**CARDHOLDER AGREEMENT**

**INTRODUCTION:** In this document, the term “Agreement” means this Cardholder Agreement and the disclosures found in our “Important Cost Information about our Credit Card” insert that is included with your card carrier when your Card plastic is sent to you. In this Agreement, we call this “Important Cost Information” insert our “Account Opening Disclosures.” The terms “we,” “us” and “our” refer to UMB Bank, n.a., which is your credit card issuer. The terms “you” or “your” mean each person who applies for a credit card that is used primarily for personal, family or household purposes, either as an applicant or a co-applicant, and to whom we issue a credit card pursuant to this Agreement. These terms also apply to any person who has a current credit card Account with us that was issued primarily for personal, family or household purposes. Your liability under this Agreement is joint and several, which means that each of you is liable to us for the full balance of the Account and all lawful interest, fees and charges, which may include any costs of collection, including our attorney’s fees.

**YOUR PROMISE TO PAY:** You are entering into this Agreement with us, under which we agree, subject to the terms and conditions of this Agreement, to lend you money through the use of your Card, and you promise to pay back to us the money that we lend to you, plus any applicable interest charges and fees, in accordance with these terms and conditions. You borrow under this Agreement when you use a Card, even if you do not sign a purchase slip or other document for the transaction. If you use your Card number without presenting your actual Card (such as for mail, telephone, or Internet purchases), those transactions will be treated the same way as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes with your Card. Your obligation to repay us is the responsibility of your estate if you die. If you use a Card, you will have accepted this Agreement and agree be bound by it.

**OTHER IMPORTANT TERMS USED THROUGHOUT THIS AGREEMENT**

The terms listed in the far left column below have the meanings shown under the “What it means” column heading, when they are used throughout this Agreement. The terms and conditions of the Agreement that are directly related to the defined term are included in the last two columns to the right.

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<th>OUR RESPONSIBILITY</th>
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<td><strong>“Account”</strong></td>
<td>Your credit card account with us.</td>
<td>You promise to keep your Account in good standing, such as by making your payments on time, and to comply with the terms of this Agreement as long as your Account remains open or has a balance.</td>
<td>Your obligation to repay us is the responsibility of your estate if you die. If you use a Card, you will have accepted this Agreement and agree be bound by it.</td>
</tr>
<tr>
<td><strong>“Card”</strong></td>
<td>Any credit card associated with your Account, including all renewals and cards that we may issue to replace your current Card, for example, when you report your current Card as lost or stolen. The term also means any other access device that we issue to you that may be used to access your Account to obtain credit, including any Account number and any Convenience or Cashway Check.</td>
<td>You agree (1) to use your Card only for lawful purposes, (2) not to engage in any illegal transaction with your Card, and (3) to return the Card to us or destroy it immediately upon our request. If you keep your Account in good standing and comply with this Agreement, we will honor the Card as provided in this Agreement. The Card is and will remain our property.</td>
<td>We will give you access to your Account, up to the amount of your Credit Limit, through access devices, which may include Cards, checks and/or your Account number. But we may change your Credit Limit or close your Account as stated in this Agreement. You may also be able to use your Card through “digital wallets” that we provide access to or that others provide. There may be additional agreements that govern the digital wallets.</td>
</tr>
<tr>
<td><strong>“Advance”</strong></td>
<td>Any credit that we extend to you through your Account. The term “Advance” includes a Purchase Advance, a Cash Advance and a Balance Transfer.</td>
<td>You agree to repay all Advances made on your Account, whether you request it or whether others who have authorized request the Advance.</td>
<td>We will honor Advances up to your Credit Limit, subject to the terms set forth in this Agreement. Our obligation to make credit available to you under this Agreement is discretionary with us, and we may cancel your right to obtain additional Advances at any time, even if you are not in default. We may decide not to make Advances that we believe may be fraudulent or for other reasons outlined in the Agreement.</td>
</tr>
<tr>
<td><strong>“Authorized User”</strong></td>
<td>Any person that you give the right to use your Card or your Account, but who is not obligated to repay us for use of the Account.</td>
<td>You will be responsible for an Authorized User’s use of a Card and your Account, as well as anyone else the Authorized User allows to use the Card or Account. This will be true even if you did not want, or agree to, the particular use. You will be responsible to repay all Advances made on your Account by any Authorized User. You may have a separate agreement with an Authorized User under which the Authorized User agrees to repay you for use of your Card or Account.</td>
<td>You may ask us to add one or more Authorized Users and to issue an additional Card in that person’s name on your Account. If we agree to your request, we will need certain information about the Authorized User to manage your Account. We may limit an Authorized User’s right to make certain transactions. If we do, we will tell you about those limitations before adding any new Authorized User on your Account. Once we add an Authorized User to your Account, we may discuss your Account with that person and provide that person with Account information. You can cancel the right of an Authorized User to use your Account by contacting us at the Customer Service number provided below. We have a reasonable time to act on your request to end an Authorized User’s access to your Account.</td>
</tr>
<tr>
<td><strong>Removing Authorized Users</strong></td>
<td>If you want to remove an Authorized User from your Account, you must contact us as provided on your Statement and request the removal of that person. You also must immediately destroy all Cards in that person’s possession and cancel any of the automatic billing authorizations that person made to charge your Account by contacting those persons. We will not do this for you. Until those arrangements are cancelled, you are still responsible for all amounts they charge to the Account. You are responsible even if the charges do not appear on the Account Statement until later. Authorized Users may remove themselves from the Account by contacting us.</td>
<td>We have a reasonable amount of time after we receive a request to remove an Authorized User from your Account to remove them. When we do that, we may close your existing Account and/or issue a new Card with a new Account number.</td>
<td>We do not permit applicants to request a specific credit limit. We tell you your initial Credit Limit in the “Important Cost Information” insert that comes with your Card. We will also show your Credit Limit on your monthly billing Statement. We may also increase, decrease, restrict, or cancel your Available Credit at any time. This will not affect your obligation to repay us in accordance with the terms of this Agreement.</td>
</tr>
<tr>
<td><strong>“Credit Limit”</strong></td>
<td>The total amount of credit that we are willing to provide to you through your Account. You will have a lower Cash Advance Limit. See Cash Advances below.</td>
<td>You agree not to ask for or attempt to obtain any Advance that would cause you to exceed your Credit Limit. You are responsible for keeping track of your Account balances and your Available Credit. We may still honor transactions above your Credit Limit, but our honoring of those transactions will not increase your Credit Limit.</td>
<td>You agree not to ask for or attempt to obtain any Advance that would cause you to exceed your Credit Limit. You are responsible for keeping track of your Account balances and your Available Credit. We may still honor transactions above your Credit Limit, but our honoring of those transactions will not increase your Credit Limit.</td>
</tr>
</tbody>
</table>
The information below explains how we calculate and charge interest on your Account.

