

1 STROOCK & STROOCK & LAVAN LLP  
 2 JULIA B. STRICKLAND (State Bar No. 083013)  
 3 MARCOS D. SASSO (State Bar No. 228905)  
 4 ERICK K. KUYLMAN (State Bar No. 313202)  
 5 2029 Century Park East, Suite 1600  
 Los Angeles, California 90067-3086  
 Telephone: 310-556-5800  
 Facsimile: 310-556-5959  
*lacalendar@stroock.com*

6 Attorneys for Defendant  
 7 CITIBANK, N.A.

**FILED**

**FEB 28 2018**

CLERK, U.S. DISTRICT COURT  
 EASTERN DISTRICT OF CALIFORNIA  
 BY \_\_\_\_\_  
 DEPUTY CLERK

8 **UNITED STATES DISTRICT COURT**  
 9 **EASTERN DISTRICT OF CALIFORNIA**

11 VINCENT CHETTY,  
 12  
 13 Plaintiff,

14 vs.

15 CITIBANK, NATIONAL ASSOCIATION,  
 16 AND DOES 1 THROUGH 100 INCLUSIVE,  
 17 Defendants.

Case No. 2:18-cv-00125-JAM-EFB

[Assigned to the Honorable John A. Mendez]

18 **STIPULATION TO STAY ACTION AND**  
 19 **ARBITRATE ALL CLAIMS**

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 STIPULATION TO STAY ACTION AND ARBITRATE ALL CLAIMS



STROOCK & STROOCK & LAVAN LLP  
2029 Century Park East  
Los Angeles, California 90067-3086

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**ECF Signature Certification**

I hereby certify that the content of this document is acceptable to Elliot Gale, counsel for Plaintiff, and that I have obtained Mr. Gale's authorization to affix his electronic signature to this document.

Dated: February 21, 2018

/s/ Marcos D. Sasso  
Marcos D. Sasso

**CERTIFICATE OF SERVICE**

I hereby certify that, on February 21, 2018, a copy of **STIPULATION TO STAY ACTION AND ARBITRATE ALL CLAIMS** was filed electronically and served by U.S. Mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by facsimile to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's EM/ECF System.

*/s/ Marcos D. Sasso*  
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Marcos D. Sasso

STROOCK & STROOCK & LAVAN LLP  
2029 Century Park East  
Los Angeles, California 90067-3086

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CERTIFICATE OF SERVICE

**EXHIBIT 1-A**



PO Box 6705  
Sioux Falls, SD 57117-6705



VINCENT VIMAL CHETTY

SACRAMENTO CA 95823-5811

### Your new Costco Anywhere Visa® Card by Citi will soon be on its way

We are writing to inform you that your Costco card from American Express® is being transferred to Citibank. On June 20, 2016, your current Costco card from American Express ending in 71003 will be replaced by the new Costco Anywhere Visa Card. **Until June 20, please continue to use your current card** and direct any payments or billing inquiries to American Express. **Your new Costco Anywhere Visa Card will be sent within the next 6 - 8 weeks. This new card will be available for use on June 20.** When your new card arrives, please follow the included activation instructions so that it will be ready to use starting June 20.

Enclosed are your **Facts about Interest and Fees (Fact Sheet)** and **Card Agreement**, as well as the **Costco Cash Rewards Terms and Conditions** that will apply to your account on **June 20, 2016**. Please read this information carefully.

#### Important information about your Citi account — effective June 20, 2016

##### Changes to Your APRs, Interest Charges, Fees and Minimum Payment Due Include:

- Balance Transfer APR 15.49%\* for transfers completed by 08/20/2016
- Penalty APR† Up to 29.99%\*
- Minimum Interest Charge \$0.50
- Balance Transfer Fee \$5 or 3%, whichever is greater
- Cash Advance Fee \$10 or 5%, whichever is greater
- Foreign Transaction Fee 3%
- How We Calculate Your Balance **Daily Balance Method** (See Section 3 of the Card Agreement for more details)
- How We Calculate Your Minimum Payment Due **See Section 5 of the Card Agreement for more details**

\* APRs noted above will vary with the market based on the Prime Rate, which is 3.50% as of 04/01/16.

† Penalty APR may be applied if you have a late/returned payment and may be applied indefinitely. Refer to Section 3 of your Card Agreement for details.

For full pricing information, see the enclosed **Facts about Interest and Fees document (Fact Sheet)** and **Card Agreement**.

#### Your Existing Balances, Promotional Offers and New Purchases

- Any existing balances from your Costco card from American Express will remain at their current APRs. — Existing balances subject to interest will be calculated using the Daily Balance Method.
- New purchases starting June 20, will be subject to the standard purchase APR of 15.49%.
- Any current promotional APR offers outstanding on your account will be honored in accordance with the terms disclosed in the promotional offer.

#### Your New Payment Due Date (to be reflected on your first statement from Citi)

- When you receive a statement from American Express, you should direct your payments to American Express by mail, phone, or online. When you receive a statement from Citi, payments can be made by sending payment to: PO BOX 78019, Phoenix, AZ 85062-8019 or online once you register for Citi Online at [citi.com/CostcoSetup](http://citi.com/CostcoSetup).
- Your new Payment Due Date will now be at least **23 days** after the close of each billing cycle. It will be the same as or close to your current Payment Due Date and will remain the same each month going forward.



**Please see the reverse side for more information — including your new Costco Cash Rewards!**

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**Starting on June 20, your new card will also feature a new and exciting rewards program:**

**New Costco Cash Rewards**

- 4% cash back on eligible gas worldwide, including gas at Costco, for the first \$7,000 per year and then 1% thereafter
- 3% cash back on restaurant and eligible travel purchases worldwide
- 2% cash back on all other purchases from Costco and Costco.com
- 1% cash back on all other purchases

*For full terms and conditions, see enclosed Costco Cash Rewards Program Terms.*

**How will the new Costco Cash Rewards affect my current rewards program?**

Any rewards earned with your current card will automatically transfer to your new Costco Anywhere Visa Card account on June 20, 2016. Until then, continue to use your Costco card from American Express as your Costco membership card and for purchases in the warehouse and elsewhere.

## ANSWERS TO FREQUENTLY ASKED QUESTIONS

**How long can I continue to use my Costco card from American Express?**

You can use your Costco card from American Express until June 20, 2016 — both at Costco and wherever American Express is accepted. Your new Costco Anywhere Visa Card will be available for use on June 20, 2016.

**Do I have to apply for my Costco Anywhere Visa Card? Will it still be my Costco membership card?**

You do not need to apply. Your new Costco Anywhere Visa Card will arrive in the next 6–8 weeks, and replace your current card on June 20, 2016. It will act as your Costco membership card.

**What happens to the rewards I earned with my Costco card from American Express?**

You will continue to earn rewards from American Express through June 19, 2016. Rewards earned in 2016 will be transferred and included in your February 2017 rewards coupon.

**What do I need to do once I receive my new card?**

When your new card arrives, simply:

- **Follow the activation instructions included with your new card so that it will be ready to use starting June 20.**
- **Continue to use your current card until June 20, when your new card will be accepted at Costco and everywhere Visa® is accepted worldwide.**
- **On June 20, contact service providers/online merchants who automatically bill your account to inform them of your new card number and expiration date.**

**If I have additional Card Members who are authorized users, will they remain on my account?**

The authorized users will remain on your account and their cards will be sent to you at the basic card member address for use on June 20, 2016. However, please note there will be no spend limits on the authorized user cards and if you would like to set spending limits on them, please call Citi after June 20, 2016.

**Where do I direct my payments?**

When you receive a statement from American Express, you should direct your payments to American Express by mail, phone, or online. When you receive a statement from Citi, payments can be made by sending your payment to: PO BOX 78019, Phoenix, AZ 85062-8019 or online once you register for Citi Online at [citi.com/CostcoSetup](http://citi.com/CostcoSetup).

**I use Autopay and/or scheduled payments. What happens next?**

Autopay payments and scheduled payments that are scheduled to occur after June 18, 2016 will be cancelled by American Express. If you use Autopay and/or scheduled payments, any payments due to American Express after June 18, 2016 should be paid using another payment option. After June 20, 2016 Citi will provide information for future payment options.

**Where can I find more information on my new card?**

Just go to [citi.com/WelcomeCostco](http://citi.com/WelcomeCostco), call 1-866-241-8684 (TTT/TDD: 1-866-210-0617) or refer to the enclosed information for additional details.

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### Facts about Interest and Fees

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.49%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>15.49%</b> . Balance transfers must be completed by 08/20/2016. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.49%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

<b>Fees</b>	
<b>Annual Fee</b>	<b>No annual fee for this credit card with your paid Costco Membership</b>
<b>Transaction Fees</b>	
• Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Purchase Transaction	<b>3%</b> of each purchase transaction in US dollars <b>No fee</b> for purchases at Costco worldwide.
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$37</b> .
• Returned Payment	Up to <b>\$37</b> .

