

Supplement to the Wells Fargo Retail Services General Dealer Agreement

Instructions and Procedures

Effective April 1, 2024 – Updated with Version 12.0

*Certain Programs may have customized portions of these Instructions and Procedures.

Please contact Client Processing for more information.

Overview

These Instructions and Procedures:

- i. are effective as of the date specified above;
- ii. are incorporated into and made part of the Wells Fargo Retail Services General Dealer Agreement or other titled agreement (hereinafter “Agreement”) by and between the Dealer (hereinafter “you,” “your,” or “Merchant”) and Wells Fargo Bank, N.A. (hereinafter “we,” “us,” “our,” or “Wells Fargo”); and
- iii. All capitalized terms used and not otherwise defined in [Section 1](#) below or elsewhere in this Instructions and Procedures document shall have the meanings set forth in the Agreement.

These Instructions and Procedures are not an exhaustive list of your obligations under our Agreement but are designed to assist you in complying with our requirements, processes and procedures in connection with the Program. This document was designed for your complete review initially and contains features which allow you to search specific topics as you have questions about the Program. As such, certain key concepts are repeated in multiple sections of the document when the concept applies to more than one topic.



These Instructions and Procedures may be updated from time to time, and you are required to check the Online Resource Center located on our website at wellsfargo.com/retailservices on a monthly basis and as otherwise directed for any changes or updates. The current version of the Instructions and Procedures in effect is posted on the above referenced website. Your Agreement will be governed by the Instructions and Procedures posted at wellsfargo.com/retailservices as of the effective date of the posting.

Contact us

Unless otherwise noted in a particular section, if you have questions about the information contained in this Instructions and Procedures document, contact our Client Processing Department.

Client Processing Department

1-800-551-5111

Monday – Saturday, 8:00 a.m. – 10:00 p.m. Central Time

Sunday, 10:00 a.m. – 10:00 p.m. Central Time

Transparency Principles

Wells Fargo promotes full transparency and clear disclosure of all financing terms as described in the Credit Terms and Special Terms sections of these Instructions and Procedures. It is imperative that you understand the key features of the Credit Card Program (“Program”) and communicate them effectively to all consumers, applicants, and Cardholders.

- The Program offers consumers the ability to finance purchases from you via the use of a Card and should be described as a Credit Card Program. Approved Cardholders will receive a Card in the mail within 7-10 calendar days of the credit decision.
- The Card accesses a revolving line of credit that can be used for future purchases for personal, family, or household use up to the available credit limit.
- The Program is not an in-house payment or billing plan from you. The Card is issued and serviced by Wells Fargo Bank, N.A.
- You will ensure that your employees who discuss the Program with consumers receive initial and ongoing training on the requirements of the Program. Please see [Section 3](#) of this document regarding additional training requirements.
- You will ensure that you have a background check policy in place consistent with employment laws in your jurisdiction for your employees who handle our finance application containing consumer’s confidential information.
- The Credit Card Agreement must be furnished with the Consumer Application to the consumer(s) at the time the consumer expresses an interest in applying for an Account. You should recommend that he/she read the Credit Card Agreement thoroughly.
- When a consumer applies for a Credit Card Account, a hard inquiry will be made with the credit reporting agencies in connection with the application.
- Before submitting the Consumer Application for processing, the applicant(s) must agree to apply for an Account under the Program and sign an acknowledgment evidencing receipt of the Credit Card Agreement in accordance with your processing method.
- The Card carries an Annual Percentage Rate (APR) based upon when it was opened and is not an interest-free credit card. However, special (promotional) terms may be offered. The No Interest if Paid in Full promotion (deferred interest) accrues interest at the regular APR for purchases on the Cardholder’s purchase balance during the promotional period. In order to avoid interest charges, the

Cardholder must pay off the purchase balance before the end of the promotional period. If the Cardholder does not pay off the entire purchase balance by the end of the promotional period they will incur all of the deferred interest dating back to the time of purchase.

- If the Cardholder only makes the minimum monthly payment each month, **he/she** will not pay off their purchase balance during the promotional period. He/she will either need to pay more than the minimum monthly payment each month or make a lump sum payment(s) before the end of the promotional period. **It is very important that your employees understand and explain this and all credit terms described on your Price Sheet to Cardholders.**
- Cardholders should only be charged after their transaction is completed. A transaction is completed after you have performed all of your obligations to the Cardholder, including delivery of the goods and/or performance of any service.
- You agree to have an expedited business process in place to promptly investigate and provide a full and complete response to Cardholder complaints and billing disputes received either directly from Cardholders or from us about your business. If a Cardholder or consumer complains to you about Wells Fargo or the financing program, you will provide the customer with the Wells Fargo Retail Services Customer Service telephone number (1-800-459-8451) so the customer may contact Wells Fargo directly to express their Complaint and receive a response.
- You agree to establish and maintain a fair and uniform policy for exchange, cancellation, and/or return of Products sold under a Card sale and to give credit upon each such return by issuance of a Credit Memo (never in cash).
- Unless otherwise directed by us, **any paper** Consumer Applications must be sent into Wells Fargo for retention. If you are allowed to retain Consumer Applications, you must retain for seven (7) years* from the date of creation and store securely to prevent unauthorized access to confidential Cardholder information. (In the event the promotional purchase is longer than seven (7) years,* maintain the Consumer Card Account Application and invoice for the duration of the promotional purchase.) You must also keep them in an orderly manner for quick retrieval when we request documents from you.
- Wells Fargo reserves the right to monitor your adherence to your Agreement and our Instructions and Procedures. Merchants and Providers who violate these documents may be subject to chargebacks as well as to Agreement termination.

- In the event you discover non-compliance with our Instructions and Procedures or the Agreement in your processes, you must notify us of such non-compliance by calling our Client Processing Department at **1-800-551-5111** within 5 business days of the discovery.
- Additionally, any non-compliance reported by you or uncovered by Wells Fargo must be remedied by you immediately in a manner as determined by us, or other such time period as communicated by us to you.

*If the Cardholder promotional term purchase lasts longer than 7 years (84 months), retain the Program Materials for the duration of the promotional term. For example, if the Cardholder's promotional term is 8 years (96 months), then retain the Program Materials for 8 years (96 months).

Credit Terms

It is critical that you understand the credit terms offered in connection with the Program and clearly explain the requirements and differences to the consumer. Consumers will receive regular terms unless special terms are offered. This means that the APR for purchases (also referred to as the regular rate) will be used to calculate interest on the purchase balance, and Regular Payment Terms will be required. The payment for balances with Regular Payment Terms will be the greater of: (1) \$40.00; (2) 3.50% of the highest combined balance; or (3) the sum of interest charges for balance(s) on Regular Payment Terms, fees assessed during the current Billing Cycle, and 1% of the combined balance. All credit terms (including special terms) require monthly payments. Consumers may pay their outstanding Account balance in full at any time without a pre-payment penalty.

Special Terms

Below are descriptions of the types of special terms promotions **that may be available**. Please refer to your Price Sheet and currently effective pricing communications for a list of the special terms available under your Program.

Special Interest Terms

Wells Fargo offers the following types of special interest terms. If one of these special interest terms applies to a purchase, the Invoice must contain the proper special interest terms disclosure (see [Exhibit A](#) below).

- **No Interest if Paid in Full.** This special terms plan is also referred to within the industry as “Deferred Interest” plans. It is imperative that every sales associate offering financing understands how it works, explains it to customers, and confirms their customer’s understanding. Key attributes of this plan include the following:
 - The Annual Percentage Rate (“APR”) for purchases is used to calculate interest on the purchase balance

from the date of the original transaction and throughout the special terms (promotional) period. This amount is called the deferred interest charge.

- To avoid paying any interest, a Cardholder must pay off the entire purchase balance in full on or before the special terms end date.
- If the Cardholder does not pay off the purchase balance by the end of the special terms period, the deferred interest **from the date of the original transaction** will be added to the remaining balance, and the regular APR for purchases will continue to apply until the purchase balance is paid in full.
- Paying only the regular payment amount each month will **not** pay off the No Interest if Paid in Full purchase balance during the special terms period.
- Payments must be made each month. If the Cardholder pays more than the minimum payment due but less than the outstanding balance, the Cardholder must still pay a minimum payment the next month.
- The special terms end date may be different than the Cardholder’s payment due date.
- **Special Rate.** This special terms plan is also referred to as “Reduced Rate” plans. Key attributes of this plan include the following:
 - The APR shown on the Invoice will be used to calculate interest on the purchase balance from the date of the original transaction and will apply until the purchase balance is paid in full. Special Rate plans begin as low as 0.00% APR.

Special Payment Terms

Wells Fargo also offers the following types of payment terms. The Invoice must indicate which payment term applies to the purchase (see [Exhibit A](#) below).

- **Payment in Full/Equal Payments.** The payment will be the amount required to pay the initial purchase balance shown on the Cardholder’s monthly billing statement in full during the special terms period.
- **Custom Payments.** The payment is a set dollar amount or percent (e.g., 2.00%, 3.00%, etc.) of the highest balance for the particular credit promotion. The payment will not change unless the balance increases above the previous high balance.

If you have questions regarding the special terms available under your Program, please contact Wells Fargo Client Processing.

The Client Processing Department is available Monday through Saturday, 8:00 a.m. to 10:00 p.m. and Sunday, 10:00 a.m. to 10:00 p.m. Central Time at 1-800-551-5111.

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Section 1: Definitions

Notwithstanding any provision in the Agreement to the contrary, the following definitions shall have their corresponding meanings when used within this Instructions and Procedures document.

- i. **“Account”** is defined as a Cardholder’s credit card Account owned by us and utilized by the Cardholder for making purchases from you under the Program.
- ii. **“Account Number”** is defined as a unique identification number assigned by us to an Account issued to a Cardholder.
- iii. **“Annual Percentage Rate (APR)”** is defined as a measure of the cost of credit, expressed as a yearly rate.
- iv. **“Authorization”** is defined as a reserve placed on a Cardholder’s credit limit by a Merchant.
- v. **“Card”** is defined as a card with an Account Number issued to a Cardholder for use in connection with the Program.
- vi. **“Cardholder”** is defined as a consumer customer that has applied for and has been approved for an Account.
- vii. **“Cardholder Account Information”** is defined as any personal information about any applicant or co-applicant or any Cardholder received in connection with an Account or potential Account including that information found in, on or with a Consumer Application for or through Card use, or is obtained from us, including but not limited to, the applicant and co-applicant’s name, address, Social Security Number, date of birth, income information, Account Number, Account limits and Account balances and Account activity.
- viii. **“Credit Card Agreement”** is defined as a written agreement between us and the Cardholder containing terms and conditions that govern the Account. Any changes to the Credit Card Agreement shall be solely made by Wells Fargo.
- ix. **“Consumer Application”** (may also be referred to as “Consumer Credit Card Account Application” or “credit card application”) is defined as an application for an Account under the Program, in either written or electronic format, which may include but not be limited to any documents relating to a Consumer Application that upon completion of and presentment to us represents such consumer’s desire to open an Account and their consent to undergo financial review. Such Consumer Application shall include all documents containing the terms, conditions and disclosures governing such applications as provided for by Law, and shall be owned and governed by us.
- x. **“Complaint/s”** means a complaint about Wells Fargo and it occurs when a customer provides a written or verbal (e.g. email, phone call, in person) expression of dissatisfaction about Wells Fargo, our products, or services. The complaint could be dissatisfaction or a comment about sales or processing or even potential wrong doing or mismanagement by Wells Fargo.
- xi. **“Credit Memo (also known as Credit/Return Receipt)”** is defined as evidence of a credit given for the cancellation and/or return of Products regarding a previously presented Invoice, in paper or electronic form, or any other such adjustment or credit by you to an Account.
- xii. **“Initial Disclosures”** are defined as a disclosure or set of disclosures that you shall provide to each Cardholder at the time of Account opening in a manner and method determined by us in accordance with these Instructions and Procedures. Such Initial Disclosures shall include, without limitation, the Truth in Lending disclosures and any other disclosures as determined by us in accordance with applicable Law.
- xiii. **“Invoice”** is defined as evidence of a Card sale in paper or electronic form for Products purchased from you and includes any and all other documents associated with the Invoice or transaction (e.g. work order, delivery documentation).
- xiv. **“Law” or “Laws”** is/are defined as all United States federal, state and local laws, regulations, rules, and ordinances, including but not limited to, the Fair Credit Reporting Act, the Truth in Lending Act, all applicable fair lending laws and regulations, the Federal Equal Credit Opportunity Act, as amended, and Section 5 of the Federal Trade Commission Act (FTC Act) – Unfair, Deceptive and Abusive Acts and Practices Regulation – and all state law counterparts of such, and all applicable regulations promulgated under these laws.
- xv. **“Merchant Portal”** is defined as our proprietary merchant portal where merchants can electronically transmit Consumer Applications, Invoices, and Credit Memos for processing. In addition, the merchant portal contains resources such as training aids, marketing guidelines, important communications, Instructions and Procedures, and other materials. The Merchant Portal may also be referred to as the Online Resource Center. We will own, manage, and maintain the portal and retain the right, title, and interest in and to the portal.
- xvi. **“Price Sheet”** is a document setting forth the credit

term plans available under the Program and the discount rates on special interest terms and the administrative fees charged by us in connection with the Program.

- xvii. “Products”** are defined as any good, service, or merchandise that you offer, sell or provide that has not otherwise been prohibited under the Agreement or that requires our prior approval as may be noted in the Agreement.
- xviii. “Program”** is defined as the Card program that is contemplated by the Agreement for the purpose of arranging financing of your consumer customers’ purchases.
- xix. “Program Materials”** (also referred to as “Program Documentation”) are defined as any documents used in connection with the Program including documents that contain Cardholder Account Information which may include, but not be limited to, Consumer Applications, Invoices, and Credit Memos.
- xx. “Unauthorized Fees”** are defined as fees charged by you such as an application fee, processing fee, or similar fee in connection with the taking or processing of a Consumer Application; any fees added to a transaction such as financing or discount fees, transaction fees, program fees or any surcharge added when the consumer has chosen to apply for or use a Card to finance the purchase; and restocking fees. Unauthorized Fees are strictly prohibited.
- xxi. “Wells Fargo’s Confidential Information”** defined as (i) Cardholder Account Information as defined above, and (ii) Wells Fargo’s confidential information it provides to you, including without limitation, information about its systems, business practices, and any other information regarding it or its practices.

Section 2: Fair and Responsible Lending Principles

Wells Fargo is committed to making financial services available to consumers on a fair and consistent basis. As a participant in this Program, we expect you to share this commitment both in words and actions. Wells Fargo’s vision is to satisfy our customer’s financial needs and help them succeed financially. Consistent with this vision, Wells Fargo is firmly committed to being a responsible provider of consumer credit in all of our markets.

Wells Fargo extends credit according to the following affirmative responsible lending practices:

- We provide our customers with the information they need to make fully informed decisions about our credit products and services.
- We price our credit products and services based on appropriate factors, including the risk and cost of extending credit, competition and marketplace strategy and conditions, and safety and soundness considerations.
- We only approve Consumer Applications where we believe the borrower has the ability to repay the credit according to its terms, using a method of assessment appropriate to the type of credit transaction.
- We provide timely responses to consumer questions and Complaints, and take prompt corrective action if we have made an error.