**“Available Credit”**
That part of your Credit Limit that is available at any particular time for additional Advances.

You may not make or attempt to make Advances that would exceed your Available Credit.

**“Purchase Advance”**
An Advance for buying goods or paying for services. We also treat your annual fee (if your Account has an annual fee), return payment charges or documentation charges; and certain Balance Transfers (as explained below) as Purchase Advances.

You must repay Purchase Advances as required by this Agreement.

**“Cash Advances” and “Cash Advance Limit”**
Advances made for cash or cash like equivalents, such as wire transfers, money orders, transfers checks, and some Balance Transfers (as explained below). Your Cash Advance Limit is a percentage of your overall Credit Limit. The Cash Advance Limit is disclosed in your Account Opening Disclosures and on your Statement.

You are responsible for repaying Cash Advances as required by this Agreement. Interest will be charged on Cash Advances at the “Annual Percentage Rate (APR) for Purchases” based on the variable rate formula shown in your Account Opening Disclosures. You can avoid this fee by paying at least the Minimum Payment Due shown on your monthly billing Statement by the Payment Due Date shown on the Statement.

**“Statement”**
A detailed record of your Account for a monthly billing period. Your Statement includes information on your transactions, charges, your Balance, Minimum Payment and Payment Due Date. This Agreement might also refer to your Statement as a “Periodic Statement” or a “Billing Statement.” Your Statement may be in electronic form if you have given us consent to send Statements to you in that manner and you have not revoked that consent by notice to us.

Your Statement may be only in electronic form if you have given us consent to send Statements to you in that manner and you have not revoked that consent by notice to us.

**“Business Day”**
Means any day in which JMB offices are open for the processing of payments and credits. Our Business Days are Monday through Friday, but do not include holidays.

