

This Agreement governs your credit card account (“Account”) with us. It consists of this document, a “Pricing Information” document, and other documents that we may refer to as part of this Agreement. You confirm your acceptance of the terms of this Agreement each time you use your Account. The words “you” and “your” refer to any person whose name appears on a credit card issued on the Account (“Card”) or who uses the Account or otherwise agrees to be financially responsible on the Account. The words “Bank” and “we,” “us,” and “our” refer to Mercantil Commercebank, N.A. “MasterCard” means MasterCard International, Inc., “Visa” means Visa U.S.A. Inc., and “Payment Card Network” means MasterCard or Visa, whichever is shown on your Card. “Interest Charges” means any charges to your Account that are based on the application of Annual Percentage Rates (“APRs”). “Fees” means any charges (including charges for reimbursable expenses) imposed on the Account that are not based on the application of an APR.

1. How You May Use the Account. You may use your Account for the following types of consumer transactions: (i) to purchase goods and services with your Card (“Purchases”); (ii) to obtain cash from a participating financial institution or merchant or from an ATM (“Cash Advances”); and (iii) to transfer balances to your Account from other creditors. We may limit the amount of Cash Advances that can be made on the Account. You agree to use your Account only for transactions that are legal where conducted and not to use it for business purposes. We may deny authorization of any transaction we believe or suspect to be illegal (including any transaction identified as Internet gambling) or fraudulent, and we may suspend your credit privileges if we detect unusual or suspicious activity in your Account.

2. Transactions in Foreign Currencies. If you make a transaction in a currency other than U.S. dollars, the

Payment Card Network will convert the corresponding charge or credit into a U.S. dollar amount using its currency conversion procedures then in effect. The Payment Card Network will not add an adjustment factor to the U.S. dollar amount. The conversion rate in effect on the processing date may differ from the rate on the transaction or posting date. We will charge you a Foreign Currency Conversion Fee for each converted transaction in the amount specified in the Pricing Information. The monthly billing statement for your Account (“Statement”) will show the original transaction amount in foreign currency as well as the converted transaction amount in U.S. dollars. The Statement will also show the total Foreign Currency Conversion Fee for the Billing Cycle.

3. Single-Currency Transactions. If you make a transaction involving only U.S. dollars with your Visa Card outside the United States of America, Puerto Rico, or the U.S. Virgin Islands, we will charge you an International Service Assessment (ISA) Fee for each transaction amount as specified in the Pricing Information. Your Statement will show a total amount that includes the transaction amount in U.S. dollars plus the ISA Fee.

4. Credit Limit. Your Account has a credit limit shown on your card carrier or your Statement. You will not allow your Account balance to exceed this credit limit. If your Statement also shows a limit for Cash Advances, you will not allow your outstanding Cash Advance balance to exceed this Cash Advance limit either. We may change your credit limit or your Cash Advance limit at any time for any reason as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. We may, but are not required to, approve transactions that exceed these limits. If we authorize such a transaction, you agree to pay any amount exceeding the applicable limit upon demand.

5. Monthly Statement. We will send you a Statement at the end of each billing period (intervals of approximately one month, which we call “Billing Cycles”) if there is a debit or credit balance on the Account of \$1.00 or more, or a balance on which an Interest Charge has been imposed. You will be financially responsible on the Account even if you do not receive a Statement. We may stop sending you Statements if we deem your Account uncollectible or start collection procedures; however, we may continue to add interest and fees as permitted by law.

6. Your Liability.

(a) Liable Parties. If your name appears on a Statement, our records show that you are liable for the full balance due on the Account. By using your Account or making a payment on the Account knowing that your name appears on any Statement, you agree that our records are accurate. In addition, you are liable for the full balance due on the Account if you have agreed to be liable (even if your name does not appear on a Statement). In either case, you will be individually and jointly liable (“Liable Party”) for all credit extended on the Account (other than for Unauthorized Charges), including any Interest Charges and any Fees as provided in this Agreement. If we receive a request from any Liable Party to remove another Liable Party from the Account, we may honor or refuse the request, in our discretion, without prior notice. Your payment obligations under this Agreement will apply to your estate if you die.

(b) Other Users of the Account. If you are not a Liable Party and you use the Account, you are liable for each transaction you make on the Account plus any Interest Charges and any Fees related to such transactions. However, the liability of an Authorized User (as defined in Section 10(f) below) does not relieve any Liable Party from liability for the Authorized User’s transactions until paid.