**How We Will Calculate Your Balance:** We use a method called "daily balance (including new transactions)." See enclosed Card Agreement for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.





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

<b>Details About Your Interest Rates</b>	<b>APR as of 04/01/2016 *</b>	<b>Daily Periodic Rate as of 04/01/2016 *</b>	<b>For variable rates: U.S. Prime Rate Plus</b>
Purchases	15.49% (v)	0.04243%	11.99%
Balance Transfers	15.49% (v)	0.04243%	11.99%
Cash Advances	25.49% (v)	0.06983%	21.99%
Penalty APR	29.99% (v)	0.08216%	Up to 26.74%
<b>* Prime Rate:</b> The variable rates shown here are accurate as of the 3.50% Prime Rate as of 04/01/2016.			
(v) = Variable rate. Variable rate APRs will not exceed 29.99%.			

# Card Agreement Guide

This Guide will help you easily identify sections of the Card Agreement and give you a brief overview of the contents of each section. This is not intended to be a complete summary of the Card Agreement's contents, and we encourage you to read your entire Card Agreement, including the arbitration provision, before you use your Account.

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## DEFINITIONS

Lists the meanings of particular phrases and terms used in the Card Agreement.

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## YOUR ACCOUNT

Describes some of your responsibilities for using your Account.

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## ANNUAL PERCENTAGE RATES & INTEREST CHARGES

Shows how we calculate interest rates and how that affects your Account balance.

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## FEES & FOREIGN CURRENCY CONVERSION

Describes the fees that can be applied to your Account, including late fees, returned payment fees, as well as foreign transaction fees for Purchases not in U.S. dollars.

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## PAYMENTS

Shows how your monthly Minimum Payment Due is calculated, tells you how we apply your payments to balances, and gives you certain instructions for making payments (and tells you the possible consequences of not following those instructions).

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## AUTHORIZED USERS

Describes an Authorized User's rights and your responsibility for that user. Also describes what information we can share about you and your Authorized User.

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## DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT

Tells you when we may require immediate payment of your total Account balance, and explains when we may close or suspend your Account, and when you may close your Account.

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## CREDIT REPORTING

Describes what information we provide about you to credit reporting agencies, and how to dispute items on your report. This section also explains how we use information we get about you from those agencies.

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## ACCOUNT INFORMATION, INFORMATION SHARING AND COMMUNICATIONS

Explains that your personal information we use to manage your Account should always be up to date. Also notes that we share information about you and your Account. In addition, this section describes how we may contact you.

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## TRANSACTIONS

Provides important information about merchant credits, recurring Transactions and card refusals.

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## ARBITRATION

Explains that you cannot go to court, have a jury trial or initiate or participate in a class action if you have a dispute with us. Instead, this provision tells you that the dispute must be resolved by a professional arbitrator, not a judge or jury. This section also explains how arbitration works and some of the differences between resolving a dispute in arbitration and resolving one in court.

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## AGREEMENT & BENEFIT CHANGES

Explains that we can make changes to the Card Agreement and your card benefits and features.

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## MISCELLANEOUS

Explains subjects that aren't included in previous sections.

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## YOUR BILLING RIGHTS

Explains your billing rights, which include how to address possible statement mistakes and your rights if you're not satisfied with a Purchase.

# Card Agreement

This Card Agreement (**Agreement**) is your contract with us.

The *Facts about Interest and Fees* document (**Fact Sheet**) is part of this Agreement. The **Fact Sheet** shows important information about your Account, such as your annual percentage rates and certain fees. Any amendments to this Agreement also are part of this Agreement.

**Please read all parts of this Agreement, including the arbitration provision, and keep it for your records.**

*Note: Throughout the Agreement are examples, helpful tips, and additional explanations that will make the Agreement easier to understand.*

## 1

### DEFINITIONS

**Account** - Your Costco Anywhere Visa® Card Account.

**Annual Percentage Rate or (APR)** - A rate, shown as a percentage, used to calculate interest on the balance on your Account.

**Authorized User** - Any person you allow to use your Account with a Card we provided with that person's name.

**Balance Transfer** - Use of a Balance Transfer offer, including use of a check that accesses your Account for any transaction, or the transfer of a balance from another credit account to your Account.

**Billing Period** - The period of time between each date when we create a statement for your Account. A Billing Period is usually 28-33 days. For each Billing Period, your statement will show any Transactions, other charges, payments and other credits posted during that Billing Period.

**Business Day** - Monday through Friday, excluding federal holidays.

**Card** - One or more cards or other devices (including an account number) used to access your Account to obtain credit.

**Card Networks** - Organizations, such as MasterCard, Visa and American Express, that facilitate the payment process between a cardmember, merchants and a card issuer.

**Cash Advance** - Use of your Card to get cash, including foreign currency, or for what we consider a cash-like transaction. Examples include using your Card for: ATM and teller withdrawals, wire transfers, money orders, traveler's checks, lottery tickets, gaming chips and other methods used for gambling, wagers and other betting transactions.

**Consumer Reporting Agency** - An organization, such as Experian,

Equifax and TransUnion, that compiles credit information for the purpose of generating consumer credit reports. It's also known as a "credit bureau" and a "credit reporting agency."

**Include and including** - These terms mean "include [or including] without limitation."

**Late Payment** - A payment is late if you don't pay at least an amount equal to the Minimum Payment Due minus any Overlimit Amount by the payment due date.

**New Balance** - The total amount you owe us at the end of each Billing Period. This amount is shown on each statement under the heading "New Balance". We explain how we calculate the New Balance below.

**Overlimit Amount** - The amount by which your Account balance exceeds your credit limit in any Billing Period.

**Purchase** - Use of your Card to buy goods and services. Balance Transfers and Cash Advances are not Purchases.

**Returned Payment** - A payment that isn't honored by your financial institution.

**Transaction** - A Balance Transfer, Cash Advance or Purchase, as applicable.

**we, us, and our** - Citibank, N.A.

**you and your** - The cardmember who opened the Account.

**You'll find definitions of other terms within this Agreement.**

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## YOUR ACCOUNT

Your Account use is subject to this Agreement. You must pay us for all amounts due on your Account, including:

1. Transactions you make, even if you didn't present your Card or sign for the Transaction;
2. Transactions an Authorized User makes;
3. Transactions that other people make if you or an Authorized User let them use your Account; and
4. Any fees and interest charges on the Account.

**Binding Agreement.** This Agreement takes effect once you use your Card. Even if you don't use your Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement.

**Credit Limit.** We assign a credit limit to your Account. Part of this credit limit may be available for Cash Advances, and there may be a limit on the amount of Cash Advances you can take in a given period. We may authorize Transactions that cause your balance to exceed your credit limit.

### ACCOUNT USE

**Consumer Purposes.** You aren't permitted to use your Account for business purposes. If you do use your Account for business purposes, this Agreement still applies, and you must pay us for those Transactions. You may also have to pay us for any damages and/or expenses resulting from that use. In addition, we may close your Account.

**Unlawful Transactions.** You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your Account.

**Mobile Phones or Other Devices.** Smart phones, tablets and other electronic devices can store your Card (such as through a mobile wallet). This means they can be used to make Purchases or other Transactions. Any such Transactions are covered by this Agreement. Apps that use your Card to make Transactions may have separate terms of use. We're not responsible if you violate those terms, or for any consequences resulting from any violation.

**Note:** It's important to protect your devices the same way you protect your Card. Anyone who can access your Card using your device also can make charges to your Account using that device.

## ANNUAL PERCENTAGE RATES & INTEREST CHARGES

The following sections explain how we calculate the interest you owe each Billing Period.

**APRs.** We use APRs to calculate interest charges on your Account. Different APRs may apply to different Transactions. See the listing of your APRs on the **Fact Sheet**.

**Variable APRs.** A variable APR is an APR that can change each Billing Period. We calculate each variable APR first by taking the U.S. Prime Rate from *The Wall Street Journal (WSJ)* two Business Days before the last day of each Billing Period. (If the *WSJ* doesn't publish the U.S. Prime Rate that day, then we'll use another publication.) Then we add to the U.S. Prime Rate a certain percentage amount, which we call the **Margin**. You can find the Margin we use for your Account in the Details About Your Interest Rate section of the **Fact Sheet**.

### How is a variable APR calculated?

If the U.S. Prime Rate published in the *WSJ* two Business Days before the end of a Billing Period is **5%**; and  
If the Margin is **13.99%**; then  
Add the two together to calculate a variable APR:

$$5\% + 13.99\% = 18.99\%$$

Your variable APRs will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. If a variable APR increases, then your interest charges and Minimum Payment Due may increase.

