



701 South China Lake Boulevard  
 P.O. Box 1209  
 Ridgecrest, California 93556-1209  
 (760) 371-7000 or (800) 433-9727  
 Website: www.altaone.org

## CREDIT LINE ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA PLATINUM, VISA PLATINUM REWARDS, VISA BUSINESS PLATINUM REWARDS AND VISA PLATINUM SECURED AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA PLATINUM, VISA PLATINUM REWARDS, VISA BUSINESS PLATINUM REWARDS AND VISA PLATINUM SECURED CREDIT CARDS, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

### Interest Rate and Interest Charges

<b>Annual Percentage Rate (APR) For Purchases</b>	VISA Platinum: _____%  VISA Platinum Rewards: _____%  VISA Business Platinum Rewards: _____%  VISA Platinum Secured: _____%
<b>Annual Percentage Rate (APR) For Balance Transfers</b>	VISA Platinum: _____%  VISA Platinum Rewards: _____%  VISA Business Platinum Rewards: _____%  VISA Platinum Secured: _____%
<b>Annual Percentage Rate (APR) For Cash Advances</b>	VISA Platinum: _____%  VISA Platinum Rewards: _____%  VISA Business Platinum Rewards: _____%  VISA Platinum Secured: _____%  Signature Line of Credit: _____%
<b>Paying Interest</b>	For VISA, We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. For all Feature Categories, We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b>	For VISA Platinum Secured, <b>\$30.00</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Foreign Transaction</li> </ul>	<b>1.00%</b> of each U.S. Dollar transaction that occurs in a foreign country <b>0.80%</b> of each foreign currency transaction in U.S. Dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Over-the-Credit Limit</li> <li>• Late Payment</li> </ul>	Except VISA Business Platinum Rewards, up to <b>\$25.00</b> For VISA Business Platinum Rewards, <b>\$25.00</b> per day Except VISA Business Platinum Rewards and Signature Line of Credit, up to <b>\$25.00</b> For VISA Business Platinum Rewards and Signature Line of Credit, <b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance." See Your Account Agreement for details.

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the reference to "We," "Us," "Our," and "Credit Union" mean ALTAONE FEDERAL CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any VISA Platinum, VISA Platinum Rewards, VISA Business Platinum Rewards and VISA Platinum Secured Credit Card issued to You by Us and any duplicates or renewals. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, debit cards, ATM cards, Credit Cards, wire transfers, direct transfers and/or wire transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**FEATURE CATEGORIES.** Your Account has Feature Categories which may include Signature Line of Credit, VISA Platinum, VISA Platinum Rewards, VISA Business Platinum Rewards and VISA Platinum Secured.

Account Feature Categories	Daily Periodic Rate	Annual Percentage Rate
<b>VISA Platinum</b> <b>VISA Platinum Rewards</b> <b>VISA Business Platinum Rewards</b> <b>VISA Platinum Secured</b> <b>Signature Line of Credit</b>		

**TRANSACTIONS/ADVANCES.** Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep this Document for Future Use." You understand that whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares, certificates and/or Collateral offered as security.

**SECURITY.** As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your Account and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

You acknowledge that You own any certificates, shares and/or Collateral pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the certificates, shares and/or Collateral being pledged enforceable.

For advances under any certificate secured Feature Category, all certificates which are pledged as Collateral must be renewed until Your outstanding Account balance is paid in full. Failure to renew any certificates securing any advance will cause Your entire outstanding Account balance to become immediately due and payable.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**CONSENSUAL LIEN.** If You have been issued a VISA Credit Card, You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid VISA Credit Card balance.

**LINE OF CREDIT LIMITS.** We will notify You of the Credit Limits given You for Your Account no later than the time of the first advance. We expect that You will make repeated advances on Your Account and unless You are in default, Your Credit Limit will generally be self-replenishing as You make payments on Your Account. VISA Platinum Secured advances are limited to the amount in Your secured sub-share account, and will be self-replenishing as You make payments on Your Account. VISA Platinum Secured Credit Limit increase requests will only be considered after a six-month period has passed since Your Account was established and will only be granted in \$100.00 increments.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances or transactions which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the Borrower(s) at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account at any time without penalty. You may make larger payments without penalty at any time. Any partial payment or prepayment of Your Account may not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Feature Category We wish. Payments will be applied first to any Late Charges or Fees owing, then to the Finance Charge due, then to the outstanding principal balance. Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to the principal. You understand that any delay in the repayment of Your unpaid balance will increase Your Finance Charges and any acceleration in the payment of Your unpaid balance will decrease Your Finance Charges.

You may, by separate Agreement, authorize Us to charge the Minimum Monthly Payment or Payment in Full automatically to Your Share or Share Draft Account.

