

**Hawaii National Guard Credit Union**  
A Division of  
**Aloha Pacific Federal Credit Union**

**VISA PLATINUM CASHBACK CREDIT CARD DISCLOSURES AND AGREEMENT**

*Review and save the following important information about your account. Your use of the account or any payment on the account indicates your acceptance of the terms of this agreement.*

**Interest Rates and Interest Charges**

|  |   |
|--|---|
| <b>Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances</b> | <b>14.99%</b> This APR may vary with the market based on the Wall Street Journal Prime Rate.  |
| <b>Penalty APR and When It Applies</b>   | <p><b>17.99%</b> This APR may vary and may apply to your account if you:</p> <ul style="list-style-type: none"> <li>• Are 60 days past due; or</li> <li>• Make a payment that is returned and causes your account to be 60 days or more past due.</li> </ul> <p><b>How Long Will the Penalty APR Apply?</b> If your APR is increased for either of these reasons, the Penalty APR will only apply for the next six months if you make the next six (6) consecutive minimum payments when due; and you do not again default on these conditions during this time. If you fail to make the next six (6) monthly payments when due, the Penalty APR may continue to apply until the account is paid in full and closed. See the section of the Agreement on Default.</p> |
| <b>Paying Interest</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. We will begin charging interest on cash advances and balance transfers on the transaction date.  |
| <b>Minimum Interest Charge</b>   | <b>None</b>   |
| <b>For Credit Card Tips from the Consumer Financial Protection Board</b>               | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Board 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>None</b>    |
| • Cash Advance          | <b>None</b>    |
| • Foreign Transaction   | <b>None</b>    |
| <b>Penalty Fees</b>     |                |
| • Returned Payment      | <b>\$20.00</b> |
| • Late Payment          | <b>\$20.00</b> |

**How we will calculate your balance:** We use a method called “average daily balance (including new purchases).” See your account Agreement for more details.

**\*How we will calculate your variable APRs:** We will add a “Margin” of 9.49 percentage points to the Wall Street Journal Prime Rate to determine your APR. The Prime Rate is 5.50 percentage points as of 12/20/2018. The APR may increase or decrease each month if the Prime Rate changes. If the APR increases, you will pay a higher interest rate charge.

**Charitable Benefits:** Use of the Hawaii National Guard Credit Union A Division of Aloha Pacific Federal Credit Union Visa Donation Credit Card results in donations to charity. Hawaii National Guard Credit Union A Division of Aloha Pacific Federal Credit Union will donate 0.10% (10 cents for every \$100) of all net Purchases (less returns) made with the card. Hawaii National Guard Credit Union A Division of Aloha Pacific Federal Credit Union will donate up to \$20,000 of net purchases annually. Hawaii National Guard Credit Union A Division of Aloha Pacific Federal Credit Union has chosen as the designated charitable recipient the “Children’s Miracle Network Hospitals”. Hawaii National Guard Credit Union A Division of Aloha Pacific Federal Credit Union reserves the right to change the charitable recipient or to terminate the program at any time. Donations previously made will not be affected by the change. For more information on the Children’s Miracle Network Hospitals, visit <http://give.childrensmiraclenetworkhospitals.org/>.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Updates:** The information about the costs of the Card and other information described in this Disclosure are accurate as of January 1, 2019. This information may change after that date. To find out what may have changed, you may write us at: Cardmember Services, P.O. Box 498181, Cincinnati, OH 45249-9860 or call 1-800-442-4757.

## **Agreement**

In this Agreement the words “you” and “your” mean each person who is an applicant or co-applicant of the Account, or who otherwise agreed to be bound by this Agreement; “Card” means the Visa credit card and any duplicates, renewals or substitutions the Credit Union issues; “Account” means your Visa credit card line of credit account with the Credit Union; and “Credit Union,” “we” and “our” mean Hawaii National Guard Credit Union A Division of Aloha Pacific Federal Credit Union.

1. **Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. The Account is intended for consumer use only, and you agree to use the Account for personal, family or household purposes only. You agree that the credit limit will not be exceeded at any time (whether through purchases, cash advances, finance charges, or “other charges”). Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce, suspend, waive or raise your credit limit, refuse to make an advance, and/or terminate your account at any time, subject to applicable law. You agree to the terms and conditions of this Agreement and shall indemnify, and hold the Credit Union harmless for any violation.
  
2. **Using Your Visa 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), such as the Visa ATM Network, that accept Visa Cards. (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. Any Personal Identification Number (PIN) or Access Code issued to you is confidential and serves as a substitute for your signature. You should not disclose your PIN or Access Code to anyone, nor should you record your PIN or Access Code on your Card or Access Device, nor keep your PIN or Access Code with your Card or Access Device. You are responsible for their safekeeping. We may at any time suspend or cancel your access to ATMs and Access Devices without cause or prior notice. Additional information on Access Devices may be provided to you with the Access Device. Please call us if you have any questions regarding their use.

