

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ROBERT ROSS, ANDREA KUNE,  
WOODROW CLARK, HERVE SENEQUIER,  
BYRON BALBACH, JR., MATTHEW  
GRABELL, and PAUL IMPELLEZZERI,  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

BANK OF AMERICA, N.A. (USA), CAPITAL ONE  
BANK, CAPITAL ONE, F.S.B., JPMORGAN  
CHASE & CO., CHASE BANK USA, N.A.,  
CITIGROUP, INC., CITIBANK (SOUTH  
DAKOTA) N.A., CITIBANK USA, N.A.,  
UNIVERSAL BANK, N.A., UNIVERSAL  
FINANCIAL CORP., CITICORP DINERS  
CLUB, INC., NOVUS CREDIT SERVICES,  
INC., DISCOVER FINANCIAL SERVICES,  
DISCOVER BANK, HSBC FINANCE CORP.,  
HSBC BANK, NEVADA, N.A., MBNA  
AMERICA BANK, N.A., MBNA AMERICA  
(DELAWARE), N.A., PROVIDIAN FINANCIAL  
CORP., and PROVIDIAN NATIONAL BANK,

Defendants.

05 CV 7116 (WHP) (THK)

**DECLARATION OF ANDREW T. SEMMELMAN**

I, Andrew T. Semmelman, hereby declare as follows:

1. I am a senior vice president and associate general counsel with Chase Card Services. I was involved in the revised Cardmember Agreement that Chase sent to its consumer

and small business cardholders in early 2010. I will refer to that agreement as the Revised Cardmember Agreement.

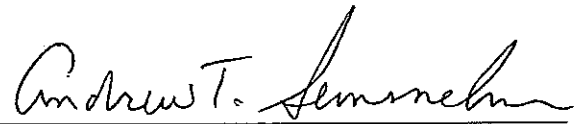
2. On or about January 6, 2010, Chase began mailing the Revised Cardmember Agreement to its existing cardholders. Mailing of the Revised Agreement to Chase's pre-existing cardholders was substantially complete by February 22, 2010. A cleanup mailing was sent to a group of newly-booked account holders on March 24, 2010.

3. The Revised Cardmember Agreement was sent with a cover letter which stated, among other things, that Chase was removing the arbitration clause from the cardmember agreement. A copy of the Revised Cardmember Agreement and the accompanying cover letter is attached as Exhibit A.

4. Chase sent the the Revised Cardmember Agreement and cover letter described above to approximately 78 million cardholders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: May 21, 2010

  
Andrew T. Semmelman

# Exhibit A



\*\*\*\*\* 5-DIGIT 97007  
 0266-848-00  
 Sample A. Sample [Address Line 1]  
 1234 Main Street [Address Line 2]  
 Apt 100 [Address Line 3]  
 Anytown, USA 12345-6789 [City, State, Zip+4]

LTC20606.indd

Last Save Date: 12-23-2009 12:31 PM  
User Name: Inverso, Mark D (Card Services)  
Station Name: WWL124137

Job Info

Segment: Portfolio  
 Campaign: CMA Full Mailing  
 Cell: None  
 WR #: 202570  
 Partner: Chase Consumer (See lang only)  
 RPC: None  
 Creative Format ID: CE09404  
 Component Spec ID: LTC-508305  
 Mail Date: None

Document Size:

Trim Width: 8.375"  
Trim Height: 10.75"  
Fold Position: 3.75", 7.5"  
Folded Size: 8.375" x 3.75"

Fonts & Images

Fonts:  
Berthold Akzidenz Grotesk (Regular, Bold), Helvetica Neue (75 Bold), Bar Code (Regular), Helvetica (Medium), Times New Roman PS (Roman)

Images:  
05686\_Jogo\_rBLK\_ChaseLogo.tif (Gray, 725 ppi; 41.38%)

Inks:  
FPO FCX  
FPO Variable  
FPO Tech Notes

Notes:  
Project ID 22494000

IMPORTANT INFORMATION REGARDING CHANGES TO YOUR ACCOUNT

January 2010

RE: Your Chase Account ending in [VAR1]

Dear Sample A. Sample,

We are writing to notify you of changes to your Cardmember Agreement effective February 22, 2010 in support of new federal credit card regulations and laws, and call your attention to some terminology in your Cardmember Agreement that is changing.

