



SECURED VISA® CLASSIC CREDIT CARD AGREEMENT

This Credit Card Agreement (“Agreement”), which includes the accompanying Pricing Summary, is your contract with us. Please read it and keep it for your records. This Agreement governs the use of your Account.

Acceptance of Agreement. You accept this Agreement as of the earlier of (a) the date you first contact us to activate the Card, or (b) the 30th day after we send you the Card (if you have not canceled your Account before then).

This Agreement contains a Dispute Resolution Provision that includes an Agreement to Arbitrate Disputes. The Dispute Resolution Provision is located in the section of this Agreement called “Dispute Resolution Provision with Class Action and Jury Trial Waiver.” Please read this section carefully because it will have a substantial effect on your rights, including your right to bring or participate in a class action or have a jury trial in the event of a Dispute between you and us. However, you may reject arbitration of Disputes (“opt-out”) by following the steps noted in that section within 30 days after you have accepted the Agreement.

Changes to Your Agreement. The rates, fees and terms of this Agreement (including its Dispute Resolution Provision) may change and we may add or delete any term. We will give you advance written notice of any changes and a right to reject the changes, if required by law.

DEFINITIONS

Account: refers to your credit card account with us established by this Agreement.

APR: refers to the annual percentage rate.

Authorized User: refers to any person you allow to use your Account and/or Card.

California Account Holder: you are a California Account Holder if: (i) you reside in California, (ii) you resided in California at the time you entered into this Agreement, or (iii) the billing address for your Account is a California address. Authorized Users of California Account Holders are also California Account Holders for purposes of this Agreement.

Card: refers to one or more cards or other access devices, including your Account number or virtual card, that we issue to you, or someone you authorize, to receive credit under this Agreement.

Dispute: refers to any claim, counterclaim, cross-claim, complaint, cross-complaint, controversy, or dispute between you or us arising under, out of, or in any way related to your Account, Card or this Agreement. Without limiting the generality of the foregoing, the term Dispute shall include any claim, controversy or dispute without regard to when it arose; whether it is based in contract, tort, statute, regulation, common law, or equity; or whether the remedy sought is legal or equitable, including claims for compensatory, monetary and/or punitive damages, restitution and/or disgorgement, or injunctive relief, including public injunctive relief. The term Dispute shall also include any claim, controversy or dispute arising under, out of, or in any way related to: disclosures made to you concerning your Account or your Card; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account or your Card; any collection of debt related to your Account; any advertising, solicitations, or any application for, approval of, or establishment of your Account, Card, or credit.

We, us or our: refers to East West Bank.

You, your or yours: refers to you and any other person who is also contractually liable under this Agreement.

USING YOUR ACCOUNT

You agree to use your Account and Card in accordance with this Agreement. You agree to pay us for all amounts due on your Account. This includes any charges made by an Authorized User. You agree not to use your Account or Card for illegal transactions, or to conduct transactions in any country, or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC).

Purchases. You may use your Account or Card to purchase goods or services from any merchant that accepts your Card. However, purchases of items that are convertible to cash, such as lottery tickets, money orders, casino chips, foreign currency, or similar items, are treated as a Cash Advance.

Cash Advances. You have obtained a Cash Advance if you use your Account or Card to obtain cash from an ATM, financial institution, or other location; or use a Convenience Check; or make a payment to load a stored value card or account; or purchase items that are convertible to cash, such as stored value cards, lottery tickets, money orders, casino chips, foreign currency, or similar items.

Convenience Checks. We may send you Convenience Checks to access your Account. Any Convenience Checks used by you will be treated as Cash Advances, unless noted otherwise on the Convenience Check. You may not use a Convenience Check to pay any amount you owe to us or to any of our affiliates.

Credit Authorizations. We may decline to authorize a transaction for security or other reasons. We may limit the number or amount of transactions we authorize on your Account in any one day. We will not be liable to you if we decline to authorize a transaction or if anyone refuses to accept your Card, Convenience Check or Account number, except as required by applicable law.

