

RBC BANK CARDHOLDER AGREEMENT

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WELCOME TO RBC BANK

Your Agreement with Us. This RBC Bank Credit Card Account (“Account”) is provided by RBC Bank (Georgia), N.A., and is subject to the terms of this Cardholder Agreement (“Agreement”). Please review and save this important information about your Account.

This Agreement (“Agreement”, also sometimes referred to as a “Cardholder Agreement”) means that we have agreed to lend you money, and you have agreed to repay us together with fees and interest. By using your Card, the Account or any payment on the Account indicates that you agree to the terms of this Agreement. Please sign the back of your Card when you receive it. In this Agreement, the words “you”, “your” and “yours” mean the Cardholder(s). The words “we”, “us”, “our”, “Bank” or “RBC Bank” mean RBC Bank (Georgia), N.A. Please review and save this important information about your Account.

Important Definitions

1. **Glossary.** Below is a description of important capitalized terms used in this Agreement and what they mean.

- **Account** – Your RBC Bank® Visa® Account (“Account”) is provided by RBC Bank (Georgia), N.A., and is subject to the terms of this Agreement and the accompanying Disclosure Statement.
- **Annual Percentage Rate or “APR”** – The measure of the cost of credit, expressed as a yearly rate, reflecting the interest assessed in conjunction with the balance of your Account. The Annual Percentage Rate will change based on adjustments to the Prime Rate.
- **Balance Transfer** – The transfer of a balance from a credit card account or other credit account or other repayments of existing debt to this Account approved by us in your name. Your use of a Welcome Check during the introductory APR period is treated as a Balance Transfer, and may be subject to a promotional APR as described in the welcome kit accompanying your Welcome Checks.
- **Card** – Any credit card(s) or other access devices that are subject to this Agreement, which is issued to you or to another user to whom you authorize us to issue the Card. You agree that you will be deemed to be using the Card when you obtain credit by using only your Account number.
- **Cardholder** – The natural person to whom a Card is issued upon the request or application of that natural person, or a natural person who has agreed with us to pay obligations arising from the issuance of a Card to another person.
- **Cash Advance** – The use of your Account for a loan in the following ways:
 - (a) Cash-like Transaction;
 - (b) Convenience Check; or

- (c) Obtain cash from an ATM, financial institution, or other location (e.g., to obtain cash, money orders, wire transfers, or travelers checks).
- **Cash-like Transaction** – Any transaction involving the purchase of items directly convertible into cash, including wire transfers, money orders, bets, lottery tickets, gambling or casino gaming chips.
- **Convenience Check** – A draft that looks like other checks, but is drawn on the credit available in your Account. A Convenience Check is treated as a Cash Advance.
- **Disclosure Statement** – The Disclosure Statement includes the RBC Bank Credit Card Disclosures in tabular format included with this Agreement, containing certain information required to be disclosed upon the opening of your Account, and other disclosures issued by us in connection with the opening of your Account, as required under the federal Truth in Lending Act or its implementing regulations, as published by the Consumer Financial Protection Bureau (Regulation Z).
- **Finance Charge** – The cost of credit extended to you from the Account as a dollar amount. The Finance Charge is derived by applying a daily Periodic Rate to the average daily balance of your Cash Advances, Balance Transfers, and Purchases and from certain transaction fees and minimum Finance Charges set forth in this Agreement.
- **New Balance** – The balance outstanding on your Account on the last day of a Billing Cycle.
- **Periodic Rate** – The percentage of interest that is applied to the average daily balance of Cash Advances, Balance Transfers, and Purchases for a period. A daily Periodic Rate is used in this Agreement. The daily Periodic Rate will be equal to 1/365th of its corresponding APR, and the daily Periodic Rate will vary when the APR varies.
- **Previous Balance** – The balance outstanding on your Account at the beginning of a Billing Cycle. (It is the same amount that was shown as “New Balance” on the statement for the preceding Billing Cycle.)
- **Purchase** – Credit extended by us to you when you purchase goods, labor, insurance or services through sellers and lessors that honor your Card.
- **Unauthorized** – A transaction is considered “unauthorized” if it is initiated by someone other than you (the Cardholder) without your actual or apparent authority, and you receive no benefit from the transaction.
- **Welcome Check** – A maximum of three checks included in your initial welcome kit for your Account, and labelled as a “Welcome Check”. Your use of a Welcome Check after the expiration of any applicable introductory period is treated as a Balance Transfer.

