Important Terms of Your Credit Card Account

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**Fees**

| Annual Fee | None |
| Penalty Fees | None |
| **Late Payment** | Up to $40.00 |
| **Returned Payment** | Up to $40.00 |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your Agreement for more details.

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

**How We Will Calculate Your Penalty Fees:** The fee will be the lesser of the Minimum Payment Due or $29.00. For any subsequent event within a rolling six billing cycle period, the fee will be the lesser of the Minimum Payment Due or $40.00.

The information about the cost of credit described in this Agreement is accurate as of November 2021. This information may have changed after that date. To find out what may have changed, call us at 1-800-459-8451.

**ARBITRATION AGREEMENT**

**Binding Arbitration.** You and Wells Fargo Bank, N.A. (the “Bank”), including the Bank’s assignees, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors, agree that if a Dispute (as defined below) arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. However, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate all other disputes with its consumer customers. A “Dispute” is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to your Credit Card Account (“Account”) or related services. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account.

You understand and agree that you and the Bank are waiving the right to a jury trial or trial before a judge in a public court. As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within that court’s jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

**Arbitration Procedure; Severability.** Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in a private attorney general capacity. Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the “Arbitration Administrator”), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (“AAA Rules”). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. You and the Bank (the “Parties”) agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable, or invalid, the laws of the state of South Dakota. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

**Rights Reserved.** This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including settingoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of the Account or any other relationship between you and the Bank.

**Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. The Bank will pay any costs that are required to be paid by the Bank under the Arbitration Administrator’s rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any Dispute presented, the Bank will reimburse you for arbitration filing fees you have paid up to $700.00. Unless applicable law states otherwise, each party will pay their own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

**Military Lending Act:** The Arbitration Agreement does not apply to you if you are covered by the Military Lending Act nor do any provisions that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act. Please see The Military Lending Act Notice in the Agreement for more information.
You promise that you will use your Account only for lawful personal, family or household purposes. The related interest and fee terms will be given to you when you receive the Credit Access Device(s).

We may provide you with Credit Access Device(s) to access your Account. A Credit Limit is the amount of credit we will extend to your Account. Your Credit Limit is provided with your Card and on your statement. For more information, visit us online at wells Fargo.com/cardholders.

**OVERVIEW OF ACCOUNT.** Your Account may be divided into two or more balances. These balances may also be referred to as subaccounts. Different terms may apply to different balances.

**USING YOUR ACCOUNT.** You may use your Account for purchases. Purchases will be part of the regular balance unless a Sales Slip shows that Payment in Full/Equal Payments apply. If special terms apply, the purchase will be part of a special terms balance. Special terms are described later in this Agreement (see Special Terms section).

You promise that you will use your Account only for lawful personal, family or household purposes. In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business. We are not responsible if anyone does not allow you to use your Account.

**PAYMENT PROMISE.** When you use your Account, or let someone else use it, you promise to pay the total amount of the purchase, as well as any interest, fees or other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay your Account in full.

**CREDIT LIMIT.** We will assign a Credit Limit to your Account. A Credit Limit is the amount of credit we will extend to your Account. Your Credit Limit is provided with your Card and on each of your statements. You promise to use your Account only to the Credit Limit. If you exceed your Credit Limit, we may authorize the transaction without increasing your Credit Limit. If you exceed your Credit Limit, you will remain liable for all amounts payable under this Agreement. We can adjust your Credit Limit at any time.

**CHARGE INTEREST.** We may provide you with Credit Access Device(s) to access your Account. The related interest and fee terms will be given to you when you receive the Credit Access Device(s).

**FEES AND INTEREST.** Fees are payable in the amounts indicated below. We may change this list of fees at any time. Fees are charged to your Account, unless balances with Regular Payment Terms increase above the current Combined Balance. The new Combined Balance is figured on the first statement closing date after any balance with Regular Payment Terms is established. The Combined Balance does not change unless balances with Regular Payment Terms increase above the current Combined Balance. The payment for balances with Regular Payment Terms will be the greater of:

- $40.00 (or the sum of balances with Regular Payment Terms if it is less than $40.00); or
- 3.5% of the Combined Balance; or
- The sum of balances with Regular Payment Terms, fees assessed during the current Billing Cycle, and 1% of the Combined Balance.

**PAYMENT INSTRUCTIONS.** Follow these instructions when making a payment:

- Make your payment in U.S. dollars, but do not send cash.
- If you make a payment by mail, please include the Payment Stub with your payment. Use the envelope enclosed with your statement to mail both documents to the Payment Address. Payments must be received by 5:00 p.m. local time at the Payment Address will be credited as of the date of receipt. Payments received after the 5:00 p.m. cut-off time will be credited as of the next day. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, those funds may be withdrawn from your Account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your statement also explains how information on your check is used.
- If you make a payment online, it must be made via our website, which is shown on your statement. The cut-off time for online payments will be disclosed at the time of the transaction.