Commitment to fair and responsible lending is good business and a basic responsibility of Wells Fargo, its Merchants participating in the Program, as well as all employees of both businesses. As a participant in the Program, you are required to adhere to these same principles in the manner in which you conduct your business.

- ✓ **Do** offer credit to all consumers fairly and consistently.
- ✓ **Do** advertise Products and services in a non-discriminatory manner that is designed to inform and attract a diverse customer base.
- ✓ **Do** ensure consumers have all disclosures and information to make an informed decision about the Products being purchased and with regard to utilizing the Program to finance the purchase.
- ✓ **Do** promptly respond to consumer questions and complaints related to your business and resolve all consumer issues in a fair and consistent manner, and give the customer Wells Fargo’s Customer Service phone number as to any Complaints about Wells Fargo or our financing program so that we may resolve any issues relating to our financing.

Section 2.1: Use of Program and Compliance

Wells Fargo is committed to meeting or exceeding all regulatory requirements that are applicable to our Program. You play an integral role in helping us ensure our compliance with all regulatory requirements due to your interactions with the consumer. In connection with your role, you acknowledge and agree that:

1. You are responsible for complying with the provisions of all Laws as described in Wells Fargo Retail Services (WFRS) Instructions and Procedures documents or as otherwise may be set forth in the Agreement;
2. You are responsible for complying with the requirements of the Agreement and WFRS Instructions and Procedures documents for the Program that we communicate to you and update from time to time; and
3. You will have appropriate internal controls and testing in place to ensure you are complying with the requirements of the Agreement and WFRS Instructions and Procedures documents. We may request results of internal control testing from time to time as part of our risk management oversight of the Program.

Section 3: Training

We will make resources available to assist you with training your employees regarding the Program and compliance requirements associated with the Program.

You will designate one or more employees at the appropriate levels and departments within your business to be our primary point of contact for training purposes (“Training Contact(s)”). Your Training Contact(s) will, from time to time, help us with training related efforts in connection with the Program, including but not limited to, helping us coordinate the dissemination of training materials, exchanging information with us regarding your training process or materials, and we may also request that such Training Contact(s) attend required training offered by us in connection with the Program.

Your Training Contact(s) is required to attend on-boarding training facilitated or managed by our training team prior to using the Program.

You will maintain a training process to educate your employees on an ongoing basis regarding the provisions set forth in the Agreement, and/or these Instructions and Procedures, and acknowledge such training programs upon our request. In addition, Wells Fargo will conduct an annual review of any training materials and/or processes you may maintain related to the Program and your Training

Contact(s) will assist us in the coordination and facilitation of such annual review. In the event you have not created your own independent training materials for the Program, we will provide you with standard pre-approved materials or work with you to create customized training materials to be used in connection with the Program.

You will promptly notify us in the event your Training Contact(s) leaves your place of employment or switches roles within your business. You will identify a replacement Training Contact for this role.

We may request a report on any and all trainings held in connection with the Program. You will provide us with such report within five (5) business days of our request. Such report may include information such as the total number of employees trained, the total number of employees involved with the Program, their company titles, training date, the frequency of training, and methods by which they were trained.

- ✓ **Do** designate and maintain experienced employee(s) as your Training Contact(s) to serve as our primary point of contact for training purposes regarding the Program.
- ✓ **Do** ensure all employees, who assist with the promotion of the Program, present Consumer Applications, complete Invoices or submit transactions to us in connection with the Program, are properly trained on the requirements of the Program.
- ✓ **Do** conduct regular training of your employees regarding the requirements of the Program to ensure all employees, including new employees, receive consistent training and the most up-to-date information regarding the Program.

Section 4: Advertising Credit

Specific credit advertising requirements are found in the Truth in Lending Act (TILA) and its implementing federal Regulation Z. Federal and State Unfair, Deceptive or Abusive Acts or Practices Laws require advertisements to fairly and accurately state the terms of the offer and not be false or misleading. These requirements apply to all persons and businesses that advertise consumer credit transactions. To help us comply with applicable Law, you are required to follow the Advertising Guidelines when creating advertisements which mention the Program (print ads, online, in-store signage, email or direct mail, broadcast, et al). The Advertising Guidelines are located on the Merchant Portal. All advertising which references our Program must comply with all applicable Laws and our Advertising Guidelines. For emails that are sent by you to advertise or promote your products or services and the

Wells Fargo financing program, you shall be deemed to be the sole and designated sender of that message for compliance with the CAN-SPAM Rule (16 CFR Part 316) and our Advertising Guidelines. From time to time we may request that you submit proposed advertising for our review prior to its publication.

- ✓ **Do** regularly check the Advertising Guidelines located on the Merchant Portal or as otherwise provided to you from time to time for updates to our advertising requirements.
- ✓ **Do** regularly check your existing advertising against the Advertising Guidelines and make any necessary updates. Note that different promotions (e.g., No Interest if Paid in Full vs. 0% APR) and different mediums (e.g., a print ad vs. your website) have different requirements. For example, APRs and other credit card terms may change from time to time.
- ✓ **Do** explore and utilize the Downloadable Web Banners available on the Merchant Portal.

Section 5: Offering Credit

- You will fairly and consistently offer all consumers the opportunity to apply for credit under the Program.
- You will ensure that your employees respond accurately and consistently to questions from consumers about the availability of financing and/or the ability to complete a Consumer Application under the Program.
- Do not discourage any consumer from applying for credit in any way or for any reason.
- Do not attempt to determine a consumer's credit worthiness before providing the consumer the opportunity to apply for credit under the Program.

You will not discriminate against any consumer for any reason including, but not limited to, any basis prohibited by Law. Under the Law, prohibited basis includes race, color, religion, national origin, sex, sexual orientation, gender identity, familial status, marital status, disability/handicap, age (provided the consumer has the capacity to contract), because all or part of the consumer's income derives from any public assistance program, or because the consumer has in good faith exercised any right under the Consumer Credit Protection Act.

You will offer equal access to all current consumer financing promotions available to all consumer customers when purchasing like or similar Products of similar cost to the Cardholder.

- ✓ **Do** encourage all consumers to apply for an Account under the Program.
- ✓ **Do** submit all Consumer Applications to us for processing and a credit decision.

- ✗ **Don't** discourage any consumer from applying for an Account under the Program (e.g., through oral statements, delays, body language, etc.).
- ✗ **Don't** charge any sort of application fee, processing fee, or similar fee in connection with the taking or processing of a Consumer Application.
- ✗ **Don't** require optional protection plans or service plans as a condition of obtaining financing.

Section 6: New Cardholder Accounts (taking a Consumer Credit Card Account Application)

We will provide training materials which describe how to use the processing method applicable to your use of the Program. In addition to those training materials, follow these requirements when taking a Consumer Application:

- Use only Consumer Applications, Credit Card Agreements, and related materials provided by us.
- Consumers must be provided a current version of the Credit Card Agreement (which includes the Initial Disclosures) at the time they apply. Do not make or use photocopies of paper applications.
- If you are approved to submit applications through a Call Center, applications for consumers under the age of 21 *must be in writing* (electronic applications with the appropriate E-sign consent constitute "*in writing*").
- Consumers may choose to apply individually or jointly. If they choose to apply jointly, both applicants must be available in person to apply for an Account and to acknowledge receipt of the Credit Card Account Agreement in accordance with your processing method.
- The applicants must provide all information requested on the Consumer Application.
- The USA Patriot Act requires that we obtain each applicant's full legal name, date of birth, taxpayer identification number (which for a consumer is his or her Social Security Number) and physical address. A post office box is not a sufficient physical address; however, it may be provided on the second line of the address field. Military addresses (APO/FPO) are acceptable.
- The applicant must have an address located within the United States, U.S. Territories, U.S. Commonwealths, or a U.S. Military Address to open an account. If the applicant moves to a mailing address that is not within the United States, District of Columbia, U.S. Territories,

U.S. Commonwealths, or is not a U.S. Military Address, Wells Fargo reserves the right to close their account.

- Each applicant is required to sign (either electronically or in physical form depending upon the process) acknowledging that they have read, agreed to, and are in receipt of, the terms of the Credit Card Agreement (which includes the Initial Disclosures and Arbitration Agreement) and the Privacy Notice. This acknowledgment could be located on the Consumer Application, or other document depending upon your processing method.
- Applications may not be submitted for principals, officers, directors, managers, or owners of your business.
- Married Wisconsin residents applying individually or jointly with someone other than their spouse are required to provide us with the name and address of their spouse. Applicants are also required to follow the prompts on your processing method if this applies to them. We are required by Law to inform the Wisconsin Applicant's spouse that they have opened an Account with us.
- Annual Income is a required field. Please note that an applicant need not list income from alimony, child support, or separate maintenance payments unless he or she wishes to have it considered as a basis for repaying the obligation. An applicant may include income that he or she earns, or owns, including funds regularly deposited into accounts he or she owns.
- If the applicant is age 21 or older, he or she may also include accessible income which is not earned or owned by him or her but is regularly accessed or used to pay his or her expenses.
- Each signature (whether physical or electronic) must be legally enforceable, which means that the consumer(s) is of sound mind and not under duress or undue influence at the time of signing (See [Section 31](#) for additional information regarding use of a Power of Attorney).
- Provide the applicant(s) with a copy of the Credit Card Agreement (which includes the Initial Disclosures and Arbitration Agreement) and Privacy Notice in a form that they can keep prior to processing the Consumer Application (Note: you only need to provide one Credit Card Agreement to joint applicants).
- If applicable, the Consumer Internet Application (e.g., At Home Internet Application) is intended to be completed by a consumer when choosing to apply for a Credit Card Account using the consumer's equipment.

The Consumer Internet Application is not intended to be completed on a Merchant's computer, laptop, tablet, or other mobile device, because the Consumer must be able to print or save a copy of the Credit Card Agreement for their records.

- For your own protection against fraud, verify each applicant's identity by asking for a state or federal form of unexpired photo ID such as a driver's license, passport, military ID, tribal identification card, or similar document, or other acceptable identification method such as the use of a third party identity authentication solution if available, that allows you to form a reasonable belief that you know the identity of the applicant(s).
- Forward all completed Consumer Applications to us for retention within 15 days of the credit decision pursuant to [Section 15](#) "Mailing in Completed Consumer Applications and Important Terms of your Credit Card Account Forms to Wells Fargo for Retention."
 - ✓ **Do** ensure that the consumer understands he or she is applying for a Card issued by Wells Fargo.
 - ✓ **Do** only allow employees with a business need to know access to Cardholder Account Information (including during the processing of Consumer Applications).
 - ✓ **Do** verify that the applicant's and co-applicant's (if applicable) signature matches their ID.
 - ✓ **Do** ensure that the applicant(s) receive a copy of the Credit Card Agreement, Initial Disclosures, and Privacy Notice in a form that they can keep prior to processing the Consumer Application.
 - ✗ **Don't** take a Consumer Application over the telephone for a consumer, unless otherwise permitted in your Agreement or expressly approved by us and you receive separate detailed Instructions and Procedures outlining this process, see [Section 36](#).
 - ✗ **Don't** submit an application for consideration that has been denied by another lender or has gone through a prequalification process with another lender.
 - ✗ **Don't** use another lender's application and disclosures when submitting a Consumer Application to us.
 - ✗ **Don't** use our Consumer Application, Initial Disclosures, or Cardholder Account Information with any other lender's credit program.
 - ✗ **Don't** increase the purchase price of any Product or add any application or other fee for financing.

Section 7: Processing Consumer Credit Card Account Applications for New Cardholder Accounts

You will submit the Consumer Application information for a credit decision using a processing method reviewed and approved by Wells Fargo. We will provide training materials which describe how to use the processing method applicable to your use of the Program.

Wells Fargo reserves the right to make changes to how Consumer Application information is submitted and processed at any time.

By submitting a Consumer Application for processing you confirm the applicant has:

- agreed to apply for an Account under the Program and
- received and agreed to the current version of the Credit Card Agreement, Initial Disclosures, and other documentation provided to you by us for use with the Program.

Any and all information provided by the applicant(s) must be accurately entered into the processing system as written and/ or provided by the applicant during the application process.

- ✓ **Do** ensure you are using the most recent version of the Consumer Application and Credit Card Agreement.
- ✓ **Do** encourage applicants to submit only accurate information.
- ✓ **Do** accurately submit all information provided by the applicant(s) in connection with the Consumer Application, including Annual Income amount(s).
- ✓ **Do** accurately respond to any system prompts you may receive when submitting a Consumer Application.
- ✓ **Do** verify the identity of all applicants before submitting the Consumer Application for processing. You are responsible for all transactions that we deem in our sole discretion to be fraudulent. See [Section 30](#) for more information.
- ✗ **Don't** use the Program to process Consumer Applications which were not obtained or performed directly by your business or legal entity (e.g., you cannot broker or submit Consumer Applications on behalf of another business).
- ✗ **Don't** discourage any consumer from applying for an Account under the Program.

Section 7.1: Remote Application Processing

You can elect to use remote credit card application processing. Processing a remote credit card application allows the consumer to apply on their own device with or without being in your presence. In the Merchant Portal, you will simply select the “email” option as the application delivery preference.

Wells Fargo has the right at any time to suspend or terminate your ability to utilize remote credit card applications. You must not change any processes or disclosures we provide to you.

If your customer is unable or unwilling to provide an email address, follow your backup application process which includes providing the customer a paper copy of the required disclosures.

See the [Appendix](#) full Instructions and Procedures for Remote Applications and Remote Transactions.

Section 7.2: Processing Paperless Consumer Credit Card Account Applications on a Merchant Device

You can elect to use a merchant owned device to process paperless credit card applications from any location. This method is compatible with all electronic devices including tablets and smartphones. You will log into the Merchant Portal and Select the option that allows you to “Apply on this device”. Follow the prompts on the screens for when to hand the device to the customer. The application fields must be completed by the customer.

Wells Fargo has the right at any time to suspend or terminate your ability to process paperless customer credit card account applications on your merchant device. You must not change any processes or disclosures we provide to you.

All applicants must be **in-person** and provide a valid photo ID.

If your customer is unable or unwilling to provide an email address, follow your backup application process which includes providing the customer a paper copy of the required disclosures.

Refer to the Wells Fargo Credit Connect Reference Guide in the Appendix for full Instructions and Procedures on this process.

Section 8: Receiving the Credit Decision and Communicating to the Applicant(s)

After submitting a completed Consumer Application in accordance with [Section 7](#), you generally will receive information as to whether the Consumer Application is approved or denied within seconds. These credit decisions must be immediately communicated to the applicant(s). Consumer Applications requiring further review by Wells Fargo will require additional time and may result in us needing additional information from the applicant(s).

Approved Applications

An approved response may include the Cardholder's name, Account Number, and credit limit granted. The Cardholder will receive his or her Card in the mail within 7-10 days of the credit decision. The credit limit is available to use as soon as it is communicated to the new Cardholder.

Pending Applications

Some applications may require further review by Wells Fargo. Reasons for a pending decision may include:

- a fraud alert on the consumer's credit report;
- Consumer Application information that does not match the information obtained from the credit bureau; or
- data entry errors.