The principal changes are highlighted below. We have indicated where they appear in the attached portion of your Cardmember Agreement so you can easily find the complete details. This Agreement or any portion of it could become effective on an earlier date because of new federal law. **This notice does not change the interest rates and fees on your account.**

Here is a summary of the principal changes:

- **Payment Crediting:** Generally, payments above the Minimum Payment due will be applied first to higher interest rate balances and then to lower interest rate balances. This may help you pay off your highest interest rate balances more quickly and reduce your interest charges.
- **Paying Interest:** The grace period for purchases that explains how you can avoid finance charges is described in the "Paying Interest" section. Your payment due date (and purchases grace period when it applies) will be a minimum of 21 days following the close of each billing cycle.
- **Penalty APR:** If an increased APR is applied to your account for a late payment or other reasons described in the "Penalty APR" section (or Finance Charges for Late Payment section for certain accounts), the new rate will affect future transactions. If a Minimum Payment is not received within 60 days of the due date, the Penalty APR will affect all outstanding balances and future transactions. In this case, your lower rate will be returned for eligible balances if the next six consecutive minimum payments are made on-time.
- **Overlimit Fee:** You will not be charged a fee for spending over your credit limit unless you agree to allow us to do so.

Some terminology in your Cardmember Agreement is also changing:

- **Interest Charge Calculation:** The method used to calculate interest charges on your account will be referred to as: **Periodic Interest Charge Calculation - Daily Balance Method (including current transactions).** Periodic finance charges will be referred to as **periodic interest charges.**
- **Foreign Transactions/Fees:** The International Transactions section will now be referred to as **Foreign Transactions/ Fees,** and the international transaction fee will be referred to as **Foreign Transaction fee.** This fee will be a finance charge.
- **Minimum Interest Charge:** The minimum finance charge will be referred to as the **minimum interest charge.**

In addition, we are simplifying certain sections of your Cardmember Agreement to make it easier to understand. This includes removing the Arbitration section from the agreement effective February 22, 2010. The revised portion of your Cardmember Agreement is enclosed and **replaces the corresponding portion of your existing agreement.**

**Again, this notice does not change the interest rates and fees on your account.** Your revised Cardmember Agreement incorporates by reference the numerical rates and fees, including those in the Rates and Fees table in your previous agreement as amended, which apply to your account as of February 22, 2010 (or such earlier date that this Agreement or any portion of it becomes effective). Your revised Agreement will apply to current and future balances on your account.

If you have questions or need assistance with your account, we are always available to you by calling the number listed on the back of your card.

We are committed to being a strong financial partner to our customers. We look forward to continuing to serve you, and we thank you for choosing Chase.

LTC20606

# Cardmember Agreement

## AGREEMENT ACCEPTANCE AND AMENDMENTS

**Acceptance:** This Cardmember Agreement (the "Agreement") is effective February 22, 2010. This Agreement or any portion of it could become effective on an earlier date because of new federal law. This Agreement incorporates by reference all of the numerical rates and fees (including those set forth in your previous Rates and Fees Table as it may have been amended or superseded) that are applicable to your account ("Account") as of February 22, 2010 (or such earlier date that this Agreement or any portion of it becomes effective). Your revised Cardmember Agreement also incorporates by reference any promotional program terms set forth in your previous Rates and Fees Table. This Agreement governs your credit card Account. You promise to pay for all transactions, interest charges and fees assessed on your Account, and any past due amounts. The words "we," "us" and "our" mean Chase Bank USA, N.A., which is the issuer of your credit card and lender for your Account. The words "you," "your," and "yours" mean everyone responsible for this Account, including the person who applied for the Account and the person to whom we provide the billing statements. The word "card" means each card or other access device, such as Account numbers, that we give you to use your Account.

**Amendments:** We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement.

In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that.

In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the Prime Rate changes or the Penalty APR becomes applicable. See the Penalty APR section about our right to increase APRs on outstanding balances and/or future transactions for events of default including late payment.

## USING YOUR ACCOUNT

Your Account is to be used only for personal, family or household purposes. You promise that you will not allow your Account to be used for Internet gambling, and you will not use it for any unlawful purposes or transactions, including check kiting.

**Authorized Users:** If you let anyone use your Account, that person is an authorized user. You may request another card for each authorized user. If you do, this Account may appear on the authorized user's credit report. You are responsible for all use of your Account including charges by authorized users. You must tell us if you want to stop an authorized user from using your Account. If you do, we may close the Account and issue a new card(s) with a different Account number. It is your responsibility to get any cards, checks or any other means of access to your Account from the authorized user and destroy them or return them to us upon request.