If you do not follow these instructions, your payments may not receive credit for up to five days after we receive it.

Some of your available line of credit may be held, at our discretion, until your payment is honored.

**IRREGULAR PAYMENTS.** We may accept late payments, partial payments or payments that reflect “paid in full” (or other restrictive language), without losing our rights to receive full payment. If you tell us that you want to pay your Account in full with an amount less than the Outstanding Balance, payments must be sent to us at Wells Fargo Bank, N.A., P.O. Box 14453, Des Moines, IA 50306.
APPLICATION OF PAYMENTS. We apply payment amounts equal to or less than the Minimum Payment Due at our discretion. We apply any payment amounts in excess of the Minimum Payment Due as follows:

• First, to balances with No Interest if Paid in Full terms during the two full Billing Cycles immediately preceding expiration of the special terms period. Otherwise, for purposes of this section only, these balances are considered to have an APR of 0%.

• Then to balances with higher APRs before lower APRs.

Any payment in excess of the Minimum Payment Due is applied based on the balances reflected on your last statement. We post payments in the Billing Cycle they are received.

Other Information

CANCELLATION. We may close your Account at any time and for any reason. You may also cancel your Account at any time by contacting us. If that happens, you must still repay the balance owed according to the terms of this Agreement. If we close the account, notice may be provided to only one Account Holder.

AUTHORIZED USERS. If we permit authorized users on your Account, you may request additional Cards for authorized users. You are responsible for all charges (including related interest and fees) made by the authorized user. If you want to end an authorized user’s privilege to use your Account, before you can process the request, you must:

• Recover and destroy that person’s Card. If you do not recover and destroy the Card, you will continue to be liable for any charges made after you advised us of your wish to cancel the privileges, unless you tell us to cancel all Cards and establish a new Account for you.

• You must notify us of your request by contacting us at the phone number or address shown on your statement.

In general, an authorized user is not obligated on this Account and is not liable for any Outstanding Balance or any other charges made by you or by any other authorized user. Each authorized user’s privilege ends automatically upon the death of all account holders. If any person uses the Card, such use indicates his or her agreement to pay us, and we may, at our discretion, pursue the person for payment of any Outstanding Balance or any other charges that relate to the use of the Card.

• You must notify each authorized user that they are subject to all applicable sections of this Agreement.

CONTACTING YOU. By providing us with any phone number, you are expressly consenting permission to contact you at that number about all of your Wells Fargo accounts. You give consent to allow us to contact your past, present and future phone service providers to verify the information you have provided against their records. You agree that your phone service providers may release to us any phone numbers you have supplied to the name, address, and status on their records. In order for us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and reasonably believe we can reach you. We may use any means to contact you. This may include contact from companies working on our behalf to service your accounts. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages and calls to your mobile, wireless or similar device or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You are responsible for any service provider charges as a result of us contacting you. You agree to pay for those charges if we notify you of our intent to contact you and provide an opportunity to stop the contact.

• You may request that we do not contact you about your personal and/or Account information if you provide us with a request in writing. You may make such request by contacting us at 1-800-459-8451 or P.O. Box 10347, Des Moines, IA 50306. You agree to aid us in our investigation of the matter. If you do this, you will not be held liable for the unauthorized use of your Account.

DEFAULT. Your Account will be in default if any of the following occur:

• You fail to pay the Minimum Payment Due by the Payment Due Date.

• Any payment is dishonored.

• You violate the terms of this Agreement.

• You made an untrue statement on your application.

• You file for bankruptcy.

If this is a joint Account, a default by one of you will be a default by all of you. If your Account is in default, our rights include, but are not limited to, refusing to authorize further transactions, closing your Account, and requiring the immediate payment of the Outstanding Balance. If your Account is in default, you also agree to pay our collection costs, attorney’s fees, and costs of collection.

GOVERNING LAW. Federal law and the laws of South Dakota govern this Agreement and your Account.

CHANGE IN TERMS. We may change this Agreement at any time. These changes may apply to existing and future balances. We will give you advance written notice of the change(s) and a right to reject the change(s) if required by law. We may require you to close your Account or take other actions if you reject the changes.

Effect of This Agreement. Terms may be changed or cancelled at any time, at our discretion, without notice to you or without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other.

SEPARATION OF UNLAWFUL PROVISIONS. If any provision of this Agreement is determined to be unlawful, the rest of the Agreement will stand and the unlawful provision will be deemed amended to conform to law.