If the U.S. Prime Rate changes, we'll apply the new variable APR starting from the first day of the Billing Period when we take the U.S. Prime Rate from the *WSJ*. The new APR will apply to existing balances, as well as balances added to your Account after the change.

**Penalty APR.** If you have a Late or Returned Payment, we may apply a penalty APR to your Account. We determine your penalty APR based on your creditworthiness.

- **Penalty APR for new Transactions (less than 60 days late)** If you make a Late Payment and it's less than 60 days late or you have a Returned Payment, the penalty APR only will apply to new Transactions. We'll review your Account from time to time to determine if a penalty APR should be reduced.
- **Penalty APR for existing balances and new Transactions (60 or more days late)**. If we haven't received your Minimum Payment Due within 60 days after its due date, we may apply the penalty APR to both the existing balances and new Transactions. If you make your next six consecutive Minimum Payments Due on time, we'll stop applying the penalty APR to existing balances and new Transactions. If you don't make your next six consecutive Minimum Payments Due on time, the penalty APR may continue to apply indefinitely to existing balances and new Transactions.

### Daily Balance

We calculate interest on your Account each Billing Period first by calculating your daily balances. The following explains how we do that.

#### Here's how and when Transactions, fees and credits are applied to the balances on your Account:

- We add the amount of a Purchase or Balance Transfer to the Purchase balance as of the post date on your statement.
- We add the amount of a Cash Advance to the Cash Advance balance as of the post date on your statement.
- We add a Balance Transfer fee to the Purchase balance as of the post date on your statement. We add a Cash Advance fee to the Cash Advance balance as of the post date on your statement. We'll add any other fees to the balance of our choice. If you're charged interest in a Billing Period, but the amount calculated is less than \$0.50, we'll add additional interest to the balance(s) of our choice so that you'll be charged \$0.50 in interest for that Billing Period.
- We subtract credits and payments as of the post date shown on your statement.
- Each balance may have a different APR. Certain categories of Transactions in a balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. Your balances, and their corresponding APRs, are shown on your statement.

**Note:** The post date shown on your statement will usually be the date of the Transaction, but it may be later.

#### Here's how we calculate each of the daily Purchase and Cash Advance balances on your Account:

- We start with the daily balance from the end of the previous day.
- We add any new Transactions, fees and other charges, including interest accrued on the previous day's balance. This means that interest is compounded daily.
- We subtract any credits or payments credited as of that day.

- We make additional adjustments as appropriate, subject to applicable law (as an example, for a disputed charge).

This gives us the daily balance for that day.

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Daily balance for purchases from the previous day
+ New purchases
+ Fees and interest accrued on the previous day's Purchase balance
- <u>Payments, credits and adjustments posted that day</u>
<b>= New daily balance for Purchases</b>

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**Interest Calculation.** Each daily balance may have a different APR. Certain categories of Transactions in a daily balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. If a daily balance on your Account is subject to an APR, we'll charge interest on that daily balance. We use the daily balance method (which includes new Transactions). If interest applies to a balance, it will start applying on the day a charge is added to that balance and continue until that balance is paid in full. We consider a credit balance as a balance of zero when calculating interest on that balance.

- We multiply each daily balance by its applicable daily periodic rates (each applicable APR divided by 365).
- We do this for each day in the Billing Period. This gives us the daily interest amounts.
- Then we total all the daily interest amounts for all the daily balances. This gives us the total interest for the Billing Period.

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**Note:** Your balances, and their corresponding APRs, are shown on your statement.

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**Calculating the New Balance.** To calculate the New Balance at the end of each Billing Period, we begin with the total Account balance at the start of that Billing Period. Then we add any Transactions that are new to the Account during that Billing Period. Then we subtract any credits applied or payments made during that Billing Period. Then we add any interest charges or fees incurred during that Billing Period and make any other adjustments, as applicable (for example, if you have disputed a charge).

**Grace Period on Purchases.** You won't pay any interest on Purchases if you pay the New Balance, including any Balance Transfers, in full by the payment due date shown on your statement each Billing Period. We call this a **grace period on purchases**. If you don't pay your New Balance, including any Balance Transfers, in full by the payment due date in a Billing Period, you'll pay interest on your Purchases from the date they're posted to your Account. You also won't have a grace period on Purchases again until you pay the New Balance in full by the payment due date 2 Billing Periods in a row.

There's no grace period on Balance Transfers and Cash Advances. This means you'll pay interest on Balance Transfers and Cash Advances from the date these Transactions post to your Account.

## FEES & FOREIGN CURRENCY CONVERSION

Fees	Amount	About the Fee
<b>Annual Membership Fee</b>	None	There is no annual membership fee for this credit card. We will close your Account if you do not maintain a Costco membership.
<b>Late Fee</b>	Up to \$37	We have the right to charge you a late fee if you don't pay at least an amount equal to the Minimum Payment Due minus any Overlimit Amount by the payment due date. The late fee is \$27 and, if you make another Late Payment within the next 6 Billing Periods the late fee will be \$37. The amount of your late fee will never be higher than your Minimum Payment Due.
<b>Returned Payment Fee</b>	Up to \$37	We have the right to charge you a Returned Payment fee of \$27 if your bank doesn't honor your payment. If that happens, we'll resubmit the payment request. If your bank doesn't honor another payment within 6 consecutive Billing Periods, the Returned Payment fee will go up to \$37.
<b>Transaction Fee for Balance Transfers</b>	Either \$5 or 3% of the amount of each transfer, whichever is greater.	We charge you a fee for each Balance Transfer.
<b>Transaction Fee for Cash Advances</b>	Either \$10 or 5% of the amount of each cash advance, whichever is greater.	We charge you a fee for each Cash Advance.
<b>Transaction Fee for non-Costco Purchases in Foreign Currency</b>	3% of the amount of the Transaction after conversion to U.S. dollars.	Except for Purchases at Costco worldwide, we charge you a fee for a Purchase made in a currency other than U.S. dollars, regardless of where the Transaction takes place or who the merchant is. There is no fee for Purchases at Costco worldwide.

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### FOREIGN CURRENCY CONVERSION

**Foreign Currency Conversion - Purchases.** A Card Network converts the amount of a Purchase in a foreign currency into U.S. dollars. Each Card Network follows its own procedures for conversion. These procedures include how the Card Network chooses an exchange rate and when to do the conversion. For example, Visa chooses either a government-mandated exchange rate or chooses from a range of rates available on wholesale currency markets (and, in either case, the exchange rate that it chooses may be less favorable than the rate that Visa itself receives when it makes foreign currency transactions). Depending on the policies of each Card Network, the exchange rate chosen may be the one in effect on the day the Card Network does the conversion, or on the day before. The exchange rate that a Card Network uses to convert the Purchase to U.S. dollars may differ from the rate in effect on the date you made the Purchase or on the post date for that Purchase shown on your statement. The Card Network's procedures may change without notice.

If a third party, such as a merchant, converts the amount of a Purchase into U.S. dollars before sending the Purchase to a Card Network, the third party chooses the conversion rate instead of the Card Network.

**Foreign Currency Conversion - Cash Advances.** If you take a Cash Advance in a foreign currency at an ATM or branch of a financial institution, it may not be the Card Network in all instances that converts the Transaction into U.S. dollars. Instead, depending on where the Transaction takes place, another third party, such as a financial institution, ATM network, or ATM operator, may do the conversion. We do not control this. However, if you use your Card for a Cash Advance at a Citibank ATM or branch, then we or our affiliates may do the conversion.

The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when to do the conversion. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may differ from the rate in effect on the date you took the Cash Advance or the post date for that Transaction shown on your statement. The exchange rate may also differ from any rate quoted to you when you made the Transaction.

## PAYMENTS

**Minimum Payment Due.** You may pay all or a part of your Account balance at any time. You must pay at least the Minimum Payment Due by the Payment Due date each Billing Period.

Your "**Minimum Payment Due**" equals:

- Any amount past due; plus
- Any Overlimit Amount; plus
- The greater of:
  1. The New Balance, if it's less than \$25;
  2. \$25 if the New Balance is at least \$25;
  3. 1% of the New Balance (rounded to the nearest dollar), plus any billed interest or minimum interest charge, plus any late fee; or
  4. 1.5% of the New Balance (rounded to the nearest dollar).

The Minimum Payment Due is never more than the New Balance.

**Note:** Your Payment Due date is typically the same day of the month, every month. You may request a change to your monthly due date.

**Application of Payments.** We decide how to apply your payments, up to the Minimum Payment Due, to the balances on your Account. We may apply the Minimum Payment Due first to interest charges, then to the balance with the lowest APR and then to balances with higher APRs. If you pay more than the Minimum Payment Due, we'll apply the amount over the Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on, except as otherwise required by applicable law.

**Payment Instructions.** You must follow the instructions below when making a payment. If you do, we'll credit the payment to your Account as of the day we receive it.