To Help Eliminate Pending Decisions

- ✓ **Do** review the Consumer Application information prior to submitting it to make sure there are no misspellings or input errors. There should be no special characters, symbols or extra punctuation marks.
- ✓ **Do** ensure that all fields are entered completely and accurately when entering the Consumer Application information into the designated application processing technology. You will receive a quicker response with a more accurate decision.
- ✓ **Do** confirm that all information is complete for the co-applicant if it is a joint application.
- ✗ **Don't** enter the co-applicant's name on the same line as the primary applicant, i.e., Doe, John/Jane.
- ✗ **Don't** advise a consumer of a credit decision until received.

If the applicant's decision is still pending after 15 minutes, you may check the status of the application by calling our Client Processing Department at 1-800-551-5111, Option 1, or by checking the status of the decision on the Merchant Portal if such processing method was used to submit the Consumer Application.

Declined Applications

If the applicant is not approved for credit, he or she will receive a letter from Wells Fargo Bank, N.A. within 30 days of the credit decision. As required by Law, the letter outlines the reasons for the denial. Due to the privacy of our applicant's personal financial information, we cannot provide you with the reason(s) for the turn down.

We suggest the following talking points when communicating to the consumer the application was not approved:

- Wells Fargo Bank, N.A. is unable to approve your application for credit at this time.
- In the next 30 days you will receive a letter directly from Wells Fargo Bank, N.A. describing the reasons they did not approve your application.
- Would you like to discuss other payment options?

Section 9: Requesting a Credit Limit Increase

A credit limit increase can be requested if the credit limit granted is not enough to meet the Cardholder's financing needs. This generally occurs in two scenarios: i) the credit line granted when the Consumer Application was initially submitted for credit approval is insufficient to cover the Cardholder's desired purchase(s), or ii) there is not enough available credit at the time a Cardholder wishes to make an additional purchase using the Card.

If the credit line granted when the Consumer Application was initially submitted for credit approval is insufficient to cover the Cardholder's desired purchase(s), ask the Cardholder if he or she has additional information the Cardholder would like to have considered and whether the Cardholder would like to request a credit limit increase. The Cardholder must affirmatively consent to requesting a credit limit increase before it can be submitted for processing. Please note: falsely inflating a Cardholder's income will result in termination from participating in the credit Program.

When you ask for the Cardholder's Annual Income in connection with the credit limit increase, the following disclosure must be read to the Cardholder by you or you must present the disclosure to the Cardholder to read prior to submitting a request for a credit limit increase (no exceptions).

"You need not list income from alimony, child support, or separate maintenance payments unless you wish it considered as a basis for repaying this obligation. You may include income that you earn or own, including funds regularly deposited into accounts you own. If you are age 21 or older, you may also include accessible income which is not earned or owned by you but is regularly accessed or used to pay your expenses."

If a Cardholder wishes to use his or her Card for an add-on purchase but there is not enough available credit, ask the Cardholder if he or she would like to request a credit limit increase. The Cardholder must affirmatively consent to requesting a credit limit increase before it can be submitted for processing.

To request a credit limit increase contact Client Processing's Interactive Voice Response (IVR) system at 1-800-551-5111 (Option 1) or complete the request through the Merchant Portal (if available). If the Cardholder requesting the credit limit increase is under the age of 21, any co-borrower that is 21 years of age or older must agree to the credit limit increase in writing. If you have a credit limit increase request that fits this scenario, please call Client Processing directly.

- ✓ **Do** ensure the Cardholder consents to requesting a credit limit increase before submitting it for processing.
- ✓ **Do** verify the Cardholder's identity and date of birth prior to requesting a credit limit increase.
- ✓ **Do** submit the request in writing if the Cardholder is under the age of 21.
- ✓ **Do** allow 15 minutes to receive a response prior to calling Client Processing for a status update.
- ✗ **Don't** submit multiple credit limit increases for a Cardholder.

Section 10: Obtaining an Authorization for a Purchase

An Authorization reserves a portion of a Cardholder's credit line for a purchase from your business and is used when the funding of a transaction will not occur on the same day as the commitment to purchase. An Authorization will not place the transaction on the Account for funding nor begin a Cardholder's promotional terms or monthly billing.

We recommend you obtain an Authorization for all transactions in which you are not funding the transaction on the same day as the Cardholder commits to financing a purchase using the Card. Authorizations should only be obtained when there is a commitment to buy on the part of the Cardholder. The Authorization should be in an amount equal to the dollar amount which the Cardholder has committed to purchase and finance.

The Agreement addresses the length of time an Authorization is valid in the section entitled "Authorization." The section also describes the circumstances under which we may change pending Authorizations.

An Authorization may be obtained through your usual method of processing.

Section 11: Canceling an Authorization for a Purchase

If a Cardholder cancels the transaction or changes are made to a Cardholder's initial Authorization, you must cancel your original Authorization number within three (3) days of the Cardholder's cancellation or change. To cancel an Authorization, contact Client Processing at 1-800-551-5111, Monday through Saturday from 8:00 a.m. to 10:00 p.m. or Sunday from 10:00a.m. to 10:00 p.m. Central Time. If the Authorization was obtained via the Merchant Portal, you may cancel the Authorization through the portal.

Please Note: an authorization may become invalid if the Cardholder's available credit is reduced by us for any reason, including but not limited to, other charges applied to the Account, reduction or removal of the credit limit and Account closure.

Section 12: Completing an Invoice

An Invoice must be completed for each Card purchase. A Cardholder must open an Account, present a valid Account Number at the time of sale or you must perform an account inquiry to locate a Cardholder Account. Unless already known, you must confirm the Cardholder's identity prior to completing an Invoice for an Account. Invoices submitted to Wells Fargo are to be used for personal, family, or household use only.

You must use a Wells Fargo approved Invoice for all sales transactions. Only Cardholders who are authorized on the Account may make purchases. If it is a joint Account, either Cardholder can use the Account and only one of the Cardholders is required to sign the Invoice. Any documentation you provide to the Cardholder in connection with the transaction must not conflict with the Wells Fargo approved Invoice.

We offer a separate training piece for complete details on how to complete a manual Invoice. The Wells Fargo approved Invoice evidencing the Card transaction must include, but is not limited to, at a minimum the following information:

- Merchant name and address;
- Transaction date;
- Cardholder name;
- Net amount of sale (amount to be charged on the Card);
 - The net amount of sale is the amount Wells Fargo will place on the Cardholder's Account.

- Wells Fargo approved credit terms (e.g., special financing terms).

For example: If the Cardholder is making a purchase with No Interest if Paid in Full within 12 months with regular monthly payments special terms, the Invoice must properly disclose the following:

- *No Interest if Paid in Full within 12 months with regular monthly payments. If the purchase balance is not paid in full within 12 months, interest will be charged to your Account from the purchase date at a rate of XX.XX% (Note: insert proper APR for XX.XX%).*
- See [Exhibit A](#) below for a list of example special terms descriptions. See your Price Sheet, or currently effective pricing communications for a list of which special terms plans are available under your Program.

- Last four digits of the Account Number.
- The Wells Fargo purchase money security interest language: “This transaction is under your Credit Card Agreement with Wells Fargo Bank, N.A. (the “Bank”).
- Cardholder signature and date.

A Cardholder must be given and be able to retain an exact or like copy containing all required attributes of the Invoice as listed above for their records.

- ✓ **Do** verify Cardholder identity prior to completing an Invoice for repeat purchases.
- ✓ **Do** provide a complete and detailed description of the Products and Services being purchased.
- ✓ **Do** use a Wells Fargo approved Invoice and ensure all fields are legible.
- ✓ **Do** ensure complete and accurate special terms disclosures are provided on the Invoice.
- ✓ **Do** ensure the amount reflected on the Invoice is what is charged to the Cardholder’s Account.
- ✓ **Do** ensure the Cardholder signs the Invoice.
- ✓ **Do** follow the separate Instructions and Procedures for Consumer Applications and Transactions over the telephone (e.g. Call Center), which is also referenced in [Section 36](#).
- ✓ **Do** follow the separate Instructions and Procedures for a Shopping Cart transaction, which is also referenced in [Section 37](#).
- ✗ **Don’t** charge Cardholders additional fees for financing or require additional optional services as a condition of utilizing credit transactions.

- ✗ **Don’t** list financing terms on any other documentation that you provide to the Cardholder.
- ✗ **Don’t** use the Program for commercial or business transactions (e.g., for rental properties, business supplies, or inventory, etc.).

Special Terms and APR Disclosure Required with No Interest if Paid in Full Special Terms (“Temporary Rate Exception”)

When a consumer agrees to “No Interest if Paid in Full” special terms, we are required by Law before the start of the special terms period, to provide the consumer in writing the length of the special terms period and the APR that will apply to any remaining balance after the expiration of the special terms period. This “Temporary Rate Exception” disclosure is provided on all Invoices provided or approved by us. You must ensure this “Temporary Rate Exception” disclosure is provided to all consumers utilizing a “No Interest if Paid in Full” special terms promotion.

- ✓ **Do** ensure the “Temporary Rate Exception” disclosure is provided to all consumers utilizing a “No Interest if Paid in Full” special terms promotion.

Sales Made Outside of a Standard Place of Business

In accordance with state and federal law, our processes for sales made to consumers outside of your normal business location (e.g., consumer home, fair, trade show, expo, etc.), require you to provide consumers with a Notice of Right to Cancel disclosure. Use one of the following Notice of Right to Cancel Forms:

1. Your own form, created by your business. Your Notice of Right to Cancel Form must comply with applicable local, state, and federal laws, including but not limited to the Federal Trade Commission’s “Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain other Locations.
2. The Notice of Right to Cancel Form available on the Merchant Portal.
3. Wells Fargo’s printed Notice of Right to Cancel Form which includes an Invoice that must be completed manually. This form may be ordered online through the Merchant Portal, titled Invoice and Notice of Right to Cancel.

If applicable to the transaction, you must notify the Cardholder of the right and honor a cancellation including any rights a Cardholder may exercise after the Product is delivered and any service or work is completed. Our funding of an Invoice does not impact a Cardholder's right of cancellation. We recommend you wait until after the Invoice and Notice of Right to Cancel period expires before installing goods or completing services. If you elect not to wait until after the Invoice and Notice of Right to Cancel period expires, you will still need to honor any Cardholder's cancellation of the sale during the cancellation period.

- ✓ **Do** carefully follow all instructions and accurately complete the Notice of Right to Cancel Form, regardless of which form you use.
- ✓ **Do** follow all state specific laws when calculating the correct "Midnight of" date for the state where the sale is taking place.
- ✓ **Do** honor any Cardholder's right to cancel the sale during the cancellation period.

Section 13: Presenting an Invoice for Processing

You will submit Invoices for payment using a method approved by Wells Fargo. Wells Fargo reserves the right to make changes to how Invoices are submitted and/or processed at any time. Invoices must be presented with the terms and amount financed agreed upon by the Cardholder in writing on the Invoice.

Invoices may only be presented to us after the transaction is completed to the Cardholder's satisfaction. Invoices must be presented to Wells Fargo electronically within three calendar days of the transaction completion date. You have up to 15 calendar days from the transaction completion date to present the Invoice for manual funding.

By submitting an Invoice for payment you confirm:

1. the Cardholder has agreed to the terms and conditions of the Invoice;
2. the Cardholder has signed and dated the Invoice;
3. the Cardholder has been notified of and given the appropriate right to cancel under applicable Law (if it applies to the transaction); and
4. the service has been completed and/or the Product(s) have been received by the Cardholder (unless otherwise specified in your Agreement).

If your current processing technology is unavailable for an extended period of time, please notify our Client Processing Department at 1-800-551-5111, Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday from 10:00 a.m. to 10:00 p.m. Central Time.

- ✓ **Do** verify the Cardholder's identity when completing an Invoice for a sale.
- ✓ **Do** retain the completed Invoice in accordance with [Section 17](#) Retention of Program Materials.
- ✗ **Don't** submit the Invoice for payment until the services have been provided and/or the Product has been received by the Cardholder unless otherwise expressly allowed in your Agreement.
- ✗ **Don't** submit Invoices that you know or suspect to be fraudulent or not authorized by the Cardholder.
- ✗ **Don't** present Invoices for cash advances. No cash can be given to a Cardholder by you in connection with any Card transaction.
- ✗ **Don't** submit Invoices on behalf of other Merchants or businesses.
- ✗ **Don't** submit, sell or assign any part of a transaction to another creditor (e.g., No split ticket transactions with another creditor).

Section 13.1: Remote Invoice Processing

Processing a remote transaction allows you to submit an authorization and/or charge without the customer being present. This provides you and your customer with the ability to conduct business from anywhere and at any time. You will simply process the authorization and/or charge in the Merchant Portal and select the "email" option to deliver the Invoice to the customer.

Wells Fargo has the right at any time to suspend or terminate remote transactions. You must not change any processes or disclosures we provide to you.

It's important to note that the Cardholder must electronically sign the Invoice within 60 days of receipt otherwise it will be invalid and rejected by Wells Fargo.

See the [Appendix](#) for full Instructions and Procedures for Remote Applications and Remote Transactions.

Section 13.2: Paperless Invoice Processing on a Merchant Device

You can elect to use a merchant owned device to process paperless Invoices from any location. This method is compatible with all electronic devices including tablets and smartphones. You will log into the Merchant Portal and Select the “Sign on this device” option. Follow the prompts on the screens to hand the device to the customer.

Wells Fargo has the right at any time to suspend or terminate paperless transactions. You must not change any processes or disclosures we provide to you.

The cardholder must be **in-person** to electronically sign the paperless invoice.

Refer to the Wells Fargo Credit Connect Reference Guide in the Appendix for full Instructions and Procedures on this process.

Section 14: Presenting a Credit on an Account

You must electronically submit a credit to an Account any time a Cardholder returns or exchanges Products or you make an adjustment to an Account. The amount of the credit shall be for the full purchase price of the Products returned plus all financed fees and taxes. The credit must be submitted within three calendar days of processing the return or adjustment. A Credit Memo must be created and provided to the Cardholder to evidence the return of Products or adjustment to the Account. A manual Credit Memo must be completed and faxed to our Funding Team at 1-877-226-1469 if you are unable to present the Credit Memo electronically.

The minimum required information you must provide on a manual Credit Memo is:

- Customer name and address;
- Merchant name and address;
- Total Credit Amount;
- Last four digits of credit card account number;
- Note the original plan number used for the purchase;
- Return request verbiage (e.g. I request the above account be credited with the amounts shown for the reason reflected above), and
- Customer signature and date.

If you are presenting the credit electronically, give the Cardholder a copy of the Credit Memo and retain the Credit Memo in accordance with the document retention requirements described in [Section 17](#) of these Instructions and Procedures.

- ✓ **Do** submit a credit for the full purchase price of all Products returned plus all financed fees and taxes within **three calendar days** of processing the return or adjustment.
- ✓ **Do** provide the Cardholder with a copy of the Credit Memo for their personal records.
- ✗ **Don't** give cash refunds, store credit or gift cards for any return of Products or adjustments in connection with an Account.
- ✗ **Don't** charge any restocking fees to an Account or subtract the restocking fee from the amount of the credit posted to an Account.

