

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill.

a. Do not write on the bill. On a separate sheet of paper write (You may telephone your inquiry, but **doing so will not preserve your rights under the law**) the following:

I. Your name and account number (if any)

II. A description of the error and an explanation (to the extent you can explain) why you believe it is an error.

If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of the sales slip or other document, unless you have a duplicate copy for your records.

III. The dollar amount of the suspected error.

IV. Any other information (such as your address) which you think will help the creditor to identify you or the reason for your complaint or inquiry.

b. Send your billing error notice to: (creditor's name and address).

Mail it as soon as you can, but in any case, early enough to reach the creditor within 60 days after the bill was mailed to you.

2. The creditor must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the creditor is able to correct your bill during that 30 days. Within 90 days after receiving your letter, the creditor must either correct the error or explain why the creditor believes the bill was correct. Once the creditor has explained the bill, the creditor has no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.

3. After the creditor has been notified, neither the creditor nor an attorney

nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the dispute amount be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. **However, you may remain obligated to pay the parts of your bill not in dispute.**

4. If it is determined that the creditor has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that the creditor has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the dispute amount. Unless you have agreed that your bill was correct, the creditor must send you a written notification of what you owe; and if it is determined that the creditor did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If the creditor's explanation does not satisfy you and you notify the creditor **in writing** within 10 days after you received his explanation that you still refuse to pay the disputed amount, the creditor may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the creditor must also report that you think you do not owe the money, and the creditor must let you know to whom such reports were made. Once the matter has been settled between you and the creditor, the creditor must notify those to whom the creditor reported you as delinquent of the subsequent resolution.

6. If the creditor does not follow these rules, the creditor is not allowed to collect the first \$50 of the disputed amount and finance charges even if the bill turns out to be correct.

7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on the item, if you first try in good faith to return them or give the merchant a chance to correct the problem.

I (WE) AGREE AND UNDERSTAND:

1. That each purchase I instruct to be charged to my account is to be recorded on a sales check or such other form as the seller may use from time to time, and if accepted by the seller, it is referable to this agreement.

2. A statement will be sent to me detailing the charges, payments and credits entered on my account during the month preceding the closing date of the statement. The total amount owing at that time will be indicated by the entry new balance.

3. (a) I may pay the balance in full within 30 days of the closing date of the statement and there will be no **FINANCE CHARGE**.

(b) If I do not pay the full amount within 30 days of the closing date of each statement, I will pay the amount due according to the payment schedule in effect from time to time. The minimum periodic payment will be \$10.00 or the total balance when less than \$10.00.

4. **FINANCE CHARGE** will be calculated each month on the amount of the unpaid balance (which exceeds 90 days) after deducting payments or credits and before adding new purchases. $1\frac{1}{2}\%$ per month (**ANNUAL PERCENTAGE RATE** 18%).

MINIMUM CHARGE \$.50 per month.

These charges do not exceed those permitted by law, but are subject to change if permitted by law.

I may pay the total balance at any time without penalty or additional **FINANCE CHARGE**.

5. If monthly payments become past due I agree to pay the total amount owing upon demand and to pay reasonable collection costs, attorney fees and court costs as permitted by law if such are incurred by the seller.

6. A copy of this agreement and disclosures relating to the Equal Credit Opportunity Act and the Fair Credit Billing has been retained by me.

7. I understand delivery of this disclosure statement does not indicate the account I (we) are applying for has been approved and that I (we) will be informed of this decision separately.

IMPORTANT NOTICE

As required by Paragraph B of 1788.21 and 1788.22 of Article 3 entitled Debtor Responsibilities of California's Fair Debt Collection Practices Act, Chapter 907 of the Civil Code which states:

"Each responsibility set forth in subdivision (a) of Paragraphs 1788.21 and 1788.22 shall apply only if and after the creditor clearly and conspicuously in writing discloses such responsibilities to such person."

1788.20. In connection with any request of application for consumer credit, no person shall:

(a) Request or apply for such credit at a time when such person knows there is no reasonable probability of such person's being able, or such person then lacks the intention to pay the obligation created thereby in accordance with the terms and conditions of the credit extension; or

1788.21 (a) In connection with any consumer credit existing or requested to be extended to a person, such person shall within a reasonable time notify the creditor or prospective creditor of any change in such person's name, address, or employment.

1788.22 (a) In connection with any consumer credit extended to a person under an account;

(1) No such person shall attempt to consummate any consumer credit transaction thereunder knowing that credit privileges under the account have been terminated or suspended.

(2) Each such person shall notify the creditor by telephone, telegraph, letter, or any other reasonable means that an unauthorized use of the account has occurred or may occur as the result of loss or theft of a credit card, or other instrument identifying the account, within a reasonable time after such person's discovery thereof, shall reasonably assist the creditor in determining the facts and circumstances relating to any unauthorized use of the account.