1. You must pay in U.S. dollars.
2. You must use a check or electronic debit issued by a bank in the United States.
3. You must not send us a check dated after the date that we receive it.
4. You must not enclose more than one check per envelope.
5. You must not include any restrictive endorsements on the check.
6. You must follow the additional payment instructions shown on your statement.

If you don't pay in U.S. dollars and we accept your payment, we'll select the currency conversion rate, and you must pay our costs. If you don't follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Either may result in late fees and additional interest charges to your Account. If you don't follow the instructions in this Agreement or on your statement, we may accept your payment without losing our rights.

We may reject a payment if it's more than the outstanding Account balance. We also may close your Account.

### How is the Minimum Payment Due calculated?

For example, in a sample Billing Period, an Account with no past due or Overlimit amounts has:

**New Balance: \$2,500**

**Interest: \$18.54**

Since the New Balance is more than \$25, and there are no past due or Overlimit amounts, the Minimum Payment Due will be the greater of:

1% of the New Balance (1.0% x \$2,500: **\$25.00**) + interest (**\$18.54**):  
**\$43.54**

or

1.5% of the New Balance (1.5% x \$2,500): **\$37.50**

Since 1% of the New Balance plus interest (\$43.54) is greater than 1.5% of the New Balance (\$37.50) the Minimum Payment Due is \$43.54.

## AUTHORIZED USERS

**Adding and Removing Authorized Users.** You can ask us to add one or more Authorized Users to your Account. If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account.
- Make a copy of this Agreement available to each Authorized User.



You must notify us to remove an Authorized User from your Account. If we remove an Authorized User, in some cases we may close your Account, open a new Account, and issue you a new Card.

**Your Responsibility for Authorized Users.** You must pay us for:

- Any Transactions made by an Authorized User on your Account.
- Any Transaction made by an Authorized User even if the post date shown on your statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account.
- Any Transactions made by others if an Authorized User allows them to use your Account.
- Fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

**Account Rights for Authorized Users.** You agree that an Authorized User may use and receive information about the Account, such as the Authorized Users Transaction information and history, Account Balance and Minimum Payment Due. You allow us to discuss your Account with an Authorized User. We may also provide you the option to give Authorized Users expanded access to your Account, such as permitting the Authorized Users to set up recurring payments or to obtain your Transaction history. If we provide this expanded access, we will explain the available options. An Authorized User won't be able to add other Authorized Users, adjust the credit limit or close the Account.

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**What can Authorized Users do?**

- Report lost or stolen Cards
- Make payments
- Obtain certain information about the Account, such as the Authorized User's Transaction history, the Account balance and Minimum Payment Due.
- Initiate billing disputes
- Request refund checks

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**Information about Authorized Users.** You agree to give us certain personal information about each Authorized User. You must let each one know that you'll give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their Transactions on the Account.

**Credit Reporting.** We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.

You must let each Authorized User know that we report Account information in his or her name. Also, see **Credit Reporting** in Section 8.

7

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**DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT**

**Default.** We may require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occurs:

1. You don't pay at least the Minimum Payment Due by the due date.
2. You have a Returned Payment.
3. You file for bankruptcy or some other insolvency proceeding is filed by or against you.
4. You don't honor the terms of this Agreement.
5. You default under any other card agreement you have with us.
6. You're declared incompetent or mentally incapacitated, or in the event of your death.

**Closing or Suspending Your Account.** We may close or suspend your Account if any of the events listed above occurs, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account, even if they post to your Account after it's closed or suspended.

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**Note:** We will close your Account if you do not maintain a Costco membership.

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## CREDIT REPORTING

You allow us to get information about you. We get it from Consumer Reporting Agencies and other sources that provide consumer financial information. You allow us to use it for:

- Renewal of your Account;
- Credit line increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, insurance products and other services; and
- Other uses permitted by law.

We report Account information in your name, as well as information about you to Consumer Reporting Agencies, on a monthly basis. The information we provide may appear on your credit reports. This can include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.

If you think we've given incorrect information to a Consumer Reporting Agency about you (or about an Authorized User), contact Customer Service and we'll research it. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each Consumer Reporting Agency we reported to and request a correction.

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## ACCOUNT INFORMATION, INFORMATION SHARING AND COMMUNICATIONS

**Changes to Account Information.** You provided certain personal information to us when you opened your Account. You agree to notify us if this information changes. If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

**Information Sharing.** You agree to let us share information about you and your Account as allowed by law. This includes information we get from you and others. Our privacy notice, which is enclosed with your new Account materials, describes reasons Citi can share its customers' personal information.

### COMMUNICATIONS

**Contacting You.** You agree that we (and/or our service providers or anyone we authorize) may contact you at any phone number, email address, or mailing address you provide or we obtain in other ways. This

includes communications to mobile, cellular/wireless, or similar devices. We may contact you by live operator, auto-dialer, recorded or artificial voice, text, or email.

You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us.

**How We Capture and Use Voiceprints.** We may use voice recognition technology to verify your identity when you call. We may capture and store your voiceprint for this purpose.

**Call Monitoring.** We may monitor and record any calls between you and us.

**Notices.** We send any notices to your billing address or, if you've agreed, by email to the address you gave us. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

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## TRANSACTIONS

**Merchant Refunds.** A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances. If a credit creates a credit balance on your Account, we'll mail you a check for the amount of the credit balance.

**Note: Merchant Surcharges.** Some merchants, including merchants outside of the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage of the amount of your Purchase, or a flat fee, and will be added to the amount of your Purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.

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**Recurring Authorized Transactions.** If you authorize a merchant or any other person to charge your Account for recurring Transactions, you must notify the merchant if:

- You want to discontinue these Transactions;
- Your Account is closed;
- Your Account number changes;
- Your Card expiration date changes.

You're responsible for reinstating any recurring authorized Transactions.

**Refusal of the Card.** We don't guarantee approval of Transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. We also may limit the number of Transactions approved in a single day. If we detect unusual or suspicious activity, we may suspend credit privileges on the Account or the impacted card.

11

## ARBITRATION

### PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act (FAA), and shall be interpreted in the broadest way the law will allow.

#### Covered claims

- **You or we may arbitrate** any claim, dispute or controversy between you and us arising out of or related to your Account, a previous related Account or our relationship (called "Claims").
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they're based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

#### Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may

pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single Account and/or related Accounts, or corporate affiliates are here considered as one person.

#### How arbitration works

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

#### Paying for arbitration fees

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA

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Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

#### The final award

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

#### Survival and Severability of Terms

This arbitration provision shall survive changes in this Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any sale of your Account, or amounts owed on your Account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

#### Rules for rejecting this arbitration provision

You may reject this arbitration provision by sending a written rejection notice to us at: PO Box 790085; St. Louis, MO 63179-0085. Your rejection notice must be postmarked by 08/03/2016. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account.

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## 12

### AGREEMENT & BENEFIT CHANGES

**Changes to this Agreement.** We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates, and fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you

how to reject. If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

**Changing Benefits.** Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

## 13

### MISCELLANEOUS

**Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**Governing Law.** Federal law and the law of South Dakota govern the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We won't lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

**Collection Costs.** To the extent allowed by law, you're liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

**Unforeseen Circumstances.** From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your Card or obtain information about your Account. We're not responsible or liable if this happens.

**Lost or Stolen Cards, Account Numbers or Account Checks.** You must try to prevent the unauthorized use of your Account and any Card, including your Account number. You must call us if any Card is lost or stolen. Also, you must call us if you think someone has used or may use these items without permission.

**Headings.** The headings in this Agreement are included as a matter of convenience and do not define, limit or enlarge the scope of this Agreement or any of its provisions.

## YOUR BILLING RIGHTS

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use.**

### **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 the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do 2 things:

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The transaction in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of 2 things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights if You're Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

**To use this right, all of the following must be true:**

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with an Account check do not qualify.
3. You must not yet have fully paid for the purchase.

