

DSRM National Bank Credit Card Account

rev 2018 07

**Interest Rates and Interest Charges**

<b>Annual percentage rates (APR) for purchases</b>	<b>23.00%</b>
<b>Penalty APR and When it Applies</b>	<p><b>28.99%</b> This APR will vary with the market based on the Prime Rate*.</p> <p>This APR may be applied to your Account if you make a late payment.</p> <p><b>How long will the Penalty APR apply?</b> If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.</p>
<b>How to Avoid Paying Interest</b>	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

**Fees**

<b>Annual Fee</b>	<b>None</b>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Late Payment</li> </ul>	Up to <b>\$35</b>
<ul style="list-style-type: none"> <li>Return Payment</li> </ul>	Up to <b>\$25</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.

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

\*The Prime Rate we use is the one published in the Money Rates table in The Wall Street Journal on the 15th day of each month. See your account agreement for more details. Currently, the Penalty APR is 28.99%, with a corresponding monthly periodic rate of 2.41%.

# DSRM National Bank

## Credit Card Agreement - Terms and Conditions

Customer Service Mailing Address:  
Credit Card Center, PO Box 631, Amarillo, TX 79105-0631  
Customer Service Telephone: 1-800-333-3560

**Definitions.** In this Credit Card Agreement – Terms and Conditions ("Agreement"), the words "we", "us", "our" and "DSRM National Bank" mean DSRM National Bank, a national credit card bank located in Albuquerque, New Mexico. "You" and "Your" mean the person who applies for, requests or accepts the Card or Cards issued on the Account. "Account" means your DSRM National Bank credit card account, which is owned by us and governed by this Agreement. "Card" or "Cards" means the Valero Regular Credit Card(s), or Valero VIP Credit Card(s), issued to you by DSRM National Bank in connection with your Account. Definitions of additional terms are contained in other paragraphs of this Agreement.

**Acceptance of the Terms of this Agreement.** You will be bound by the terms of this Agreement when you apply for and receive, or sign, or use, or permit another to use, your Cards or Account number. You must sign each Card issued to you before you use it. If you do not wish to be bound by the terms and conditions of this Agreement, do not use the Card or authorize another person to use it. Instead, cut all of the Cards in two and return them to us. You may designate one "Additional User" to your Account by contacting us at 1-800-333-3560 and providing us with such designation. Unless you tell us otherwise, an Additional User may assist in administration of your Account and credit information regarding your Account may be reported to credit reporting agencies in the name of the Additional User.

**Important Protections for Servicemembers and their Dependents.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate (APR) of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If, as a result of these protections, any Military Annual Percentage Rate (MAPR) adjustments are made to an Account, the adjustments will be reflected on the Monthly Statement. Covered borrowers may call toll-free 1-844-686-9681 to hear important disclosures required by law. If you are a "covered borrower" under this law, then the Binding Arbitration Provision of this Agreement does not apply to you.

**Use of Your Cards.** You may use your Cards to make charges for fuel, merchandise, services, and other permissible items ("Purchases") at Valero, Beacon, or Shamrock stores or other retailers that accept the DSRM National Bank credit card(s).

**Extension of Credit; Agreement to Pay.** When you use your Card, or permit someone else to do so, you thereby promise to pay all charges made with your Card, along with all related Interest Charges and other fees accruing under this Agreement, in conformity to the terms of this Agreement. We may at any time suspend or terminate your Account, or a Card issued on your Account, as to any future use of your Account or Card.

**Repayment; Minimum Payment Due Each Billing Cycle.** You promise to pay us the amounts of all credit you obtain (including all Purchases), all fees and charges we assess against your Account and all Interest Charges as provided in this Agreement. You agree to make your payments in the amounts and at the times provided in this Agreement. We will provide a "Monthly Statement" of your Account at approximately monthly intervals if there has been activity on your Account, or there is a balance (credit or debit) in your Account exceeding \$1, unless we deem your Account to be uncollectible, or we have instituted delinquency collection procedures, or furnishing the statement would violate federal law. You may pay any amount up to the entire unpaid balance (the "New Balance") of your Account at any time. You must pay each billing cycle at least the Minimum Payment amount shown on your Monthly Statement by the Payment Due Date shown on the Monthly Statement.