Section 15: Mailing in Written Consumer Credit Card Account Applications and Important Terms of Your Credit Card Account Forms to Wells Fargo for Retention

When a consumer applies for an Account, the consumer may sign a Consumer Application or another document (depending upon your processing method) to acknowledge receipt of the Initial Disclosures and our Credit Card Agreement. The following provisions apply to the mailing of written (paper) Consumer Applications to us for retention.

Consumer Applications

Keeping our mutual customer's sensitive personal information secure is a top priority for both you and Wells Fargo. As a participant in the Program, you are obligated to safeguard Cardholder Account Information. To assist us both in maintaining this obligation, unless otherwise notified in writing, Wells Fargo requires that you submit both approved **and** turned down Consumer Applications to Wells Fargo for retention. This enables us to protect Cardholder Account Information in a secure manner. In the event that the consumer is approved but does not finance a purchase, you are still required to mail the completed Consumer Application to Wells Fargo for retention.

When having consumers complete the Consumer Application, it is very important to have the consumer legibly complete his or her name, the last four digits of the Cardholder's Social Security Number, and zip code.

Please mail all approved and turned down Consumer Applications **within 15 calendar days** of receiving the credit decision. The Consumer Applications should be mailed to:

Wells Fargo Retail Services
Merchant Support & Operations
PO Box 10373
Des Moines, IA 50306

Place the paper Consumer Applications in a sealed envelope or other tamper-evident closed container and send them by first-class mail through the U.S. Postal Service or through another common carrier.

- ✓ **Do** ensure all Consumer Applications are signed by the consumer prior to mailing them in for retention.
- ✓ **Do** establish a standard business process to gather and mail all Consumer Applications to the aforementioned address every 15 calendar days.
- ✓ **Do** mail in the merchant copy of the Consumer Application. The accompanying Credit Card Agreement should be given to the consumer for his or her records.
- ✓ **Do** keep other records like the Invoice or sales slip pursuant to the requirements of [Section 17](#) Retention of Program Materials.
- ✗ **Don't** wait until the Products are delivered or the services are completed to mail the Consumer Applications to us.
- ✗ **Don't** mail more than 200 Consumer Applications in one shipment.
- ✗ **Don't** mail any other documents except the Consumer Application unless specifically requested by us.

Section 16: Sending Documentation to Wells Fargo Upon Request

From time to time we will request documentation from you in connection with an Account. It is very important that you promptly review the request, locate all requested documentation and send us **all** requested documentation in a timely manner. Unless other delivery instructions are provided, requested documents must be faxed to us at 1-888-245-8842, **within seven (7) calendar days** of receiving the request. When faxing the requested documentation to us, include the request page as a cover page.

- ✓ **Do** fax all requested documentation included in the request form.
- ✗ **Don't** mail the documents (e.g., Invoices or Credit Memos) that were requested. Unless other delivery instructions are provided, only fax them to 1-888-245-8842 to ensure prompt delivery to our Documentation team.

Section 17: Retention of Program Materials

In the course of completing transactions, you will be handling documents that contain Cardholder Account Information which may include, but are not limited to, Consumer Applications, Invoices and Credit Memos (collectively referred to in [Section 1](#) as "Program Materials"). Unless otherwise directed by us, all Consumer Applications must be sent into Wells Fargo for retention (see [Section 15](#) above). Follow the guidelines below when retaining Program Materials you are allowed to retain.

Program Materials must be:

- i. Retained for seven (7) years from the date of creation.*
- ii. Retained in a secure and orderly manner:
 1. **Secure:** Physical access to Program Materials must be given only to employees who require access to perform certain functions of their job duties. All access to the physical location of Program Materials must be locked and secured. All Program Materials must be kept in a controlled area (e.g., an area with limited access by employees and no access by the public) to prevent unauthorized access.
 2. **Orderly:** Unless otherwise notified by us in writing, all other Program Materials must be filed in an orderly manner, allowing for quick retrieval should we request documents from you.

Important Reminders:

- Any documents associated with the Invoice, (e.g., internal invoice), are considered part of the Invoice and should also be retained according to the guidelines above.
- Wells Fargo has the right to request any Program Materials in your possession and you must deliver such materials to us within seven (7) calendar days of our request or such other timeline outlined in the request.
- Wells Fargo may request information regarding your filing procedures to ensure Program Materials are being retained in accordance with our Instructions and Procedures.

- ✓ **Do** ensure only authorized persons with a business need have access to Program Materials such as Consumer Applications and Invoices which contain confidential Cardholder Account Information.
- ✓ **Do** retain all Program Materials in a locked file cabinet or other secure area to ensure confidentiality of sensitive consumer information.
- ✗ **Don't** use a third-party vendor to retain or image Program Documents such as Consumer Applications or Invoices in connection with the Program.

*If the Cardholder promotional term purchase lasts longer than 7 years (84 months), retain the Program Materials for the duration of the promotional term. For example, if the Cardholder's promotional term is 8 years (96 months), then retain the Program Materials for 8 years (96 months).

Section 18: Destruction of Invoices and Credit Memos

After the seven (7) year retention period* has expired on any Program Materials (as that term is defined in [Section 1](#) above) you must destroy the Program Materials in a manner that renders the document unreadable and unidentifiable and that such data cannot be recreated. We require the use of an approved cross-cut shredder which renders the data contained in the document unreadable and unidentifiable. No document can be destroyed if we notify you that such record is subject to a Records Preservation Order ("RPO"). If we notify you that a document is subject to a RPO, you must retain the document in a secure and orderly manner until such time that we notify you the RPO is lifted. If the RPO is lifted and the document is past its seven (7) year retention period,* then you must destroy the document in accordance with the terms of this section.

- ✓ **Do** establish a standard business process to destroy Program Materials after the seven (7) year retention period* has expired.
- ✓ **Do** ensure the documents are destroyed in such a manner that renders the data contained in the document as unreadable and unidentifiable
- ✗ **Don't** destroy any document or other information that we have notified you is subject to a records preservation order (RPO) until such time as we notify you the RPO is lifted and the document is past its required (7) seven year retention period.*

Section 18.1: Third Party/ Subcontractor Requirements

Wells Fargo prefers that your employees be the ones who offer our Program to consumers and/or have access to Wells Fargo Confidential Information rather than third parties. Generally, businesses have the ability to conduct greater oversight of its own employees.

As a result you will not utilize any third parties, contractors, staff augmentation contractors, dependent providers or subcontractors (hereinafter "Third Party" or "Third Parties") in connection with the Program without Wells Fargo's prior written consent.

Wells Fargo reserves the right to reject Third Party personnel who present significant risk to Wells Fargo in connection with that personnel's activities related to the Program.

In the event Wells Fargo consents to your use of a Third Party in connection with the Program, you are responsible for the Third Party's performance and you must follow the following requirements.

- i. You will ensure you have a written contract in place requiring the Third Party and its personnel to comply with all applicable terms of the Agreement between you and us with regard to the goods or services the Third Party provides. This includes compliance with all applicable laws.

You will ensure your contract with the Third Party describes the scope of goods and services to be provided in connection with the Program. The contract should also state the applicable service level agreements which must be met, and the Third Party's role in helping you comply with the terms of the Agreement.

- ii. You will ensure you have all necessary contractual obligations, monitoring and oversight activities in place with regard to any Third Parties who have access to Wells Fargo's Confidential Information. This includes technology providers with access to production or data storage systems. These contractual obligations and oversight activities with Third Parties must be designed to ensure your full compliance with the terms of the Agreement. These contractual obligations also include, but are not limited to: business continuity planning, information security, confidentiality, digital security, system access, and third party oversight.
- iii. Notwithstanding your obligation to obtain our written consent prior to using any Third Party, upon Wells Fargo's request, you will provide information to Wells Fargo regarding whether you are utilizing

Third Parties in connection with the Program, whether the Third Party has access to Wells Fargo's Confidential Information, how you are adhering to the requirements of this Agreement, and you will provide other information about the Third Party that Wells Fargo may reasonably request.

- iv. You will provide us with data, evidence, documentation, assessments and reporting upon our request regarding your Third Party's performance of any activities associated with our Program. You will ensure that any agreement you have with a Third Party that relates to the provisions of goods or services in connection with our Program includes a requirement to provide the necessary reporting to you and then to us so that we can both review the Third Party's collective performance.
- v. You will ensure you have a termination process in place in the event your relationship with the Third Party is terminated for any reason. The termination process should address the return or destruction of Wells Fargo's Confidential Information, and the removal of any access to Wells Fargo's Confidential Information. You will ensure the Third Party confirms in writing that it has returned or destroyed all Wells Fargo Confidential Information.

Section 19: Information Security

As a participant in the Program you have a shared responsibility to adhere to strict information security standards to ensure the confidentiality of our mutual consumers' sensitive personal information and Cardholder Account Information. Certain merchants with a data connection may be requested to complete a Merchant Information Security (MIS) Program assessment. If you receive a MIS Program assessment, you will complete the assessment and promptly return it to us within the time period as communicated by us to you.

Keeping Consumer Information Secure

You will adhere to commercially reasonable standards of confidentiality in protecting the personal information, including nonpublic information, of any applicant, co-applicant, Cardholder (past or current), and/or any information obtained through the use of the Card. This includes, but is not limited to, all Cardholder Account Information.

Keeping Wells Fargo Bank, N.A. Information Secure

You will regard all information provided to you by us, our representatives, and our affiliates as confidential. This includes, but is not limited to, analyses, forecasts, discount rates and pricing information, and passwords for our internet sites and other technologies. This information constitutes our proprietary information and trade secrets which you are obligated to protect against any threat of compromise or disclosure.

Who Should Have Access

Only your permanent employees with a business need should have access to Cardholder Account Information. You will not allow temporary employees, independent and sub-contractors, third-party management and/or marketing companies, and employees operating in capacity as a shared resource to have access to Cardholder Account Information or to any of our technology systems without Wells Fargo's prior written consent. For example, you will not allow third-party answering services, back room processors, after-hours processors, contract employees, etc., to have access to Cardholder Account Information without our prior written consent.

Protecting Cardholder Information Against Breaches

Invoke appropriate information security measures to protect any Cardholder Account Information and confidential or proprietary Wells Fargo information against unauthorized access, accidental or unlawful destruction, tampering, copying, and/or anticipated threats or hazards. You will retain and store any information, in electronic and/or paper form, in a secure and orderly manner at all times.

What to do if an Information Security Breach Occurs

You must immediately notify us (no later than 24 hours after discovery) of any confirmed or suspected compromises or unauthorized access of any Cardholder Account Information or other confidential information of ours and implement appropriate actions to prevent further unauthorized access while information is in your possession or in transit to us. You will cooperate with us during our investigation, providing us, appropriate law enforcement agencies, and governmental regulatory authorities all pertinent information regarding the unauthorized access.

- ✓ **Do** immediately notify our Corporate Information Security Team at 1-877-494-9355 (24 hours a day, seven days a week) and notify our Client Processing Department at 1-800-551-5111 (Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday from 10:00 a.m. to 10:00 p.m. Central Time) of any confirmed or suspected compromise of any Cardholder Account Information or Confidential Wells Fargo information.

- ✓ **Do** ensure only permanent employees have access to Cardholder Account Information.
- ✓ **Do** retain Cardholder Account Information in a secure and orderly manner.
- ✓ **Do** ensure only authorized employees have access to your secured storage location.
- ✗ **Don't** disclose the existence of an Account or any Cardholder Account Information to any third-party or to any employee who does not have a business need to know.
- ✗ **Don't** leave Cardholder Account Information in an area accessible by an unauthorized party.
- ✗ **Don't** allow any unauthorized party to obtain Cardholder Account Information on your behalf.
- ✗ **Don't** allow any unauthorized third-party, operating for their own interest, to utilize any aspect of or represent themselves as a party in relationship with the Card Program. (For example don't present an application or transaction on behalf of another person or entity.)
- ✗ **Don't** allow any unauthorized third-party to image and/or store information for you.

Section 20: Passing Along the Costs of Financing

The cost of financing must be built into the regular price of Products regardless of payment method. You will not discriminate against applicants or Cardholders by adding any Unauthorized Fees or otherwise increasing the price of the Product for consumers who choose to apply for or use a Card to finance the purchase. Specifically, you will not add the merchant discount rate or any other cost to you for financing as a fee the consumer must pay on financed transactions. You agree to indemnify and reimburse us for any Unauthorized Fees we refund to applicants or Cardholders.

- ✓ **Do** ensure your regular price of Products is the same for all customers, regardless of payment method.
- ✗ **Don't** charge any Unauthorized Fee to consumers who use our Card to finance their purchase.

Section 20.1: Offering Cash Discounts

You may choose to offer a discount on the regular price of Products for payment by cash, check, debit or similar means. A discount cannot be offered for the use of a credit card. To be a permissible discount, and not an Unauthorized Fee, the discounted price must be a reduction from the regular price. You may structure the discount between various payment types, such as only offering a discount for cash, or offering discounts for cash, check, debit or similar means. Any discount must be offered to all prospective customers and must be disclosed clearly. Please refer to additional job aids offered on the Merchant Portal for guidance on how to display discounts. If you choose to offer discounts remember:

- ✓ **Do** offer the discounts to all prospective customers if they are available.
- ✓ **Do** display and communicate discounts clearly.
- ✓ **Do** display and communicate discounts as a reduction from the regular price of the Product.
- ✗ **Don't** offer discounts for the use of a credit card.

Section 21: Sales Practices

As a participant in the Program, you have a shared responsibility to adhere to ethical business practices and operate in a transparent manner with consumers. Your sales practices must provide consumers with the appropriate information they need to make an informed credit choice.

You will ensure that your employees involved in offering credit to consumers under the Program have been properly trained and understand their responsibilities under the Program. These employees must participate in training facilitated or managed by our training team. You will also ensure that those employees comply with all applicable Laws, including but not limited to the Fair Credit Reporting Act, the Federal Equal Credit Opportunity Act and the Consumer Credit Protection Act.

You will maintain fair, clear and transparent sales practices when offering credit to consumers under the Program, including but not limited to the following:

- You will provide consumers with all applicable disclosures, notices, and other relevant information regarding your Products and/or services such that consumers can rely upon the information you provide to make an informed decision on the Product and/or services sold.

- You and your employees will maintain all applicable federal, state and local licensing and registration requirements for the Products and/or services sold.
- You will make no representations or warranties regarding the performance of the Product beyond the manufacturer's standard warranties.
- You will provide consumers with a detailed description of the Products and/or services sold.
- You will maintain a fair and uniform policy for exchange, cancellation and/or return of Products sold, complying with all applicable federal, state, and local laws.
- ✓ **Do** ensure that your sales representatives understand their responsibilities and consumers' rights under fair lending laws.
- ✓ **Do** encourage all consumers to apply for an Account under the Program.
- ✓ **Do** offer like or equal credit terms to all consumer customers when purchasing like or similar Products of similar cost to the Cardholder.
- ✓ **Do** utilize fair and responsible selling practices to ensure that consumers understand and agree to exactly what Products and/or services you are providing and the cost for those Products and/or services.
- ✓ **Do** promptly resolve consumer complaints, concerns, or dissatisfaction related to your business, and refer all Complaints about Wells Fargo or our financing program to us by providing our Customer Service phone number (1-800-459-8451) to Cardholders.
- ✗ **Don't** process applications from consumers who appear to be under duress or not of sound mind. Contact our Client Processing Department for further information.
- ✗ **Don't** use the Program to finance future services for consumers unless otherwise allowed by us in writing.
- ✗ **Don't** charge a financing fee in connection with the Program.
- ✗ **Don't** submit Consumer Applications or Invoices to Wells Fargo for commercial or rental properties.
- ✗ **Don't** submit, sell or assign any part of a transaction to another creditor (e.g., No split ticket with another creditor).