**Billing Cycles/Statements:** Your Account will have time periods called "billing cycles" or "billing periods." Each billing cycle is about one month in length. We will provide a billing statement each month one is required by applicable law.

**Credit Line:** We also call this a credit limit. We will assign a credit line to your Account. Your statement will show the amount of your credit line as of the date of the statement. If your Account goes overlimit, you must repay the overlimit amount when it is billed on your monthly billing statement, or sooner if we ask you to. We may, but are not obliged to, allow your Account to go over its credit line. We may change or cancel your credit line without telling you ahead of time. If we do, it will not excuse you from your obligations to pay us. We may restrict the extent to which your credit line can be used for different types of transactions (for example, purchases, balance transfers and/or cash advances) such as by limiting the dollar amount or number of or time period available for any such transactions, and we may completely prohibit use of your credit line for particular types of transactions.

**Lost or Stolen Cards, Checks or Account Numbers:** If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, you must tell us immediately. Call the Cardmember Service telephone number on your card or billing statement. Do not use your Account after you notify us. We may end your credit privileges and close your Account if we consider it appropriate. You agree to provide us information to help us find out what happened.

## TYPES OF TRANSACTIONS AND AUTHORIZATIONS

**Purchases:** You may use your card to pay for goods or services.

**Balance Transfers:** In our discretion, we may allow you to transfer balances from other accounts or loans from other credit card companies, other lenders or other balance transfers we may allow, using balance transfer checks we provide or our website, or by calling us to make the transfer on your behalf. Those uses are "balance transfers". You are not authorized to transfer balances to this Account from other accounts or loans with us or any of our related companies. If you request a balance transfer but do not have enough available credit, we may transfer only a part of the requested amount.

**Cash Advances:** You may use your card to get cash from automatic teller machines or from banks that accept the card, or by using cash advance checks we may provide. Also, we will treat as cash advances any balance transfer checks made payable to cash, you or other payees we disclose to you. All the following uses of your Account will be treated as "cash advances": purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.

**Types of Checks/Refusal to Pay Checks:** Each balance transfer check or cash advance check you write is your request for funds. We may also call them a check or an access check. The check must be signed by the person whose name is printed on it. When we receive an access check for payment, we may review your Account to decide whether to pay that check. We have the right not to pay a check for any reason, including but not limited to the following examples:

- We or one of our related companies is the payee on the check.
- The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the check after the date specified on it.
- You are in default (including exceeding your credit line) or would be if we paid the check.

**Overdraft Advances:** You may link this Account to cover overdrafts on a checking account with one of our related banks. The terms of this Agreement and your checking account agreement will apply.

**Promotions:** We may make special offers for you to use your Account. If we do, we will tell you how those offers will work and how long they will last. Any special offer is subject to the terms of this Agreement, unless we explain otherwise in the offer.

**Refusal to Authorize Transactions:** We may decline any transaction on your Account for any of the following reasons:

- operational matters,
- your Account is in default (including exceeding your credit line),
- suspected fraudulent or unlawful activity, or
- any other reason we choose.

We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party.

## PAYMENTS

**Minimum Payment:** You must make your Minimum Payment in a way that we receive it by the time and date it is due. You may make payments greater than your required Minimum Payment. This will reduce the interest charges that are added to your Account.

Your Minimum Payment will ordinarily be the largest of:

- \$[VAR2] (or total amount you owe if less than \$[VAR2]); or
- [VAR3]% of the New Balance; or
- the sum of 1% of the New Balance, the periodic interest charges and late fees we have billed you on the statement for which your Minimum Payment is calculated.

As part of the Minimum Payment, we will also add any amount past due and we reserve the right to add any amounts in excess of your credit line. Even if the Minimum Payment does not include amounts in excess of your credit line, you must pay such amounts when billed on your monthly statement or sooner if we ask you to.

Except for Blueprint payment plans that may be offered to you, if you have agreed to the terms of a promotional financing transaction with a specific fixed payment, that amount will be added to and become part of your required Minimum Payment.

**Payment Instructions:** You agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a US bank or a foreign bank branch in the U.S. We will not accept cash payments through the mail. When we receive or apply a payment, we might not restore your available credit by that amount for up to 15 days.