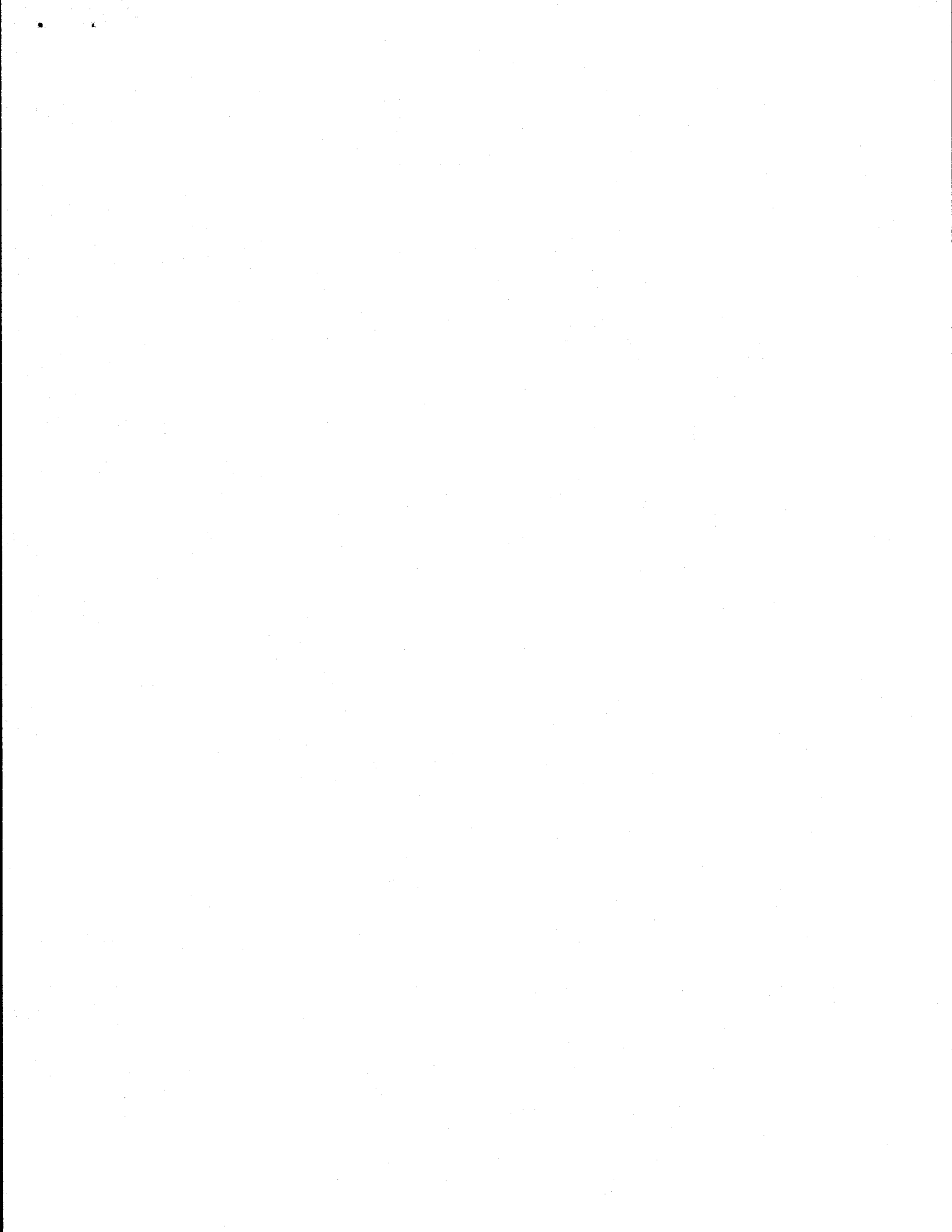
If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

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

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**For Further Information:** Call the Customer Service number shown on the statement or on the back of your Card if you need more information.

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## Costco Cash Rewards Program Terms

Your Costco Anywhere Visa® Card by Citi account ("Card Account") will earn Costco Cash Rewards based on your purchases that can be redeemed for merchandise or cash back at any U.S. Costco warehouse, including Puerto Rico ("Costco Cash Rewards").

**Earning Costco Cash Rewards on Purchases** You'll earn Costco Cash Rewards for purchases using your Card Account, minus returns and refunds, as follows:

- 4% cash back on eligible gas worldwide, including gas at Costco, for the first \$7,000 per year in gas purchases and then 1% thereafter.
  - **Certain Non-Qualifying Purchases.** You will only earn 1% cash back, not 4%, for gas purchased at superstores, supermarkets, convenience stores and warehouse clubs other than Costco or for fuel used for non-automobile purposes.
- 3% cash back on restaurant (including cafes, bars, lounges and fast food restaurants) and eligible travel purchases worldwide, including airfare, hotels, car rentals, travel agencies, cruise lines and Costco Travel.
  - **Certain Non-Qualifying Purchases.** You will only earn 1%, not 3%, for purchases made at bakeries and certain restaurants/cafes inside department, grocery or warehouse clubs.
- 2% cash back on all other purchases from Costco and Costco.com.
- 1% cash back on all other purchases, including the non-qualifying purchases listed above.

**Merchant Classification** Each merchant – that is a retailer, business or any other place where you can make a purchase – is assigned a code that indicates the merchant's area of business. For example, restaurants are generally assigned a specific merchant code. We don't assign or have any control over merchant codes. Codes are chosen and assigned by a third party, who may change the codes from time to time. When you make a purchase at a merchant, we're provided the code for that merchant. If the code matches a category that gives you additional Costco Cash Rewards – for example, if the merchant code tells us that you made a purchase at a restaurant – we'll give you the additional Costco Cash Rewards for that purchase. Because we don't control what code a merchant is assigned, sometimes a purchase that you think fits a certain category may not earn additional Costco Cash Rewards. For example, a restaurant located within a large retail outlet may not be assigned a "restaurant" code, but rather a "retailer" code. This means that even though you receive additional Costco Cash Rewards for purchases at "restaurants," you won't earn additional Costco Cash Rewards for purchases at that restaurant.

**What doesn't qualify as a purchase?** The following types of transactions don't qualify as purchases that earn Costco Cash Rewards:

- Use of checks that access your Card Account
- Balance transfers
- Cash advances
- Travelers checks, foreign currency purchases, money orders, wire transfers and similar cash-like transactions
- Lottery tickets, gaming chips and similar betting transactions
- Interest and account fees
- Unauthorized charges
- Items returned for credit

**Returns:** Returned items may result in credits being applied to your Card Account which will reduce or may eliminate accumulated Costco Cash Rewards and may result in a negative cash rewards balance. If your Card Account has a negative Costco Cash Rewards balance, any newly earned Costco Cash Rewards will be used to offset such negative Costco Cash Rewards balance until such balance has been brought to zero.

**Redeeming Costco Cash Rewards** Your reward is distributed annually via U.S. Mail in the form of a reward coupon included in your February billing statement, and is redeemable through December 31 of the year issued in a single transaction at any U.S. Costco warehouse, including in Puerto Rico, for merchandise or cash back. The reward coupon will contain your Costco Cash Rewards balance based on your eligible purchases during the annual reward period. The annual reward period is based on January through December billing statements. Should you choose to redeem only a portion of the coupon for merchandise, you will receive the remaining balance in cash at the Costco warehouse register upon checkout. Some warehouses may not permit

the reward coupon to be redeemed for alcohol purchases. Requests for cash may be fulfilled in the form of a check at Costco's discretion. If you are enrolled in Paperless Statements, a paper billing statement will be provided to you in February if you earned a reward coupon during the previous annual reward period. Coupon must be redeemed in person on or prior to its expiration date of December 31 in the year in which it is issued. Any Costco Cash Rewards you have earned on purchases made by authorized users on your Card Account will be added to your Costco Cash Rewards Total. Only you, the primary cardmember, are eligible to receive the annual reward coupon, however, you or any authorized user on your Card Account may redeem your coupon. You may not transfer it to anyone else. **You will not receive a reward coupon if your reward is less than \$1 or your account is closed at the time it is scheduled to be sent; any Costco Cash Rewards that had been accrued at that time will be forfeited. You must maintain your Costco Membership to receive and redeem the reward coupon.**

**Account Closure:** If we close your Card Account, you will no longer be able to earn or redeem your Costco Cash Rewards, and you will forfeit any accumulated Costco Cash Rewards. If you close or convert your Card Account prior to receiving the reward coupon in your February billing statement, any earned Costco Cash Rewards will be forfeited.

**Forfeiture:** All Costco Cash Rewards not disbursed via an annual reward coupon due to the reward amount being less than \$1, the account status (including account closure due to death), or other reason will be forfeited. Similarly, any Costco Cash Rewards not redeemed by December 31 of the year issued will also be forfeited.

**Value of Costco Cash Rewards:** Costco Cash Rewards have no cash value until such time as they are redeemed at a Costco warehouse.

**Property Rights:** You have no property rights or other legal interests in Costco Cash Rewards. Costco Cash Rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce. Costco Cash Rewards cannot be assigned or pledged.

**Changes to Program Rules:** We may make changes to the Costco Cash Rewards Program at any time without notice. We will give you 30 days' written notice if we make any of the following changes: a change that negatively affects the number of Costco Cash Rewards you can earn, a change that negatively affects how/when you may lose your Costco Cash Rewards, a change that negatively affects how you can exercise your rights with respect to Costco Cash Rewards, or if we cancel the program.