USING YOUR ACCOUNT AND CARDS

2. Using Your Account. Provided that your Account is in good standing, you may draw on it by using your Card wherever the Card is accepted and up to the maximum amount we have set as your Credit Limit. You authorize us to pay for and charge your Account for all transactions made on your Account. You must repay us for any amounts charged to your Account and any applicable Finance Charges, even if the amounts charged are in excess of your Credit Limit. These amounts will be payable in United States dollars. You may not intentionally pay us more than you owe on your Account.

You can use your Card for the following types of transactions:

TRANSACTIONS	WHAT IT IS USED FOR
Purchases	You may use your Card to pay for goods or services.
Balance Transfers	You may transfer balances from other accounts or loans with other lenders (not in any way related to us) to your Account as we allow.
Cash Advances	You may obtain cash from ATMs, financial institutions, businesses or merchants that accept the Card. You may also obtain Cash Advances from financial institutions, businesses or merchants that accept the Card. Cash-like Transactions are treated as a Cash Advances.
Checks	We may provide you with Welcome Checks or Convenience Checks as a way to use your Account. We have the right not to pay a check for any reason. • Transactions after the introductory period using Welcome Checks will be treated as Balance Transfers. • Transactions using Convenience Checks will be treated as Cash Advances.
Preauthorized Payments	You may set up scheduled and repeat transactions to your Account. If your Account is closed, suspended, or your Account number changes, we are not responsible and you will need to contact any persons that you are paying by automatic transactions.
Promotions	You may receive special promotional offers related to your Account.
Foreign Currency	For transactions made in a currency other than U.S. dollars, there may be a fee based on the U.S. dollar amount of the transaction. See the accompanying Disclosure Statement for details.

3. Your Credit Limit. We set a maximum amount as your credit limit for your Account (“Credit Limit”), which is communicated to you in a separate document or posted on your monthly billing statement. If you wish to increase your Credit Limit you may contact us using the methods shown in Section 26 of this Agreement. If the balance of your Account exceeds the Credit Limit, you must pay any amount over the Credit Limit immediately upon our request.

Each transaction is considered for separate individual approval by us, including any transactions above the Credit Limit.

We are not obligated to honor every transaction, and we may close or suspend your Account at any time. We may decline transactions for any reason, including operational matters or suspected fraudulent or unlawful activity. We are not responsible for losses caused by transactions declined by us.

4. **Authorized Users.** If you allow someone else to use your Account, that person will be an authorized user ("Authorized User"). You should think carefully before allowing anyone to become an Authorized User because you are allowing that person to use the Account as you can. You are responsible for all credit obtained under your Account, whether obtained by you, another Authorized User or anyone else you permit to use your Account or Card. You must notify us if you want any Authorized User to stop using your Account. You are responsible for getting any cards, checks or other means of accessing your Account from the Authorized User. If you wish to terminate an Authorized User, we may close your Account and open a new account with a different number. To add or change Authorized Users, contact us using the number on the back of your Card or using the contact information in Section 26.

5. **Annual Fee.** We may require an annual fee for certain cards that provide accelerated rewards. See the Disclosure Statement for details. If your Account has an annual fee, you are responsible for it every year that your Account is open or until the Account is paid in full and closed.

6. **Exchange Rate.** For any charge or credit made to your Account in a currency other than U.S. dollars, Visa International will convert the transaction to U.S. dollars. The conversion will be pursuant to the applicable Visa regulations in effect from time to time. Currently, the exchange rate for converting the transaction currency to the billing currency used for processing international transactions is (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. We will post to your Account the total amount of the transaction in U.S. dollars. The exchange rate may differ from the rate in effect on the date of the transaction. These processing and transaction fees will be added to the balance of Purchases on your Account.

