

# Platinum Premier Rate Mastercard® Pricing Terms



The Platinum Premier Rate Mastercard Pricing Terms is part of your Credit Card Agreement and Disclosure. It provides cost, fee and other important information on your Account.

Interest Rates and Interest Charges	
<b>Mastercard®</b>	<b>Platinum Premier Rate</b>
<b>Annual Percentage Rate</b>	<b>11.95% to 18.00%</b> when you open your Account, based on your creditworthiness and other factors. After that, this APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>2.9%</b> Introductory APR for Balance Transfers made during the first 90 days from the date of Account opening. Introductory APR does not apply to purchases. Promotional balances will remain at <b>2.9%</b> APR for 12 months starting from the date of the initial Balance Transfer request. Beginning with the 13th month, your APR will be <b>11.95% to 18.00%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>2.9%</b> Introductory APR for Cash Advances made during the first 90 days from the date of Account opening. Introductory APR does not apply to purchases. Promotional balances will remain at <b>2.9%</b> APR for 12 months starting from the date of the initial Cash Advance request. Beginning with the 13th month, your APR will be <b>11.95% to 18.00%</b> . This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and</b>	<b>None</b>
<b>Minimum Interest Charge</b>	<b>None</b>
<b>How to Avoid Paying</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your ENTIRE balance by the due date each month.
<b>For Credit Card Tips from</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> .

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
• Balance Transfer	<b>2% of the amount of each Balance Transfer</b>
• Cash Advance	<b>2% of the amount of each Cash Advance</b>
• Foreign Transaction	<b>None</b>
<b>Penalty Fees</b>	
• Late Payment	<b>Up to \$29</b>
• Over the Credit Limit	<b>None</b>
• Returned Payment	<b>Up to \$29</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your credit card agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this credit card agreement. The information about the cost of the Cards described in this agreement is accurate as of 01/2023. This information may have changed after that date. To find out what may have changed, call us at 1-800-580-3300 or write to us at: RBFCU, P.O. Box 2097, Universal City, TX 78148.

# Platinum Premier Rate Mastercard®

## Agreement Billing Rights & Credit Card Disclosure



Please read this Agreement carefully and keep it for your records. By using your Card, you agree to all the terms of this Agreement.

You specifically grant RBFCU a lien and consensual security interest in all individual and joint Accounts, present and future shares and deposits held in any deposit accounts you have with us now and in the future to secure repayment of credit extensions made under this agreement. The granting of this security interest is a condition for the issuance of any Card, which you may use, directly or indirectly, to obtain extensions of credit under this agreement. This does not apply to shares in an Individual Retirement Account or Simplified Employee Plan qualifying as such under the Internal Revenue Code. You authorize RBFCU to take money from any non-exempt deposit account and apply it to what you owe, if you are in default.

**DEFINITIONS:** "Agreement" means this RBFCU Platinum Premier Rate Mastercard® Agreement. "You," "Your," and "Cardholder" mean any person who signs the Application or uses the card. "Card" and "Account" mean RBFCU Platinum Premier Rate Mastercard, which we issue under this Agreement, and includes any device used to obtain credit or cash from the credit card Account. The terms "our," "we," "us," or "RBFCU" refers to RBFCU or any of its assignees. "Use of the Card" means any action taken by you, or someone authorized by you, to make a purchase or obtain a Cash Advance whether or not the purchase or advance is evidenced by a signed document. "Balance Transfer" refers to moving an outstanding balance from a non-RBFCU credit card to your RBFCU Mastercard. "ATM" means automated teller machine, or other electronic terminal device. "Unauthorized use of the Card" means the use of the Card by someone other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. Mastercard and the circles design are registered trademarks of Mastercard International Inc. or its affiliates.

**AGREEMENT:** This Agreement governs the use of your credit card Account with us. You agree to be bound by the terms of this Agreement. If your Account is a joint Account, each of you will be jointly and individually responsible for all amounts due under this Agreement. If your application is approved, RBFCU may, at its discretion, establish a credit card Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize RBFCU to pay all items reflecting credit purchases and Cash Advances obtained through the use of the Card. You should read this Agreement and keep a copy for your records.