Credit Limit. We assign a Credit Limit to your Account. You must keep your Account balance below your Credit Limit. If you do not, you must still pay us the amount by which the Account balance exceeds your Credit Limit, in accordance with the terms of this Agreement. Part of your Credit Limit may be available for Cash Advances. We may increase or decrease your Credit Limit and the amount available for Cash Advances at any time, without advance notice.

Joint Accounts. If this Account is a Joint Account, each of you agrees to be individually and jointly liable for the entire amount owed on the Account. Each of you also agrees that any notice we send to either of you will serve as notice to both of you.

Automatic Billing. If you set up an automatic billing arrangement with a merchant, you are responsible for providing updated Account number or Card expiration date information to the merchant. You also authorize us to provide updated Card or Account information to a merchant at our sole discretion. However, we are not obligated to provide updated Card or Account information to a merchant. If you want to cancel automatic billing you must contact the merchant.

Mobile Devices. Smart phones, tablets, and other electronic devices (a "Mobile Device") can download, store, and/or access Account information. This means the Mobile Device can be used to access credit on the Account under this Agreement. Any transaction conducted using your Mobile Device is covered by this Agreement. Secure your Mobile Device. Anyone who can access your Account or Card using your Mobile Device can make charges to your Account. Applications that enable your Mobile Device to access your Account or Card may have separate terms of use.

SECURITY INTEREST

Collateral: This Account and all amounts owed under this Agreement are secured by funds deposited with East West Bank. If you withdraw the funds we may close your Account. We may use the funds in the collateral account to pay any amount you owe us under this Agreement. You understand that certain deposits may be subject to a loss of interest or an early withdrawal penalty if funds are withdrawn prior to the account's maturity.

Closing a Secured Account: After a minimum period of 45 days after your Account is closed, we shall return any remaining funds and any interest thereon only to the holder of the collateral account.

Continuing Liability. This security interest does not limit any other rights we might have and you will remain liable for any deficiency.

FEES (See the Pricing Summary for Additional Fees). We will not charge any fee or interest prohibited by law.

Annual Fee. None.

Late Fee. If you do not pay the Total Minimum Payment Due within 15 days after the Payment Due Date, we may charge you a Late Fee of up to \$8. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee.

Express Delivery Fee. Expedited delivery of new or reissued Cards is available upon request for a fee of \$25 per Card.

APRs and INTEREST (See the Pricing Summary for the APRs applicable to your account)

Average Daily Balance Method (including new transactions). We calculate interest separately for purchases, Cash Advances, and each promotional balance. For each balance, we calculate the interest for the billing cycle by multiplying the applicable Monthly Periodic Rate by the Average Daily Balance. To get a Monthly Periodic Rate, we divide the APR by 12. You authorize us to round interest to the nearest cent. The total interest charged for a billing cycle equals the sum of the interest charged on each balance. This interest is added to the Account balance at the end of the billing cycle.

For each balance, to determine an "Average Daily Balance," we calculate a daily balance each day of the billing cycle. We start with the balance from the end of the prior billing cycle, and subtract any unpaid interest. Each day, we add any new transactions, which may include fees; subtract any payments or credits applied to that balance; and make other adjustments. (We add transaction fees to the same daily balance as the transaction. We generally add other fees to the daily balance for purchases.) Then, we add up all the balances of that balance type for the billing cycle, and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for the balance.

Minimum Interest Charge. If we charge interest, the minimum amount will be \$0.50.

AVOIDING INTEREST

When Interest Begins. Interest begins on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid interest on purchases (i.e. a "Grace Period"), but not on Cash Advances which accrue interest from the date of transaction.

Grace Period on Purchases. We will not impose any interest on purchases in a billing cycle if you pay the New Balance shown on

your statement for the prior cycle in full by the Payment Due Date shown on that statement. When the grace period does not apply, interest begins to accrue on purchases on the transaction date.

How We Apply Payments May Impact Your Grace Period. If you do not pay the New Balance shown on your statement in full by the Payment Due Date each month, depending on the balance to which we apply your payment, you may not receive a grace period on new purchases.