OTHER BENEFITS AND SERVICES

7. **Special Promotional Offers.** From time to time, we may offer special rates (such as lower interest rates or fee waivers) through Balance Transfer or other promotional programs. If you are selected for a promotional offer, it will be based on your Account status as of that date. If you take advantage of one of these promotional programs, the resulting balance will be subject to the terms made in that specific promotional offer. These promotional programs or introductory rates will be in effect for at least six months.

8. **Rewards.** Your Card allows you to earn Avion points, which can be redeemed for merchandise, travel and other rewards. The Avion Rewards Terms and Conditions are available for your review at rbcbankrewards.com and are subject to change without notice.

LOST OR STOLEN, CHANGES IN TERMS AND CARD OWNERSHIP

9. **Lost or Stolen Card.** If your Card was lost or stolen, or you think someone used your Account without your permission, tell us immediately by calling us or sending us a secure electronic message using the methods described in Section 26 of this Agreement. We need your help to find out what happened and correct the problem. If your Card is lost or stolen, you may be liable for the Unauthorized use of your Card that occurs before you notify us; however, your liability will not exceed \$50 for each loss or theft. **Keep Your PIN Secure.** Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, contact us using the methods described in Section 26 of this Agreement.

10. **Amendments.** We may change the terms of this Agreement from time to time, including the APR and fees that apply to your Account. We may also add terms or delete terms. Any such changes will be made in accordance with applicable law. Some terms may change without any amendment to this Agreement, such as when the Prime Rate changes. See Section 17 on changes to the Prime Rate.

11. **Card Ownership.** Your Card and any Convenience Checks or any other credit instrument or access device that we supply to you is our property, and must be returned to us or immediately upon our request. At our request, you will destroy your Card, Convenience Checks and/or other credit instruments or access devices as instructed by us.

PAYING US BACK

12. **Your Monthly Statements.** The time between the dates of your regular monthly Account statements is your "Billing Cycle". We will send you a monthly Account statement if there has been a transaction on your Account during the Billing Cycle, you have a debit or a credit New Balance of more than \$1.00, or a Finance Charge is imposed during the Billing Cycle. The number of days in the Billing Cycle shown on each Account statement may vary as a result of the different number of days in each month, but the payment due date will be a fixed day each month. We will send Account statements only to the primary Cardholder.

13. Making Payments to Us. You have the option of paying in full the New Balance shown on each monthly Account statement or paying it in installments that will be at least the amount of the minimum payment. You agree that you will pay at least the minimum payment shown on your monthly Account statement when it is due, until you have fully paid what you owe. We will calculate your minimum payment using the method described in the Rates and Fees Table.

WAYS TO PAY:



Log in to online banking and transfer funds from your RBC Bank Account:
<https://www.rbcbank.com/>



Toll Free
1-888-257-6837
Funds Transfer



Make check payable in U.S. dollars to:
Bankcard Services
P.O. Box 981350
Boston, MA 02298-1350
or to any other address printed on your payment coupon.

14. Applying Your Payments. We may allocate the amount of any minimum payment you make to your Account in the manner we, in our sole discretion, deem appropriate, unless applicable laws mandate a specific order for the application of such payments. We generally allocate any minimum payment to balances with the lowest APR. Any payments you make to your Account in excess of the minimum payment is generally allocated to balances with the highest APR.

15. Interest-Free Grace Period. The due date for your payment will be at least 21 days after your Account statement is mailed or otherwise delivered to you. You will be entitled to an interest free grace period for Purchases when you pay your New Balance shown on your monthly Account statement in full every month by the due date and time. There is no interest free grace period for Balance Transfers or Cash Advances. We charge interest on Purchases from the date the transactions appear on your Account (until the balance is paid in full) when your Account is not in an interest free grace period.

