# ACCOUNT APPLICATION and AGREEMENT



# WELCOME TO ALLIED COOPERATIVE,® WE LOOK FORWARD TO SERVING YOU!

## **APPLICATION INSTRUCTIONS:**

All qualifying cash and credit customers are required to have an *Account Application and Agreement* on file with Allied Cooperative. Please complete and sign the application and *Individual Consent and Certification of Taxpayer I.D. Number card* (for individual accounts) or *W-9 form* (for business accounts). All forms must be completed and signed for Cash Accounts and/or Credit/Charge Accounts. By completing this application, and making purchases, you become a member of Allied Cooperative.

## What is a CASH ACCOUNT?

Payment is due prior to delivery.

### What is a CREDIT/CHARGE ACCOUNT?

ALLIED COOPERATIVES CREDIT POLICY IS BALANCE DUE NET-30 DAYS. The cooperative's credit policy cannot be used for financing crop inputs, feed, fuel, LP gas, etc. for long or short term. All customers needing credit terms beyond 30 days must show proof of financing from their bank, or apply for financing from one of the cooperative's loan programs available to qualifying applicants.

### "THE CUSTOMER IS THE COMPANY"

One of the many benefits of doing business with your local cooperative is the return of patronage dividends to our customers. Patronage (your share of the yearly profits) is based on your yearly purchases and Allied Cooperative yearly profits.

Allied Cooperative's credit policy and application guidelines are set by the Cooperative's Board and enforced by management. Credit terms offered by Allied Cooperative are intended as convenience credit to co-op customers, and is not a right of being a member or for doing business.

Allied Cooperative reserves the right to deny and/or refuse to do business with any applicant.

If you have questions, please contact the Credit Manager, Raymond Murphy at 608-339-3394 ext. 2258, fax 608-339-7068, or email rmurphy@allied.coop

Original signatures are required for all applications. Because of this, we ask you to return the application in person at one of our Allied Cooperative office locations or mail to the address below. UNSIGNED, INCOMPLETE, OR ILLEGIBLE APPLICATIONS WILL NOT BE CONSIDERED FOR AN ACCOUNT, AND WILL BE DENIED AND RETURNED TO YOU!

PLEASE RETURN THE COMPLETED AND SIGNED FORMS TO:

## **ALLIED COOPERATIVE / CREDIT DEPARTMENT**

P.O. Box 729 • 540 S Main Street • Adams, WI 53910

Phone: 608-339-3394 • Toll Free 800-247-5679 • Fax: 608-339-7068

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PLEASE PRINT LEGIBLY and SIGN WHEN COMPLETE

**Update Existing Account** 

#### PURPOSE OF ACCOUNT (select one)

(or)

(or)

□New Account

#### **APPLICANT INFORMATION**

Individual Account

Business Account (select applicable)

□ Sole Proprietorship: DBA

Limited Liability Company

- □ Partnership
- Corporation: Date of incorporation

ALL APPLICANTS ARE SUBJECT TO CREDIT CHECKS. IF APPLICANT IS APPLYING FOR A BUSINESS ACCOUNT, THE AUTHORIZED PERSON COMPLETING THIS APPLICATION MUST ALSO PROVIDE THEIR NAME AND SOCIAL SECURITY NUMBER. SUCH PERSONS UNDERSTAND THEY ARE ALSO CONSIDERED TO BE AN APPLICANT AND THAT THEY WILL BE REQUIRED TO SIGN PERSONALLY AS A BORROWER.

	BILLING INFORMATIO	N (Individual/guarantor)
Full Legal Name:		
Title (if applicable):		
Date of Birth: /	/ SSN:	
Address:	P.O. Box:	
City:	State:	Zip:
County:		
Phone:	Cell:	
Email:	Fax:	
Employed by:		

#### CO-APPLICANT / PARTNER INFORMATION (if applicable)

Full Legal Name:	
Title (if applicable):	
Date of Birth: / /	SSN:
Address:	P.O. Box:
City:	State: Zip:
Relationship to Primary Applicant:	
Phone:	Cell:
Email:	Fax:
Employed by:	

#### FOR OFFICE USE ONLY

Allied Employee Name:

Customer #:

Approved by:

Cash Account

Date Approved:

Dept#/Location:

Credit Limit \$:

## TYPE OF ACCOUNT (account description on cover page - select one)

(or)

□Credit/Charge Account

BUSINESS INFORMATION (if appli	icable)	
Business Name:		
Federal Tax ID Number:		
Tax Exempt Number:		
Address:	P.O. Box:	
City:	State:	Zip:
County:		
Phone:	Cell:	
Email:	Fax:	
Bank Name:	Bank City/St:	
Checking Operating Line of Credit	Acct Number:	
Bank Phone:	Bank Fax:	

#### FARM / RETAIL APPLICANTS INFORMATION

Agronomy	🗆 Auto Parts / Tires
🗆 Feed / Grain	Hardware
Farm Fuel (diesel/Gas/LP)	Convenience Store