INFORMATION SHARING. You authorize us to share your personal and/or Account information with nonaffiliates. Nonaffiliates include Merchants, their affiliates, their service providers, and program sponsors (“sponsors”). A sponsor is a franchisor, manufacturer, distributor of goods or an association of retail sellers. Sponsors have arrangements with us to make credit card programs available to Merchants associated with the sponsor. Federal or state laws may limit our ability to share your personal and/or Account Information with nonaffiliates even though we have given us this authorization. We comply with these federal and state laws. Please refer to the Wells Fargo Retail Services Privacy Notice for more information about how we collect, share, and protect your information, as well as how you may limit some, but not all, information sharing.

CREDIT INFORMATION. You promise that any information you give us to connect with your Account is true and complete. You understand that we rely on this information to open your Account and extend credit to you. You authorize us to investigate your credit, employment, assets, and income records and to verify your credit qualifications. You also authorize us to obtain credit reports on you from time to time.

INFORMATION REPORTING. You agree that we may report your performance, status, and history under this Agreement to consumer reporting agencies. If you request additional Cards on your Account, you understand that we may report Account information in your name as well as in the names of those additional cardholders. If you fail to comply with the terms of the Account as defined in this Agreement, it will be furnished to the credit reporting agencies and it could cause a negative reference on your credit report and the credit reports of any additional cardholders. You have the right to dispute the accuracy of information that we report. You may do this by writing to us at Wells Fargo Bank, N.A., P.O. Box 10347, Des Moines, IA 50306 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

ASSIGNMENT. We have the right to assign your Account to another creditor. The other creditor is then entitled to any rights we assign to them. You do not have the right to assign your Account.

SECURITY INTEREST. You grant us a purchase-money security interest under the Uniform Commercial Code in the goods purchased on your Account. We will retain the purchase-money security interest until such goods are paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest.

Special Terms

These terms apply to Special Terms.

SPECIAL TERMS. We may allow you to make purchases at special terms. If a Sales Slip shows special payment terms, then the purchase will be governed by the special terms and the terms of this Agreement. You accept the special terms by making the purchase. A Sales Slip will state the length of the special terms period, if any. Separate purchases with the same special terms may be included in the same special terms balance. If special terms balances are combined, this may increase the payment for that balance. If the balance is not paid in full before the end of the No Interest or No Interest if Paid in Full period, the balance (and any deferred interest) will be transferred to your regular balance.

SPECIAL INTEREST TERMS. A Sales Slip may indicate that one or more of the following special interest terms applies. Except for No Interest balances, we will use the same method to calculate interest as described above in How We Calculate Interest—Average Daily Balance Method (Including New Purchases).

• No Interest. This means there is no interest charge on the purchase balance until the end of the special terms period. You may avoid interest on the balance by paying it in full before the end of the special terms period.

• No Interest if Paid in Full. This means we calculate interest on the purchase balance. This amount is called the deferred interest charge. The deferred interest charge will not be added to the balance unless you do not pay the balance in full by the end of the special terms period. You may avoid interest on the balance by paying it in full before the end of the special terms period.

The following No Interest if Paid in Full special terms promotion may be offered to you:

No Interest if Paid in Full with most timely payments

If the purchase balance is not paid in full within the special terms period, interest will be charged to your Account from the purchase date at a rate of 28.99%. This special terms promotion may be offered for periods of 6-18 months. This special terms promotion will be identified on your statement as “NO INT IF PD IN FULL.” The Special Terms End Date will disclose the duration of the special terms.

• Special Rate. This means the APR shown on the Sales Slip will be used to figure interest on the purchase balance. A special rate of 0% APR may be advertised as a “no interest” special terms promotion.

SPECIAL PAYMENT TERMS. A Sales Slip may indicate that one or more of the following special payment terms apply.

• Payment in Full/Equal Payments. This means the payment is the amount required to pay the initial purchase balance shown on your statement in full during the special terms period. The special payment terms are an estimate assuming required monthly payments are made on the payment due date; no other payments are currently carried or will be added to the account; and no additional charges are or will be added to the account. Because your actual account activity may be different than the assumptions used, or because of rounding, the number of payments or the final payment amount could be different.

• Custom Payments. This means the payment is a set dollar amount or a fraction or percent of the highest balance of this type on any statement closing date. The payment will not change unless, on a future statement closing date, the balance increases above the highest balance of this type.