**Fraud:** If we see evidence of fraud, misuse, abuse, or suspicious activity, we will investigate and, if we determine that fraud, misuse or abuse has occurred, we may take actions against you. These actions may include, without limitation:

- Taking away the Costco Cash Rewards you earned because of fraud, misuse or abuse
- Preventing you from earning Costco Cash Rewards
- Suspending or closing your Costco Cash Rewards Account
- Taking legal action to recover Costco Cash Rewards redeemed because of such activity and to recover our monetary losses, including litigation costs and damages

Some examples of fraud, misuse, abuse and suspicious activity include:

- Using your Card Account in an abusive manner for the primary purpose of acquiring Costco Cash Rewards
- Using your Consumer Card Account other than primarily for personal, consumer or household purposes

**EXHIBIT 1-B**



### Card Agreement

This Card Agreement is your contract with us. The enclosed Facts About Interest and Fees ("Fact Sheet") is part of this Agreement. Please read this Agreement, including the Fact Sheet, carefully. Keep them for your records.

### Definitions

**account** means the relationship established between you and us by this Agreement.  
**APR** means an annual percentage rate.  
**authorized user** means any person you allow to use your account.  
**card** means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.  
**we, us, and our** mean Citibank, N.A., the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.  
**you, your, and yours** mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

### Your Account

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you

have not used or authorized use of the card. Your account must only be used for lawful transactions.

**Authorized Users.** You may request additional cards for authorized users. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

**Joint Accounts.** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Credit Limit.** The full amount of your credit limit is available to use where the card is honored. We may reduce or increase your credit limit at any time for any reason as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. You should always

keep your total balance below the credit limit. However, if the total balance goes over your credit limit you still must pay us. If your account has a credit balance, we may reduce the credit balance by any new charges on your account. You may not maintain a credit balance in excess of your credit limit.

**Billing Statement.** Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing cycle. We add any purchases. We subtract any credits or payments. We then add any interest charges or fees and make other adjustments.

Your billing statement also shows your transactions; the Minimum Payment Due and payment due date; your credit limit; and your interest charges and fees. On the billing statement, a regular purchase balance will appear under the heading "regular revolve credit plan."

We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible or start collection proceedings; but we may continue to add interest and fees as permitted by law.

## APRs

**Account APRs.** For the APRs on your account, see the Fact Sheet.

**Penalty APR.** If your account has a Penalty APR, the Fact Sheet shows the amount of the Penalty APR and when it applies to your account.

**Effect of APR Increases.** If an APR increases, interest charges increase. Your minimum payment may increase as well.

## Promotions

We may offer promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. Your promotional terms will end when the promotional period expires or, to the extent permitted by law, if you make a late payment. The promotional offer will tell you if we require a separate minimum payment on the promotional balance.

If a promotional offer is a deferred interest offer, no interest charges will be imposed on the deferred interest balance if you pay the balance in full by the end of the promotional period for that deferred interest balance. We will impose interest charges on the deferred interest balance at the APR for regular purchases from the date of purchase if you do not pay the balance in full by the end of the promotional period.

## Interest Charges Based on APRs

**Interest Charges.** We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

**When Interest Charges Begin.** We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases, interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

**Grace Period on Purchases.** You can avoid interest charges on purchases. This is called a grace period on purchases. The grace period is at least 25 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest

balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded promotional balances in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**Calculation of Interest Charges – Daily Balance Method (Including Current Transactions).** We calculate interest charges each billing cycle. To do this:

- We start with each of your different balances. These balances include, for example, regular purchases and different promotional balances. (Purchases made under the same promotional terms, including APR and expiration date, will be part of the same promotional balance.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any interest charge on the previous day's balance. (This results in daily compounding of interest

- charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing cycle. This gives us the daily interest charges for each of your different balances.
  - We add up all the daily interest charges. The sum is the total interest charge for the billing cycle.
  - You authorize us to round interest charges to the nearest cent.

When we calculate daily balances, we add a purchase as of the Transaction Date. The Transaction Date is shown on the billing statement. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

**Minimum Interest Charge.** If we charge you interest, the Fact Sheet shows the minimum amount we will charge. We add the charge to the regular purchase balance or allocate it among one or more of the balances that accrues interest.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing

cycle. A billing cycle begins on the day after the Statement Closing Date of the previous billing cycle. It includes the Statement Closing Date of the current billing cycle.

#### Fees

**Late Fee.** The Fact Sheet shows the amount of this fee. We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the payment due date. We add this fee to the regular purchase balance.

**Returned Payment Fee.** The Fact Sheet shows the amount of this fee. We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument, that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. We add this fee to the regular purchase balance.

#### Payments

**Minimum Payment Due.** You must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges. The Fact Sheet shows the minimum payment calculation method that applies to your account.

**Application of Payments.** Payments in excess of the Minimum Payment Due are applied in accordance with law. This means that we will generally apply payments in excess of the Minimum Payment Due to higher APR balances first. However, excess payments received before a deferred interest promotion expires are applied to the deferred interest promotional balance first in the last two billing cycles of the promotional period. And, if the expiration date of a deferred interest promotion is before the payment due date in the billing cycle in which the deferred interest promotion expires, excess payments received before the deferred interest promotion expires are applied to the deferred interest promotional balance first in the last three billing cycles of the promotional period. Payments equal to or less than the Minimum Payment Due and credits are applied at our discretion and you authorize us to apply payments and credits in a way that is most favorable or convenient for us. This may include applying such payments and credits to lower APR balances first.

**Payment Instructions.** We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or electronic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, or payments that reflect "paid in full" or other restrictive endorsements, without

losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

**Optional Pay by Phone Service.** You may use our optional Pay by Phone Service to make your payment by phone. To do so, call us to request the service. You agree to pay us the Pay by Phone fee shown in the Pay by Phone section on the back of the billing statement when a representative of ours helps expedite your payment. Our representatives are trained to tell you this amount when you use this service.

#### **Credit Reporting**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

#### **Information Sharing**

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

#### **Changes to this Agreement**

We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.

#### **Default**

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by electronic debit that is returned unpaid; file for bankruptcy; or fail to comply with the terms of this Agreement. If you default, we may close your account and, to the extent permitted by law, demand immediate payment of the total balance.

#### **Refusal of the Card, Closed Accounts, and Related Provisions**

**Refusal of the Card.** We do not guarantee approval of transactions. We are not liable for

transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

**Preauthorized Charges.** We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

#### **Lost or Stolen Cards or Account Numbers.**

You must call us if any card or account number is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

**Closing Your Account.** You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any

reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

## ARBITRATION

### PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

**THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.**

#### Covered claims

- You or we may arbitrate any claim, dispute or controversy between you and us arising out of or related to your account, a previous related account or our relationship (called "Claims").

- If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they're based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

#### Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us.

If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis. Claims brought against you, including Claims to collect a debt.

- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

#### How arbitration works

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling

800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.

- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.

- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable

statute of limitations, and may award damages or other relief under applicable law.

- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

#### **Paying for arbitration fees**

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

#### **The final award**

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and

legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

#### **Survival and Severability of Terms**

This arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

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#### **Governing Law and Enforcing our Rights**

**Governing Law.** Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

**Collection Costs.** To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

**Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party.

#### **For Further Information**

Call us toll-free for further information. Call the toll-free Customer Service telephone number shown on the billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.

#### **Your Billing Rights: Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your**

#### **Statement**

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
  - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

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

explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the

matter has been settled between us.  
If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights if You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our

decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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## Fact Sheet

### Pricing Information Table

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	25.99%
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>How We Calculate Your Balance</b>	Daily Balance (including current transactions)

<b>Fees</b>	
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>The fee will be \$25; or \$35 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law.</p> <p>The fee will be \$25; or \$35 for any additional returned payment during the same or next six billing cycles after a returned payment. However, the fee will not exceed the amount permitted by law.</p>

<b>Details About Your Interest Rates and Interest Calculations</b>	Periodic Rate as of 12/01/2011
Regular Purchases	0.07120% (D)
(D) = Daily periodic rate. A daily periodic rate is the APR divided by 365.	
<b>Effect of APR Increases.</b> If an APR increases, interest charges increase. Your minimum payment may increase as well.	
<b>Daily Balance (including current transactions).</b> We calculate the daily balance for each of your different balances. To get a daily balance, we take the balance at the end of the previous day, add the interest on the previous day's balance and new charges, and subtract new credits or payments. We figure the interest charge by multiplying the daily balance by its daily periodic rate each day in the billing cycle. We then add up all the daily interest charges and the total is the interest charge for the billing cycle.	

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### Variable Terms Information

**Minimum Payment Due.** You must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add any amount specified in a promotional offer. We add any amount required by the Promotion Calculation. We also add the largest of the following:

- The Calculated New Balance if it is less than \$25;
- \$25 if the Calculated New Balance is at least \$25; or
- 1% of the Calculated New Balance plus the amount of your billed interest charges on that balance, any minimum interest charge allocated to that balance, and any applicable late fee. (The result is rounded up to the nearest dollar.) However, we subtract interest charges that accrued during prior billing cycles on a deferred interest balance that ended during the billing cycle covered by the statement.