**FEES AND CHARGES**

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<tr>
<td>Late Payment Fee</td>
<td>You can avoid this fee by paying at least the Minimum Payment Due shown on your monthly billing Statement by the Payment Due Date shown on the Statement.</td>
<td>We will assess a late charge of $27 if you fail to pay the Minimum Payment Due shown on your monthly billing Statement by the Payment Due Date. The late charge may be up to $35 if you do not make your Minimum Payment Due by its Payment Due Date more than once during a six month period. The late charge that we assess will never exceed your Minimum Payment. These fees may be adjusted as allowed by law.</td>
</tr>
<tr>
<td>Returned Payment Fee</td>
<td>You can avoid this fee by making sure that none of your payments to our Account are returned unpaid.</td>
<td>We will charge a Returned Payment Fee if any payment that you make on your Account is returned to us unpaid or dishonored. We will assess a charge of $27 for the first returned payment. We will assess a charge of $38 for any payment that is returned within six months of a previous returned payment. These fees may be adjusted as allowed by law.</td>
</tr>
<tr>
<td>Annual Fee</td>
<td>If you select an Account with us that has an Annual Fee, it will first be charged when your Account is opened. You can cancel your Account and avoid the fee for the first year and any subsequent year by notifying us that you want to close your Account within thirty (30) days after the annual fee appears on your monthly billing Statement.</td>
<td>The amount of the Annual Fee, if any, is disclosed in your Account Opening Disclosures. The fee is charged when your Account is opened and each year after that.</td>
</tr>
<tr>
<td>Document Charge</td>
<td>Keep all the monthly billing Statements, disclosures and notices that we send to you about your Account. This fee will not be charged for requests for documents in connection with a written notice of a billing error, or when you ask for an additional copy of your Cardholder Agreement or Account Opening Disclosures. You can get a copy of your billing Statement by using our Online Banking Service.</td>
<td>If you ask for a duplicate copy of your monthly billing Statement, a check you wrote on your Account or another document related to your Account, we may impose a charge for sending you the copy, unless prohibited by law. The amount of the fee may change from time to time. You may call us at (800) 821-5184 for the current amount of the Document Charge.</td>
</tr>
</tbody>
</table>

The information below explains how we calculate and charge interest on your Account.

**INTEREST CHARGES**

**Variable APRs**
We determine the Annual Percentage Rates (“APR”) applicable to the different types of transactions on your Account in the manner described in your Account Opening Disclosures. These APRs are variable, unless the disclosures that we provide to you in connection with a particular offer say otherwise. This means that your interest rate is calculated by adding a percentage rate (called a “Margin”) to the Prime Rate for a billing period. (In some cases, such as for promotional offers like Balance Transfers, the APR may be fixed for the period of time specified in the Account Opening Disclosures or the marketing materials that we provide related to the special offer; after the promotional period has ended, the APR will be variable.) When your interest rate is variable, the APR for a category of transactions (such as Cash Advances or Purchase Advances) may vary from billing period to billing period if the Prime Rate changes. The “Prime Rate” is the highest prime rate published in the “Money Rates” section of The Wall Street Journal print edition. The Prime Rate used in a billing period to calculate your interest rate is the Prime Rate most recently available as of the 8th day of the previous month, or the next Business Day if the 8th is not a Business Day.

The Margin for Purchase Advances and the Margin for Cash Advances are stated in your Account Opening Disclosures. These Margins will apply to your Account unless we change the Margin after giving you notice as required by law. If we change the Margin that applies, the new Margin will only apply to new transactions after the effective date of the change. You will generally have at least 45 days notice of the change.

**Maximum APR**
The maximum interest rate that we apply to your outstanding balances is disclosed on the Account Opening Disclosures that you receive with your Card. However, a minimum interest charge may apply, as set forth in the Account Opening Disclosures; the minimum interest charge is not included in our calculation of your maximum interest rate.

If you are a member of the Armed Forces or a dependent of a member of the Armed Forces, your maximum Annual Percentage Rate is disclosed in the Military Lending Act paragraph below.

**Grace Periods**
Cash Advances (including Balance Transfers that are treated as Cash Advances); There is no grace period for Cash Advances. Purchase Advances: Your Payment Due Date is shown on your Statement, and will be at least 25 days after the close of each billing period. You will not be charged a periodic interest charge on new Purchase Advances if you pay your New Balance in full by the Payment Due Date shown on that Statement. If you do not pay any portion of the New Balance by the Payment Due Date, there will be an interest charge assessed on each Purchase from the date the Purchase is made.