1. **CREDIT LIMIT:** We will tell you the maximum amount you may owe us at any one time. That amount is your credit limit. You promise the purchases made and/or Cash Advances received on your Card will not exceed the credit limit disclosed to you at the time you receive your Card or the credit limit adjusted by RBFCU. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time.
2. **PROMISE TO PAY:** You promise to pay RBFCU the amount of all purchases, Cash Advances, and Balance Transfers that you conduct using the Card and all other charges, including the interest charge incurred under this Agreement. If more than one person signs or submits the application, or subsequently requested, granted, accepted or used the Account, each of you promises to pay all amounts owed to us under this Agreement. This means that we may collect money owed to us from each of you or from all of you.
3. **AUTHORIZED USERS:** An authorized user is an individual who has charging privileges on a credit card account even though he or she is not the primary Cardholder. The primary Cardholder is solely responsible for the Account. The primary Cardholder must notify the authorized user that the Account will be reported to a credit bureau and thus will show up on their credit report, which can affect them positively or negatively, depending on how the Account is handled. You agree to pay for all purchases, Cash Advances, fees and charges resulting from any transaction made by an authorized user on your credit card Account. If an authorized user wants to be removed from the Account or if the primary Cardholder wants to terminate that person's privilege as an authorized user, either party may contact us to submit the request.
4. **INFORMATION ABOUT AUTHORIZED USERS:** By providing us certain personal information about each authorized user, you confirm each authorized user has provided you permission to give us their personal information before naming them as an authorized user on your Account. This may include, but is not limited to, name, address, Social Security number, date of birth and citizenship status.
5. **TYPES OF TRANSACTIONS:** You may obtain credit in the form of purchases, Balance Transfers, and Cash Advances, by using your Card, an Account number, or other credit devices. You may purchase goods and services by using your Card at any retail business establishment authorized to honor the Card. You may obtain Cash Advances through the use of your Card at a financial institution authorized to make such Cash Advances, through an ATM network in which we participate, any other electronic terminal which accepts the Card, or through RBFCU online banking platform. All retail purchases and Cash Advances are made at the option of the merchant or cash-advancing institution. RBFCU is not responsible for refusal by any merchant or cash-advancing institution to honor your Card. Any refund, adjustment, or credit allowed by a merchant will be by a credit notice to the issuer of your Card and will be reflected as a credit on your periodic statement.
6. **FOREIGN TRANSACTIONS:** If you use your Card to purchase goods or services, or to obtain cash in another country, Mastercard will convert the charge into a U.S. dollar amount. Mastercard will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard cards. Currently, the currency conversion rate used by Mastercard to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard for the applicable currency on the day the transaction is processed, which may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account. RBFCU does not charge any fees for foreign currency transactions.
7. **CARDHOLDER BENEFITS:** Cardholders are provided access to additional benefits. Please see the Mastercard® Guide to Benefits for Credit Cardholders for complete program details.
8. **MONTHLY STATEMENT AND PAYMENTS:** At the end of each billing cycle you will be furnished with a periodic statement showing: (i) the "previous balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all Cash Advances, purchases, and interest charges posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "new balance" which is the sum of (i) and (ii), minus (iii).

On or before the "payment due date" shown on the periodic statement, you agree to pay either: (i) the entire "new balance," or (ii) a minimum payment equal to 2% of the new balance or \$25, whichever is greater. You also agree to pay on or before the "payment due date" as shown on the periodic statement any amount in excess of the credit limit established by us and any past due minimum payments. If you allow any person to use the Card, you must pay for their purchases, Cash Advances, Balance Transfers, and other charges, too. You may pay the "new balance" in whole or in part at any time. We will not charge you a penalty for paying more than the minimum payment.