Section 22: Extended Product Warranties, Service agreements, or Preventative Maintenance Agreements

You may **not** offer extended product warranties, Service agreements, or preventative maintenance agreements underwritten by you or an Affiliate of yours, in conjunction with purchases made by Cardholders without our prior written approval. (Underwritten by you or an Affiliate means either you or an affiliate of yours accepts the financial responsibility for fulfilling the extended product warranty, service agreement, or preventative maintenance agreement for the consumer.)

You will **not** use a Third Party extended product warranty, service agreement, or preventative maintenance agreement without our consent. For all other third-party extended product warranties, Service agreements, or preventative maintenance agreements that are financed in connection with our Program, you agree to proactively provide us with the following information so we may review and approve (we may also request additional information if needed).

- i. The name of the extended product warranty, service agreement, or preventative maintenance agreement;
- ii. A description of the coverage provided by the extended product warranty, service agreement, or preventative maintenance agreement;
- iii. The name and address of the entity or person responsible for providing the agreed upon coverage;
- iv. The duration of the extended product warranty, service agreement, or preventative maintenance agreement coverage;
- v. The name of the person or entity who underwrites the extended product warranty, service agreement, or preventative maintenance agreement; and
- vi. Any other information we may request in connection with the extended product warranty, service agreement, or preventative maintenance agreement.

If we approve your ability to use extended product warranties, Service agreements, or preventative maintenance agreements in connection with the Program you understand and agree that:

- You will not require the purchase of an extended product warranty, service agreement, or preventative maintenance agreement as a condition of financing the transaction. All warranties and service agreements must be offered to Cardholders paying by any method.

- You will process a refund on any extended product warranties, Service agreements, or preventative maintenance agreements as a Credit on an Account as outlined in [Section 14](#).
- If the extended product warranty, Service agreement, or preventative maintenance agreement was purchased on a reduced rate plan and a refund is issued, you must contact your Relationship Manager immediately of processing the Credit on the Account, so we can calculate and credit any interest paid on the refunded amount.
- In connection with the Program, you agree to offer and finance only extended product warranties, Service agreements, or preventative maintenance agreements which have been identified by you under this [Section 22](#) and which are related to the Products you finance under the Program.
- You shall update the information provided as described in [Section 22](#) (i)-(vi) above within 30 calendar days of a change in the extended product warranties, Service agreements, or preventative maintenance agreements from what was previously reported to us.
- Annually, we may request your acknowledgment that there is no change to your extended product warranty, service agreement, or preventative maintenance agreement offering.
- We may notify you that certain extended product warranties, service agreements, or preventative maintenance agreements may not be financed under our Program or offered in connection with a transaction financed under the Program.

Section 23: Cardholder Payments

Do not accept any payment from a Cardholder for charges billed on an Account. If a Cardholder would like to make a payment to us, refer them to one of the following payment options:

- **Online:** Online payments may be made at Wells Fargo Online at wellsfargo.com/cardholders.
- **By mail:** Mailed payments should include the payment stub found on the monthly billing statement. Cardholder should refer to the statement for the remittance address.
- **By phone:** Phone payments may be made using our automated payment service by calling 1-800-459-8451.

Cardholders can find additional information in the Credit Card Agreement, their monthly billing statement, or by contacting Customer Service at 1-800-459-8451, Monday through Friday from 8:00 a.m. to 6:00 p.m. Central Time.

- ✓ **Do** provide consumers with the payment options above for making payments on their Account.
- ✗ **Don't** accept payments on our Accounts from Cardholders.

Section 24: Audits/ Examinations of Books and Records

From time to time we may request information and documentation from you for the purpose of conducting Program oversight. This Program oversight may include, but not be limited to, compliance with Wells Fargo's information security requirements and other ongoing risk management of the Program. The requested documentation may include, but not be limited to, all Invoices and documents used with such Invoices, your books and records relating to such Invoices, Credit Memos, and Consumer Applications. The requested documentation is in addition to any and all documents used in connection with such records, whether in electronic or printed form. We may also ask for documentation related to your training, processes, your information security processes and other procedures related to your use of the Program. We may conduct or authorize periodic onsite audits of any location of yours where documentation related to the Program may be retained or maintained. We may conduct or authorize periodic onsite audits where processes or procedures related to the Program are performed as often as we believe is necessary to determine that the requirements of our Agreement and our Instructions and Procedures document are met.

Your personnel will cooperate in providing to Wells Fargo or its auditors (including any federal or regulatory auditors with jurisdiction over Wells Fargo's operations), specifically the Office of the Comptroller of the Currency or Consumer Financial Protection Bureau, any information reasonably requested by Wells Fargo or its auditors that is necessary or required for the verification of any element of any process, product or service used in connection with the Program by personnel

under this Agreement in accordance with the Law and the terms and conditions of the Agreement.

In addition, Wells Fargo reserves the right to conduct risk assessments, site audits, or other information security evaluations of your business and systems for the purpose of ensuring a secure digital environment of Wells Fargo Confidential Information, including Cardholder Account Information. Wells Fargo may conduct such risk assessments, site audits, or other information security evaluation of your business at any time upon prior written notice to you.

If Wells Fargo identifies a critical control weakness or risk that could adversely impact your ability to perform under the terms and conditions of the Agreement, (such risks could include risk to Cardholder Account Information, Wells Fargo's ability to comply with the Law or your business continuity capabilities), Wells Fargo will promptly inform you in writing of such control weakness and ask you to address such risk or weakness. Wells Fargo reserves the right to immediately suspend processing until such risk or weakness is corrected.

In the event a violation of the Agreement or the Instructions and Procedures is discovered, whether through a formal examination, audit or otherwise, you may be subject to chargebacks and we reserve the right to terminate this Agreement. Further, you agree to remedy such violation in a manner determined by us, and within seven (7) business days or other such time period as communicated by us to you.

- ✓ **Do** maintain reasonable business processes and procedures to ensure you complete audit and risk assessment requests from us in a timely and orderly manner.

Section 25: Notifying Us of Changes in Your Legal Name, Taxpayer Identification Number, Legal Ownership, Legal Entity Status, Number of Store Locations, Product Offerings, etc.

You will notify us in writing before any change in your legal name, taxpayer identification number, legal ownership, legal entity or legal structure, number of store locations, product offerings, licensing status, status as a going concern, etc., so that we may review the Agreement and determine whether any changes are needed to our existing Agreement. Send a detailed letter notifying us of the change to your business to:

Wells Fargo Retail Services,
a division of Wells Fargo Bank, N.A.
ATTN: Dealer Monitoring MAC: F0006-06C
801 Walnut Street
Des Moines, Iowa 50309

or fax the letter to 1-888-220-9980.

- ✓ **Do** maintain reasonable business processes and procedures to ensure you promptly notify us in writing within 10 business days before any change in your legal name, taxpayer identification number, legal ownership, legal entity or legal structure, number of store locations, product offerings, licensing status, status as a going concern, etc.

Section 26: Funding for Transactions

We will pay you the net amount of any monies we owe you pursuant to the Agreement, less the applicable discount rate and less any other amounts you may owe us. We will process payments to you by an automated deposit via automated clearing house ("ACH") within a reasonable time after an Invoice is presented. We may periodically audit transactions prior to funding.

We will make available notification of deposit via ACH. Our ACH reporting will align with the setup of your Program. ACH reports will be available on the Merchant Portal.

- ✓ **Do** regularly check the ACH reports we make available to you for information regarding the transactions we have funded in connection with your use of the Program.
- ✓ **Do** contact us for instructions in the event your banking information changes.

Section 27: Wells Fargo's Right to Reject or Revoke Acceptance of an Invoice

We may elect to reject, or having accepted, may revoke acceptance of an Invoice presented by you for any of the reasons set forth in the Agreement. If we reject an Invoice, we will not pay you for the Invoice and we will not place the charge represented by the Invoice on the Cardholder's Account. If we revoke acceptance of a previously accepted Invoice (i.e., chargeback), you will pay us on demand the amount of the Invoice affected plus any finance charges related to the Invoice under the Credit Card Agreement with us, and we will remove the charge from the Cardholder's Account.

- ✗ **Don't** electronically submit a previously rejected or revoked Invoice to us without our prior approval that we will now accept the Invoice.

Section 28: Cardholder Complaints and Billing Disputes

We take Cardholder Complaints and billing disputes very seriously and expect Merchants using the Program to do the same. When a Cardholder notifies us that he or she disagrees with all or part of an Account, we promptly investigate the concerns. Upon receipt of a Cardholder Complaint or billing dispute that involves you, the merchandise, a salesperson, or anything to do with your business, we will provide notification to you. You will be given a timeline and return contact information for a response and resolution to the Cardholder's concerns. If you do not meet the timeline provided and/or there is no resolution to the Cardholder's concerns, we may elect to revoke acceptance of (i.e., chargeback) the disputed charge pursuant to the terms of the Agreement. We will notify the Cardholder of the resolution. If you and the Cardholder are later able to resolve the dispute, the charge may be placed back on the Account with the appropriate signed documentation by the Cardholder.

If you receive a customer Complaint about Wells Fargo or our financing program, you must immediately (e.g. same day) provide the customer with the Wells Fargo Retail Services Customer Service telephone number (1-800-459-8451) so the customer may contact Wells Fargo directly to express their Complaint and receive a response.

Please provide the Customer Contact Card to the customer if you receive a Complaint about Wells Fargo.

The Wells Fargo Retail Services Customer Service telephone number may also be found on the back of the private label credit card, on the customer's monthly billing statement, and online. The toll-free number is: 1-800-459-8451.

You may order additional Customer Contact Cards through the forms reorder process.



Visit Us Online: wellsfargo.com/cardholders

- Account management available 24/7 with Wells Fargo Online®

Contact Us: 1-800-459-8451

- Monday-Friday: 8 a.m. - 6 p.m. CT;
- Saturday, Sunday & Holidays: Closed
- 24 Hour Automated Service

Payment Options:

- **Online:** Sign up for *Wells Fargo Online* at wellsfargo.com/cardholders
- **Mail:** Refer to your statement for the remittance address.
- **Phone:** 1-800-459-8451

Credit and Debit Card payments are not accepted.
Merchants are not able to accept or process payments. 0921

- ✓ **Do** have an expedited business process in place to promptly investigate and provide a full and complete response to us regarding Cardholder Complaints and billing disputes about Wells Fargo or the financing program. (We will respond to any Cardholder Complaints and billing disputes received directly by us. You will respond to any Cardholder complaints about your products, services, or business received directly by you.)
- ✓ **Do** understand that timelines for a response to a Cardholder Complaint or billing dispute from us may vary depending on the nature of the dispute, the source of dispute or other variables; however, we will provide you with a specific timeline for a response when we communicate the Cardholder Complaint or billing dispute to you.

Section 28.1: Address Confidentiality and Identity Protection

If a Cardholder self-identifies themselves to you as a participant in a state-specific Address Confidentiality program or other identity protection program, proceed with the application as normal. After the credit application is submitted through your normal processing method, refer the Cardholder directly to Customer Service for assistance at 1-800-459-8451 Monday through Friday from 8:00 a.m. to 6:00 p.m. Central Time.

Wells Fargo complies with the various state-run programs and, by doing so, helps protect program participants by seeking to prevent the disclosure of unique identifying information that could jeopardize the safety of program participants. Individuals that participate in these programs have extremely high security needs and are assigned a substitute address (usually a post office box) that they can legally use as their address for all purposes.

Due to the strict confidentiality of this information, any person who intentionally or knowingly obtains or discloses unique identifying information (the residential, work, or school address) of a program participant may be penalized in a court of law.

Section 29: Conducting Transactions in Languages other than English

Wells Fargo is committed to making financial services available to consumers on a fair and consistent basis and to provide Cardholders and prospective Cardholders with the information necessary to make an informed choice. Wells Fargo expects that the Merchant with whom it does business shares our commitment in both words and actions.

Unless otherwise agreed to by Wells Fargo in writing, English is the only language that may be used to discuss, present, or advertise the material terms of transactions under our Program.

Cardholders may contact our Customer Service Department to request billing statements and other servicing communications in Spanish. At this time, no other languages other than English or the five languages mentioned below for California Merchants serving California consumers who have a qualified interpreter may be used in connection with the Program.

CALIFORNIA EXCEPTION: As allowed by California Law, our Credit Card Agreement contains Interpreter Disclosures for California consumers who have discussed sales transactions and Card terms and conditions with Merchants in Spanish, Chinese, Korean, Vietnamese, or Tagalog. If a California consumer has a qualified interpreter, these five languages may be used by a Merchant located in California who is transacting with a California consumer in connection with our Program.

Section 30: Fraud

You are responsible for all transactions that we deem, in our sole discretion, to be fraudulent and that originate through your business. We will notify you upon receipt of a fraudulent claim. Our dedicated Fraud Department will conduct a thorough investigation of the alleged fraud. If we believe fraud has occurred, we will advise you of the fraudulent transaction. We will revoke acceptance (e.g., charge back) on any Invoices we deem to be fraudulent.

If at any time you suspect fraudulent activity or if you have any questions regarding fraud, please contact the Fraud Department at 1-800-257-7799, Monday through Friday between 8:00 a.m. and 6:00 p.m. Central Time.

- ✓ **Do** verify/confirm consumer's identity by asking for a State or United States Government issued photo ID such as a driver's license, passport, military ID, tribal identification card, or similar document, or other acceptable identification (such as the use of a third party identity authentication solution if available) method that allows you to form a reasonable belief that you know the identity of the applicant(s) prior to submitting Consumer Applications or Invoices to Wells Fargo for processing.
- ✓ **Do** verify that the consumer is a Cardholder listed on the Account.
- ✓ **Do** verify the consumer's signature is the same as on the government issued photo identification.
- ✗ **Don't** allow one consumer to sign transactions on behalf of another consumer unless he/she possesses valid Power of Attorney documentation (see Section 31).
- ✗ **Don't** release merchandise to a consumer if you are concerned the transaction may be fraudulent.

Section 31: Power of Attorney

Power of Attorney ("POA") documents must be reviewed and approved by Wells Fargo before the POA can be used in connection with any of our Accounts. A POA is a legal document which gives an individual the authority to act for another. This individual is referred to as the attorney-in-fact. The attorney-in-fact's power and responsibility depends on the specific powers granted by the POA document. If the POA would like to apply for an Account or conduct a transaction in the name of another person, you must fax in the POA documentation for review and approval. You cannot electronically submit applications or transactions for an attorney-in-fact acting on behalf of another without our approval of the POA document.

A POA does not negate the Cardholder's rights on the Account. The review process takes approximately 2–3 business days but may take longer depending on the POA. If the POA document is more than 5 years old, the attorney-in-fact may be contacted to complete a Wells Fargo affidavit.