The Minimum Payment due each billing cycle is the greater of (1) the sum of: (a) all past due amounts, plus (b) 1/6th (one-sixth) of the New Balance of your Account at the end of the billing cycle, plus (c) the amount of any Account fees, fees for credit card protection services, insurance premiums, and membership programs, plus (d) installments for mail, telephone, or electronic merchandise/services orders as provided in the terms for such orders, plus (e) Interest Charges posted to your Account during the billing cycle, or (2) \$25 (or the entire New Balance if less than \$25). We will also include in your Minimum Payment any part of the New Balance in excess of your GasCap® Credit Limit.

Your Payment Due Date will be at least 21 days after the Closing Date shown on your Monthly Statement. The Minimum Payment due will never be more than the New Balance. If you want to request a change to your Payment Due Date, call us at 1-800-333-3560 or write to us at PO Box 631, Amarillo, TX 79105-0631. We may take up to 30 days to process such a request.

If you overpay, or if a credit balance is otherwise created in your Account, we will not pay interest on such amounts. Mail your payment made in U.S. dollars, accompanied by the payment remittance stub, using the envelope enclosed with your Monthly Statement or to the payment address provided, and following all other instructions on your Monthly Statement. The crediting of payments sent to any location other than the payment address or received in any other manner may be delayed. Except for address changes on the back of the Monthly Statement payment remittance stub, do not send correspondence of any type to the payment address. For inquiries about your Account, please call us toll-free at 1-800-333-3560 or write to us at PO Box 631, Amarillo, TX 79105-0631.

We will allocate your payments among the charges on your Account in accordance with the requirements of federal law. We may allocate the amount of your Minimum Payment in the manner we determine, without regard to any contrary instructions from you. In most instances, we will allocate your Minimum Payments to balances (including new transactions) with higher APRs before balances with lower APRs. This will result in balances with a higher rate of interest being paid before any other existing balances. Even though your payment may be credited to your Account in the billing cycle in which the payment is received, your available credit may not be increased by the amount of the payment until your payment has cleared.

If you pay more than the Minimum Payment, we will apply the excess payment amount to reduce your total outstanding balance, and you will continue to be obligated to make any Minimum Payment in succeeding billing cycles.

If you post-date a check for payment, we may process the check immediately upon receipt or return it unpaid, at our election, without in either case waiting until the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

If you send a payment to us for less than the full balance marked with the words "Paid in Full" or similar language, we may refuse to accept such payments or we may accept the payment without losing any of our rights. Any of these payments must be mailed to the address designated for these types of payments on your periodic statement.

If your check is processed by us non-electronically and is returned to us for insufficient funds or dishonored for any reason, we may re-present the returned check electronically.

We can refuse to accept payments not denominated in U.S. dollars or not drawn on a domestic office of a U.S. bank. We will charge a Returned Payment Fee, as described in "Account Fees and Charges" below.

**Authorization To Convert Your Check.** If you send us a check to make your payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your financial institution or to process the payment as a check transaction. "Electronic Fund Transfer" or "EFT" is the term used to refer to the process by which we electronically instruct your financial institution to transfer funds from your financial institution for the same amount as the check. When we use information from your check to make an EFT, funds may be withdrawn from your financial institution as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You authorize us to collect a fee of up to \$25 through an EFT from your financial institution if your payment is returned unpaid. We retain an image of your electronically processed check to the extent required by applicable law. If the EFT cannot be processed for technical reasons, you authorize us to process the copy of your check. If you have questions about this or other payment options, or do not want your payments collected electronically, please call our Customer Service Center at 1-800-333-3560.