INTEREST WE CHARGE

16. Interest Rate. The APR(s) for Purchases, Balance Transfers and Cash Advances, as shown on the Disclosure Statement and other documents which are sent to you with your Card(s), are determined by adding a margin to a variable Prime Rate (see Section 17 below for information on the Prime Rate). The applicable margin for Purchases and Balance Transfers is based on your creditworthiness.

17. Prime Rate. The index we use is the "Prime Rate". The "Prime Rate" is the WSJ Prime Rate as published in the Wall Street Journal on the twentieth day (or the next business day if the twentieth is not a business day), of the month immediately before the month in which your statement is produced. A change in the index will result in a change to your variable APRs. If the Prime rate is no longer available, we will select a similar replacement reference rate.

18. How We Calculate Interest and Finance Charges. You will owe us the interest and Finance Charges as shown on your monthly Account statement and as calculated in accordance with the terms of this Agreement. Your APR may be found on the Disclosure Statement and other information sent to you with your initial Card(s). See Section 16 of this Agreement for more details on your applicable APR(s). We calculate interest and Finance Charges on your Billing Cycle by using the "Average Daily Balance Method." Under the Average Daily Balance Method, we calculate the Finance Charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of your Account (including current transactions).

- First, to get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new Purchases, Balance Transfers, Cash Advances and any applicable promotional balances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" for each of these balances.
- Second, we take the applicable APR for your Account for each balance category (Purchases/Balance Transfers/Cash Advances/promotional balances) and divide it by 365. This is your daily Periodic Rate.
- Third, we take the Average Daily Balance for each balance category and multiply it by the applicable daily Periodic Rate for each balance category. We then multiply this amount by the number of days in your Billing Cycle. The result is the interest and Finance Charges during the Billing Cycle that you owe us for each balance category.
- We calculate the interest and Finance Charges separately for Purchases, Balance Transfers, Cash Advances and each promotional balance because different APR(s) may apply to each of these categories of balances.

The minimum interest charge, if any, imposed on your Account will be at least \$1.00. We may use mathematical formulas similar to the ones described above to determine your Average Daily Balance, daily Periodic Rates and resulting interest and Finance Charges. You can avoid paying interest and Finance Charges for Purchases if you qualify for an interest free grace period described in Section 15 of this Agreement. If you are not entitled to an interest free grace period for Purchases, we will charge interest on Purchases from the date each Purchase is made. Similarly, because Balance Transfers and Cash Advances are not subject to an interest free grace period, we charge interest on Balance Transfers and Cash Advances from the date each Balance Transfer and Cash Advance is made, unless a special promotional rate applies.

19. Account Review. Periodically, but at least once every six months, we may conduct the review and reserve the right to do so. We may review your Account history and creditworthiness and determine whether your Account should be moved into a higher or lower level. This review may be waived for Private Banking customers and RBC Bank employees. If you are moved to a higher level, this will increase your APR for Purchases and Balance Transfers. If you are moved to a lower level, this will decrease your APR for Purchases and Balance Transfers. We will make these changes only as permitted by applicable law and will provide you with notice of any changes to the APR applicable to your Account as required by law. Increases to your APR following an Account review will apply only to your Account after the date provided in the notice to you of such increase. Except for changes due to any change in the Prime Rate, and the expiration of any introductory or promotional APR(s), we will not increase any of the APR(s) applicable to your Account during the first year after you open your Account.

RATES AND FEES

20. Rates and Fees Table; Calculation of Minimum Payment Due. Certain types of transactions may cause your Account to incur a charge at a certain rate or a fee or have another impact that adds to the balance of your Account. The information below describes these rates and fees. The Rates and Fees Table below indicates amounts “up to” certain amounts because applicable law may prevent us from charging you the full amount in some circumstances. This table also describes how we calculate the “Minimum Payment Due” on each of your monthly Account statements. Be sure to review the details of the fees in the table below so you understand the terms and know how to avoid these rates and fees.

