

## CONSUMER CREDIT CARD AGREEMENT

In this Agreement, the word "Card" means either one or more VISA credit cards and any duplicates, renewals or substitutions we issue. The words, "you," "your," and "yours" mean all cardholders (borrowers and co-borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or co-applicant to whom a Card is issued by us. The word "Account" means your Visa credit card line of credit account with the Credit Union. The words "Credit Union," "we," "us," and "our" mean GEMC Credit Union. The words "Applicable Law" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; and (ii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.

**1. Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you. Your Maximum Credit Limit will appear on the folder in which you receive your Card and on your monthly statement. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. At our discretion, we may change your credit limit at any time, and we may provide separate limits for purchases and for cash advances. We will notify you if we do, either by mail or through your monthly billing statement. Your continued use of the card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify the Credit Union in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts by which you have exceeded the reduced limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. The Credit Union has the right to reduce your credit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

**2. Using Your Card.** You may use your Card to make purchases from merchants and others who accept Visa Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept Visa Cards, and from some automated teller machines (ATMs). (Not all ATMs accept Visa Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.

**2a. Compliance with Applicable Laws and Prohibition of Illegal Transactions.** You warrant and agree that you will at all times comply with all Applicable Laws; and that your card and services are at all times subject to Applicable Laws. Further, you agree and warrant that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or

relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**3. Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you make with the Credit Union. If this is a joint Account, Section 17 below also applies to your Account.

## Credit Card Application Interest Rates and Interest Charges

	Visa Platinum	Visa Classic	Secured Visa	Student Secured
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>8.90%</b> Rate is based on creditworthiness	<b>11.90%</b> Rate is based on creditworthiness	<b>16.90%</b> Rate is based on creditworthiness	<b>11.90%</b> Rate is based on creditworthiness
<b>APR for Balance Transfers</b>	8.90%	11.90%	16.90%	11.90%
<b>APR for Cash Advances</b>	8.90%	11.90%	16.90%	11.90%
<b>Penalty APR and when it Applies</b>	8.90%	11.90%	16.90%	11.90%
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.			
<b>Paying Interest (Cash Advances)</b>	We will begin to charge interest on Cash Advances from the date of the Cash Advance or from the first day of the billing cycle in which the Cash Advance is posted to your account, <a href="#">whichever is later</a> .			
<b>Minimum Interest Charge</b>	There are no minimum finance charges.			
<b>For Credit Card Tips from the CFPB</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 (CFPB) at <a href="http://www.consumerfinance.gov/learnmore/">http://www.consumerfinance.gov/learnmore/</a>			

## Fees

<b>Account Set up Fee</b>	None	None	\$25.00	None
<b>Annual Fee</b>	None			
<b>Transaction Fees</b>				
Balance Transfer	None			
Cash Advance	None			
Foreign Transaction Visa International	A fee of 1% of the amount of the transaction made in foreign countries and 0.8% of the amount of the transaction made in U.S. dollars in foreign countries will be imposed on all			

Assessment Fee	foreign transactions. Including purchases, cash advances and credits to your account. For more information on the Visa International Assessment Fee, please refer to Section 15 (Foreign Transactions) of the Visa Credit Card Agreement.
<b>Penalty Fees</b>	
Late Payment	\$20.00
Returned Payment	\$20.00
<b>Other Fees</b>	
Optional Account Protection Plan	<u>Credit Life</u> : \$0.07 per \$100 balance at the end of each statement period. <u>Credit Disability</u> : \$0.16 per \$100 balance at the end of each statement period.
<b>How We Will Calculate Your Balance:</b> We use a method called "Average Daily Balance (including new purchases)".	

**4. Finance Charges on Account.** You agree to pay the FINANCE CHARGE on your account. A FINANCE CHARGE computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear. A FINANCE CHARGE computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the FINANCE CHARGE as follows:

a. The FINANCE CHARGE will be figured by applying the monthly periodic rate of your Account, indicated in the following schedule, to the average daily balance of Purchases and Cash Advances. The monthly periodic rate and ANNUAL PERCENTAGE RATE (APR) to be used is determined by the account applied for or approved by us pursuant to the terms of your application.

Visa Credit Card	APR	Monthly Periodic Rate
Platinum	<b>8.9%</b>	0.741667%
Classic	<b>11.9%</b>	0.99166%
Adult - Secured	<b>16.9%</b>	1.408333%
Student - Secured	<b>11.9%</b>	0.99166%

**If this is a Platinum Account** the following provision applies: Your ANNUAL PERCENTAGE RATE (APR) will be calculated by applying the monthly Periodic Rate of 0.741667%, which is the ANNUAL PERCENTAGE RATE of 8.9% to the average daily balance of Credit Purchases.

**If this is a Classic Account** the following provision applies: Your ANNUAL PERCENTAGE RATE (APR) will be calculated by applying the monthly Periodic Rate of 0.99166%, which is the ANNUAL PERCENTAGE RATE of 11.9% to the average daily balance of Credit Purchases.