POA for New Accounts

If a consumer wishes to use a POA to open an Account, fax the completed Credit Card Account Application and POA documentation to us at 1-877-778-0718 for review. The authority to open an Account or incur a credit obligation provides the attorney-in-fact the ability to open the Account in the name of someone else and to request changes to the credit limit.

See [Section 6](#) for additional information on New Cardholder Accounts (Taking Consumer Applications).

POA for Existing Accounts

If a Cardholder is requesting to make charges on or changes to an existing Account, fax the signed Invoice and Power of Attorney documentation to 1-877-778-0718 ATTN: POA.

The fax should include:

- The Cardholder's name along with an Account Number or telephone number.
- A brief explanation of what functions the attorney-in-fact intends to perform on the Cardholder's behalf.
- The name and contact information of the person submitting the POA documents.
- The POA document (send all pages).
- ✓ **Do** submit all POA documentation prior to allowing an attorney-in-fact to act on behalf of someone else in connection with one of our Accounts.
- ✗ **Don't** electronically submit any Credit Card Account Applications, Invoices, or other transactions prior to the POA documentation being reviewed and approved by us for use with our Accounts.

Section 32: Internal Revenue Service 1099-K Reporting

Wells Fargo and other companies that pay Merchants in settlement of credit card transactions are required to report the gross amount of qualifying payment card transactions to the Internal Revenue Service ("IRS"). Form 1099-K Payment Card and Third Party Network Transactions is used annually to report this information.

This form reports the gross amount of the Program transactions we funded to you, excluding any adjustments for credits, discounts, fees, etc., as required by IRS regulations. The 1099-K shows totals for each month and a total for the entire calendar year. A Form 1099-K for your location(s) will be mailed by January 31st of each year to the same location that currently receives your ACH confirmations. **Please keep this form for your tax records.** You may find additional information on the back of Form 1099-K. Please consult your tax advisor for further direction on filing your tax returns.

- ✓ **Do** ensure we have the full and accurate legal name and taxpayer identification number ("TIN") of the legal owner participating in the Program.
- ✓ **Do** promptly notify us of any changes to your legal name or taxpayer identification number (see [Section 25](#) regarding notifying us of changes in your legal name, legal structure, legal status, etc.).

Section 33: Americans with Disabilities Act — Effective Communication for Individuals with Disabilities

The Americans with Disabilities Act (ADA) provides protection to individuals with disabilities. Under the ADA, persons with disabilities are required to be given services and accommodations in the most integrated setting appropriate to their individual needs. Wells Fargo is committed to ensuring equal access to its Products and services for these individuals and has different communication aids to help our Cardholders obtain important information about our Card Program.

- ✓ **Do** confer with the person with the disability (and if that is not feasible, confer with the requester acting on his or her behalf) to inform them that Wells Fargo can provide auxiliary aids and services upon request, free of charge, to help them participate in, and benefit from Wells Fargo products and services (e.g., large print, audio recording of printed materials, Braille, magnifiers, etc.).
- ✓ **Do** inform consumers that Wells Fargo accepts relay calls.
- ✓ **Do** welcome service animals into your facilities.
- ✓ **Do** ensure your website complies with the requirements of the ADA.

- × **Don't**, in connection with a Consumer Application or transaction under our Program, ask, suggest, or require friends or family members to interpret for individuals with hearing or speech disabilities. Friends and family may not act as interpreters except when requested by the individual with the disability.

If you need assistance relating to the Program for an individual with a disability, please call our Client Processing Department at 1-800-551-5111, Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday from 10:00 a.m. to 10:00 p.m. Central Time.

Section 34: Collection of Personal/ Identification Information when Accepting a Card

Some state Laws prohibit the collection of personal identification information (such as address or zip code) when accepting a Card if such information will be used by the Merchant for marketing purposes. Do not collect personal identification information from a Cardholder when accepting a Card for a transaction under the Program unless such information is required by us or will be used by you to confirm the identity of the Cardholder before processing the transaction. Do not photocopy driver's licenses in connection with our financing program.

- ✓ **Do** verify a Cardholder's identity before processing a transaction under the Program.
- × **Don't** use any personal identification information collected processing a Card transaction for marketing purposes.

Section 35: Sharing Cardholder Information for Marketing Purposes

In the event we elect to make select Cardholder information available to you for your marketing purposes, you will only use the information provided to carry out the purposes for which the information was disclosed (the Cardholder information will be disclosed for the purpose stated in your request for information). Additionally, you must comply with all applicable Laws in connection with your use of the Cardholder information, including but not limited to, the tracking of opt- out-of mailing/ emailing preferences, do-not-call registrations and state telemarketing laws/restrictions related to your business.

You may use Cardholder Information only for the time we state along with the Cardholder list we provide to you and that will be different depending on where and how you plan to advertise. We will provide you with the expiration date for the last date that the Cardholder information may be used when you receive the list. Upon expiration of the last date that the Cardholder information may be used, you will delete and/ or destroy all provided information in a way that makes such Cardholder information unreadable, unidentifiable and unable to be recreated.

Any Cardholder information provided to you under this [Section 35](#) is subject to [Section 19](#) of this Instructions and Procedures document which outlines our information security requirements. Your use of the Cardholder information is your agreement to abide by the requirements set forth in this [Section 35](#) and any other applicable provisions of the Agreement.

Section 36: Consumer Credit Card Account Applications and Transactions Over the Telephone

You will not process Consumer Applications or transactions over the telephone under the Program unless otherwise permitted in your Agreement or unless expressly approved by us and you receive separate detailed Instructions and Procedures outlining this process.

Section 37: Internet Shopping Cart Transactions

You will not process Internet shopping cart transactions under the Program unless otherwise permitted in your Agreement or expressly approved by us and you receive separate detailed Instructions and Procedures outlining this process from us.

Section 38: Third Party Platform

You will not process Consumer Applications or transactions using a Third Party platform unless otherwise expressly approved by us and you receive detailed Instructions and Procedures outlining these processes. You may also be required to execute a new Agreement, addendum, or amendment allowing use of the Third Party platform in connection with the Program. This requirement applies to all Third Party platforms regardless of hardware distribution method (e.g. kiosk, tablet, PC, mobile).

Section 39: Email Distribution of the Program Materials

You may only email Consumer Applications and Invoices to a consumer or Cardholder pursuant to Sections 7 and 13 of these Instructions and Procedures. Sending other Program Materials via email to consumers or Cardholders is strictly prohibited unless otherwise agreed to by Wells Fargo in writing.

Exhibit A

Below is a list of **Invoice descriptions** for several special term promotions offered in connection with our Program. **These Invoice Descriptions are NOT to be used for advertising purposes.** See The Advertising Guidelines located on the Merchant Portal **or as otherwise provided to you from time to time** for detailed requirements when advertising financing in connection with our Program. See your Price Sheet for a list of the specific Special Terms Promotions available under your Program.

Please note the following disclosures require you to fill in the appropriate value for each "X."

No Interest if Paid in Full

- **No Interest if Paid in Full within [XX] months with regular monthly payments**

No Interest if Paid in Full within [XX] months with regular monthly payments.

If the purchase balance is **not** paid within [XX] months, interest will be charged to your Account from the purchase date at a rate of XX.XX%.

- **No Interest if Paid in Full within [XX] months with custom monthly payments**

No Interest if Paid in Full within [XX] months with custom monthly payments of [\$XX or XX%].

If the purchase balance is not paid in full within [XX] months, interest will be charged to your Account from the purchase date at a rate of XX.XX%.

- **No Interest if Paid in Full by MM/01/YYYY with custom monthly payments**

No Interest if Paid in Full by MM/01/YYYY with custom monthly payments of [\$XX or XX].

If the purchase balance is not paid in full by MM/01/YYYY, interest will be charged to your Account from the purchase date at a rate of XX.XX%.

Special Rate

- **Special rate with regular monthly payments**

Special Rate of X.XX% APR with regular monthly payments.

- **Special rate with custom monthly payments**

Special Rate of X.XX% APR with custom monthly payments of \$XX. [Dollar]

Special Rate of X.XX% APR with custom monthly payments of X.XX%. [Percentage]

- **Special rate with equal monthly payments**

Special Rate of X.XX% APR with [XX] equal monthly payments.

0% APR for [XX] months, then X.XX% APR for [XX] months. Equal monthly payments required.

Regular Rate

- **Regular Terms**

Regular account terms apply.

Appendix

Instructions and Procedures for Remote Applications and Remote Transactions

Merchant Use Only - Do not distribute to customers

This document provides Instructions and Procedures for using Remote Applications, Remote Transactions, or both. These capabilities are used for any of the following: (1) sending an application to a customer; (2) submitting an authorization; or (3) a charge without the customer being present. These capabilities are available in both the Internet Processing System in the Online Resource Center (www.wellsfargo.com/retailservices) and in Wells Fargo Credit Connect (www.wellsfargo.com/creditconnect).

Instructions for Submitting Remote Applications:

- The customer must provide a valid, personal email address.
- The customer must consent to receive required disclosures electronically (i.e., the Credit Card Agreement and Privacy Notice).
- The customer must provide their E-Sign Consent before the required disclosures can be delivered electronically.
- The customer must review the Credit Card Agreement and the Privacy Notice before they are able to submit their credit application for a decision.
- The customer must provide their electronic signature to submit the application for a credit decision.

Instructions for Submitting Remote Transactions:

- The customer must provide a valid, personal email address.
- The customer must provide E-sign consent to receive the Special Terms and APR Information electronically.

Other Important Information:

You must not require your customer to apply or transact with remote processes if they indicate they do not want to apply or transact in this manner. In lieu of the process outlined above, you must use your company's paper-based credit application or transaction process. When using your company's paper-based application process, it is critical that your customer complete the credit application and receive a copy of the Credit Card Agreement and Privacy Notice. When using your company's paper-based transaction process it is critical that your customer receives a paper copy of the invoice.

To view the status of a Remote Application or Remote Transaction, please visit the Reports tab on the Online Resource Center located at www.wellsfargo.com/retailservices.

Document Storage and Security:

Login to the Online Resource Center at www.wellsfargo.com/retailservices and select the Instructions and Procedures link for information regarding Wells Fargo document storage and security policies.



Contact Us

Please contact your Wells Fargo Relationship Manager or our Client Processing Department at 1-800-551-5111, Monday through Saturday from 8:00 a.m. to 10:00 p.m. or Sunday from 10:00 a.m. to 10:00 p.m. Central Time.

Appendix

Wells Fargo Credit Connect Reference Guide

Merchant Use Only - Do not distribute to customers

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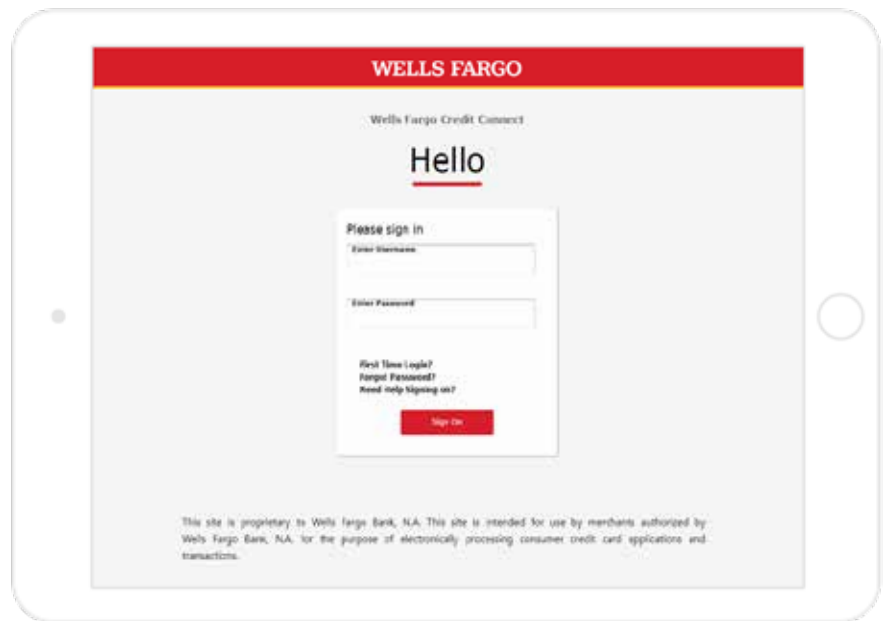
With Wells Fargo Credit Connect wellsfargo.com/creditconnect, it's as easy as a few clicks to complete a digital application on-the-spot when you're with your customer. This process requires an internet connection. This process does not include a Notice of Right to Cancel, if you conduct business outside of your normal place of business (e.g., consumer home, fair, trade show, expo, etc.), you're still required to notify your customers of their rights.

*Paper applications and invoices must continue to be available for those customers who do not agree to receive the terms and conditions electronically or do not have or wish to share their own personal, valid email address.

Sign on

Save the URL as a favorite

Save this URL: wellsfargo.com/creditconnect as a favorite with a name such as “Wells Fargo Credit Connect.” This will help ensure that you are logging into the correct website. Sign on by entering your Username and Password.



Important Considerations

- To accommodate any customer situation, you must have both the paperless and paper-based credit card documents and equipment readily available.
- In situations where the applicant does not provide an email address, you must provide the applicant with a paper Credit Card Account Application packet which includes the Important Terms, Credit Card Agreement, Arbitration Agreement, and Privacy Notice to keep for their records.
- An email address is still required to process a transaction for Authorize Only and Authorize and Charge.

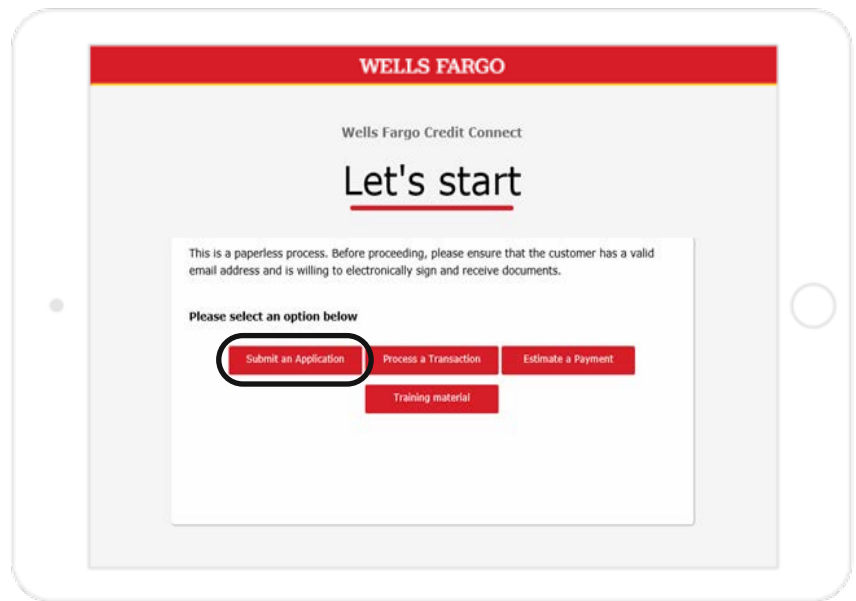
Both requirements must be met in order to use Wells Fargo Credit Connect

- 1 The applicant must be comfortable using your device.
- 2 The applicant must provide an electronic signature and will receive via email the Credit Card Account Application terms and conditions in a form that they can keep.