7. Payments.

(a) General. A payment must be made on the due date shown on your Statement for each Billing Cycle in which you have a New Balance on the Account (a “Payment Due Date”). The Bank will not be responsible for determining the accuracy, validity, or appropriateness of any of the charges or debits comprising any New Balance, and you assume full responsibility for resolving any errors or problems involving such charges and debits in the manner specified in Section 13 below. We apply your minimum payments to lower APR balances before higher ones. If you make a payment that exceeds the Minimum Payment Due, we apply the excess portion to higher APR balances before lower ones.

(b) Automatic Debit Option. If you so elect by delivering a completed Automatic Debit Instructions form (“Debit Instructions”) to us, the method of payment will be automatic debit to a deposit account that you maintain with us and designate for that purpose in the Debit Instructions (the “Designated Account”). Pursuant to the Debit Instructions, we will, on each Payment Due Date, debit the Designated Account either in the amount of the New Balance or in the amount of the Minimum Payment Due, depending on the option you have selected in the Debit Instructions. You may change the Debit Instructions from time to time by written notice to us, and we will implement the change as soon as practicable after our receipt of the notice. It is your responsibility to make sure that there are sufficient available funds in the Designated Account on each Payment Due Date to cover the amount of the New Balance or the Minimum Payment Due, as the case may be; however, the debits will be made in accordance with the Debit Instructions irrespective of the amount of available funds in the Designated Account, even if the effect of a debit will be to create or increase an overdraft in the Designated Account. Any such overdrafts will be subject to the terms and conditions (including those regarding interest and charges) set forth in the Bank’s Understanding Your Deposit Account agreement (the “Account Agreement”) and in any overdraft facility

agreement that may be in effect with respect to the Designated Account (an “Overdraft Facility Agreement”). Notwithstanding anything to the contrary in the Account Agreement or an Overdraft Facility Agreement, however, you must immediately repay any overdraft resulting from debits made under this Section 7(b).

(c) Minimum Payment. Irrespective of whether you elect automatic debit as your method of payment by delivering Debit Instructions to us, you will be responsible for ensuring that we receive at least the Minimum Payment Due in the amount shown in the Pricing Information by the Payment Due Date on your Statement (as well as any and all other payments required under this Agreement when they are due).

(d) Form of Payment. You will pay us in U.S. dollars for all amounts you owe on your Account. We may, at our option, accept payments made in foreign currency or checks drawn on non U.S. banks; however, if we do, we will select the conversion rate and we may impose service and collection charges. Our determination of service and collection charges will be final. We are not required to accept any payment that we deem to require special handling.

(e) Crediting of Payments. We will credit your payments to the Account upon receipt; however, credit may not be made available immediately for the amount of any payment received. We may resubmit and electronically collect returned payments. We may also adjust your Account as appropriate to correct errors, to process returned and reversed payments, and to handle similar issues.

(f) Payments with Restrictive Words, Conditions, or Instructions. We may accept checks or other payment items that have restrictive words, conditions, limitations, or special instructions (including items marked with the words “payment in full” or similar language) without losing any of our rights. You must send any such payment to the “Billing Rights Summary” address shown

on your Statement. Satisfaction of your debt for less than the full amount due requires our written agreement.

8. Interest Charge On Your Account Balance.

(a) Paying Interest. We begin assessing periodic Interest Charges on a transaction, Fee, or Interest Charge from the date it is added to your daily balance as described in this Agreement until your Account is paid in full. Your Payment Due Date will be at least 25 days after the close of each Billing Cycle. You can avoid periodic Interest Charges on new Purchases, but not on Cash Advances or Balance Transfers. To avoid Interest Charges on new Purchases (which is called a “grace period”), you must pay the New Balance in full by the Payment Due Date for every Billing Cycle. If you do not, you will not get a grace period until you pay the New Balance in full for two consecutive billing periods.

(b) Periodic Interest Charge Calculation – Average Daily Balance Method (including current transactions). We calculate periodic Interest Charges for each Billing Cycle using the “average daily balance” method, as follows:

- We start with the balances for each of the different transaction types (for example, Purchases, Cash Advances, Balance Transfers, and Promotional Balances).
- To calculate a daily balance for each transaction type, we take the balance at the end of the previous day, add new charges, subtract new credits or payments, and make adjustments.
- We determine your average daily balance for each transaction type by adding up all of your daily balances for that transaction type in the Billing Cycle and dividing by the number of days in the Billing Cycle. This gives us the Balance Subject to Interest Rate for the Billing Cycle for each transaction type.
- We determine the interest charge for each transaction type by multiplying the average daily balance by the daily periodic rate (APR divided by 365) and by the number of days in the billing period as applicable. This gives us the Interest Charge for each transaction type.