The Calculated New Balance equals the New Balance on the billing statement less balances subject to the Promotion Calculation and less any balances subject to either of two types of promotional terms. The first type are terms that do not require a minimum payment. The second type are terms that require an additional amount as part of the Minimum Payment Due.

The Promotion Calculation applies to some deferred interest or 0% APR transactions made on or after July 25, 2011. The Promotion Calculation is based on the transaction amount as shown on the first statement that displays the transaction. It applies if, paying \$25 on this balance each billing cycle would result in repayment before the end of the promotion period. The Promotion Calculation equals 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) The Promotion Calculation only applies during the promotion period.

The Minimum Payment Due may reflect adjustments to the New Balance. The Minimum Payment Due is never more than the Calculated New Balance plus two amounts. The first is any amount required by a promotional offer. The second is any amount required by the Promotion Calculation.

**EXHIBIT 1-C**

## CARD AGREEMENT

This Card Agreement is your contract with us. It governs the use of your card and account. The enclosed Facts About Interest and Fees ("Fact Sheet") is part of this Agreement. Please read this Agreement, including the Fact Sheet, carefully. Keep them for your records.

**Authorized Users.** You may request additional cards for authorized users. Each authorized user is your agent and may use, manage, and receive information about the account to the same extent as you, subject to any limitations we may impose. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

balance, we may reduce the credit balance by any new charges on your account. You may not maintain a credit balance in excess of your credit limit.

**Balance Transfers.** Balance transfers are an account feature that we make available to you through offers. The offer will describe the terms. All balance transfers are subject to the regular purchases APR unless a promotional rate applies.

### Definitions

**account** means the relationship established between you and us by this Agreement.

**APR** means an annual percentage rate.

**authorized user** means any person you allow to use your account.

**card** means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

**we, us, and our** mean Citibank, N.A., the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.

**you, your, and yours** mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

**Joint Accounts.** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Checks.** We may provide you with convenience checks. When we do, we will tell you in writing whether they may be used for balance transfer transactions or cash advance transactions. If we tell you they may be used for balance transfer transactions, any use will be a balance transfer transaction. You may use them to transfer a balance to your account or make other transactions. If we tell you they may be used for cash advance transactions, any use will be a cash advance transaction even if you use the check to make a payment to another creditor. You may not use convenience checks to pay an amount owed to us under this Agreement or to pay another account with us or an affiliate. We do not certify these checks or return any checks that have been paid.

**Credit Limit.** The full amount of your credit limit is available to use where the card is honored. We will notify you separately what part of your credit limit is available for cash advances. That part is called the cash advance limit. We may reduce or increase your credit limit or cash advance limit at any time for any reason, as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. You should always keep your total balance below the credit limit. However, if the total balance goes over your credit limit you still must pay us. If your account has a credit

### Your Account

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used for lawful transactions.

**Billing Statement.** Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing cycle. We add any purchases, balance transfers or cash advances. We subtract any credits or payments. We then add any interest charges or fees and make other adjustments. Your billing statement also shows your transactions; the Minimum Payment Due and payment due date; your credit limit and cash

advance limit; and your interest charges and fees.

We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible or start collection proceedings; but we may continue to add interest and fees as permitted by law.

### APRs

**Account APRs.** For the APRs on your account, see the Fact Sheet.

**Variable APRs Based on Prime.** If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. The additional amount appears on the Fact Sheet in the Details About Your Interest Rate table. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in The Wall Street Journal two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

**Effect of APR Increases.** If an APR increases, interest charges increase. Your minimum payment may increase as well.

### Promotions

We may offer promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. Your promotional terms will end when the promotional period expires.

If a promotional offer is a deferred interest offer, no interest charges will be imposed on the deferred interest balance if you pay the balance in full by the end of the promotional period for that deferred interest balance. We will impose interest charges on the deferred interest balance at the APR for regular purchases from the date of purchase if you do not pay the balance in full by the end of the promotional period.

### Interest Charges Based on APRs

**Interest Charges.** We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

**When Interest Charges Begin.** We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases, balance transfers, and cash advances. They also include interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

**Grace Period on Purchases.** You can avoid interest charges on purchases, but not on balance transfers and cash advances. This is

called a grace period on purchases. The grace period is at least 25 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**Calculation of Interest Charges – Daily Balance Method (Including Current Transactions).** We calculate interest charges each billing cycle. To do this:

- We start with each of your different balances. These balances include, for example, regular purchases, Old

Balances, regular cash advances, and different promotional balances. (When we calculate interest charges, we treat each deferred interest transaction separately even if it has the same terms as another deferred interest transaction and we treat balance transfers as regular purchases unless a promotional rate applies.)

- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any interest charge on the previous day's balance. (This results in daily compounding of interest charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing cycle. This gives us the daily interest charges for each of your different balances.
- We add up all the daily interest charges. The sum is the total interest charge for the billing cycle.
- You authorize us to round interest charges to the nearest cent.

When we calculate daily balances, we add a purchase, balance transfer, or cash advance as of the Transaction Date. (The Transaction Date for a balance transfer or cash advance is the date we get a request to complete a transaction. When you send a convenience check directly to someone, the Transaction Date is the date we receive the check for payment. The Transaction Date is on the billing statement.) We add a transaction fee to the same balance as the transaction. We generally add other fees, including credit protection fees and insurance charges, to the regular purchase balance. We add any

remaining balance from a balance transfer at a promotional APR to the regular purchase balance. We do this on the day after the promotional period expires. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

**Minimum Interest Charge.** If we charge you interest, the Fact Sheet shows the minimum amount we will charge. We add the charge to the regular purchase balance or allocate it among one or more of the balances that accrues interest.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing cycle. A billing cycle begins on the day after the Statement Closing Date of the previous billing cycle. It includes the Statement Closing Date of the current billing cycle.

## Fees

**Annual Membership Fee.** If an annual membership fee applies, the Fact Sheet shows it. We will refund the annual membership fee if you notify us that you are closing your account within 30 days of the mailing or delivery date of the billing statement on which the fee appears. The fee is otherwise non-refundable. If this fee applies, we add it to the regular purchase balance.

**Transaction Fee for Cash Advances.** The Fact Sheet shows the amount of this fee. We add this fee for each cash advance. You take a cash advance if you use a cash advance convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial

institution. You also take a cash advance if you make a wire transfer; buy a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction.

**Transaction Fee for Balance Transfers.** The Fact Sheet shows the amount of this fee. We add this fee for each balance transfer. This fee is in addition to any periodic fee that may be imposed with a promotional offer. You make a balance transfer if you use a balance transfer convenience check or contact us to transfer a balance.

**Transaction Fee for Purchases in Foreign Currency.** The Fact Sheet shows the amount of this fee.

**Late Fee.** The Fact Sheet shows the amount of this fee. We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due (less the Amount Over Credit Limit shown on your billing statement) by the payment due date. We add this fee to the regular purchase balance.

**Returned Payment Fee.** The Fact Sheet shows the amount of this fee. We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument, that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. We add this fee to the regular purchase balance.

**Returned Convenience Check Fee.** The Fact Sheet shows the amount of this fee. We may add a returned convenience check fee for a returned convenience check. A returned convenience check is any convenience check we do not honor. We may not honor these

checks if the amount of the check would cause the balance to go over the cash advance limit or credit limit. We also may not honor these checks if you default; if you did not comply with our instructions regarding the check; if your account has been closed; or for other reasons. We add this fee to the regular purchase balance.

**Stop Payment on Convenience Check Fee.** The Fact Sheet shows the amount of this fee. We add this fee if we honor your request to stop payment on a convenience check. Write us at P.O. Box 6275, Sioux Falls, SD 57117 to stop payment on a convenience check. You can also call the Customer Service number on the billing statement. However, if you call, you must confirm the call in writing within 14 days. A written stop payment order is good for 6 months unless renewed in writing. We add this fee to the regular purchase balance.

### Information on Foreign Currency Conversion

Our network provider is MasterCard. MasterCard converts transactions in foreign currencies into U.S. dollars. MasterCard follows its own procedures to do so. These may change from time to time without notice. Currently, MasterCard uses a conversion rate in effect one day before its transaction processing date. It uses a government-mandated rate if required to do so. If not, it uses a wholesale market rate. A third party may convert a transaction into U.S. dollars or another currency before sending it to MasterCard. In these cases, the third party selects the conversion rate.

If you take a cash advance in a foreign currency at a branch or ATM of one of our affiliates, an affiliate of ours may convert it into U.S. dollars. This applies regardless of which network provider's card you use to take the

cash advance. Our affiliate currently uses a conversion rate in effect on its processing date. It uses a government-mandated rate if required to do so. If not, it uses a mid-point market rate. Our affiliates' procedure may change from time to time without notice.

The conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the Transaction Date or post date for the transaction.