RATE AND FEE TYPE	AMOUNT	WHEN IT IS CHARGED
Balance Transfer Fee	The greater of \$10 or 3% of the amount of the Balance Transfer	For any Balance Transfer transactions, and any special promotional offer transactions treated like a Balance Transfer, we will charge you a Balance Transfer Fee. This fee will not be more than \$99 except during an introductory period when there is no maximum limit. Balance Transfer Fees will be added to the Balance Transfer balance on your Account.
Cash Advance Fee	3.5% of the amount of the Cash Advance, but not less than \$5.	For any Cash Advance transaction (including the use of an ATM or a Convenience Check), and any special promotional offer transactions treated like a Cash Advance, we will charge you a Cash Advance Fee. Cash Advance Fees will be added to the Cash Advance balance on your Account.
Foreign Transaction Fee	Visa Signature Black: 1.5% of the U.S. dollar amount of the transaction. Visa Signature Black Plus: Foreign transaction fee does not apply. Visa Platinum: 3% of the U.S. dollar amount of the transaction.	For transactions made in a currency other than U.S. dollars, there may be a fee based on the U.S. dollar amount of the transaction. Foreign currency transactions are also subject to exchange rate charges. See Section 6 for details on exchange rates.
Late Payment Fee	\$25 for the first late payment \$35 for any further late payments during the next 6 billing cycles	If any minimum payment is not paid in full by the due date as shown on your monthly Account statement, we will add a Late Payment Fee. Late Payment Fees are added to the Purchase balance of your Account.
Returned Payment Fee	\$25 for the first returned payment \$35 for any further returned payments during the next 6 billing cycles	If a financial institution returns your payment to us unpaid, we will add a Returned Payment Fee. Returned Payment Fees are added to the Purchase balance of your Account.
Expedited Delivery Fee	\$35	If you ask us to send you a replacement lost or stolen credit card faster than the normal delivery time, then we may add the Expedited Delivery Fee to the Purchase balance of your Account.
Documentation Fee	\$5	If you request copies of more than two billing statements, sales drafts, and payment instruments during a Billing Cycle, then we may add the Documentation Fee to the Purchase balance of your Account. We will not charge the Documentation Fee in connection with a written notice of a billing error.
Minimum Payment Due	If the New Balance on your Account is \$15.00 or less, your minimum payment will be the New Balance. Otherwise the minimum payment will be calculated as shown in the next column.	If your New Balance is more than \$15.00, the minimum payment will be the sum of any past due amounts plus the greater of the following amounts: (a) \$15 or (b) the sum of (i) new daily Periodic Rate interest charges plus new Balance Transfer Fees, new Cash Advance Fees, and any other new fees and charges; plus (ii) 1.5% of your New Balance, rounded up to the nearest whole dollar (excluding any new daily Periodic Rate interest charges and any new Balance Transfer Fees, new Cash Advance Fees, and other new fees or charges).

OUR RELATIONSHIP

21. Your Ability to Terminate. You may terminate this Agreement at any time. To terminate, you can contact us using the methods described in Section 26 of this Agreement.

22. Our Ability to Terminate. We may terminate this Agreement or suspend your Account at any time by sending written notice to you. If either of us terminates this Agreement, you will still owe us the amounts due for your Account (including any interest, fees or Finance Charges that apply over time to unpaid amounts), until your Account is repaid in full.

23. Default. You will be in default under the terms of this Agreement if:

- You die;
- You do not make at least the minimum payment on or before the payment due date;
- You exceed or try to exceed your Credit Limit without our permission;
- You provide us with false information or a false signature;

- You make a payment that is rejected, not paid or cannot be processed;
- We reasonably believe that you will not be able to pay us back (for example, if you become subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceeding is instituted against you or your property); or
- You fail to comply with any provision of this Agreement.

If you are in default, we can require that the total outstanding balance on your Account be immediately paid in full. Where required by state law, we will provide you with notice and a right to cure in accordance with that law. Our acceptance of a payment after your Account is in default does not mean that we approve of the default or otherwise waive our rights against you.