For mailed payments, your billing statement and the envelope it comes in give you instructions about how, when and where to make your payments. You must follow these instructions. Your payment will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions.

If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, you must send that payment to the special address on the back of your statement. That address is called the "Conditional Payments" address. We may accept a conditional payment and not agree that it pays all amounts you owe on your Account. Also, we may return a conditional payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account.

You authorize us to collect any payment check either electronically or by draft. We can collect your payment checks electronically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it.

You may use our optional services to make payments electronically through our website, our automated telephone service or our Customer Service advisors, or using our Autopay feature. We will provide the terms for these payment services before you use them.

**Payment Crediting/Allocation:** We will apply payments equal to or less than the required Minimum Payment amount and any credits to balances on your Account in a way that is most favorable to or convenient to us. Generally, and except as required by law, we will credit payments over the required Minimum Payment to balances with the highest APR first. We will then credit payments to lower rate balances in descending order of APRs. The manner in which we apply any payment to your Account balances may affect the amount of any payment applied to introductory or promotional financing balances. This may also affect the amount of any payment to be made under a Blueprint payment plan that may be offered to you.

**Credit Balances:** You may request a refund of any credit balance at any time. Otherwise, we will apply it to any new charges on your Account or provide the refund to you as required by law.

**Automatic Charges:** You may allow others to automatically charge repeat transactions to your Account. You will be responsible for making new arrangements to make those payments if they are stopped for any reason such as:

- your Account is closed or suspended, or
- your Account number changes.

## PERIODIC INTEREST CHARGES

**Daily Interest Rates and Annual Percentage Rates:** To get the daily interest rate we divide the APR by 365. APRs are either introductory, promotional, standard or Penalty APRs.

**Periodic Interest Charge Calculation—Daily Balance Method (including current transactions):** We figure periodic interest charges for each billing cycle.

- We begin with each existing balance for each type of transaction (for example, purchases, balance transfers, cash advances, overdraft advances, and each promotion). We may combine different transaction types with the same daily interest rates.
- We figure the "daily balance" for each transaction type. We take the beginning balance for each day. We add any periodic interest charge from the prior day's daily balance. This results in daily compounding of interest charges. We then add any new transactions or other debits (including fees and unpaid interest charges), and subtract any payments or credits. We treat any net credit balance as a zero balance. This gives us the daily balances for each type of transaction.
- We figure the periodic interest charges on your Account by multiplying the daily interest rate by the "daily balance" of your Account for each transaction type, each day in the billing cycle.
- The total periodic interest charges for the billing cycle are the sum of the daily periodic interest charges for each transaction type for each day during that billing cycle. If any periodic interest charge is due, we will charge you at least the minimum interest charge, plus any other finance charges (for example, transaction fees).

We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance on the date of the transaction, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance on the date the payee deposits the check or a later date of our choice. We add fees either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing cycle, whichever we may choose.

For each transaction type we calculate a Balance Subject to Interest Rate for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, periodic interest charges and related amounts.

**Paying Interest:** We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance as described in this Agreement until your Account is paid in full. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement, as described below, but not on cash advances, balance transfers or overdraft advances.

If you receive a current monthly statement that includes new purchases, and then make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of the new purchases on that statement that we allocate such payment to, so long as your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time its Minimum Payment was due or that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and the other balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

**Penalty APR:** The Penalty APR will be applicable to your Account if you:

- fail to make any Minimum Payment by the date and time due (late payment);
- exceed your credit line;
- make a payment to us that is returned unpaid; or
- do any of the above on another account or loan you have with us or any of our related companies.

Before we apply the Penalty APR on any type of transaction or balance, we will provide you any notice required by law in advance that tells you which future transactions and/or outstanding balances are subject to the Penalty APR and when the APRs will increase. If we do not increase your APRs to the Penalty APR when any of these events occur, we reserve our right to increase your APRs to the Penalty APR if any of these events occur in the future.

If your APRs are increased on any type of transaction for any of the reasons above, the Penalty APR will be applicable indefinitely to future transactions of that type that occur more than 14 days after we provide you notice about the APR increase.