PAYMENTS

Payment Instructions. We credit your payments in accordance with the terms on your statement. We reserve the right to reject any payment if the total credits on your Account exceed the amount owed as of the day we receive that payment. If you mail your payment to an address other than the payments address on your statement, there may be a delay in crediting the payment to your Account. We can accept late payments, partial payments or payments marked "payment in full," or with any other restrictive endorsement, without losing any of our rights under this Agreement. You must make payment in U.S. dollars in funds on deposit in the U.S. If you do not, we may refuse to accept your payment. We may also charge you the costs we incurred to collect the funds and we may select the currency conversion rate.

How We Apply Payments. We apply payments up to the Total Minimum Payment Due at our discretion. This may result in balances at lower APRs being paid before other balances. This may also result in higher interest. Payments in excess of the Total Minimum Payment Due will be apportioned as required by law.

Total Minimum Payment Due. You may pay all or any part of your balance at any time without penalty. You must pay at least the Total Minimum Payment Due each billing cycle by the Payment Due Date on your statement. Generally, credits to your Account, such as those generated by person-to-person money transfers, are not treated as payments. We will advise you of your Payment Due Date each month on your statement. If the New Balance is \$25 or less, the Total Minimum Payment Due will equal the New Balance. Otherwise, to calculate the Total Minimum Payment Due on your current statement, we start with any past due amount. We then add the greater of:

- \$25 or
- 3% of the New Balance shown on your current statement (with the amount calculated rounded up to the next dollar).

The Total Minimum Payment Due will not exceed your New Balance. At any time we can require you to pay all amounts by which your balance exceeds your Credit Limit.

DISPUTE RESOLUTION PROVISION WITH AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION AND JURY TRIAL

Applicability: This Dispute Resolution Provision applies to you if you open a new Account with us, unless you have opted-out by following the steps set forth below.

Agreement to Arbitrate. In the event of any Dispute between you and us, either may choose to require the other to resolve the Dispute by binding arbitration on an individual basis instead of in court. This also means that if either you or we initiate a court proceeding, you or we may require the other to resolve by binding arbitration any Dispute advanced in that proceeding whether it arises by complaint, counterclaim or cross-claim or otherwise. If either you or we choose to resolve a Dispute by arbitration, the arbitrator shall decide any and all arbitrability issues (as defined below) including the validity of the jury trial waiver, class action waiver, or representative action waiver contained herein.

- If you or we require arbitration of a Dispute, neither party shall have the right to litigate the Dispute in court or to have a jury trial. Also, discovery and appeal rights are limited in arbitration. Further, in arbitration, only your individual demands for damages, injunctive relief, restitution or disgorgement can be resolved in arbitration and neither you, nor we, may join or consolidate Disputes in arbitration by or against other account holders or credit card users, or litigate in court (whether individually or as part of class action), or arbitrate any Disputes as a representative or member of a class or in a representative or private attorney general capacity.*
- **Notice to California Account Holders:** If you are a California Account Holder, this arbitration agreement shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief.

Law Governing Agreement to Arbitrate. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §§1-16) (the "FAA") shall govern this arbitration agreement including without limitation, all issues relating to the making, validity, enforceability, scope, or revocation of this agreement to arbitrate, any issue of whether a particular claim or dispute is arbitrable, any issue with respect to claim joinder or consolidation, or the validity of jury trial, class action or representative action waivers ("arbitrability issues"). The FAA shall also govern any issue related to the confirmation of the arbitral award.

Administration of the Arbitration. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules (the "Rules"), as modified by this arbitration provision. A copy of the JAMS Streamlined Arbitration Rules can be obtained from JAMS at <https://www.jamsadr.com/rules-streamlined-arbitration> or (800) 352-5267. Alternatively, the arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules in effect at the time the arbitration is brought, as modified by this arbitration provision. Information about the arbitration process can be obtained from the AAA at www.adr.org or (800) 778-7879. The arbitrator shall be selected from the JAMS or AAA panel of neutrals then active on the roster maintained by the JAMS or AAA office located in or nearest to your billing address and the arbitrator shall be a retired federal judge, a retired state appellate judge, or a retired state trial judge in that order of preference. For Disputes where the amount in controversy exceeds \$100,000 or involves a California claim for public injunctive relief, the judge must have more

than ten years' experience as a judge. In the event that the parties do not agree on the identity of the arbitrator, JAMS or AAA shall appoint an arbitrator in accordance with the identified rules and the arbitrator qualifications set forth herein. If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court appoint a substitute administrator.