**Monthly Interest Calculation**
We calculate the monthly interest charge on your Account in the following manner:

First, we calculate the “Average Daily Balance” for each category of transactions (e.g., Cash Advances, Purchase Advances, or Promotional Balances) by doing the following:

We take the beginning balance for that type of transaction each day during the monthly billing period and add in any new Advances of that type posted that day and subtract any payments that are applied to the transaction category for that day. This gives us the daily balance for that type of transaction.

We then add up all the daily balances for each transaction type for each day included in the monthly billing Statement, and divide by the total number of days included in the monthly billing Statement. That gives us the Average Daily Balance for each transaction type.

Next, we divide the applicable Annual Percentage Rate by 365. This gives us the “Daily Interest Rate.”

Finally, we multiply the applicable Daily Interest Rate for each type of transaction by the Average Daily Balance for that category of transactions. This gives us the interest charge for each category of transactions.

**Minimum Interest Charge**
A Minimum Interest Charge will be assessed to your Account for any billing period in which monthly interest is charged, but the calculated amount of the monthly interest is less than the Minimum Interest Charge. When this occurs you will not be charged the calculated monthly interest charge, but will instead be charged the Minimum Interest Charge. The amount of the Minimum Interest Charge is shown in the Account Opening Disclosures.

**Military Lending Act**
The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers") for new credit card accounts opened on or after October 3, 2007. The provisions of this section apply only to Covered Borrowers who open their Accounts after that date. If you would like more information about whether you are a Covered Borrower and whether this paragraph applies to you, please contact us at (888) 655-2179.

Statement of MAPR: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an Annual Percentage Rate of 9%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Ooral Disclosures: If you are a Covered Borrower and want to hear important disclosures and payment information about your obligations under this Agreement, please call (888) 655-2179.
ACCOUNT FEATURES

The information below explains how we calculate your required payments, how you may make payments, and how we apply your payments to your Account balances.

PAYMENTS

Minimum Payment Calculation

The Minimum Payment that we will show on your monthly billing Statement will equal:

(1) Any Minimum Payment from the previous monthly billing period that you did not pay, plus
(2) The greater of:
   a. $25.00, or
   b. The amount of any Late Payment Fee or Returned Payment Fee charged on the monthly billing Statement, or
   c. The sum of
      i. one percent (1%) of the New Balance, plus
      ii. total billed monthly interest charges, plus
      iii. any Late Payment or Returned Payment Fees.

The Minimum Payment will never exceed your Account’s New Balance amount.

Sending Us Payments

Where

All payments that you make to us through the mail must be sent to us at the address for payments shown on your monthly billing Statement. The mailing address for payments is also shown below under “Other Customer Service Information.”

When Payments Are Creditable to your Account

Payments that we receive by 5:00 p.m. on any Business Day at the post office box address on your monthly billing Statement will be credited to your Account as of that day. If the Payment Due Date falls on a non-Business Day, we will treat any payment received by you at that post office box address by 5:00 p.m. on the next Business Day as being received by us on the Payment Due Date. Payments that do not meet the requirements of this “Sending Us Payments” section may be subject to a delay in crediting up to five (5) days after the date of receipt.

When we receive a check in payment on your Account, we will credit the check as a payment to reduce the balance for purposes of calculating the interest you owe, but the full amount of your payment may not be reflected in your Available Credit or for up to ten (10) Business Days, to allow us to be sure that the check is collected.

How

All payments must be payable in U.S. dollars from an account at a U.S. financial institution and otherwise in a form acceptable to us. Payments made with a check drawn on a foreign bank will not be accepted. We do not accept cash payments through the mail. You may not make payments using the available credit from your Account or any other credit account with us or any other company within the UMB organization.

Payments made through the mail must include the payment slip that we send you as part of your monthly billing Statement.

Sending Us Checks; Notice of Electronic Presentment

When you provide a check as payment, you authorize us to either (1) process the payment as a check transaction or (2) use the information from your check to make a one-time electronic fund transfer (“EFT”) from your deposit account. When we use information from your check for an EFT, funds may be withdrawn from your deposit account as soon as the same day we receive your payment. If your check is converted into an electronic image it will be collected and returned electronically.

Availability of Credit After Payment

We may, at our discretion, delay the availability of credit when you make a payment until we reasonably believe that your payment has cleared. We do not provide you with a notice if we delay replenishing your Available Credit to ensure the collectability of your payment. If we replenish your Credit Limit before a payment has cleared and a payment is returned to us unpaid, it will reduce your Available Credit, and may result in your Account being in an over-the-credit-limit status.