### Payments

**Minimum Payment Due.** You may pay all or part of your account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges. The Fact Sheet shows the minimum payment calculation method that applies to your account.

**Application of Payments.** Payments in excess of the Minimum Payment Due are applied in accordance with law. This means that we will generally apply payments in excess of the Minimum Payment Due to higher APR balances first. However, excess payments received before a deferred interest promotion expires are applied to the deferred interest promotional balance first in the last two billing cycles of the promotional period. And, if the expiration date of a deferred interest promotion is before the payment due date in the billing cycle in which the deferred interest promotion expires, excess payments received before the deferred interest promotion expires are applied to the deferred interest promotional balance first in the last three billing cycles of the promotional period. Payments equal to or less than the Minimum Payment Due and credits are applied at our

discretion and you authorize us to apply payments and credits in a way that is most favorable or convenient for us. This may include applying such payments and credits to lower APR balances first and to balances with longer promotional periods first.

**Payment Instructions.** We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or electronic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, or payments that reflect "paid in full" or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

### Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

**Information Sharing**

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

**Changes to this Agreement**

We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.

**Default**

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by electronic debit that is returned unpaid; file for bankruptcy; or fail to comply with the terms of this Agreement. If you default, we may close your account and, to the extent permitted by law, demand immediate payment of the total balance.

**Refusal of the Card, Closed Accounts, and Related Provisions**

**Refusal of the Card.** We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

**Preauthorized Charges.** We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

**Lost or Stolen Cards, Account Numbers, or Convenience Checks.** You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

**Closing Your Account.** You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement.

We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

**ARBITRATION**

**PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.**

**THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT,**

**HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.**

**Covered claims**

- You or we may arbitrate any claim, dispute or controversy between you and us arising out of or related to your account, a previous related account or our relationship (called "Claims").
- If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they're based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/patient/ subsidiary company.



### Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

### How arbitration works

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by

phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.

- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

### Paying for arbitration fees

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

### The final award

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

### Survival and Severability of Terms

This arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no

arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

**Rules for rejecting this arbitration provision**

You may reject this arbitration provision by sending a written rejection notice to us at: P.O. Box 790340, St. Louis, MO 63179. Your rejection notice must be mailed within 45 days of account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the account.

**For Further Information**

Call us toll-free for further information. Call the toll-free Customer Service telephone number shown on the billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.



Ken Stork  
Vice President  
Citibank, N.A.  
P.O. Box 6000  
Sioux Falls SD 57117

**Your Billing Rights:**

**Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

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

**Governing Law and Enforcing our Rights**

**Governing Law.** Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement. **Enforcing this Agreement.** We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. **Collection Costs.** To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action. **Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party.

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

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

## Fact Sheet

### Pricing Information Table

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	26.24% This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	28.15% This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>How We Calculate Your Balance</b>	Daily Balance (including current transactions)

<b>Fees</b>	
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: Either \$10 or 5% of the amount of each transfer, whichever is greater.</li> <li>• Cash Advance: Either \$5 or 5% of the amount of each cash advance, whichever is greater.</li> <li>• Purchases in Foreign Currency: 3% of the US dollar amount of each purchase made in a currency other than U.S. dollars, regardless of where the transaction takes place or who the merchant is.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: The fee will be \$27; or \$37 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law.</li> <li>• Returned Payment: The fee will be \$27; or \$37 for any additional returned payment during the same or next six billing cycles after a returned payment. However, the fee will not exceed the amount permitted by law.</li> </ul>

<b>Details About Your Interest Rates and Interest Calculations</b>	<b>Periodic Rate as of 06/20/2017</b>	<b>For variable rates: U.S. Prime Rate Plus</b>
Regular Purchases	0.07189% (D)	21.99%
Regular Cash Advances	0.07712% (D)	23.90%

(D) = Daily periodic rate. A daily periodic rate is the APR divided by 365.

**Variable APRs Based on Prime.** If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in The Wall Street Journal two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

**Effect of APR Increases.** If an APR increases, interest charges increase. Your minimum payment may increase as well.

**Daily Balance (including current transactions).** We calculate the daily balance for each of your different balances. To get a daily balance, we take the balance at the end of the previous day, add the interest on the previous day's balance and new charges, and subtract new credits or payments. We figure the interest charge by multiplying the daily balance by its daily periodic rate each day in the billing cycle. We then add up all the daily interest charges and the total is the interest charge for the billing cycle.

### Variable Terms Information

**Returned Convenience Check Fee.** The fee will be \$27; or \$37 for any returned convenience check during the same or next six billing cycles after a returned convenience check. However, the fee will not exceed the amount permitted by law.

**Stop Payment on Convenience Check Fee: \$39**

**Making Payments.** You may pay all or part of your account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add the amount due on each major purchase plan balance. We add any amount in excess of your credit limit. We add any amount specified in a promotional offer. We add any amount required by the Promotion Calculation. We also add the largest of the following:

- The Calculated New Balance if it is less than \$27;
- \$27 if the Calculated New Balance is at least \$27;
- 1% of the Calculated New Balance plus the amount of your billed interest charges on that balance, any minimum interest charge allocated to that balance, and any applicable late fee. (The result is rounded up to the nearest dollar.) However, we subtract interest charges that accrued during prior billing cycles on a deferred interest balance that ended during the billing cycle covered by the statement; or
- 1.5% of the Calculated New Balance (the result is rounded up to the nearest dollar).

The Calculated New Balance equals the New Balance on the billing statement less any balances subject to a major purchase plan, the Promotion Calculation, or to either of two types of promotional terms. The first type are terms that do not require a minimum payment. The second type are terms that require an additional amount as part of the Minimum Payment Due.

The amount due on a major purchase plan balance is the smaller of:

- The Repayment Percentage times the major purchase plan's Highest Balance plus any credit protection or credit insurance fee allocated to that balance. (The result is rounded up to the nearest dollar.) Or
- The major purchase plan's balance on the Statement Closing Date.

For each major purchase plan balance, the Highest Balance is the highest major purchase plan balance on a Statement Closing Date, less any credit protection or credit insurance fee allocated to that balance for that cycle, since the last time that balance was zero. The balance is zero at account opening. The Repayment Percentage for the 24 month major purchase plan is 4.4768%. The Repayment Percentage for the 36 month major purchase plan is 3.1332%. The Repayment Percentage for the 48 month major purchase plan is 2.5358%.

The Promotion Calculation applies to some deferred interest transactions. The Promotion Calculation is based on the transaction amount as shown on the first statement that displays the transaction. For transactions made prior to March 1, 2016, it applies if paying \$25 on this balance each billing cycle would result in repayment before the end of the promotion period. For transactions made on or after March 1, 2016, it applies if paying \$27 on this balance each billing cycle would result in repayment before the end of the promotion period. The Promotion Calculation equals 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) The Promotion Calculation only applies during the promotion period. For deferred interest transactions made at Sears Holdings Corporation entities and its participating affiliates, subsidiaries and licensees, excluding Kmart stores, if a protection agreement is part of the deferred interest transaction, the protection agreement is treated as a separate transaction for purposes of evaluating whether the Promotion Calculation applies. Multiple protection agreements that are part of one deferred interest transaction are treated as one separate transaction.

The Minimum Payment Due may reflect adjustments to the New Balance. The Minimum Payment Due is never more than the Calculated New Balance plus three amounts. The first is any amount required by a major purchase plan. The second is any amount required by a promotional offer. The third is any amount required by the Promotion Calculation.

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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

VINCENT CHETTY,  
Plaintiff,

vs.

CITIBANK, NATIONAL ASSOCIATION,  
AND DOES 1 THROUGH 100 INCLUSIVE,  
Defendants.

Case No. 2:18-cv-00125-JAM-EFB  
[Assigned to the Honorable John A. Mendez]

**[PROPOSED] ORDER GRANTING  
STIPULATION TO STAY ACTION AND  
ARBITRATE ALL CLAIMS**

**[PROPOSED] ORDER GRANTING STIPULATION TO STAY ACTION AND ARBITRATE  
ALL CLAIMS**

*jam*  
**[PROPOSED] ORDER**

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Having reviewed the parties' Stipulation To Stay Action and Arbitrate All Claims, and finding good cause, the Stipulation is **GRANTED**.

The case is stayed and all claims will be submitted to binding arbitration before the American Arbitration Association pursuant to the terms of the arbitration agreement contained in the credit card agreements attached to the Stipulation as Exhibit 1-A, 1-B and 1-C. *\* jam*

IT IS SO ORDERED.

Dated: 2-22-2018

*John A. Mendez*  
Honorable John A. Mendez  
United States District Court Judge

*\* The parties shall file a joint status report within ten days of completion of the arbitration or within one year from the date of this order, whichever date comes first.*

STROOCK & STROOCK & LAVAN LLP  
2029 Century Park East  
Los Angeles, California 90067-3086