Fees and Costs of Arbitration. If you commence the arbitration, you will only be required to pay the first \$250.00 of any filing fee charged by either JAMS or AAA. All other costs (including the arbitrator's fees) will be paid by us. If you lose the arbitration, and applicable law allows us to recover our attorney's fees, the arbitrator will decide whether you must reimburse us for such fees.* If you win the arbitration, and applicable law authorizes an award of costs and fees to the prevailing party, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you).

- **Notice to California Account Holders.** If you are a California Account Holder, you will not be required to reimburse us for attorney's fees even if you lose the arbitration.

Arbitration Hearings. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same federal judicial district as your billing address.

Arbitration Decisions and Appeals. A single arbitrator will be appointed. The arbitrator must:

- Follow the FAA including (without limitation) with respect to any arbitrability issues;
- Subject to the FAA, apply federal law including the FAA to any other issues related to the Dispute that would be governed by federal law in court;
- Subject to the FAA, apply the law of the state set forth in your billing address to any other issues related to the Dispute that would be governed by state law in court;
- Apply the JAMS or AAA Rules identified in this agreement to arbitrate to the extent not inconsistent with the FAA, other applicable law, or the terms of this arbitration provision;
- Apply applicable statutes of limitations;
- Honor valid assertions of privilege under applicable law;
- Issue a written decision stating the reasons for the award; and
- The arbitrator is authorized to grant any relief authorized by law, this Agreement, and the JAMS or AAA Rules.

The arbitrator's decision will be final and, except as provided herein, for appeals, any court of competent jurisdiction may enter judgment upon the arbitral award issued by a single arbitrator pursuant to the FAA. However, if more than \$100,000 was genuinely in dispute, or there is a claim for public injunctive relief as allowed under California law, then either you or we may choose to appeal to a new panel of three arbitrators selected in the same manner as set forth above. Upon a timely appeal, the appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration administrator not later than 30 days after the original award issues. Any court of competent jurisdiction may enter judgment upon the arbitral award of the appellate panel.

Other Beneficiaries of this Provision. In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: our affiliates and our and their officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all Joint Account holders and Authorized Users of your Account(s).

Your Right to Go to Small Claims Court. We will not choose to arbitrate any Dispute you bring in small claims court. However, if such a Dispute is transferred, removed or appealed to a different court, we may then exercise our right to arbitrate the Dispute according to this Dispute Resolution Provision.

You Have the Right to Opt-Out of the Agreement to Arbitrate for this Account. You may opt-out of the agreement to arbitrate Disputes but only if we receive from you a written notice of opt-out within 30 days after you have accepted the Agreement. You must send the notice of opt-out to: Legal Department, East West Bank, 135 N. Los Robles Avenue, 7th Floor, Pasadena, California 91101. Your opt-out notice must include your name, address, phone number, Account number and personal signature. No one else may sign the opt-out notice for you. Your opt-out notice also must not be sent with any other correspondence. Opting-out of arbitration will not affect your other rights or responsibilities under this Agreement, including use of the Account. If you opt-out of arbitration, neither you nor we will be subject to the agreement to arbitrate for this Account. However, opting out of arbitration with respect to this Agreement and the Account shall not invalidate any other agreement to arbitrate that you have made or may make in the future with respect to any other East West Bank account or an account with an East West Bank affiliate.

Judicial Reference (California Account Holders Only). IF YOU ELECT TO OPT-OUT OF ARBITRATION BY SENDING A WRITTEN OPT-OUT NOTICE TO US WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THE CREDIT CARD AGREEMENT, OR IF ARBITRATION IS UNENFORCEABLE, YOU AND WE AGREE THAT ANY DISPUTES WILL BE RESOLVED IN THE SUPERIOR COURT FOR THE COUNTY OF YOUR BILLING ADDRESS IN A GENERAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE ("CCP"), § 638(a). YOU ACKNOWLEDGE AND AGREE THAT IN A JUDICIAL REFERENCE ACTION, ANY DISPUTE WILL BE HEARD BY A REFEREE AND NOT BY A SUPERIOR COURT JUDGE AND JURY, AND HEREBY WAIVE YOUR RESPECTIVE CONSTITUTIONAL AND STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JUDGE AND JURY. The Referee shall be appointed pursuant to CCP § 640 in the absence of agreement on the selection. The Referee shall have the same qualifications as the arbitrator. Upon request, we will pay your portion of the fees and expenses of the Referee.