3. **Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone who 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 on Joint Accounts also applies to your Account.
  
4. **Grace Period and Interest Charge.** You can avoid the interest charge on Purchases by paying the entire New Balance shown on your Periodic Statement by the Payment Due Date each month. Your Payment Due Date is at least twenty-five days after the close of your billing cycle. We will not charge you any interest on Purchases if you pay your entire New Balance by the Payment Due Date each month. Otherwise, the New Balance and subsequent Purchases from the posting date (which is the date that our credit card service processor posts the transaction to your account) will be subject to an interest charge.

We will begin charging interest on Balance Transfers and Cash Advances on the transaction date. There is no grace period for Balance Transfers and Cash Advances.

The Current Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances for the PLATINUM CASHBACK ACCOUNT is 14.99% which corresponds to a monthly periodic rate of 1.2492%

We figure the interest charge on your Account by applying the periodic rate to the "Average Daily Balance" of purchases (including current Purchases). To get the "Average Daily Balance" of Purchases, we take the beginning Purchase Balance of your Account each day, add any new Purchases, and subtract any unpaid interest or other finance charges and any payments or credits applied to your Purchase Balance. This gives us the Daily Balance for Purchases. Then, we add up all the Purchase Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance" for Purchases.

We figure the interest charge for Cash Advances on your Account by applying the periodic rate to the "Average Daily Balance" of Cash Advances (including current transactions). To get the "Average Daily Balance" of Cash Advances, we take the beginning Cash Advance balance of your Account each day, add any new Cash Advances, and subtract any unpaid interest or other finance charge and any payments or credits applied to your Cash Advance Balance. This gives us the Daily Balance for Cash Advances. Then, we add up all the Cash Advance Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This give us the "Average Daily Balance" for Cash Advances. Balance Transfers are treated as Cash Advances for purposes of determining interest charges.

5. **Balance Transfers.** Balance Transfers are treated as Cash Advances, subject to credit availability and are processed in accordance with your Credit Card Agreement. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to four (4) weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. If you transfer a balance that contains a dispute with a creditor, you may lose certain dispute rights. There is no grace period for balance transfers.
  
6. **Promotional Rate Finance Charges.** From time to time and in our sole discretion we may offer special rates applicable to certain transactions such as purchases, balance transfers, and cash advances. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and

conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

7. **Other Charges.** The following other charges (fees) will be added to your Account, as applicable:

- (a) Annual Fee: None
- (b) Late Payment Fee: If you make a payment more than two (2) days after the payment due date, your account will be subject to a late payment fee of \$20.
- (c) Return Payment Fee: If a check, share draft or other mode of payment is returned unpaid, you will be charged a fee of \$20.00 for each item returned (but not more than the amount of the returned item).
- (d) Card Replacement Fee: You will be charged \$10.00 for each replacement card that you request.
- (e) Document Copy Fee: You will be charged \$8.00 for each copy of a sales draft or other document that you request (except when the request is made in connection with a billing error made by the Credit Union). If the document involves a transaction older than two years, research fees may also apply. These fees also apply to documents we provide pursuant to a subpoena or other investigation.
- (f) Duplicate Periodic Statement Fee: \$4.00. If the statement is older than two years, research fees may also apply. These fees also apply to documents we provide pursuant to a subpoena or other investigation.
- (g) Research Fee: Research fees of \$20.00 per hour or any fraction thereof will apply.
- (h) Third Party Costs: Fees for document copies, duplicate periodic statements, research, and other fees incurred in connection with request made by you or third parties (such as pursuant to a subpoena served on us or in response to other investigations) will be added to the Account unless payment is received in advance.
- (i) ATM Fees for ATMs Owned by Others: If you use an ATM not owned by us, you may be charged a fee by an ATM operator or any ATM network used to complete the transfer (and you may be charged a fee for a balance inquiry) even if you do not complete a funds transfer. The fee will be debited from your Account if you elect to complete the transaction or continue with the balance inquiry.
- (j) Enforcement and Collection Costs: You promise to pay subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement, and to indemnify and hold us harmless for any violation of this Agreement. This includes but is not limited to reasonable attorney fees and court costs as well as legal expenses for any bankruptcy, appeals or post-judgment proceedings.

Additional fees and charges may apply.

8. **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 make 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 3% 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 has the right to demand immediate payment of any amount by which you are over your credit limit.