Payments Marked with Restrictive Words, Conditions or Instructions

Any check or other payment that has restrictive words, conditions, limitations, or special instructions added (including payments marked with the words “Paid in Full” or similar language) and all accompanying communications must be mailed to and received at P.O. Box 497124, Kansas City, Missouri 64149-7124, and include the phrase “Attn: Payment of Disputed Amount” or words of similar effect in the heading of your letter. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment without losing any of our rights. We may deposit any such payment without that deposit affecting an accord and satisfaction with respect to the disputed amount.

Other Payment Provisions

We can accept partial payments, late payments, or payments with any restrictive writing without losing our rights under this Agreement. You should not send us a postdated check to make a payment. If you do so, we may decide to present the check for payment before the date that you wrote on the check, or return it without processing it for payment to the person who sent it. We are not liable to you for any loss or expense arising from the action we decide to take in those circumstances. We may adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

How Payments Are Applied

Minimum Payment

If applicable, your Statement will show the Minimum Payment Due and the Due Date. To avoid a late payment fee, you must pay us at least this minimum payment amount by the due date provided in the Statement. In addition to the minimum payment, you may pay all or part of the total balance on your Account. You must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous Statement. The entire balance is immediately due and payable if your Account is 90 days past due, part of a bankruptcy proceeding or is otherwise charged off. We may apply your Minimum Payment to your Account in any manner that we choose, including in a way that is most favorable to us. However, all payments are applied in accordance with applicable law.

Amounts in Excess of Minimum Payment

If you make a payment that exceeds your Minimum Payment, we will generally apply the excess amount to your Account balances in order of the highest Annual Percentage Rate to the lowest Annual Percentage Rate.

Prepayment

You may pay off all or any part of your outstanding Account balance at any time. Payment of more than the Minimum Payment Due in one billing period (but less than the outstanding balance) will not relieve you of the obligation to pay the entire Minimum Payment Due in any later billing period.

Default

The information below explains how you can avoid defaulting and what happens if you default.

If you are in default, we may take the following actions without notifying you, unless the laws say that we must notify you:

(a) Invoke your Account privileges temporarily or permanently and close your Account;
(b) Lower your Credit Limits;
(c) Declare your full Account balance to be immediately due and payable, subject to any notice and cure rights required by applicable law;
(d) Exercise any right or remedy under this Agreement and applicable law;
(e) Continue to charge you interest charges and fees as long as your balances remain outstanding, subject to our compliance with applicable law; and
(f) Charge you fees and expenses incurred when we try to collect on your Account, including, subject to applicable law, attorneys’ fees and court costs. If you are a resident of Nebraska, Iowa or any other state that prohibits contracting for or charging attorneys’ fees when you default, we will not charge you attorneys’ fees.
SUMMARY
If any provision of this Agreement is found to be invalid or unenforceable under any law, rule or regulation, that does not affect the validity or enforceability of any other provision

Changes to this Agreement
We have the right to make changes to this Agreement. We will notify you of these changes as we are required to do in the time frame prescribed by law.

Liability
We have no responsibility for any merchandise purchased or services rendered to you through the use of your Card, except for liability that is specifically imposed on us by law.

Bankruptcy Notification
You must inform us if you declare bankruptcy.

Governing Law
This Agreement is governed by Missouri and federal law and, with respect to fees and charges other than interest, by Nebraska law.

Severability
The Agreement remains valid even if any provision is unenforceable.

Assignment
We may sell, assign or transfer this Agreement, Account balance, or any of your rights or obligations under this Agreement, without notice to you or your consent, but you may not do so.

Closing Your Account
We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

Lost or Stolen Cards; Unauthorized Use
If you notice the loss or theft of your credit card or a possible unauthorized use of your Card, write to us immediately at: Card Services, P.O. Box 419734, Kansas City, Missouri 64143-6734, or call (800) 821-5184. Telephoning us will not preserve your Billing Error Rights.
Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

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.

You must notify us of any potential errors in writing. You may call us at (800) 821-5184, or from the Kansas City area (816) 843-2000, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

You must contact us:

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: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734.

If all of the above criteria are met and you are still dissatisfied with the purchase, contact us in writing at: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734.

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

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:

1. You must not yet have fully paid for the purchase.
2. 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).
3. 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 the 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 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 above criteria are met and you are still dissatisfied with the purchase, contact us in writing at: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734.

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 do not pay, we may report you as delinquent.