**Your GasCap® Credit Limit.** We will establish a credit limit for your Account from time to time. Your GasCap® Credit Limit will be shown on the initial Card mailer and on each Monthly Statement of your Account. The total amount of credit outstanding on your Account at any time must not be more than your then current GasCap® Credit Limit. We may change your GasCap® Credit Limit from time to time. We will attempt to notify you if we do. If we accept a payment for an amount in excess of your outstanding balance, your available GasCap® Credit Limit will not be increased by the amount of such overpayment nor shall we be required to authorize transactions for an amount in excess of your assigned GasCap® Credit Limit. You may request an increase to your GasCap® Credit Limit by calling 1-800-333-3560 or writing to PO Box 631, Amarillo, TX 79105-0631.

**Exceeding Your GasCap® Credit Limit.** If you request credit in any form which, if granted, would cause your total outstanding balance (including, authorized transactions not yet posted to your Account) to exceed your GasCap® Credit Limit we establish for your Account, whether or not such balances before the request were more than the respective GasCap® Credit Limit, we may, at our election: (1) honor the request without permanently increasing your GasCap® Credit Limit; (2) honor the request and treat the amount which is more than your GasCap® Credit Limit as immediately due; or (3) refuse to honor the request. If we have previously honored requests for credit in excess of your GasCap® Credit Limit, that does not mean that we will honor further over-limit requests.

## **INTEREST CHARGES.**

**When Periodic Rate Interest Charges Begin to Accrue:** Periodic rate Interest Charges will accrue daily on Purchases from the date that the transaction was posted until the date each Purchase is completely repaid according to the payment allocation method then in effect. However, if the New Balance shown on the Monthly Statement for the previous billing cycle was a credit balance or zero or was paid in full by its Payment Due Date, then (1) we will not charge periodic rate Interest Charges

during the current billing cycle if you pay the New Balance, if any, shown on the Monthly Statement for the current billing cycle by its Payment Due Date, and (2) we will credit any payment that you make by the Payment Due Date for the current billing cycle as of the first day of the billing cycle.

**Periodic Rates of the Interest Charge:** The manner in which we determine the periodic rates that apply to your Account are described below. The periodic rates and corresponding Annual Percentage Rates currently in effect are set forth on the account-opening table, which is part of this Agreement.

(a) **Rate of Interest Charge on Purchases:** With respect to all Purchases:

(1) **Standard Pricing Rate.** The monthly periodic rate we use to compute the Interest Charge on all Purchases is a non-variable rate which is 1.92%. The corresponding Annual Percentage Rate is 23.00%. We use the Standard Pricing Rate unless the Penalty Pricing Rate applies.

(2) **Penalty Pricing Rate.** You will be assessed the Penalty Pricing Rate if your Account becomes 60 days or more delinquent. The Penalty Pricing Rate will be effective no earlier than 45 days after we provide notice to you that the Penalty Pricing Rate has been triggered. The Penalty Pricing Rate is a variable rate. The Annual Percentage Rate for the Penalty Pricing Rate is the Prime Rate plus 23.99%, but never greater than 29.99%. When the Penalty Pricing Rate is in effect, we compute the Interest Charge on Purchases by using a monthly periodic rate equal to 1/12th of (i) the Prime Rate plus 23.99% or (ii) if lower, 29.99%. See your account-opening table for the current Penalty Pricing Rate of Interest Charge and corresponding Annual Percentage Rate.

At the beginning of each billing cycle, we look at the payments made on your Account during the last six billing cycles. If you make your Minimum Payments by the Payment Due Date for six consecutive billing cycles, your account will return to the Standard Pricing Rate. The change will be effective with the first day of the next billing cycle of your Account.