We add a new Purchase or Cash Advance to the daily balance on the date of the transaction, or a later day of our choice. We add a Balance Transfer to the daily balance on the date we receive the Balance Transfer check for payment, or a later day of our choice. We add Fees either on the date of the related transaction, the date they are posted to your Account, or the last day of the Billing Cycle, whichever we choose.

(c) Balance Subject to Interest Rate. Your Statement shows a Balance Subject to Interest Rate for each different transaction type. The Balance Subject to Interest Rate is the average daily balance determined in the manner described in Section 8(b) above.

(d) Annual Percentage Rates.

(i) Rates. The APRs for your Account are listed in the Pricing Information.

(ii) Variable Rate Information. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in The Wall Street Journal on the 15th day of each month or, if the 15th day of a month is not a business day, on the first business day after the 15th (in either case, the “Index Date”). The “Prime Rate” is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal. A “business day” is any day that is not a weekend or federal holiday. The APR will change if the Prime Rate changes. The new rate will be applied as of the first day of the first billing cycle beginning after the relevant Index Date. If the APR increases, you will pay a higher interest charge and may pay a higher Minimum Payment. The Prime Rate is simply a pricing index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

(e) Minimum Purchase Interest Charge. Whenever the Purchase balance is subject to a periodic Interest Charge, we will charge the greater of that periodic Interest Charge or the Minimum Interest Charge shown in the Pricing Information.

(f) Cash Advance and Balance Transfer Fees. For each Cash Advance, we will charge the Cash Advance Fee shown in the Pricing Information, rounded to the next highest cent, and add the fee to the Cash Advance amount on the transaction date. Promotional Balances will also incur the Cash Advance Fee unless we state otherwise in our offer. For each Balance Transfer, we will charge the Balance Transfer Fee shown in the Pricing Information, rounded to the next highest cent, and add the fee to the Balance Transfer amount on the transaction date, unless we state otherwise in our offer.

(g) Withholding Tax. If your legal residence or State-ment address is in a country other than the United States, the government of that country may impose a withholding tax on the Finance Charges due on your Account. You are liable for such tax and we may charge the amount of the tax to the Account if you do not pay it.

9. Fees and Charges.

(a) Fees. We will charge you, and you agree to pay us, the following Fees:

(i) Annual Fee. If an Annual Fee applies to your Account, it will be billed each year.

(ii) Late Payment Fee. A Late Payment Fee if we do not receive at least the Minimum Payment Due by its Payment Due Date. For this purpose, the Minimum Payment will not be considered to have been received if it was debited to the Designated Account pursuant to Section 7(b) above and the debit created an overdraft.

(iii) Returned Payment Fee. A Returned Payment Fee for any payment on your Account that is returned to us unpaid.

(iv) Statement Copy Fee. A Copy Fee for a Statement, check, or other record of your Account other than for a billing dispute you may assert against us pursuant to applicable law.

(v) Retrieval Request Fee. A Retrieval Request Fee for a copy of a particular sales draft.

(vi) Cash Advance Fee. A Cash Advance Fee for each Cash Advance transaction, as described in Section 8(e) above.

(vii) Balance Transfer Fee. A Balance Transfer Fee for each Balance Transfer, as described in Section 8(e) above.

(viii) Foreign Currency Conversion Fee. A Foreign Currency Conversion Fee on each transaction made in a currency other than U.S. dollars, as described in Section 2 above.

(ix) International Service Assessment (ISA) Fee. An International Service Assessment (ISA) Fee on certain foreign transactions made on a Visa Card, as described in Section 3 above.

(b) Amount of Other Fees and Charges. The amounts of the Fees are listed in the Pricing Information. We may change the amount of these Fees or add new ones from time to time. The Fees referred to in this Section 9 are in addition to any other fees that may be applicable (e.g., wire transfer fees) under the terms and conditions of, or any agreement relating to, the Designated Deposit Account. Information on deposit account-related fees and fees for Consumer Banking is available online at www.mercantilcb.com and we will provide you with a copy of it upon request.