Submitting an application

Follow all instructions at the top of the screen

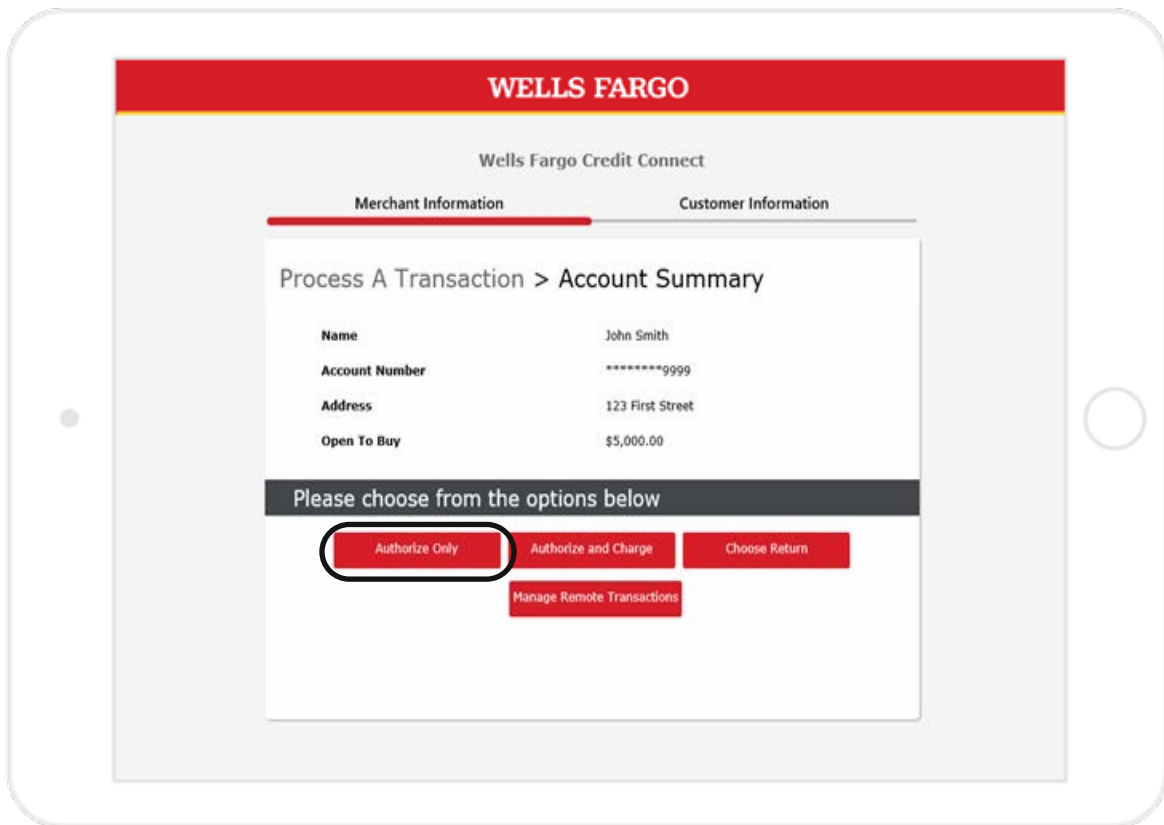
Instructions will indicate who is to complete and/or review the screen. (e.g., Merchant or Customer)



1. Select “Submit an Application”.
2. Read the merchant information about the process and select “Continue”.
3. If applicable, enter a Sales Person ID and Estimated Purchase Price if Known. Select “Continue”.
4. Turn the device over to the customer as they will read through the instructions and select “Continue” to apply for a private label credit card issued by Wells Fargo Bank, N.A.
5. The customer must enter their own valid, personal email address. If the customer does not enter an email address, provide the customer the paper Credit Card Account Application which includes the Terms of the Credit Card Account, the Arbitration Agreement and Privacy Notice for their personal records.
6. If an email address was provided, the customer provides an e-sign consent to receive their agreements and disclosures electronically and proceeds to Step 7. If an email address was not provided, follow your paper-based method.
7. The customer indicates if there is a co-applicant.
8. The customer must enter all required information.
9. The customer must review all of the information to make sure it was entered correctly. If any changes are needed, they can select the Back button and edit the necessary fields before selecting “Continue”.
10. The customer must provide an electronic signature that acknowledges they read, received and agreed to the terms of the Credit Card Agreement, Arbitration Agreement and the Wells Fargo Retail Services Privacy Notice.
11. The customer will turn the device over to you. Verify the customer’s (applicant’s) identity before continuing.
12. The application is submitted for a credit decision. Communicate the displayed credit decision and if approved, available credit line to the customer. If declined, inform the applicant they will receive a notice in the mail from Wells Fargo within 30 days with the reason for the decline. If pending, you may refresh your screen. If after 15 minutes and the application still shows pending, please call into Client Processing at 1-800-551-5111.
13. You may immediately process a transaction on approved applications by selecting either “Authorize Only” or “Authorize and Charge”. Note: If the customer did not provide an email address during the application process, you must use your paper-based method for providing a paper-invoice.

Authorize only

Lets you reserve a portion of the available credit line until the product or service is received by the cardholder.



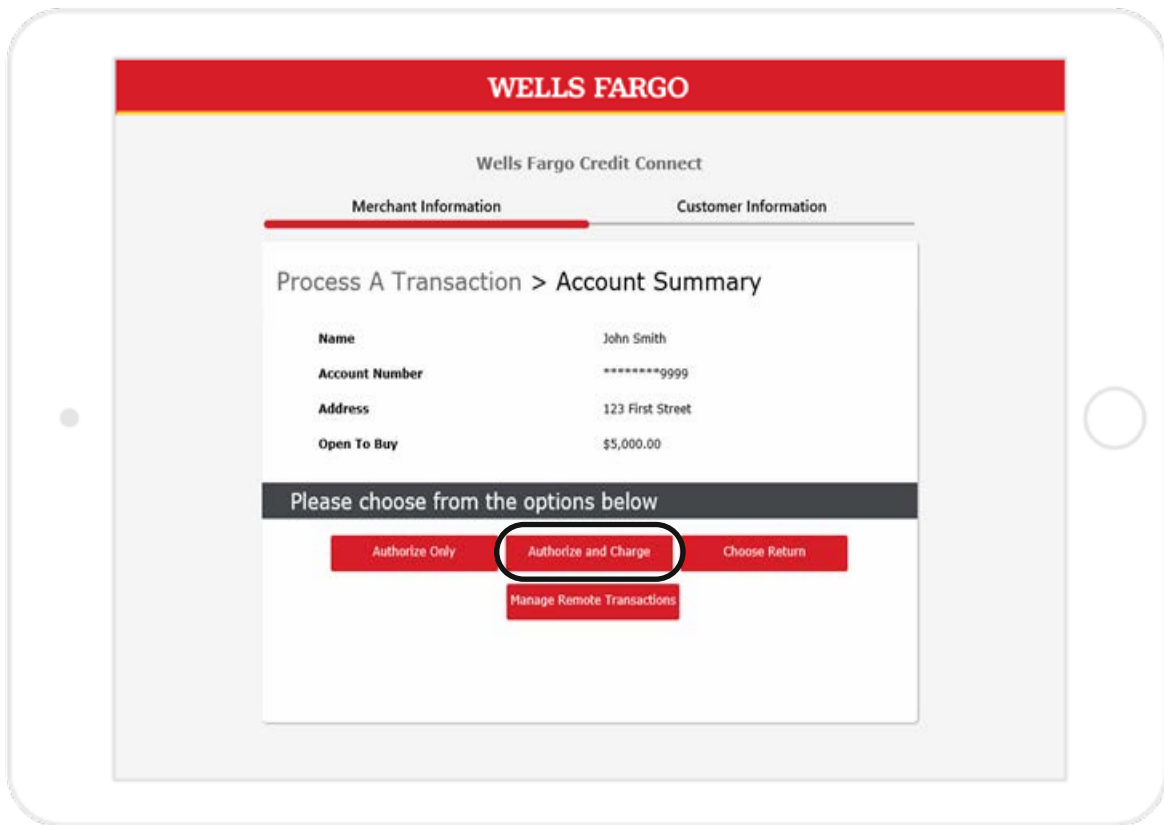
Follow these steps for submitting an “Authorize Only” transaction from the “Application Approved” screen.

Note: If the cardholder (customer) is unable to provide an email address or does not consent to receiving the cardholder Terms and Conditions electronically, follow your paper-based method.

1. Select “Authorize Only”.
2. Complete the required fields of Amount and Plan Number. Ticket Number and Sales Person ID are optional. Select “Continue”.
3. Review authorization for future delivery details to confirm information was entered correctly and select “Continue”.
4. The cardholder must consent to receiving the Cardholder Terms electronically (electronically consenting to the financing terms) and to the authorization and verify all information is correct including their email. A copy of the authorization transaction will be emailed to the cardholder.
5. Once the product/service is received by the customer (cardholder), submit the charge through the Online Resource Center at wellsfargo.com/retailservices using “Charge for Previously Authorized Ticket”.

Authorize and charge

Lets you charge the cardholder's account immediately for a product or service received that day.



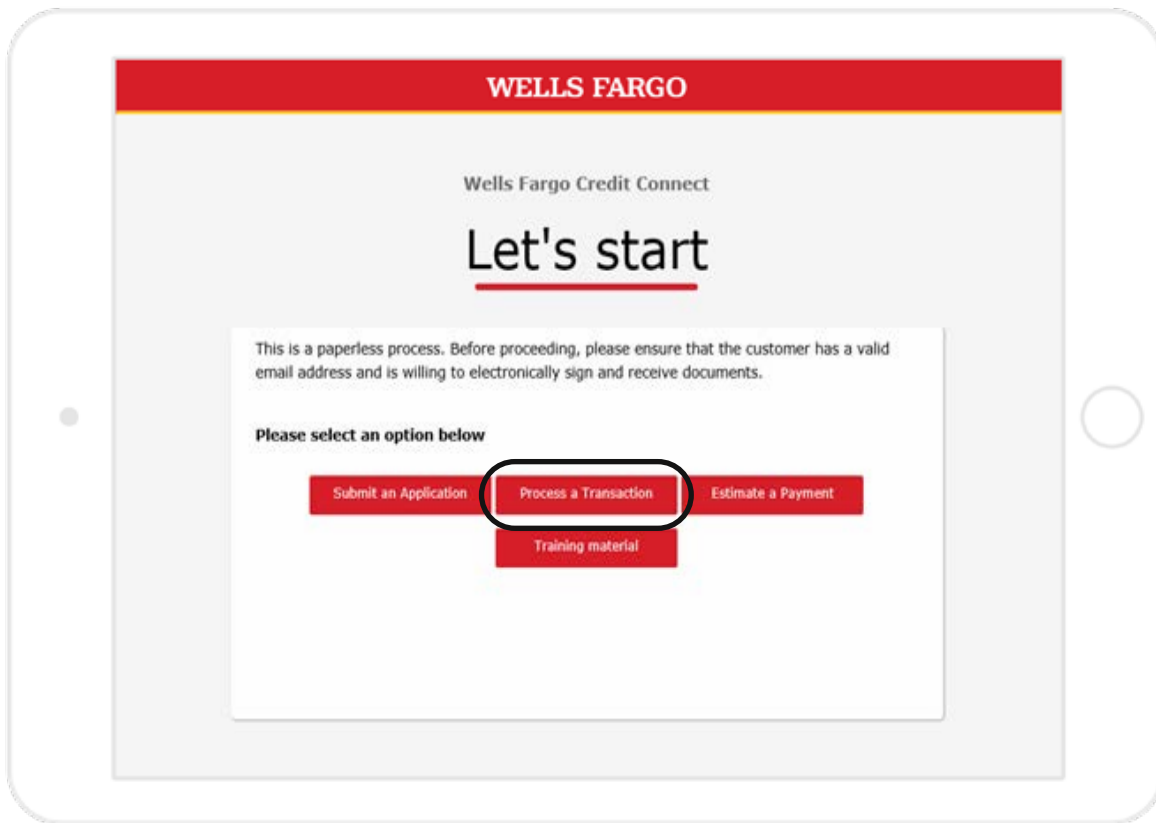
Follow these steps for submitting an “Authorize and Charge” transaction from the “Application Approved” screen.

Note: If the cardholder (customer) is unable to provide an email address, or does not consent to receiving the cardholder Terms and Conditions electronically, follow your paper-based method.

1. Select “Authorize and Charge”.
2. Complete the required fields of Amount and Plan Number. Ticket Number and Sales Person ID are optional. Select “Continue”.
3. Review authorize and charge details to confirm information was entered correctly and select “Continue” (Cardholder has electronically consented to the financing terms).
4. The cardholder must consent to receiving the Cardholder Terms electronically and verify all information is correct including their email. A copy of the charge details will be emailed to the cardholder.

Process a transaction

You may process a transaction on any existing open, active account by looking up the cardholder's account.



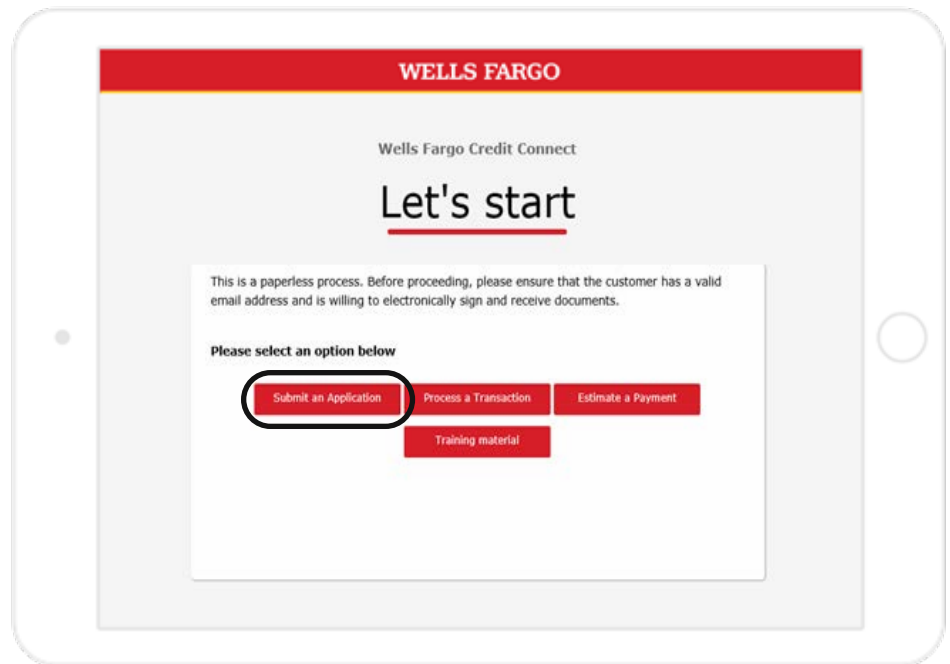
Follow these steps for “Process a Transaction”.

Note: If the cardholder (customer) is unable to provide an email address, or does not consent to receiving the cardholder Terms and Conditions electronically, follow your paper-based method.