The Credit Union can accept late payments or partial payments or share drafts, checks, and money orders marked “Payment in Full” without losing any of the Credit Union’s rights under this Agreement. If you in good faith tender partial payment to the Credit Union as full satisfaction of a claim that is unliquidated or subject to a bona fide dispute, you must send the partial payment to the Credit Union at VISA, P.O. Box 672051 Dallas, TX 75267-2021 with a description of the error. See sections in this Agreement titled, “Merchant Disputes” and the notice of “Your Billing Rights” for more information.

9. **Payment Allocation.** Generally, payment above the Minimum Payment will be applied first to the higher interest rate balances and then to the lower interest rate balances. Minimum payments will be applied to lower interest rate balances.
10. **Security Interest.** All Accounts: If we obtain a judgment against you for anything you owe us on your Account (Platinum, Gold, Classic or Classic Share-Secured), and neither law nor the terms of the judgment prohibits us from doing so, we may set off the judgment debt against any obligation we owe you (such as the balance in other accounts on deposit). Collateral securing other loans that you have with us may secure your VISA Account, except that a dwelling will never be considered as security for your Account, notwithstanding anything to the contrary in any other agreement with us.
11. **Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit applications or credit update. You will also be in default if something happens that the credit union believes may substantially reduce your ability to repay what you owe.

The Credit Union may adjust the interest rate whenever your account is 60 days past due. We may add 12.49 percentage points to the WSJ Prime Rate and change your interest rate. The Penalty Annual Percentage Rate will not be lower than 17.99% which corresponds to a monthly periodic rate of 1.4992% on the first day of the billing cycle following the cycle that was 60 days past due. After six (6) consecutive billing cycles of your account being paid pursuant to the terms of your agreement with the Credit Union, we will change the interest rate to the current non-penalty rate prior to the default rate, which will become effective on the first day of the billing cycle following the sixth (6<sup>th</sup>) consecutive billing cycles paid as agreed. If you fail to pay your account pursuant to the terms of your agreement at any time during the next six (6) billing cycles after your account has had an interest rate adjustment due to default your account will remain at the penalty APR of 17.99% until such time as six (6) consecutive payments have been paid as agreed and your account has been reviewed to determine if the rate should be reduced based on your payment history.

Except as prohibited by applicable law when you are in default, the Credit Union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the penalty APR, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

- 12. Liability for Unauthorized Use/Lost Card Notification.** If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should call us immediately at 1-800-442-4757 24 hours a day, or write to: Cardmember Services P.O. Box 498181, Cincinnati, OH 45249-9860. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50. Subject to investigation, verification of your claim, and account standing and history, you will have no liability for unauthorized Purchases made with your Card through Visa, unless you acted with gross negligence or fraud, or delayed in reporting unauthorized use.

You are responsible for the safekeeping of your Card, PIN and Access Code. If we suffer a loss, we may not reissue a Replacement Card or Access Code and may close your Account.

- 13. Changes to Your Account; Effect of Termination.** The information about the costs of the Card and other information described in this Agreement are accurate as of January 1, 2019. This information may change after that date. To find out what may have changed, you may contact the Credit Union at the address or phone number listed on the front page of 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 unauthorized.

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, subject to applicable law. We do not have the right to accelerate your payments in certain situations. If this is a joint Account, Section on Joint Account also applies to termination of the Account.

You will continue to be bound to pay the Balance of the Account under the terms of this Agreement, and until paid, you will be liable for all finance charges and other fees and charges imposed on the Account. You are also liable for the payment of any credit that is obtained after the Account is cancelled and for all other amounts owed under the Account. Cancellation will not affect any of our rights or any security interests securing the advances under this Agreement, until all obligations to us have been satisfied. You will use your best effort to retrieve and return all Cards and Access Devices when the Agreement is cancelled.

- 14. Amendments.** We may amend this Agreement at any time by notifying you of the change by sending a notice to your email address, or by posting the changed terms on the Service, or any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and stop using your Account. By using the Account more than fourteen days after we have sent notice or after the effective date of the change, whichever is later, you may be deemed to agree to the amendment.
- 15. 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, to the extent authorized by law.