10. Other Important Information.

(a) Signature. You must sign the back of your Card as soon as you receive it to help protect your Account from unauthorized use. However, your liability on the Account does not depend on whether you sign your Card.

(b) Account Materials. We may send Account materials, including Cards, Statements, and notices, to any Liable Party, and that person will be responsible for delivering those materials to the other Liable Parties and Authorized Users. Notice to any of you will be considered notice to all of you.

(c) Change of Personal Information. You will notify us in writing immediately if you change your name, address, or home or business telephone number. If we do not have a valid address because you failed to update your information, you are responsible for obtaining any

Account materials we would normally have delivered to your address.

(d) Credit Information. We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your accounts. You will provide updated financial information upon our request. In addition, we may report information about you to credit reporting agencies. You have the right to dispute the accuracy of information we have reported. If you wish to do so, please send your dispute in writing to the address for Written Inquiries shown on the front of your Statement. Please include your name, address, Account number, telephone number, social security number, and a brief description of the problem. If available, please include a copy of the credit report in question.

(e) Sharing Information. We share information with our affiliates and others as follows:

(i) Sharing Information with Affiliates and Others. We may share information that is solely about our transactions or experiences with you or your Account (“Experience Information”) with our affiliates and others such as MasterCard, Visa, or your other creditors. We may also share with our affiliates non-experience information (“Non Experience Information”) such as information contained in your credit application or obtained by us from other sources. You can instruct us not to share Non Experience Information by calling Customer Service at the telephone numbers provided on the front of your Statement or on the back of your card, or by sending a written request to the address for Written Inquiries shown on the front of your Statement. Please be sure to include your name, address, telephone number, Account number, and social security number with your correspondence.

(ii) Sharing Information with Companies that Work for Us. We may occasionally share information with outside companies that work for us. These companies act on our behalf and are obligated to keep the information that we provide to them confidential.

(f) Authorized Users. You may allow Authorized Users on your Account in the following ways: (i) by notifying us that you want someone added to your Account as an Authorized User; (ii) by giving someone access to your Card or Account number; or (iii) by any other ways in which you would legally be considered to have allowed another to use your Account or would legally be prevented from denying that you did so. You should think carefully before you allow anyone to become an Authorized User, because an Authorized User can use your Account to the same extent you can. Your Account does not permit you to limit the nature or amount of authority you give to any Authorized User, and you agree that you will not attempt to do so. An Authorized User’s authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you do not retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.

(g) Dispute Assistance. If you disagree with a transaction on your Statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss. You also will provide reasonable cooperation to us in any investigation, litigation, or prosecution arising in connection with the use of the Card.

(h) Default. We may consider your Account to be in default if: (1) you do not make any payment when it is due; (2) any payment you make is rejected, not paid, or cannot be processed; (3) you exceed, and fail to immediately repay the amount over, your credit limit by the following due date; (4) a bankruptcy or other insolvency proceeding is filed by or against you; (5) you die or are legally declared incompetent or incapacitated; (6) we determine that you made a false, incomplete, or misleading statement on any of your Account documentation, or you otherwise tried to defraud us; or (7) you do not comply with any term of this Agreement or any

other agreement with us. If you are in default, we may take the following actions without notifying you, unless the law requires us to notify you: (i) close or suspend your Account; (ii) lower your credit limit; (iii) increase your minimum payment; (iv) require you to pay the entire balances owing on your Account immediately; (v) continue to charge you interest and fees as long as your balances remain outstanding; and/or (vi) pursue any other action against you that the law allows, which includes the filing of a lawsuit against you. You must pay us all of our collection expenses, attorneys’ fees, and court costs unless the law does not allow us to collect these amounts.

(i) Closing Your Account. You may close your Account by notifying us. We may close your Account or suspend or limit your credit privileges at any time without prior notice except as required by law. If the Account is closed, you will stop using it and will destroy all Cards. All Liable Parties’ and Authorized Users’ liability will apply to all balances and transactions made on the Account even if they are made or processed after the date the Account is closed.

(j) Changes to this Agreement. We may change the rates, fees, and terms of this Agreement as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you notice of the changes and a right to reject them to the extent required by law. We may send the notice to you electronically as permitted by law. If an amendment gives you the opportunity to reject a change, and if you reject the change in the manner provided in the amendment, we may terminate or suspend your right to receive credit.

Your variable APRs (if applicable) can go up or down as the corresponding index goes up or down, without any change to this Agreement.