9. **ANNUAL PERCENTAGE RATE ("APR") AND INTEREST CHARGES:** You agree to pay an interest charge on your Account. This section discloses the circumstances under which an interest charge will be imposed and explains how the interest charge is determined:
  - a. **APR.** Your Account is assigned APRs for purchases, Balance Transfers, and Cash Advances. These APRs are used to calculate your interest charges. Your actual APR will be determined based on your creditworthiness and other factors and will be provided to you in writing if your application is approved. See the credit card pricing terms for the APRs that apply to your Account transactions.
  - b. **Variable APR.** Unless otherwise noted, your APR will vary based on the U.S. Prime Rate published in the *Wall Street Journal*. This means that your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay. Therefore, the amount of your minimum payment applied to interest will increase or decrease. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the next billing period after the start of the January, April, July or October billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If the *Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate. To determine the APR that will apply, we add a margin to the value of the index. If your APR is 11.95% (Prime + 4.45%), you will accrue an interest charge at a rate of .9958% per month. If your APR

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is 13.95% (Prime + 6.45%), you will accrue an interest charge at a rate of 1.1625% per month. If your APR is 18.15% (Prime + 10.65%), you will accrue an interest charge at a rate of 1.5125% per month. If your APR is 22.15% (Prime + 14.65%), you will accrue an interest charge at a rate of 1.8458% per month. **However, regardless of the index value, the Annual Percentage Rate is currently capped by regulation at 18.00% (which corresponds to a monthly periodic rate of 1.5000%).** RBFCU reserves the right to increase the maximum interest rate if permitted by law or regulation. You may pay any amount outstanding at any time without penalty for early payments.

- c. **Introductory or Promotional APRs.** If your Account is eligible for one or more introductory or promotional APRs, the credit card pricing terms set forth the APR amount, its duration, and the corresponding standard APR, Balance Transfer APR, or Cash Advance APR applicable to your Account at the time it is opened. If a promotional rate is offered after your Account is opened, the terms applicable to that promotional APR will be provided at that time. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your standard APR, Balance Transfer APR, or Cash Advance APR, as applicable.
- d. **When Interest Charges begin to Accrue.** Interest charges begin to accrue for retail purchases on the date each transaction posts to your Account. Interest charges begin to accrue for Balance Transfers and Cash Advances, on the date of the Balance Transfer, Cash Advance or the first date of the billing cycle, in which the Cash Advance is posted, whichever is later. If you pay the entire previous balance in full within 25 days after the previous statement date, no interest charges will be imposed except for Balance Transfers and Cash Advances.
- e. **How we Calculate your Interest Charges. Average daily balance (including new purchases).** To calculate your interest charges, we use your periodic rate, which is determined by dividing your APR by 12. We calculate monthly interest charges on your Account by applying the periodic rate to the "average daily balance" of your Account, including current transactions. To calculate the average daily balance, we take the beginning balance of your Account each day, add any new purchases, Cash Advances, and fees, and subtract any payments, credits and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is the "average daily balance."

### 10. ADDITIONAL FEES THAT MAY APPLY:

**Balance Transfer Fee:** A fee of 2% of the amount of each Balance Transfer will be assessed. The fee will be charged separately from the total amount of each Balance Transfer request.

**Cash Advance Fee:** A fee of 2% of the amount of each Cash Advance will be assessed. The fee will be charged separately from the total amount of each Cash Advance request.

**Late Fee:** If you do not pay your minimum payment within 15 days following your payment due date, you may be charged a late fee of up to \$29.

**Returned Payment Fee:** We will add a fee to your balance of up to \$29 when: (i) a payment by check or similar instrument is not honored and we must return it because it cannot be processed; or (ii) an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

#### **Tips for Avoiding Fees:**

- a. Make at least the minimum payment, on time, each month. Taking advantage of an auto-pay program can assist with this.
- b. Regularly confirm that balance(s) in payment account(s) are sufficient to cover at least the minimum monthly payment.
- c. Consider other, potentially less costly, borrowing sources before doing a Cash Advance or Balance Transfer.
- d. Contact us at 1-800-580-3300 or write to us at: RBFCU, P.O. Box 2097, Universal City, TX 78148 with any questions regarding your obligations under this Agreement or for assistance locating financial or debt counseling services.

