information in detail that you believe is inaccurate and provide any supporting documents with your dispute. If your dispute relates to identity theft, you will need to provide us with an identity theft report.

(29) Assignment. We may assign your Account and any or all rights and obligations under the Agreement to a third party. You may not assign your Account or any of your obligations under the Agreement.

(30) Governing Law. Federal law and the laws of South Dakota govern this Agreement and your account.

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Arbitration

(31) Dispute Resolution Program: Arbitration Agreement.

1. **Binding Arbitration**. You and Wells Fargo Bank, N.A. (the "Bank") agree that if a Dispute arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. The foregoing notwithstanding, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate all other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between

you and the Bank. It includes any disagreement relating in any way to the Card or related services, Accounts, or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access the Bank. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **YOU UNDERSTAND AND AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within that court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

2. **Arbitration Procedure; Severability**. Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of South Dakota. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.
3. **Rights Preserved**. This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of the Card or any other relationship between you and the Bank.
4. **Fees and Expenses of Arbitration**. Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.
5. **Military Lending Act.** The Arbitration Agreement may not apply to you if you are a covered borrower. Please see The Military Lending Act Notice in the Agreement for more information.

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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.

(32) What To Do If You Find a Mistake on Your Statement. If you think there is an error on your statement, write to us at:

Wells Fargo Bank, N.A.
P.O. Box 522
Des Moines, IA 50306-0522

In your letter, give us the following information:

- Your name and Account number;
- The date and dollar amount of the suspected error.
- If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

You must notify us of any potential errors in writing at the address above. You may notify using other ways (including telephone), 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 line of credit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than $50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

Wells Fargo Bank, N.A.
P.O. Box 522
Des Moines, IA 50306-0522

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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Active Duty Military Servicemembers and Their Dependents

(33) The Military Lending Act Notice: Federal Law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the costs of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the cost 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 may contact us at 1-844-309-0044 for information about the Military Annual Percentage Rate and a description of your payment obligation.

The Arbitration Agreement does not apply to you if you are covered by the Military Lending Act nor do any provisions that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act.

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Interpreter Certification

(34) Interpreter Certification. If you choose to discuss your credit card account with us in Spanish, Chinese, Korean, Vietnamese, or Tagalog, please read the following.

By signing, using or confirming the credit card issued to you, you certify to us that:

- You have discussed the Customer Agreement and Disclosure Statement with your interpreter and have been given the opportunity to discuss and negotiate with us the terms and conditions contained in these documents.
- Your interpreter is at least 18 years old and is fluent in both English and in the language in which you chose to discuss with us the terms and conditions of your credit card Account.
- You understand and agree to the terms and conditions contained in these enclosed documents.

Certificación de Intérprete

(34) Certificación de Intérprete. Si usted opta por conversar sobre su cuenta de tarjeta de crédito con nosotros en español, chino, coreano, vietnamita o tagalo, lea lo siguiente.

Al firmar, utilizar o confirmar la tarjeta de crédito emitida a su nombre, usted certifica ante nosotros que:

- Usted ha analizado el Contrato del Cliente y Declaración de Divulgación con su intérprete, y que usted y su intérprete han tenido la oportunidad de analizar y negociar con nosotros los términos y condiciones contenidos en estos documentos.
- Su intérprete tiene por lo menos 18 años de edad y habla con fluidez tanto en inglés como en el idioma que usted haya elegido para conversar con nosotros sobre los términos y condiciones de su Cuenta de tarjeta de crédito.
- Usted entiende y está de acuerdo con los términos y condiciones contenidos en estos documentos adjuntos.

翻譯員認證

(34) 翻譯員認證。如果您選擇以西班牙語、中文、韓語、越南語或菲律賓語與我們討論信用卡帳戶相關事宜，請閱讀以下內容。

一旦您簽署、使用或確認核發給您的信用卡，即表示您向我們證明：

- **您已經與您的翻譯員討論過《客戶協議》與《披露聲明》，並且有機會與我們討論和協商這些文件中的條款和條件。**
- **您的翻譯員至少年滿 18 歲，並具有流利的英語能力且深諳您所選與我們討論您的信用卡帳戶條款和條件的語言。**
- **您理解並同意遵守所附這些文件中的條款和條件。**

통역사 인증

(34) 통역사 인증. 통역사 인증. 귀하의 신용카드 계좌에 관한 사항을 스페인어, 중국어, 한국어, 한국어, 베트남어 또는 타갈로그어로 저희와 논의하기로 하신 경우, 다음 사항을 읽어 주십시오

귀하에게 발급된 신용카드에 서명하거나 사용 또는 확인함으로써, 귀하는 저희에게 다음 사항을 증명하게 됩니다.

- 귀하는 귀하의 통역사와 함께 고객 동의서 및 공개 진술서에 관해 논의하였으며 이러한 문서에 포함된 약관을 저희와 논의하고 협상할 기회를 가졌습니다
- 귀하의 통역사는 18세 이상이며 영어뿐만 아니라 귀하가 신용카드 계좌 약관에 관해 저희와 논의할 때 사용하시기로 선택하신 언어에 모두 능통합니다
- 귀하는 첨부된 이러한 문서에 포함된 약관을 이해하였으며 이에 동의합니다

Xác Nhận Về Người Thông Dịch

(34) Xác Nhận Về Người Thông Dịch Nếu quý vị chọn thảo luận trương mục thẻ tín dụng của mình với chúng tôi bằng tiếng Tây Ban Nha, tiếng Trung, tiếng Hàn, tiếng Việt hoặc Tagalog, vui lòng đọc phần sau đây.