OTHER IMPORTANT INFORMATION

24. Credit Reports. Subject to applicable law, we may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may also obtain and use credit reports, income and other information about you from credit bureaus and others as the law allows. You consent to us getting (now, in the past, or in the future) any credit, employment, or other investigative inquiries we need in connection with the extension or collection of credit under your Account. If you believe we made a mistake in the reporting of any credit information about you, you may notify us *in writing* using the contact methods for U.S. Mail and secure message described in Section 26 of this Agreement. When writing, tell us the specific information you believe is incorrect and why you believe it is incorrect.

25. Military Credit 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 cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an APR of 36 percent. This rate must include, as applicable to the credit transaction or account, 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). Applicants who are on active military duty or are a dependent of a person currently on active military duty may call 1-855-724-0468 to hear about this transaction's Military APR and account-opening disclosure.

26. Communications. You agree that we may communicate with you by mail, phone, email, fax, prerecorded message, automated voice, text message, push notification or other means allowed by law regarding your Account. You agree that we may contact you at any telephone number for you that we can find (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you. If you have questions about your Account and wish to contact us, you may reach us using the following methods:



On the web, by secure message
after signing in to online banking at
<https://www.rbcbank.com/>



Toll Free
1-888-257-6837
Bill Pay or Funds Transfer



Mail: RBC Bankcard Services
General Inquiries
P.O. Box 869
Buffalo, NY 14240-0869

27. Assignment. We have the right to assign or transfer our rights under this Agreement and any amount you owe to us. In that case, the terms "we," "us," "our," "Bank" and "RBC Bank" shall be deemed to include each and every immediate and successive assignee. You do not have the right to assign or transfer your rights under this Agreement.

28. Personal Data. Subject to applicable law, we will disclose information to third parties about you and your Account or the Balance Transfers you make: where it is necessary for completing Balance Transfers; to verify the existence and condition of your Account for third parties, such as credit bureaus or merchants; to comply with government agency or court orders; as otherwise required or permitted by law or government regulation; to provide you emergency cash or card replacement services through Visa U.S.A. Inc. and its members and contractors; if you give us permission; and as stated in the RBC Privacy Notice.

29. Important Information About our Relationship and your Account. This Agreement will be governed by the laws of the United States of America and the State of Georgia. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law. Our failure to exercise, or our delay in exercising, any of our rights under this Agreement for any reason will not mean that we will be unable to exercise those rights later. The invalidity of any provision of the Agreement will not affect the validity of any other provision. This Agreement, the Disclosure Statement, and accompanying disclosure documents (including our Privacy Policy), as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitute the entire agreement between you and us, and supersede any prior negotiation or understanding between you and us concerning the subject matter of this Agreement. You agree not to make or permit to be made any illegal or unlawful transactions on your Account through the use of a Card, a Convenience Check or any other manner. Your Card and your Account may be used solely for personal, family or household use. From time to time, new products, optional

services, or enhancements (for example, insurance or credit card registration) may be offered with your Account. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. **YOU AGREE TO HOLD US HARMLESS FROM ANY CLAIMS, ACTIONS, OR DAMAGES RESULTING FROM YOUR USE OF ANY OF THESE FEATURES, SERVICES, OR ENHANCEMENTS, WHEN PERMITTED BY APPLICABLE LAW.** We reserve the right to adjust, add, or delete benefits and services at any time.

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.

Telling us about statement errors

If you think there is an error on your statement, contact us in writing using the US Mail and secure message methods shown in Section 26 of this Agreement.

In your communication, 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 (or electronically)*. 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 WRITTEN COMMUNICATION

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

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, 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 regarding 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 contact us in writing within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR 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 for 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 using the US Mail and secure message methods described in Section 26 of 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.

If you would like to learn more about factors to consider when shopping for or using a credit card, visit the website of the Consumer Financial Protection Bureau at consumerfinance.gov.



Equal Housing Lender. Member FDIC.

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