**11. CREDITING OF PAYMENTS:** We will accept payments at the address indicated on the Platinum Premier Rate Mastercard periodic statement. All payments will be credited to your Account promptly, in most cases as of the day of receipt. If a payment is made through other means, such as RBFCU Online Banking or at an RBFCU branch, credit for such payment may be delayed up to seven (7) days. You understand and agree that payments will be applied in the following order: (i) to the late charge and fees, (ii) to interest charges, (iii) to Cash Advances, and (iv) to purchases. Payments made in excess of the required minimum payment are allocated accordingly: (i) to the balance with the highest APR, then any remaining portion (ii) to other balances in descending order based on the APR. All payments must be in U.S. dollars.

**12. MILITARY LENDING ACT:** 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 annual percentage rate 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).

If you are a covered borrower under the Military Lending Act, you are entitled by law to an oral disclosure of your loan terms. If you would like to hear an oral disclosure, please call us at (800)580-3300, during our regular business hours.

**13. CARDHOLDER RESPONSIBILITY:** It is the responsibility of the Cardholder to update Card information with any third-party or automatic bill-payment service upon receiving a reissued or replacement Card. Upon Cardholder request to close the Account, you agree to pay the entirety of any outstanding balance according to the terms of your current Credit Card Agreement.

**14. ILLEGAL CARD USE:** It is your responsibility to comply with all laws when using your Card. You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction which we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card, and to indemnify and hold us and Mastercard harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**15. DEFAULT:** We may close your Account and/or require immediate repayment of your total Account balance, to the extent allowed by law, if: (i) you violate the terms of this Agreement; (ii) you fail to timely pay any amount due as listed on your monthly statement; (iii) you have a returned payment that causes your Account to be delinquent; (iv) you default on any other account agreement or obligation you have with us; (v) you file bankruptcy, or some other insolvency proceeding is filed by or against you; (vi) you are declared incompetent, mentally incapacitated, or in the event of your death; (vii) we determine that there has been a substantial adverse impact on your ability to repay the balance on the Account; (viii) we determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities with respect to any of your RBFCU accounts; (ix) you are the subject of any legal process which seeks to attach any of your RBFCU share accounts; (x) you have given RBFCU false or inaccurate information in obtaining the Card or in any request for an Advance under this Agreement or any update of your Account; or (xi) you fail to report the Card lost or not in your possession.

If we require immediate repayment of your total Account balance, we may also declare due and payable all costs relating to the collection of your Account, including, but not limited to,

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unassessed interest charges, court costs, expenses, and attorney's fees. RBFCU may obtain any information it deems necessary to cure or collect the default amount, including your current contact information, as permitted by law.

You expressly waive presentment, demand, notice of intention to accelerate, and notice of acceleration of the maturity of any amounts owed under this Agreement. The Card remains the property of RBFCU at all times and you agree to immediately surrender the Card upon demand. You agree that, once you are informed by RBFCU or its designee that your Account is in default, you will not attempt to make further Cash Advances or purchases on the Card.

**16. NON-WAIVER:** We may accept late payments or partial payments or checks or money orders marked "payment in full" without losing our rights under this Agreement. We may also delay enforcing any of our rights under this Agreement without losing them. Our failure to take action following any event of default shall not constitute a waiver of our right to take action in the event of a future default.

**17. LIABILITY FOR UNAUTHORIZED USE:** You may be liable for the unauthorized use of your Card. If your Card is lost or stolen, or you believe someone used your Card or Account without your permission, you must call our designee immediately at: (866) 839-3485. You may also write to our designee at: Customer Service, P.O. Box 30495 Tampa, FL 33630. Although you may write to notify our designee of unauthorized use, calling our designee immediately at the telephone number above is the best way to protect your Account.

Under Mastercard's Zero Liability policy, you will not be liable for unauthorized use of your Mastercard once you notify our designee orally or in writing of the loss, theft, or possible unauthorized use, and you meet the following conditions: (i) you have exercised reasonable care in safeguarding your Mastercard from risk of loss or theft, and (ii) you have, upon becoming aware of the loss or theft, promptly reported the loss or theft to our designee.

You will not be liable for any unauthorized use that occurs after you notify our designee. However, you may be liable for unauthorized use that occurs before your notice to our designee. In any case, your liability for unauthorized use will not exceed \$50. The foregoing liability limitations do not apply to (i) Card use from which any Cardholder receives a benefit; or (ii) use of the Card by a person with actual, implied or apparent authority.