(k) Telephone Monitoring. We may listen to and record telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive.

(l) Enforceability. We will not lose any of our rights under this Agreement if we delay enforcing them, fail to enforce them, or do not provide you with any related notification. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in effect. We may always enforce our rights later and take other actions not described in this Agreement if the law allows them. In connection with our enforcement of our rights under this Agreement, you waive (i) any right to require us to proceed against someone else or to pursue some other remedy and (ii) any defense because of your incapacity or the incapacity of an Authorized User or other defense based on anything other than full payment.

(m) Governing Law. THIS AGREEMENT IS GOVERNED BY APPLICABLE FLORIDA AND FEDERAL LAW. The Account and all matters relating to the Card (including disputes and chargebacks) are also subject to the rules, procedures, and guidelines issued from time to time by the applicable Payment Card Network.

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

Any dispute, claim, or controversy (“Claim”) by or between you and us (including each other’s employees, agents, or assigns) arising out of or relating to this Agreement, the Account, the Card, our relationship, or the validity or scope of any provision of this Agreement, including this arbitration clause, will upon election by either you or us be resolved by binding arbitration. This

applies to all Claims, irrespective of what legal theory they are based on or what remedy they seek, and whether arising in the past, present, or future. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Arbitration may be selected at any time unless a judgment has been rendered or the other party would suffer substantial prejudice by the delay in demanding arbitration.

A single, neutral arbitrator will resolve Claims. Arbitration, including selection of an arbitrator, will be conducted in accordance with the rules and procedures of the American Arbitration Association (“AAA”). You may contact AAA at 335 Madison Avenue, Floor 10, New York, NY 10017--4604, 800-778-7879 (toll free), or <http://www.adr.org>, to obtain rules and forms to initiate arbitration. If AAA is unable or unwilling to serve as the provider of the arbitration or enforce any of the provisions of this Agreement, we may substitute another national arbitration firm with similar procedures such as JAMS. This arbitration section of this Agreement is governed by the Federal Arbitration Act (the “FAA”). Judgment upon arbitration may be entered in any court having jurisdiction. Arbitration will be conducted in the federal judicial district in which your billing address is located at the time the claim is filed; however, if your billing address is outside the United States, arbitration will be conducted in Miami-Dade County, Florida.

Whoever files the arbitration will pay the initial filing fee. If we file, we will pay; if you file, you will pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we

will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action, or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are considered as one person for these purposes.

The arbitrator’s award will be final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, THIS ARBITRATION SECTION PRECLUDES YOU AND US FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS IN COURT, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION IF YOU OR WE ELECT TO ARBITRATE.

(o) Successors and Assigns. This Agreement will be binding on, and will benefit, any of your or our successors and assigns. We may assign the Account, any amounts owed by you, or any of our rights and obligations under this Agreement to a third party without your permission. If we do so, this Agreement will remain in effect and the assignee will be entitled to all of the rights assigned. You may not transfer the Account or any of your obligations under this Agreement to any third party without our written permission.

(p) Right of Setoff. Except to the extent prohibited by applicable law, we have the right to deduct any money you owe us for any past-due Minimum Payment Due or the entire outstanding balance (if it has become due for any reason) from the Designated Account and any other deposit account(s) that any Liable Party maintains with us or from any money that any Liable Party has coming from us.

11. Lost or Stolen Cards.

(a) If you notice the loss or theft of a Card, or if you believe that it is being used without your permission, you should write to us immediately at the address for billing inquiries and correspondence shown on the front of your Statement, or call us at 1-866-208-6610 (toll free from the U.S.) or 0-800-100-3184 (toll free from Venezuela) or 305-717-1919 (from all other locations). You should not use the Account or the Card after you have notified us, even if the Card is found or returned. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for

unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

(b) You agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of a Card and to comply with such procedures as we may require in connection with our investigation.

12. If Your Card Is Refused. We are not responsible and will have no liability if we do not approve a transaction on your Account, or if a third party refuses to accept or honor your Card, for any reason. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. Additionally, the number of transactions you make in one day may be limited since we may, for security purposes or otherwise, limit the number or amount of authorizations that may be given. If the Account is over limit or delinquent, authorization of credit for transactions may be declined.

13. Your Billing Rights: Keep this Document for Future Use

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

What To Do If You Find A Mistake On Your Statement

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

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

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

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

delinquent if you do not pay the amount we think you owe.

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.