1. Look up the cardholder account by entering their 16 digit account number or entering 3 of the 7 cardholder criteria.
2. Choose the desired transaction - “Authorize Only” - reserves a portion of the available credit line until the product or service is received by the cardholder. “Authorize and Charge” - charges the cardholder’s account immediately for a product or service received that day. “Choose Return” - applies a credit to the cardholder’s account. (An email address is not required for “Choose Return” transaction).
3. Follow the remaining steps to process the transaction; don’t submit a charge for payment until the product or service has been received by the cardholder. Exceptions may be allowed, but must be stipulated in your agreement with Wells Fargo (Cardholder has electronically consented to the financing terms).
4. The cardholder will be emailed a copy of the receipt and will include the cardholders’ terms.

Remote applications

Follow all instructions at the top of the screen.

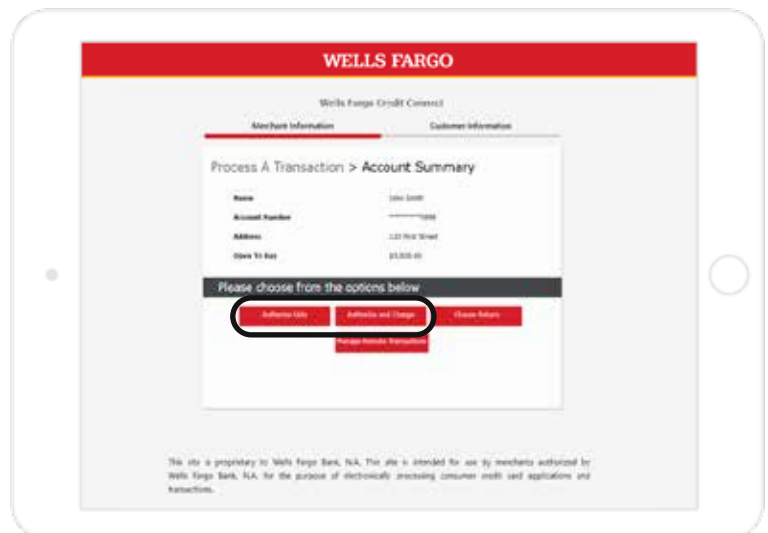
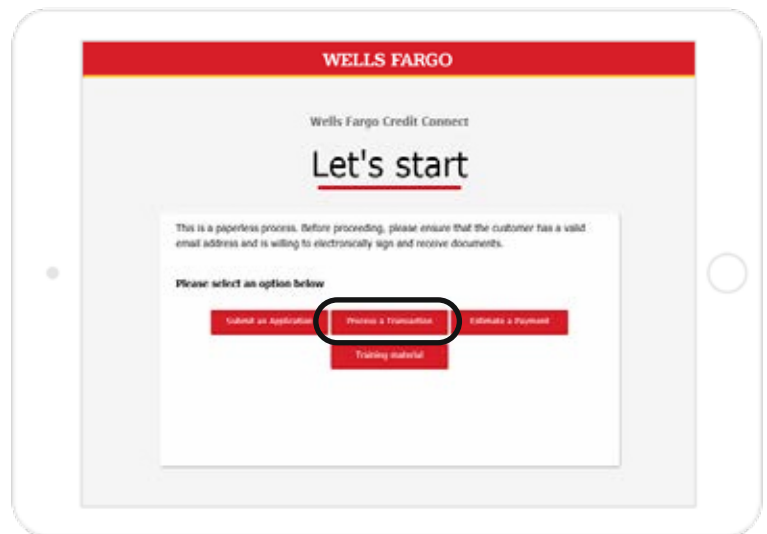


1. Sign on to Wells Fargo Credit Connect at wellsfargo.com/creditconnect.
2. Select “Submit an Application” and review the Merchant Information instructions.
3. Select the Application Delivery Preference. If selecting “Email” advance to step 8. If selecting “In-Person” advance to step 4.
4. Enter the Sales Person ID and Estimated Purchase Price if applicable.
5. Hand the device over to your customer. The customer completes all steps as indicated, including:
 - Enter their personal, valid email address and other personal information as required for a credit decision.
 - Provide an electronic signature agreeing to and receiving the terms and conditions via email.
6. The device is turned over to the merchant, the merchant must verify customer ID and the application is submitted for a credit decision.
7. The credit decision is communicated to the customer. (end of instructions for “in-person application”).
8. Enter the required customer First Name, Last Name and Email. Remaining fields are optional.
9. Select “Continue”.
 - If the email address is valid, the application is now emailed to the customer. (end of instructions for “Email application”).

Remote transactions

Follow these steps to complete Remote Transactions.

1. Select Process a Transaction from the home screen.
2. Use one of the following methods for looking up a customer.
 - Account Number look up
 - 3 out of 7 criteria
3. Select “Authorize Only” or “Authorize and Charge” depending on if the work is being completed the same day or on a future date.

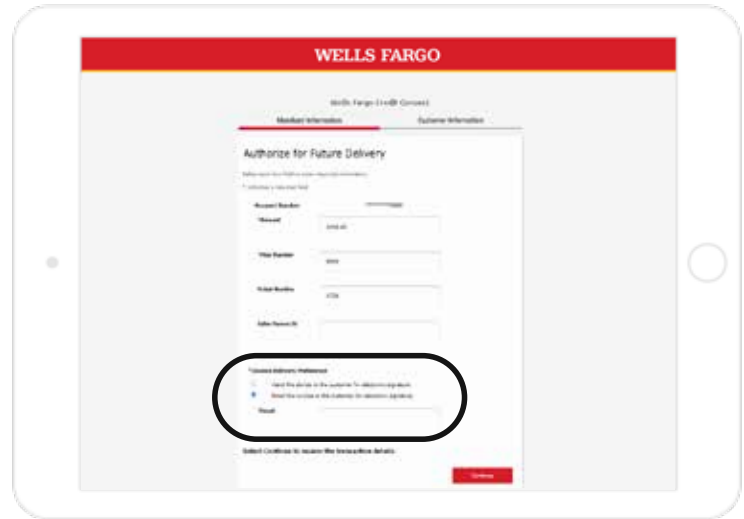


1. Select each text field to enter required information and choose the proper Invoice Delivery Preference and select “Continue”.
2. Review Authorization to make sure all customer information was entered correctly and select “Submit”.
3. The transaction will not be processed until the customer completes the electronic signature. The customer must review and agree to the transaction detail and cardholder terms presented. When selecting the email option, enter the customer’s personal email address and select “Continue” to send.
 - The customer must review and agree to the transaction detail and Cardholder Terms presented. For existing accounts, we are already delivering the cardholder terms. The customer must enter their personal, valid email for the Cardholder Terms and Financing Terms to be sent to. The customer must “Agree or Disagree” to the transaction details, Financing Terms and Cardholder Terms. The customer must agree that the transaction is under their Credit Card Agreement with Wells Fargo Bank, N.A.
4. Transaction is complete. Please hand the device back to the merchant.



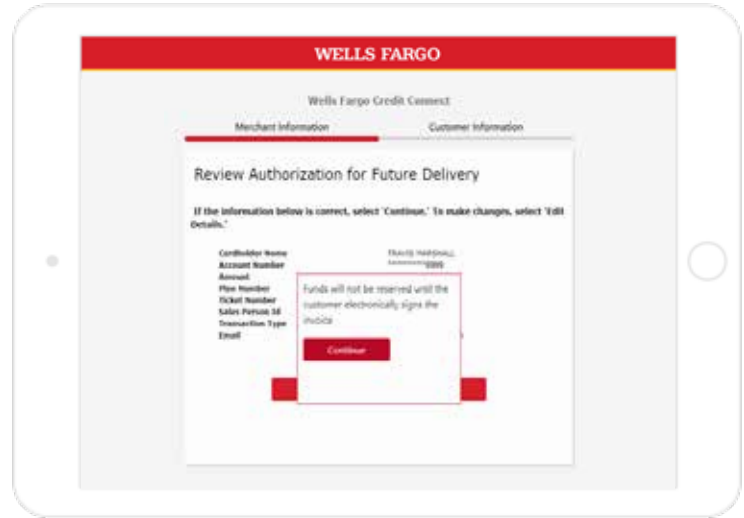
Remote transactions (Email option for delivery preference)

1. Enter the required information and select the Email option for Invoice Delivery Preference.
2. Enter the customer’s personal, valid email address and select “Continue”.

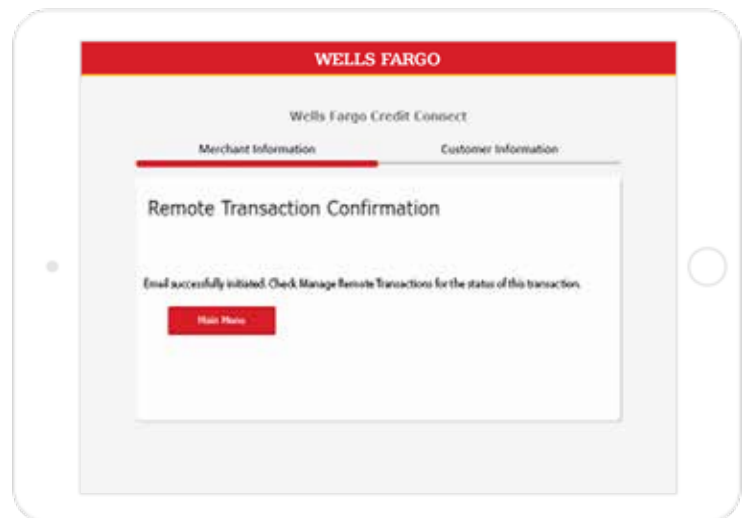


Review the authorization for accuracy, make edits if necessary, and select “Continue”.

Select “Continue” to acknowledge that funds will not be reserved until the customer electronically signs the invoice.



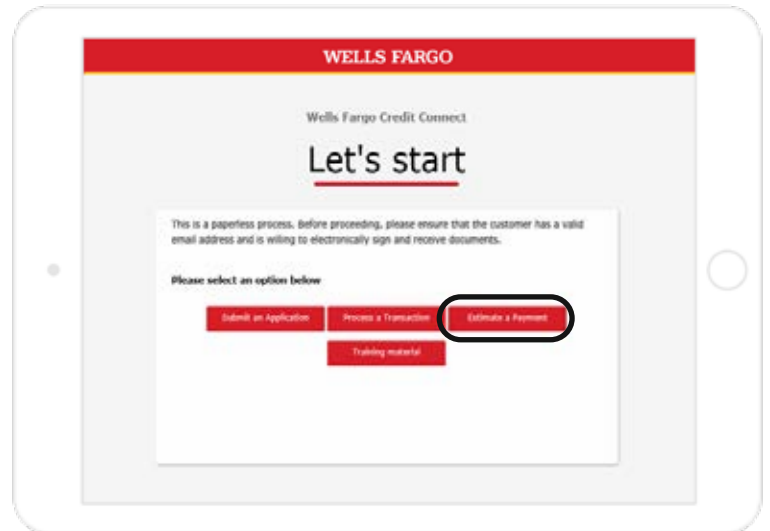
A Remote Transaction Confirmation screen will appear. If successful, the email is delivered to the customer. If the email was undelivered, the transaction will not go through. Verify that you have the customer’s correct email address and resubmit the transaction.



Estimate a payment

You have the ability to calculate up to 3 estimated payments. You may also view the estimated payments in a PDF document which can be printed, saved or emailed to the customer.

1. Complete all required fields. You may build up to 3 payment estimates..
2. Estimates will default to a Title of Option 1, Option 2, and Option 3. You may enter a different title for more customization.
3. Enter estimate information including amount to finance and four-digit plan number.
4. Your merchant information will automatically display. Edit the fields as necessary.
5. Select “Calculate Payment”.
6. Use option buttons to go back and forth between options. Use the back arrow to modify the Amount to Finance and/or Plan Number.
7. Select “View PDF” at the bottom of the screen to open the estimated payment information as a PDF document. The PDF document can be printed, saved or emailed to the customer with all estimated payment information and necessary disclosures. You may also begin the application process if the customer is ready for that step after viewing the payment estimator options.

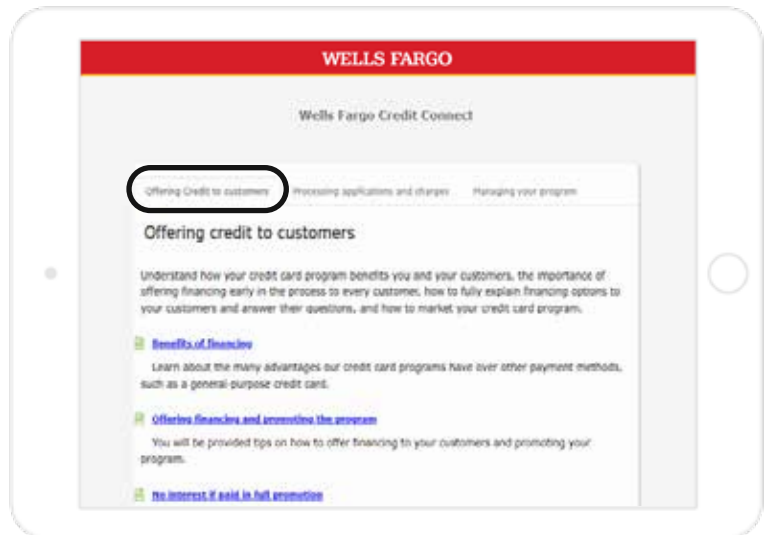
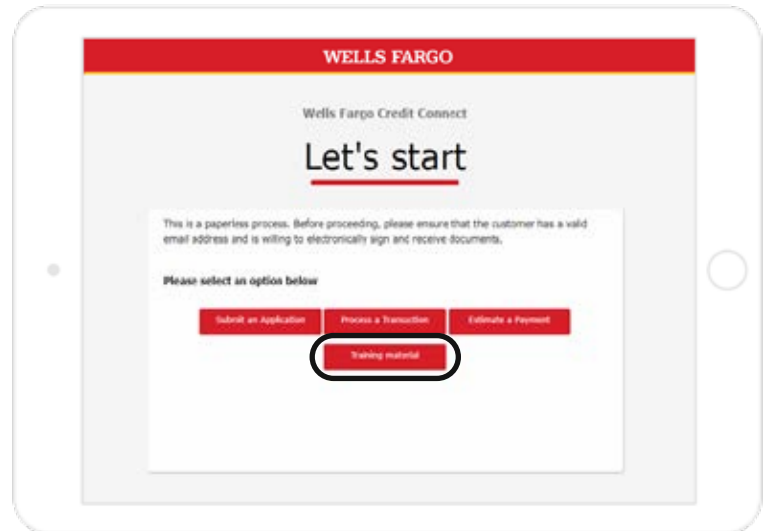


Training material

Take your business to the next level by learning all you can about offering credit, processing transactions, and managing the credit card program.

Follow these steps to obtain training materials from the home screen

1. Select “Training material”.
2. Select the category tab you would like more information about.
3. Select the training document title to open the document and view the PDF file.



Other questions?

If you have questions, please call our Client Processing department at 1-800-551-5111, Monday through Saturday from 8:00 a.m. to 10:00 p.m. or Sunday from 10:00 a.m. to 10:00 p.m. Central Time.

We accommodate telecommunications relay service calls.