If we do not receive any Minimum Payment within 60 days of the date and time due, the Penalty APR will be applicable to all outstanding balances and future transactions on your Account. However, if we receive six consecutive Minimum Payments by the date and time due beginning with the first payment due after the effective date of the increase, we will stop applying the Penalty APR to transactions that occurred prior to or within 14 days after we provided you notice about the APR increase. For balances that we stop applying the Penalty APR to, we will apply APRs that would have applied at that date if the Penalty APR had never been applicable.

See the Amendments section about our rights to increase APRs and make other changes to your Account for any reason.

**Variable Rates:** When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of *The Wall Street Journal*. A "business day" is any day that is not a weekend or federal holiday. The APR will change if the Prime Rate changes. The new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher Minimum Payment. The Prime Rate is simply a pricing index and is not the lowest interest rate available. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate.

#### OTHER FEES AND CHARGES

We may charge the following fees. Transaction fees are added to the related balance for the type of transaction. All other fees are added to the balance for purchases.

**Annual Membership Fee:** If your Account has an annual fee or similar charge, it will be billed each year or in installments whether or not you use your Account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your Account within 30 days of our providing the statement on which the annual fee is billed and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your Account relationship.

**Foreign Transactions/Fees:** A Foreign Transaction fee is a fee which will be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, Visa International or MasterCard International will convert the transaction into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the rate will come from the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction.

We may charge a Foreign Transaction fee that is a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa or MasterCard. These Foreign Transaction fees are finance charges. The same process and charges will apply again if any Foreign Transaction is reversed.

**Late Fee:** We may charge a late fee if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due. If the amount of the late fee is based on a balance, we will use the total Account balance

at the end of the day that the late fee is charged to calculate the fee. This date may be as early as the due date for the late payment.

**Minimum Interest Charge:** We may charge no less than the minimum interest charge if any periodic interest charge is due for a billing cycle.

**Overlimit Fee:** If you agree to allow us to charge overlimit fees, we may charge such a fee to the extent allowed by law when your Account goes overlimit. We may charge this fee even though your balance is over the credit line because of a transaction we allowed. You have the right to withdraw your consent to our charging the overlimit fee at any time. If you do so, we will stop charging you the fee.

**Return Check Fee:** We may charge a return check fee if:

- we stop payment on a cash advance check or balance transfer check at your request, or
- we refuse to pay a cash advance check or balance transfer check.

**Return Payment Fee:** We may charge a return payment fee if:

- your payment check or other type of payment is not honored,
- an automatic debit or other electronic payment is returned unpaid, or
- you did not sign your payment check or it cannot be processed.

**Service Fees:** We may charge fees if you request a copy of a billing statement, sales draft or other record of your Account, or if you request two or more cards or any special services (for example, obtaining cards on an expedited basis). However, we will not charge fees for copies of documents requested for a billing dispute. Service fees may change from time to time. We will inform you of the fee in effect prior to when the applicable service is provided.

**Transaction Fees for Balance Transfers and Cash Advances:** We may charge you transaction fees for balance transfers and cash advances. These transaction fees are finance charges and are added to the balance for the applicable category of balance transfers or cash advances as of the date of that transaction.

#### DEFAULT/COLLECTION

Your Account may be in a default if any of the following applies:

- we do not receive at least the Minimum Payment by the date and time due as shown on your billing statement.
- you exceed your credit line.
- you fail to comply with the terms of this Agreement or any other agreement with us or one of our related companies.
- we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- you file for bankruptcy.
- you become incapacitated or die.

If your Account is in default, we may close your Account without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

#### CLOSING/SUSPENDING YOUR ACCOUNT

You may close your Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close your Account or suspend your credit privileges or any feature on your Account at any time for any reason, including Account inactivity, without notice. If we close your Account or suspend your credit privileges or any feature, we will not be liable to you for any consequences that result. If you or we close your Account, you and any authorized users must stop using your Account immediately and destroy all cards, checks or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

#### CREDIT INFORMATION

We may review your credit history by obtaining information from credit reporting agencies and others. We may report information about you and your Account to credit reporting agencies. If you request additional cards on your Account for others, we may report Account information in your name as well as in the names of those other people. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the Cardmember Service address listed on your billing statement. Please include your name,

address, Account number, telephone number and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

#### **COMMUNICATIONS/CHANGE OF INFORMATION**

We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. Telephone numbers you provide include those you give us and/or those we obtain from caller ID processes. We may obtain telephone number, mailing address and e-mail address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service.

If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) or charge(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us.

You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about products and services.