- 16. 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 a credit balance remains on your account for 6 months, we will automatically refund it to you.
- 17. 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.
- 18. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant, financial institution or other persons ("vendor") 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.
- 19. Joint Accounts.** If this is a joint Account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually, and to issue any instructions with respect to the Account. Any one of you may terminate the Account and the termination will apply to all of you.
- 20. Transaction Receipts.** Your monthly statement will identify the seller, financial institution or Automated Teller Machine (ATM) at which a transaction was made, but purchase, cash advance, credit or other transaction receipts will not be returned with your monthly statement. Retain the copy of transaction receipt furnished at the time of the transaction in order to verify your monthly statement. You will be charged a document copy fee for photocopies of transaction receipts that you request.
- 21. 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. This Agreement is subject to the bylaws and policies of the Credit Union, as they may be amended from time to time.
- 22. Communications.** Whenever we are required to give you notice of something, we will have given it to you if we mail it to you at your present address, or at any new address that you have given to us or to your last address known to us. Notice sent to any one of you will be considered notice to all of you. You agree to notify us as soon as possible of any change of your address by writing us at the address below. In your written request, include the date of your request, your old and new address, your Share and Visa Account numbers, and your signature. We may close your Account if you move outside the State of Hawaii.

Write to us at: Cardmember Services, P.O. Box 498181, Cincinnati, OH 45249-9860.

We will never contact you by email, telephone, mail or other type of correspondence and request your account number, PIN, password, username, or other access code. If you are contacted by anyone asking for your account number, PIN, password, username or other access code, you should refuse and immediately contact us, as you may be a target of identity theft.

- 23. Use for Illegal Purpose Prohibited; Indemnification and Waiver.** You may not use your Account, Card or Access Device for any illegal purpose, such as unlawful gambling. Display of a payment card logo by an online merchant or acceptance of a Visa card by an online merchant does not necessarily mean that the transaction is legal in the jurisdiction in which you are located. You will be liable for any losses resulting from any illegal transaction. You agree that we may deem any illegal use by you of any financial product or service to be an event of default and a breach of contract; and that within our discretion, we may terminate services to you. You further

agree, should illegal use occur, to waive any right to sue us in connection with such illegal use and to indemnify and hold us harmless from any action or liability, including attorney's fees and costs, directly or indirectly arising out of such illegal use.

24. **Prohibition Against Using Account for Margin Stock.** You agree that you will not use the Account to purchase or carry margin stock (as defined in Federal Reserve Board regulations).
25. **Internet (Online) Transactions.** We subscribe to Verified by Visa (VbV). VbV is an enhancement that improves the security of Purchases made via the Internet by enabling us to verify your Account ownership during online Purchases by using a password. VbV only relates to Internet Purchases from merchants that also participate in VbV. If you make Purchases through the Internet, you should register your Card at [www.visa.com](http://www.visa.com), where you will be asked to enter account information and personal data for identity confirmation. You will be able to shop at participating VbV Internet merchants with no changes to the shopping or checkout process. Should you shop at a VbV participating Internet merchant and have not yet registered your Card, you will be required to register with VbV before completing the transaction.
26. **Unauthorized Transactions.** You agree to cooperate fully with the investigation of any unauthorized transaction or vendor dispute regarding your Account, to file complete and truthful reports with criminal law enforcement agencies, and to give complete and truthful testimony. At our request, you agree that (a) we will be subrogated to, and you shall assign to us, all rights that you have against any unauthorized user or vendor, (b) you will do whatever is necessary to enable us to exercise our rights and will cooperate with us, and (c) you will not prejudice our rights. You further agree that we have the right to reverse any credits that we apply, and that you will indemnify and hold us harmless with respect to any dispute, to the full extent permitted by law.
27. **Non-transferability.** You agree not to transfer or assign your Account or a Card or Access Device without prior written consent, which we may withhold in our sole discretion.
28. **Business Days.** Our Business Days are Mondays through Fridays, except State of Hawaii Holidays. Our business hours are generally from 7:30am to 5:00 p.m., Hawaii Time.
29. **Severability.** If any provision in our Agreement and Disclosures is not enforceable, such provision shall be deemed amended and enforced to the maximum extent permissible by law. All other provisions shall remain in full force and effect.
30. **Electronic Records; Evidence.** You agree that a copy, microfilm, microfiche, or other electronic medium will have the same validity as the original.
31. **Applicable Law; Jurisdiction; Venue.** The Account was considered, approved and issued in the State of Hawaii and all extensions of credit are being made from the State of Hawaii. You agree that the laws of the State of Hawaii (without regard to conflict of laws provisions) apply to this Agreement, to the Account and to use of the Card, wherever that takes place. Any action with respect to this Agreement, the Account or use of the Card may be brought or transferred to federal or state courts located in Honolulu, Hawaii.
32. **Copy Received.** You acknowledge that you have received a copy of this Agreement.
33. **Signatures.** By signing the Signature area of the application form that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

**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: Cardmember Services P.O. Box 498181, Cincinnati, OH 45249-9680.

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 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 Cardmember Services, P.O. Box 498181, Cincinnati, OH 45249-9860.

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.

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