INTERPRETER CERTIFICATION. This certification applies if you chose to discuss with us or the merchant the terms and conditions of your account in Spanish, Chinese, Korean, Vietnamese, or Tagalog. By signing the credit card application, using or otherwise accepting the Card or related Account issued to you, you certify to Wells Fargo Bank, N.A. (us) that: (1) You have received and discussed this Agreement with your interpreter and merchant; (2) the interpreter has been given an opportunity to discuss and negotiate with us or the Merchant the terms and conditions contained in these enclosed documents; (2) Your interpreter is at least 18 years old and is fluent both in English and in the language in which you chose to discuss with us or the Merchant the terms and conditions of your Account, and is not employed by or made available through the Merchant; (3) You understand and agree to the terms and conditions contained in these enclosed documents as written.
CERTIFICACIÓN DE INTÉRPRETE. ESTA CERTIFICACIÓN SE APLICA SI USTED ELIGIO CONVERSAR CON NOSOTROS O CON EL COMERCIO SOBRE LOS TÉRMINOS Y CONDICIONES DE SU CUENTA EN ESPAÑOL, CHINO, COREANO, VIETNAMESA O TAGALOG.

Al firmar la solicitud de tarjeta de crédito, utilizar o aceptar de otro modo la Tarjeta o la Cuenta relacionada, debo, si le ha sido proporcionada a Wells Fargo Bank, N.A. (nosotros) que: (1) Usted ha recibido y analizado este Contrato con su intérprete, y que usted y su intérprete han tenido la oportunidad de analizar y negociar con nosotros o con el Comercio los términos y condiciones contenidos en estos documentos adjuntos; (2) Su intérprete tiene por lo menos 18 años y habla con fluidez en inglés e idioma en el idioma que usted ha elegido analizar con nosotros o con el Comercio los términos y condiciones de este Contrato; (3) Usted le ha permitido ofrecer sus servicios a través del Comercio; (4) Usted entiende y acepta los términos y condiciones contenidos en estos documentos adjuntos tal como se encuentran redactados.

Técnico certificado, si su intención es hablar con nosotros o con el comercio sobre sus cuentas y el contenido de esta solicitud, certifica de manera veraz que (1) ha recibido y analizado este contrato con el intérprete designado por usted y su intérprete no es empleado ni ofrece sus servicios a través del Comercio; (2) Su intérprete tiene por lo menos 18 años y habla con fluidez en inglés e idioma en el idioma que usted ha elegido analizar con nosotros o con el Comercio los términos y condiciones de este Contrato; (3) Usted le ha permitido ofrecer sus servicios a través del Comercio; (4) Usted entiende y acepta los términos y condiciones contenidos en estos documentos adjuntos tal como se encuentran redactados.

El intérprete, si su intención es hablar con nosotros o con el comercio sobre sus cuentas y el contenido de esta solicitud, certifica de manera veraz que (1) ha recibido y analizado este contrato con el intérprete designado por usted y su intérprete no es empleado ni ofrece sus servicios a través del Comercio; (2) Su intérprete tiene por lo menos 18 años y habla con fluidez en inglés e idioma en el idioma que usted ha elegido analizar con nosotros o con el Comercio los términos y condiciones de este Contrato; (3) Usted le ha permitido ofrecer sus servicios a través del Comercio; (4) Usted entiende y acepta los términos y condiciones contenidos en estos documentos adjuntos tal como se encuentran redactados.

El intérprete, si su intención es hablar con nosotros o con el comercio sobre sus cuentas y el contenido de esta solicitud, certifica de manera veraz que (1) ha recibido y analizado este contrato con el intérprete designado por usted y su intérprete no es empleado ni ofrece sus servicios a través del Comercio; (2) Su intérprete tiene por lo menos 18 años y habla con fluidez en inglés e idioma en el idioma que usted ha elegido analizar con nosotros o con el Comercio los términos y condiciones de este Contrato; (3) Usted le ha permitido ofrecer sus servicios a través del Comercio; (4) Usted entiende y acepta los términos y condiciones contenidos en estos documentos adjuntos tal como se encuentran redactados.

The Military Lending Act Notice: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the costs of consumer credit to a member of the Armed Forces and his or her spouse, dependent, or other person acting on behalf of a member of the Armed Forces, may be liable for all amounts extended under this Account to any joint applicant.

What To Do If You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at: Wells Fargo Bank, N.A.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

IN OHIO: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

IN WISCONSIN: If you are applying either individually or jointly with someone other than your spouse, please contact us immediately at: 1-855-412-2787 and provide us with the name and address of your spouse. We are required by law to inform your spouse that you have opened an account with us. Also, please note that no provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stat.), separate credit history, or any similar agreement shall be given effect if it adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.

Your Billing Rights: Keep This Document For Future Use: This notice tells you about your rights and your responsibilities under the Fair Credit Billing Act.

What Will Happen After We Receive Your Letter: When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

• You are entitled to the调拨 in amount to the account, or report you as delinquent on that amount.
• The charge in question may remain on your statement.

We can apply any unpaid amount against your credit limit.

After We Finish Our Investigation, One Of Two Things Will Happen:

• If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
• If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees.

We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We may not report you as delinquent without also reporting that you are questioning your bill.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.