Minimum Monthly Payments will be 3.00% of Your outstanding Account balance at the end of each billing cycle, which payment amount will be rounded up to the nearest dollar, subject to the lesser of \$25.00 or Your Account balance.

Minimum Monthly Payment calculations are based on the total outstanding balance of Your Account as of the end of the billing cycle, including accrued Finance Charges and other applicable charges. Any previous Minimum Monthly Payments and/or other fees and charges that remain unpaid will be added to this amount, and the total is Your Minimum Monthly Payment for that billing cycle.

**SKIP PAYMENT.** If Your Account is in good standing, We may allow You to skip certain payments each year. You will be notified in advance on Your Periodic Statement when a Minimum Monthly Payment due is shown. You may continue to make regular payments if You wish and You will reduce the amount of Finance Charges that You will have to pay if You do so. You will not be charged a Late Charge for those payments skipped. However, Finance Charges will continue to accrue as set forth in this Agreement. The Periodic Statement sent to You immediately following the Skip Payment period will indicate the Minimum Monthly Payment due. At that time, Your Minimum Monthly Payments will return to their regularly scheduled amounts and due dates as specified in this Agreement. You may opt out of this program by contacting Us.

**LATE CHARGE (EXCEPT VISA).** If Your payment is more than 14 days late, You will be charged \$25.00.

**OTHER FEES AND CHARGES.** You will be charged a skip payment fee FINANCE CHARGE for each month that You skip a payment on Your Account. The amount of such fee will be disclosed to You separately.

**FINANCE CHARGES (EXCEPT VISA).** A Finance Charge will be assessed on any unpaid principal balance for each Feature Category of Your Account for the period such balance is outstanding. Balances change each time advances are made, payments are made or credits given under any Feature Category. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

**HOW TO DETERMINE THE FINANCE CHARGE (EXCEPT VISA).** For all Feature Categories (except VISA), the Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance Charges to that balance have been subtracted and any new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed for the Feature Category being accounted for. The total Finance Charge You owe on Your Account for each billing cycle is the sum of all the Finance Charges due for all applicable Feature Categories.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. If We have issued You a Credit Card, We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of Account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

**COLLECTION COSTS.** To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act" and/or "Credit Line Account Advance Request and Security Agreement" which is delivered together with this Agreement or provided at a later time is an integrated part of this Agreement and Disclosure.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payment marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us in writing promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through

Us and have the premiums added to Your outstanding Account balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**CONSENT TO AGREEMENT.** You acknowledge a receipt of a copy of this Credit Line Account Agreement and Disclosure. By signing the Application; by using Your PINs or other Account access device; by using Your Account or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account Application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, an insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**SPECIFIC TERMS APPLICABLE TO YOUR VISA PLATINUM,  
VISA PLATINUM REWARDS, VISA BUSINESS PLATINUM REWARDS  
AND VISA PLATINUM SECURED CREDIT CARDS**

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances from Us or another financial institution. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBER.** We will issue You, upon Your request, a Personal Identification Number (PIN) for use with Your Card. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN and Your Card to access Your Account and all sums advanced on Your credit line will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**ACCOUNT RESTRICTIONS.** For VISA Platinum Secured, We will place and maintain a hold on funds in a sub-account of Your Share Account ("sub-share account") in an amount equal to Your approved VISA Platinum Secured credit limit. This hold (security interest) will remain in effect while Your VISA Platinum Secured balance remains outstanding, subject to the terms of this agreement. In order to discontinue a VISA Platinum Secured Account, You must sign a Share Secured Voluntary Closure form available at any of Our offices. You must also state the status of any Card(s) issued to You and list any outstanding charges. All Share Secured Accounts will have the secured funds transferred immediately to offset any principal balance owing followed by any fees or Finance Charges owed on the Credit Card. Accounts will be subject to a 15-day waiting period on any remaining funds in the sub-share account. Following the waiting period, any remaining funds will be transferred to the main share account and the sub-share account will be flagged as closed. Any amount outstanding on Your account which exceeds Your sub-share account balance must be immediately paid in full.

**UNAUTHORIZED USE.** For individual Accounts, You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us during business hours at the telephone number shown in this Agreement. You may also notify Us of the loss, theft or possible unauthorized use by writing to Us at the address shown in this Agreement. In any case, Your liability will not exceed \$50.00.

For business Accounts, if We have issued You less than 10 Cards for the use of Your employees, You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us during business hours at the telephone number shown in this Agreement. You may also notify Us of the loss, theft or possible unauthorized use by writing to Us at the address shown in this Agreement. In any case, Your liability will not exceed \$50.00.

For Business Accounts in which We have issued 10 or more Cards for the use of Your employees, You may be liable for the entire amount of unauthorized use.