#### **TELEPHONE MONITORING AND RECORDING**

We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.

#### **ENFORCING THIS AGREEMENT**

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

#### **ASSIGNMENT**

We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The assignee will be entitled to any of our rights that we assign to that person.

#### **GOVERNING LAW**

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

#### **FOR INFORMATION**

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your Account or 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 on a separate sheet at the Cardmember Service address shown on your billing 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 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 on a separate sheet at the Cardmember Service address shown on your billing statement.

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

The following describes separate terms for Blueprint payment plans we may offer you, and are not part of your Cardmember Agreement.

**PAYMENT OFFER — FINISH IT<sup>SM</sup> AND SPLIT<sup>SM</sup>**

This Section explains our Finish It and Split plans, which apply if offered to you and you accept it.

Finish It lets you select a portion of your balance. Split lets you select a specific purchase. For both, you can establish payments to pay off ahead of your regular schedule. We call both these features your Plan.

The amount of the payments you establish under your "Plan Payment" will be shown on your monthly statement. It is separate from your required Minimum Payment.

Your Plan Payment will be included in your "Blueprint Payment". This will also be shown on your monthly statement. The Blueprint Payment also includes your required Minimum Payment amount. The actual required Minimum Payment will be shown on your monthly statement. Making your full Blueprint Payment will satisfy your required Minimum Payment.

These Plans are optional features of your Account. You must make your required Minimum Payment by its due date. However, not making your Blueprint Payment will not put your Account in default. If you do not pay enough to satisfy at least your required Minimum Payment, your Account will be in default. Then, we may take any of the actions explained in this Agreement.

Interest Charges associated with your Plan Balance(s) will be figured the same way as those for the category of balance from which you selected your Plan Balance(s).

Even if you make your required Minimum Payment, we will remove your Plan from your Account if you do not make at least half of your Plan Payment (a) for 3 months in a row or (b) for any 3 months in a rolling 6 month period. Also, if you ask us to, we will remove the Plan from your Account. If your Account is in default, the Plan may be removed from your Account.

If a Plan is removed from your Account, your Plan Balances(s) will move to the category of balances from which you selected your Plan Balance(s). They will be treated as those balances for all purposes.

If there are balances on your Account with a higher Annual Percentage Rate than your Plan Balances, generally we will credit payments over the required Minimum Payment to balances with the highest rates first. We will then credit lower rate balances in descending order of the value of those rates. This may affect the amount of any payment to be made to Plan Balance(s).

**PAYMENT OFFER — FULL PAY<sup>SM</sup>**

This Section explains our Full Pay plan, which applies if it is offered to you and you accept it.

The Full Pay feature lets you select one or more types of Purchases to be separated out on your monthly statement. You can pay these in full every month. The total of the types of purchases you pick is called your Full Pay Balance.

The amount of the Full Pay Balance is totaled at the end of each billing cycle. It is separate from your required Minimum Payment.

The Full Pay Balance amount will be included in your "Blueprint Payment". This will also be shown on your monthly statement. The Blueprint Payment also includes your required Minimum Payment amount. The actual required Minimum Payment on your Account will continue to be shown on your monthly statement. Making your full Blueprint Payment will satisfy your required Minimum Payment.

If you do not pay enough to satisfy your Blueprint Payment by its due date, interest on the unpaid Full Pay Balance will be charged. This interest will start on the 1st day of the billing cycle in which you did not make your payment. As long as you make your regular required Minimum Payment by its due date, not making your Blueprint Payment will not put your Account in default.

Interest Charges are not calculated on your Full Pay Balance as long as you are active in the Blueprint plan and pay your Blueprint Payment in full by your payment due date.

If you do not pay your full Blueprint Payment by your payment due date for 3 months in a row, we may remove the Plan from your Account. Also, if you ask us to, we will remove the Plan from your Account. If your Account is in default for any of the reasons stated in this Agreement, we may remove the Plan from your Account.

If a Plan is removed from your Account, the unpaid Full Pay Balance will be treated the same as Purchases. We will apply the Purchase APR interest rate on the unpaid Full Pay Balance beginning the 1st day of the cycle in which the Plan was removed.

Generally, we will credit payments over the required Minimum Payment for your Account to balances with the highest rates first. We will then credit lower rate balances in descending order of the value of those rates. This may affect the amount of any payment to be applied to Full Pay Balance(s).

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