**18. CREDIT REPORTING AGENCIES:** We may report information about your Account to credit reporting agencies. Late payments, missed payments, returned payments, or other defaults on your Account may be reported in your credit report. Information may be reported in your name and your Authorized Users' names, if any. We may also access your consumer credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness and any collections' actions against you. If you ask us, we will tell you whether we asked for credit reports about you. If we did, we will give you the name and address of the credit reporting agency.

**If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at: RBFCU, Attn: Credit Disputes, P.O. Box 2097, Universal City, TX 78148. Please include your name, address, telephone numbers, Account number and description of your problem.**

**19. ARBITRATION:** To the extent allowed by law, any claim, dispute, or controversy (whether in contract, tort, or otherwise arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause or any part thereof or the entire agreement ("claim") shall be resolved, upon the election of you or us, by confidential, binding arbitration administered by JAMS, formerly known as Judicial Arbitration and Mediation Services Inc., in accordance with its Rules and Procedures (the "Rules"), except as set forth herein. THE PARTIES ACKNOWLEDGE THAT THEY AGREE TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THAT THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON THE ELECTION OF ARBITRATION BY EITHER PARTY. Refer to your RBFCU Membership Agreement & Disclosures for full details.

**20. CONSENT TO RECEIVE COMMUNICATIONS:** You expressly agree that to service your Account or to collect any amounts you may owe us, we or authorized parties may call you and send text messages to you. We may use prerecorded/artificial voice messages or an automatic telephone dialing system to contact you at any telephone number associated with your Account, including mobile telephone numbers, which could result in charges to you. You also expressly consent that we may send email messages regarding your Account to the email address(es) associated with your Account. In addition, we may send you communications related to your Account through the U.S. mail or other mail service. YOU AGREE TO NOTIFY US PROMPTLY OF ANY CHANGES TO YOUR CONTACT INFORMATION, INCLUDING YOUR NAME, MAILING ADDRESS, TELEPHONE NUMBER(S) AND EMAIL ADDRESS(ES).

**21. LIEN AND SECURITY INTEREST:** If you have other loans with RBFCU, now or in the future, (except for loans secured by any dwelling), collateral securing those loans may also secure your obligations under this Agreement. Please read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and other agreements you have with us.

**22. TERMINATION:** We may cancel your Account and terminate this Agreement at any time. You may terminate this Agreement by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as interest charges and other related charges. You expressly agree that, at our option, we may decline to renew your Account beyond the expiration date shown on the back of your Card without notice.

**23. AMENDMENT:** We may modify the terms of this Agreement at any time by providing written notice to you. We may provide you advance notice of any such changes, as required by law. Changes will take effect and become binding as to the effective date identified in our notification to you.

**24. AGREEMENT AND ACKNOWLEDGMENT:** You acknowledge and agree that the use of the Card by you or anyone authorized by you shall constitute your acknowledgment that you have received and read this Agreement. You agree to the terms and conditions of this Agreement, and promise to perform all the obligations, requirements, and duties contained herein. Use of the Card by you or anyone you authorize will also constitute consent to the pledge of shares or deposits as described above.

**25. ADDITIONAL PROVISIONS:** Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, you also agree that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas. We do not warrant, and are not responsible for, any merchandise or services purchased by you with the Card. We will not be responsible for the refusal of any person to honor the Card or if you are not able to use the Card and an ATM. Notwithstanding any other provisions contained in this Agreement, we do not intend to charge, and you shall not be required to pay, any amount of interest charges or other fee or charge that is in excess of the maximum permitted by applicable law.

**26. OTHER AGREEMENTS:** This Agreement supersedes all prior credit card agreements between you and us governing the use of cards issued by us.

**27. CONTACTING US:** All notices under this Agreement should be addressed to RBFCU, P.O. Box 2097, Universal City, TX 78148 or 1-800-580-3300.

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### 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: Customer Service, P.O. Box 30495, Tampa, FL 33630.

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 incorrect 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 incorrect.

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

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

#### YOUR RIGHTS IF YOU 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: Customer Service, P.O. Box 30495, Tampa, FL 33630.

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.