Survival of this Provision. This Dispute Resolution Provision shall survive the closing of your Account; voluntary payment of your Account or any part of it; any legal proceedings to collect money you owe; any bankruptcy by you; and any sale by us of your Account.

OTHER INFORMATION

Default. You are in default if:

- You fail to pay the Total Minimum Payment Due by the Payment Due Date;
- You exceed your Credit Limit;
- You use your Card or Account for an illegal transaction;
- We have a reasonable belief that you are unable or unwilling to repay your obligations to us, which can occur if, among other things, a bankruptcy or other insolvency proceeding is filed by or against you; or if you die or are deemed incompetent or incapacitated; or
- You do not comply with any other terms of this Agreement.

If you are in default, we reserve the right to declare the entire Account balance immediately due and payable without notice and close your Account.

Privacy Policy. You authorize us to share information about you and your Account as permitted by law. See our Privacy Policy at www.eastwestbank.com for details about East West Bank and East West Bank's information sharing practices.

Contact Authorization. This authorization extends to the successors, assigns, affiliates, agents and independent contractors, including servicers and collection agents of East West Bank. If you provide us with an email address, you authorize us to contact you by email. If you provide us with a telephone number, you expressly authorize us to contact you by voice or text using automatic dialing equipment and artificial or prerecorded voice messages. These communications may be monitored or recorded. You authorize these contacts even if the number is a mobile phone number or converts to a mobile phone number, and even if you are charged by your service provider. These contacts may concern debt collection, notification of potential fraud, or for other Account-servicing purposes. The authorization given here does not extend to telemarketing or sales calls. You agree to notify us immediately of any change you make to the email address or telephone numbers that you provide us. You may change your preferences or update your contact information by calling the Customer Service number shown on the front of your statement.

Collection Costs. If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These may include reasonable attorneys' fees and court costs.

Credit Reporting. We may from time to time review your credit, employment, and income records. Upon request, we will give you the name and address of any consumer reporting agency that furnished a report on you. We may report information about the status and payment of your Account to credit bureaus and other creditors. We may report Account information in your name. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may also report Account information in the name of Authorized Users. If you think we reported incorrect information, contact us at Customer Service, PO Box 31535 Tampa, FL 33631-3535.

Foreign Transactions. Transactions in a foreign currency are converted to U.S. dollars by VISA using their procedures in effect at the time the transaction is processed. Currently, they use a government-mandated or wholesale rate. These procedures may change without notice. The conversion rate you get may differ from the rate on the transaction or post date, and from the rate our VISA gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to VISA.

Unauthorized Use. You must notify us if you wish to cancel the authority of an Authorized User to use your Account and/or Card. You must notify us immediately by calling the Customer Service number shown on the front of your statement and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Account or Card without your permission.

Closing Your Account. You may close your Account at any time. You may close your Account by calling the number on the back of your Card. You will remain responsible for any amount you owe us under this Agreement. Any Joint Account holder may close a Joint Account. However, all Joint Account holders will remain responsible for paying all amounts owed. We may close, suspend, or not renew your Account or Card at any time, for any reason, with prior notice to the extent required by law.

If you or we close your Account, you must pay us the full amount you owe us, which may include amounts that we have not yet billed to you. Until you pay us in full, we may continue to charge applicable fees as well as interest on the amount you owe us.

Governing Law. This Agreement is governed by applicable federal law and by California law, without regard to California's conflict of laws principles.

Enforcing this Agreement. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

Severability. If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. However, if you are otherwise subject to arbitration of Disputes in accordance with this Agreement, but any part or parts of your agreement to arbitrate are declared unenforceable, then you and we agree that such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, you and we agree to resolve any Dispute by a judicial reference proceeding as described above.

Assignment. We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

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 Billing Inquiries address on the 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 of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 Billing Inquiries address shown on 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 of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.