**PRE-AUTHORIZED RECURRING CHARGES.** You may, from time to time, establish preauthorized recurring charges be made on Your Account. You understand that any such preauthorized recurring charges will continue unless discontinued by You directly with the service provider with whom you preauthorized the recurring charge.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**HOW TO DETERMINE THE FINANCE CHARGE.** The Finance Charge is determined by multiplying Your separate unpaid principal balances for purchases, balance transfers and cash advances at the close of each day of the billing cycle being accounted for by the applicable Daily Periodic Rate after payments, credits and unpaid Finance Charges, Late Charges and Annual Cardholder Fees have been subtracted and new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of Finance Charge owed for that billing cycle.

If Your entire new balance is paid off within 25 days from the close of the billing cycle, there are no Finance Charges on the balance for purchases for the current billing cycle.

Cash advances and balance transfers (including Convenience Checks and overdraft protection advances) are always subject to a Finance Charge from the date they are posted to Your Account and are not subject to the grace period described herein.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (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. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount.

**TRANSACTION SLIPS.** Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a credit slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more, refund it on Your written request or automatically deposit it to Your Share Account after 60 days.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using the Card contains terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**LATE CHARGE.** If Your scheduled Minimum Monthly Payment is more than 14 days late, You will be charged a fee. Except for VISA Business Platinum, the amount of such fee will equal the lesser of: (a) the amount of the minimum payment due; or (b) \$25.00. For VISA Business Platinum, the fee will equal \$25.00.

**ANNUAL CARDHOLDER FEE.** You will be charged a non-refundable, annual Cardholder fee of \$30.00 for Your participation in the VISA Platinum Secured program. You will be charged this annual fee on the last day of the billing cycle of the one year anniversary, and every year thereafter. You agree to pay such a fee whether or not You use the Account at any time during the year. Payment of this fee does not guarantee that Your Account will not be terminated.

**OVER-THE-CREDIT LIMIT FEE.** If You have affirmatively consented to allow Us to pay a transaction that would exceed Your Credit Limit and We have acknowledged Your consent as required by applicable law, subject to any limitations imposed by applicable law, You will be charged a fee for each billing cycle during which You exceed Your Credit Limit by more than 10.00%. Except for VISA Business Platinum Rewards, the fee will be an amount equal to the lesser of: (a) \$25.00; or (b) the amount by which You have exceeded Your Credit Limit. For VISA Business Platinum Rewards, the fee will be an amount equal to \$25.00 for each day that You exceed Your Credit Limit by more than 10.00%.

**REFUSAL TO HONOR CONVENIENCE CHECKS OR VISA CREDIT CARD(S).** We are not liable for the refusal or inability of merchants, financial institutions and others to accept Convenience Checks or Credit Card(s), or electronic terminals to honor Convenience Checks or Credit Card(s) or complete a Credit Card withdrawal, or for their retention of Convenience Checks or Credit Card(s).

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We may not accept Your Convenience Checks if: (1) by paying a Convenience Check, You would go over Your Credit Limit; (2) Your Convenience Check or payment check is postdated; (3) Your Cards or Convenience Checks have been reported lost or stolen; (4) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and as a result any other Convenience Check is returned or not paid, We are not responsible for any resulting loss or liability.

**LOST OR STOLEN CARDS.** To report a lost or stolen Card, Account Number, PIN or any combination thereof, You will call Us at (760) 371-7000 or (800) 433-9727. You may call 24 hours a day seven days a week. To initiate a lost or stolen Card report, when you are outside of the United States, You can visit any financial

institution that offers VISA card services. You may also write Us at AltaOne Federal Credit Union, P.O. Box 1209, Ridgecrest, CA 93556.

**LOST OR STOLEN CONVENIENCE CHECKS.** To report a lost or stolen Convenience Check, You will call Us during business hours at (760) 371-7000 or (800) 433-9727. You may also write Us at AltaOne Federal Credit Union, P.O. Box 1209, Ridgecrest, CA 93556.

#### **TERMS APPLICABLE TO ALL FEATURE CATEGORIES**

**OWNERSHIP.** All Account access devices remain Our property and may be cancelled by Us at any time without notice. You agree to surrender such Account access devices and to discontinue their use immediately upon Our request.

**TERMINATION.** Either You or We may cancel Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

#### **Your Billing Rights: Keep this Document for Future Use**

**This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.**

#### **What To Do If You Find A Mistake On Your Statement**

If You think there is an error on Your statement, write to Us at Our address shown in this Agreement. In Your letter, give Us the following information:

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

You must contact Us:

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

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

#### **What Will Happen After We Receive Your Letter**

**When We receive Your letter, We must do two things:**

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

**While We investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your 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 \$50.00 of the amount You question even if Your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If You are dissatisfied with the goods or services that You have purchased with Your Credit Card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1) The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50.00. (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 Our address shown in this Agreement.

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.