**If this is an Adult - Secured Account** the following provision applies: Your ANNUAL PERCENTAGE RATE (APR) will be calculated by applying the monthly Periodic Rate of 1.408333%, which is the ANNUAL PERCENTAGE RATE of 16.9% to the average daily balance of Credit Purchases.

**If this is a Student Secured Account** the following provision applies: Your ANNUAL PERCENTAGE RATE (APR) will be calculated by applying the monthly Periodic Rate of 0.99166%, which is the ANNUAL PERCENTAGE RATE of 11.9% to the average daily balance of Credit Purchases.

Your APR will be set forth in the confirmation letter you receive, and in each monthly statement.

## MILITARY LENDING ACT NOTICE

Beginning on October 3, 2017, 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). To hear this same disclosure and a general description of your payment obligations for this credit card account, please call us toll-free at: 888.959.7132.

b. To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid Finance Charges, current late payment fees, any annual fee, if applicable, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the FINANCE CHARGE.

c. Minimum Finance Charge. There is no minimum finance charge.

Fixed Option: The Credit Union, in its sole discretion, may change the Monthly Periodic Rate and ANNUAL PERCENTAGE RATE from time to time in compliance with any specifically applicable laws and/or regulations. Any change in the Finance Charge shall apply both to the outstanding balance and any new Purchase and Cash Advances. If the current effective rates are different, they are disclosed on an enclosed/attached insert.

**5. OTHER CHARGES.** The following other charges (fees) will be added to your Account, as applicable:

a. Collection Costs. You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of 15% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

b. Late Payment Fee. Credit Union will charge your account a late payment fee of \$20.00 for each billing period in which your minimum payment is not received within twenty (20) days of your payment due date. This fee may be added to your account balance, or collected from you on demand.

c. Returned Payment or Insufficient Funds Fee. Credit Union will charge your account a \$20.00 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand.

d. Charge for Copies, Research and Card Replacement. If you ask for a copy of any document, such as a sales slip, or billing statement, a copying fee of \$5.00 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error. We will charge a \$10.00 fee to replace a lost card.

e. If this is an Adult - Secured Account the following provision applies: Account Set Up Fee. There is a one-time \$25.00 fee at account opening.

**6. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you made extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2.0% of your Total New Balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**7. Payment Allocation.** The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account, which will in all respect comply with any specific requirements of applicable laws.

Unless otherwise required by specifically applicable laws, for payments received by mail by 4:00 PM EST, you will receive credit that day; and for payments made in any other manner, including in person, your account will be credited the day payment is received.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$1,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

**BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.**

**8. Security Interest.** "Non-Purchase-Money Security Interests" Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. "Purchase-Money Security Interests" You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These Purchase-Money Security Interests shall secure faithful performance of

all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law. If this is an Adult - Secured Account or Student - Secured Account, the following provision applies: You agree to pledge the balance on deposit in your savings account "05" at GEMC Credit Union as security for your VISA Credit Card Account. You understand this deposit in this savings account "05" will not be available for your use until the VISA Credit Card is satisfactorily closed.

**9. Default.** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts. We shall also have the right to close your account and terminate access privileges where your account is inactive for such periods of time as we may from time-to-time determine to be appropriate for protecting both our and your interests.

**10. Liability for Unauthorized Use.** Lost/Stolen Card Notification: You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your ability will not exceed \$50. You can notify the Credit Union by calling (800) 299-9842.

**Our Liability for Failure to Complete Transactions:** If we do not complete a transaction pursuant to any request, and/or in the correct amount, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if through no fault of ours, you do not have adequate funds available on your Card to complete the transfer;
- if circumstances beyond our control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions we have taken;
- if access to your Card has been blocked after you reported your Card lost or stolen;
- if there is a hold on your Card for any reason;
- if your funds are subject to legal process or other encumbrance restricting their use;
- if your transfer authorization terminates by operation of law;
- if a computer system or mobile device was not working properly and you knew about the problem when you initiated the transaction;
- if we have reason to believe that the requested transaction is not authorized; or as otherwise provided in this Agreement.

**11. Changing or Terminating Your Account.** The Credit Union may change or terminate the terms of this Agreement from time to time or any part of the services provided pursuant to this Agreement. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were authorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination.

**12. Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**13. Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

**14. Additional benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**15. Foreign Transactions.** Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. Cross-Border Transaction Fee: In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement under the description "International Txn Fee".

**16. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort

claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**17. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**18. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**19. Statement.** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges and other transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement.

**E-Statements:** If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

**20. Received.** You acknowledge that you have received a copy of this agreement.

**21. Signatures.** By clicking on the submit button on the Visa application form, you agree to the terms of this Agreement. You should print a copy of this agreement and retain it for your records. If this is a joint Account, each person on the Account must sign the Agreement.

**22. Change of Name, Address or Employment.** You will notify immediately the Credit Union in writing if your name, home address, or employment changes.

**Additional Terms of Agreement:** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by Georgia law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms.

You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. Any one obligor's elections, transactions and directions to the Credit Union shall be binding upon all obligors. Each of you will be liable for all obligations owing on



the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further each of you is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.

## **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: Your name and account number The dollar amount of the suspected error Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone that we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- a.** You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b.** The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.