(b) **Variable Rates of the Interest Charge:** The periodic rate and Annual Percentage Rate for the Penalty Pricing Rate are variable rates based on the Prime Rate published in the "Money Rates" table in The Wall Street Journal. The Penalty Pricing Rate of the Interest Charge under this Agreement will increase if the Prime Rate increases. The effect of an increase in the Prime Rate will be an increase in the amount of the Interest Charge and the Minimum Payment due under this Agreement (if the Penalty Rate is in effect). We will calculate the variable Penalty Pricing Rate every billing cycle, based on the Prime Rate published in the "Money Rates" table in The Wall Street Journal on the 15th day of each month. If two or more Prime Rates are published on that day, the highest of those rates will be used to calculate the Penalty Pricing Rate under this Agreement. If the 15th day of the month is a day on which The Wall Street Journal was not published, the previous business day on which The Wall Street Journal was published will be used. If The Wall Street Journal ceases publication, or no longer publishes the Prime Rate, or changes the manner by which its Prime Rate is determined, we may select another comparable index of short-term interest rates to be the "Prime Rate" under this Agreement. If the Penalty Pricing Rate applies to your Account, then the new Annual Percentage Rate, and the new corresponding periodic rate, will apply to your Account beginning on the first day of the billing cycle of your Account that has a closing date on or after the first day of the next calendar month after the date on which the new Annual Percentage Rate was calculated, and will continue to apply until a new Annual Percentage Rate and the corresponding monthly periodic rate is calculated and has become effective in the manner described in this paragraph. The new Annual Percentage Rate and the corresponding new monthly periodic rate may apply retroactively to the first day of the billing cycle, and transactions that occurred during the billing cycle both prior to and after the date the new Annual Percentage Rate was calculated may be subject to the new variable Annual Percentage Rate and the corresponding new monthly periodic rate for the entire billing cycle.

**Calculating the Average Daily Balance:** To get the "average daily balance" of your Account, we take the beginning balance of your Account each day, add any new Purchases, and subtract any Payments and Credits applied to that type of transaction under the payment allocation method then in effect. This gives us the daily balance. (Credit balances are treated as zero for purposes of calculating the daily balances.) Then, we add all of the daily balances for the billing cycle and divide the respective totals by the number of days in the billing cycle. This gives us the "average daily balance" for your Account. We do not include the following in your daily balance: (1) unpaid Interest Charges, or (2) mail, telephone, or electronic merchandise order installments (which are governed by the terms set forth with such mail, telephone, or electronic merchandise order). We add all other fees and insurance charges to your daily balance on the day on which such fees or charges post to your Account and, if earlier, we add the accrued portion of such other fees and insurance charges to your balance on the day that your Account is closed.

**Calculating the Interest Charge:** We figure the Interest Charge on Purchases charged to your Account by multiplying the "average daily balance" of your Account by the applicable monthly periodic rate. If the Interest Charge calculated in this manner is more than zero but less than \$2.00, a minimum monthly Interest Charge of \$2.00 will be charged to your Account. We may, at our election, waive the Interest Charge on small account balances.

**Account Fees and Charges: Late Payment Fee.** The following fees will be charged to your Account and added to the Purchase balance in the billing cycle in which the charges are incurred:

(a) if we do not receive payment in an amount at least equal to the Minimum Payment due shown on the Monthly Statement of your Account by the Payment Due Date shown on the Monthly Statement, and in accordance with our payment directions, and if the Minimum Payment due shown on the Monthly Statement is greater than \$25, a Late Payment Fee applies according to the following:

- i) if the Minimum Payment due is equal to or greater than \$25, a Late Payment Fee of \$25 will be charged to your Account (unless clause (ii) applies);
- ii) if the Minimum Payment due is equal to or greater than \$35 and you did not make your Minimum Payment due in any one of the previous 6 billing cycles, a Late Payment Fee of \$35 will be charged to your Account.

(b) if a check, draft, or other payment authorization, including any electronic payment, you provide us as a payment on your Account is returned for insufficient funds or for any other reason, a Returned Payment Fee may apply according to the following:

- i) if your most recent Minimum Payment due was equal to or greater than \$25, a Returned Payment Fee of \$25 may be charged to your Account.

(c) if you request information or maintenance on your Account, additional fees may apply. These fees include, but are not limited to, Statement Reprint Fees or Invoice Copy Fees (unless it is determined that a billing error occurred); Overnight Mailing Fees; or Additional Card Fees. The amount of these fees will be disclosed to you when you request the service. We may elect to waive these fees at our sole discretion, and we will not charge an Invoice Copy Fee in connection with a bona fide billing dispute.