Bằng việc ký, sử dụng hoặc xác nhận thẻ tín dụng đã cấp cho quý vị, quý vị chứng nhận với chúng tôi rằng:

- Quý vị đã thảo luận với thông dịch viên của mình về Thỏa Thuận Khách Hàng và Tuyên Bố Tiết Lộ Thông Tin và đã có cơ hội trao đổi và thương lượng với chúng tôi về các điều khoản và điều kiện nêu trong những tài liệu này.
- Thông dịch viên của quý vị tối thiểu 18 tuổi và thông thạo cả tiếng Anh lẫn ngôn ngữ mà quý vị đã chọn sử dụng để thảo luận với chúng tôi về các điều khoản và điều kiện liên quan đến trương mục thẻ tín dụng của quý vị.
- Quý vị hiểu và đồng ý với các điều khoản và điều kiện được nêu trong những tài liệu đính kèm này.

Sertipikasyon ng Tagapagsaling-wika

(34) Sertipikasyon ng Tagapagsaling-wika. Kung pipiliin mong talakayin ang iyong credit card account sa amin sa wikang Spanish, Chinese, Korean, Vietnamese, o Tagalog, pakibasa ang sumusunod.

Sa pamamagitan ng paglagda, paggamit o pagkumpirma sa credit card na ibinigay sa iyo, pinatototohanan mo sa amin na:

- Tinalakay mo ang Kasunduan ng Kostumer at ang Pahayag ng Pagsisiwalat sa iyong tagapagsaling-wika at nabigyan ka ng pagkakataong talakayin at makipagkasundo sa amin sa mga tuntunin at kundisyong nilalaman ng mga dokumentong ito.

- Ang iyong tagasaling-wika ay wala pang 18 taong gulang at lubos na marunong sa Ingles at sa wika na napili mo para talakayin sa amin ng mga tuntunin at kundisyon ng iyong credit card Account.
- Nauunawaan at sinasang-ayunan mo ang mga tuntunin at kundisyong nakasaad sa mga nakalakip na dokumentong ito.

Wells Fargo Bank, N.A.
P.O. Box 10347, Des Moines, IA 5p306-0347
1-800-642-4720
We accept all relay calls, including 711

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Visa Signature 06/21 **M-132972**

LS WF72

Important Terms of Your Credit Card Account

Pricing Addendum for Wells Fargo Active Cash℠ Card

As of August 14, 2021

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	**Prime Rate + 11.74% to Prime Rate + 21.74%**, based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate. You may not qualify for the lowest APR disclosed in the range above. The APR applicable to your account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us.
APR for Balance Transfers	**Prime Rate + 11.74% to Prime Rate + 21.74%**, based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate. You may not qualify for the lowest APR disclosed in the range above. The APR applicable to your account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us.
APR for Cash Advances and Overdraft Protection Advances	**Prime Rate + 22.74%** This APR will vary with the market based on the U.S. Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing period. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore. *

Fees

Annual Fee	**None**
Transaction Fees	
▪ **Balance Transfers**	Up to **5%** for each balance transfer, with a minimum of **$5**.
▪ **Cash Advances**	Either **$10** or **5%** of the amount of each advance, whichever is greater.
▪ **Overdraft Protection Advances**	**$12.50** if the total of overdraft protection advances for the day is $50 or less; **$20** if the total of overdraft protection advances for the day is greater than $50.
▪ **Foreign Currency Conversion**	**3%** of each transaction converted to U.S. dollars.

Penalty Fees	
▪ **Late Payment**	Up to **$40**
▪ **Returned Check or Returned Payment**	Up to **$40**

How we will calculate your balance

We use a method called "average daily balance (including new purchases)." See the Agreement for more details.

* We do not control the website. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website.

How we will calculate your late payment and returned check or returned payment fees

The fee will be the lesser of the Minimum Payment or $29. For any subsequent event within a rolling six billing cycle period, the fee will be the lesser of the Minimum Payment or $40.

How we will calculate your variable APRs

Unless an introductory or promotional APR is in effect, we will add a "Margin" to the U.S. Prime Rate to determine your standard variable APR. For each billing period, we will use the U.S. Prime Rate, or the average of the U.S. Prime Rates if there is more than one, published in the Money Rates column of *The Wall Street Journal* three business days prior to your billing statement closing date. The APR may increase or decrease if the U.S. Prime Rate increases or decreases and this will also cause the related daily periodic rate to increase or decrease. An increase or decrease in the APR may increase or decrease the total amount of interest you pay. It may also increase or decrease the Minimum Payment due. See the Agreement for more details.

Interest Rate Calculation	
U.S. Prime Rate effective as of 09/30/2021	3.25%
Margin added to the U.S. Prime Rate to determine your APR for purchases and balance transfers	11.74% - 21.74%
APR for purchases and balance transfers	14.99% - 24.99%
Margin added to the U.S. Prime Rate to determine your APR for cash advances and overdraft protection advances	22.74%
APR for cash advances and overdraft protection advances	25.99%

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