Unless prohibited by applicable law, we may charge your Account, as a Purchase, the amount of any costs we incur in complying with state abandoned or unclaimed property laws with regard to your Account.

**Change of Terms.** We may add, delete, or change the terms of this Agreement ("Change") at any time, including an increase in the Annual Percentage Rates or fees. We will give you notice of a Change as required by law. To the extent permitted by law, a Change may apply to all amounts outstanding on your Account at the time the changes go into effect.

**Our Right to Require Immediate Payment.** We may require immediate payment of all amounts you owe us without notice or demand if:

- (1) you fail to pay any amount owed under this Agreement exactly when due; or
- (2) you exceed your credit limit; or
- (3) you fail to abide by any other term of this Agreement; or
- (4) you default on any other credit obligation you have with us; or
- (5) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code); or
- (6) you die or become legally incompetent.

**Collection Costs.** If you are in default, unless prohibited by applicable law, you also must pay us or reimburse us for all costs and disbursements, including reasonable attorney's fees, incurred by us in legal proceedings (including bankruptcy proceedings) to collect or enforce the debt.

**Authorized Use of Your Card by Others.** If you permit any person to have access to your Card or Account number with the authorization to make a charge, or if you request us to issue a Card on your Account to another person, you will be liable for all charges made by that person, including charges you may not have intended that person to make. You will be liable until you both (1) request that we cancel the Card that we issued to that person, and (2) return that Card to us.

**Lost or Stolen Cards.** If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at PO Box 631, Amarillo, TX 79105-0631, or call us at 1-800-333-3560. 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. You agree to give us your full cooperation in our efforts to recover stolen Cards and amounts due from unauthorized users and in prosecuting unauthorized users.

**Certain Limitations on Use of Your Card.** Your Account is a consumer credit account. You must not use your Card primarily for business or commercial purposes. You must not use your Card for any unlawful purpose or in any illegal transaction.

**Assignment.** You agree that we may at any time assign your Account, any sums due on your Account, this Agreement, or any of our rights or obligations under this Agreement to another person or entity without your consent or notice to you. The person or entity to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights under this Agreement.

**Change of Name or Mailing Address.** You must notify us immediately of any change of your name or mailing address from that shown on your latest Monthly Statement. The back of your Monthly Statement contains a form you may use for address changes or you may call us at 1-800-333-3560. Name change requests must be submitted in writing to PO Box 631, Amarillo, TX 79105-0631.

**Call Recording and Monitoring.** You consent to and authorize us, any of our affiliates, and our marketing associates to monitor and/or record (unless prohibited by law) any of your telephone conversations with our representatives or the representatives of any of such companies.

**Credit Information.** You agree that we may make credit inquiries about you, and may furnish information relating to this Account in response to credit inquiries from others and to credit reporting agencies. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report and the credit report of your Additional User. If you believe that any information we may furnish to a consumer reporting agency about you or your Account is inaccurate, please write us at PO Box 631, Amarillo, TX 79105-0631.

**Information Gathering and Sharing.** Where you have provided an email address, cell phone number, or placed a cell call to us, you consent and agree to accept collection and/ or marketing e-mails, calls or text messages from us (except to the extent you have opted out, as described in our Privacy Statement). For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages. Please refer to the DSRM National Bank "Privacy Statement" for our policies on collecting, using, securing, and sharing nonpublic personal information. Additional copies of our "Privacy Statement" are available by calling us toll-free at 1-800-333-3560.

**Severability; No Waivers.** If any part of this Agreement is found to be invalid, the rest remains effective, except as specifically set forth in the Binding Arbitration Provision, below. Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies.

**Governing Law.** This Agreement and your Account are governed by federal law and, to the extent that state law applies, by the laws of the State of New Mexico, without regard to its conflict of laws/principles.

**Additional Information.** For additional consumer information visit [www.helpwithmybank.gov](http://www.helpwithmybank.gov) or [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**BINDING ARBITRATION PROVISION—YOU SHOULD READ THIS SECTION CAREFULLY.** Any claim, dispute, or controversy (whether based on contract, tort, statute, or otherwise, and whether seeking monetary or any form of non-monetary relief) arising from or relating to your Account, any prior account, or the relationship between you and us (collectively, "Claims"), upon the election of you or us, will be resolved by binding arbitration pursuant to this Arbitration Provision and the rules and procedures ("JAMS Rules") of JAMS ("JAMS") in effect when the Claim is filed.

For purposes of this Arbitration Provision, the terms "we", "us" and "our" mean (1) DSRM National Bank, any servicer or subsequent holder of your Account or the amounts due under your Account, and all of their respective parents, subsidiaries, affiliates, predecessors, successors, assigns, agents, employees, officers, and directors, and (2) any store or establishment that honors your Card. The term "Claims" is to be given its broadest possible meaning, and includes pre-existing, present, and future Claims, and Claims regarding the enforceability or scope of this Arbitration Provision. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party.

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE IN COURT THE CLAIM BEING ARBITRATED, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES. IN ADDITION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION RELATING TO ANY CLAIM SUBJECT TO ARBITRATION. YOU WILL NOT BE PERMITTED TO JOIN OR CONSOLIDATE YOUR CLAIMS WITH THOSE OF ANY OTHER PERSON (EXCEPT A JOINT APPLICANT OR CARDHOLDER OF THE SAME ACCOUNT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL FOR ALL CLAIMS BEING ARBITRATED.

You can obtain the JAMS Rules and forms by calling JAMS at (949) 224-1810, by visiting JAMS's website at [www.jamsadr.com](http://www.jamsadr.com) or by writing to JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614. Any arbitration hearing, if one is held, will be held in the federal judicial district where you live. At your written request, we will pay up to \$1,000 toward the filing, administrative and/or hearing fees for any Claim you may file against us. We will also consider your written request to pay any other fees for arbitration, and you may be able to seek a fee reduction or waiver from JAMS. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. If the arbitrator issues an award in your favor, we will reimburse you for any of the fees you have previously paid to the administrator. Each party will bear the expense of its respective attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law gives you the right to recover any of those fees from us. The arbitrator will not have the power to conduct any proceeding as a class action, representative action, private attorney general action, or similar action. The arbitrator will have the power to decide only your and our Claims against each other, and will not have the power to join other parties or consolidate other Claims with the Claims between you and us; provided, however, that joint applicants or cardholders of the same Account may be joined in a single proceeding.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., as amended, notwithstanding any choice-of-law provision in the Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. At the request of either party prior to entry of an award, the arbitrator will provide a written explanation of the basis for the award. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of court review provided by the FAA or state law, if applicable.

This Arbitration Provision will survive payment or transfer of the Account or the termination of this Agreement or the relationship between you and us, or the bankruptcy of either you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Provision. However, if the provision precluding the arbitrator from having the power to conduct any proceeding as a class action, representative action, private attorney general action, or similar action is deemed invalid or unenforceable, then this entire Arbitration Provision shall be deemed unenforceable. If a conflict or inconsistency arises between the JAMS Rules and this Arbitration Provision, this Arbitration Provision will control.

### **YOUR BILLING RIGHTS. KEEP THIS NOTICE 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 PO Box 631, Amarillo, TX 79105-0631. 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.
- (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 PO Box 631, Amarillo, TX 79105-0631.

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.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect DSRM National Bank interests unless prior to the time credit is granted, DSRM National Bank is furnished with a copy of the agreement, statement or court order, or DSRM National Bank has actual notice of the provision. Married Wisconsin residents must furnish the name and address of their spouse to DSRM National Bank at PO Box 631, Amarillo, TX 79105-0631.

Notice to New Jersey residents: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. All of these provisions, however, are valid, enforceable, and applicable in New Jersey.

**Read and Retain This Important Information**

VTC 1/6 01-11 v4