Estimate of Annual Purchases: \$

LP / FUEL APPLICANTS INFORMATION					
🗆 LP Gas		□Fuel Oil			
LP Tank is:	_ ``	□Owned by property owner □Requesting new set from Allied Coc		Leased from Allied Cooperative operative	
LP Tank size:	□125 Gallon □500 Gallon	□250 Gallon □1,000 Gallon		20 Gallon 00# Cylinder	
Current deliv	very address:			County:	
City:		Sta	te:	Zip:	
Property is :	Property is : Owned Rented If rented, name of Landlord?				
Are you swite	Are you switching from a previous fuel or LP provider? □Yes □No				
If yes, previo	If yes, previous provider:				
Previous deli	Previous delivery address: County:				
City:		Sta	te:	Zip:	

IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST. I THE UNDERSIGNED HERERY PERSONALLY GUARANTEE TO YOU THE PAYMENT AT 540.5 MAIN STREET PO BOX 729 ADAMS WISCONSIN OF ANY ORI IGATION OF THE COMPANY AND I HEREBY AGREE TO BIND MYSELF TO PAY YOU ON DEMAND ANY SUM WHICH MAY BECOME DUE TO YOU BY THE COMPANY WHENEVER THE COMPANY SHALL FAIL TO PAY THE SAME. IT IS UNDERSTOOD THAT THIS GUARANTY SHALL BE A CONTINUING AND IRREVOCABLE GUARANTY AND INDEMNITY FOR SUCH INDEBTEDNESS OF THE COMPANY. I DO HEREBY WAIVE NOTICE OF DEFAULT, NON-PAYMENT AND NOTICE THEREOF AND CONSENT TO ANY MODIFICATION OR RENEWAL OF THE CREDIT AGREEMENT HEREBY GUARANTEED. IN THE EVENT THAT COLLECTION BECOMES NECESSARY, I AGREE TO PAY ALL THE COOPERATIVE'S COSTS OF COLLECTION INCLUDING, BUT NOT LIMITED TO, ITS ACTUAL ATTORNEY'S FEES. I/WE STATE THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE AUTHORIZE ALLIED COOPERATIVE TO INVESTIGATE OUR CREDIT WORTHINESS, CREDIT HISTORY AND FINANCIAL RESPONSIBILITIES THROUGH ANY CREDIT BUREAU OR BY DIRECT CONTACT WITH PAST OR PRESENT CREDITORS. I/WE HEREBY AUTHORIZE BANKS AND FINANCIAL INSTITUTIONS TO GIVE CREDIT INFORMATION TO ALLIED COOPERATIVE. IF THIS APPLICATION IS APPROVED FOR ACCOUNT CREDIT. I/WE AGREE TO PAY ACCORDING TO ALLIED ACKNOWLEDGE THAT THE APPLICANT IS A VALID BUSINESS ENTITY AND YOU ARE AUTHORIZED TO MAKE THIS APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION SUBMITTED IS COMPLETE AND ACCURATE.

#### APPLICANT'S SIGNATURE(S) and DATE: (required on all applications)

# **CREDIT POLICY**



THE CREDIT POLICY IS APPLICABLE TO THOSE PATRONS FOR WHOM CREDIT HAS BEEN APPROVED, UPON COMPLETION OF THE APPROPRIATE CREDIT APPLICATION AND ANY OTHER PAPERWORK REQUIRED FOR SERVICES REQUESTED.

1. THE CLOSING DATE OF THE BILLING CYCLE WILL BE THE LAST DAY OF THE MONTH. ALL ACCOUNT BALANCES ARE DUE IN FULL BY THE 20TH DAY AFTER THE CLOSING DATE.

2. THESE CREDIT TERMS SHALL BE APPLICABLE TO PURCHASES OF GOODS AND SERVICES MADE BY PATRONS FROM TIME TO TIME FROM THE COOPERATIVE.

3. PATRONS WILL BE FURNISHED WITH A MONTHLY STATEMENT FOR ALL PURCHASES CHARGED TO THEIR ACCOUNTS. IF THE AMOUNT FOR WHICH CREDIT IS EXTENDED IS RECEIVED BY THE 20TH AFTER THE CLOSING DATE, A FINANCE CHARGE WILL NOT BE ASSESSED. IF THE AMOUNT FOR WHICH CREDIT IS EXTENDED IS NOT RECEIVED BY THE 20TH DAY AFTER CLOSING DATE, A FINANCE CHARGE ON THE PAST DUE BALANCE WILL BE ASSESSED. THE PAST DUE BALANCE IS COMPUTED BY DEDUCTING ALL CURRENT PAYMENTS AND CREDITS FROM THE PREVIOUS BALANCE. THE FINANCE CHARGE WILL BE COMPUTED BY APPLYING A PERIODIC RATE OF 1.5% PER MONTH AGAINST THE ENTIRE PAST DUE BALANCE (ANNUAL PERCENTAGE RATE OF 18%). PAYMENTS SHALL FIRST BE APPLIED TO UNPAID FINANCE CHARGES, THEN TO THE REMAINING OUTSTANDING BALANCE.

4. ALL AGRONOMY INPUT ORDERS FOR DELIVERY OR PICK-UP BY CUSTOMERS WITH A NEGATIVE CREDIT HISTORY WITH ALLIED COOPERATIVE (CONSIDERED A CASH ACCOUNT PER PARA. 5) MUST BE PREPAID OR BE PAID IN CASH AT THE TIME OF THE ORDER OR PICK-UP. CREDIT LIMITS WILL BE RESTRICTED TO THE PREPAID AMOUNT OR THE AMOUNT OF A CUSTOMER APPROVED LOAN. ADDITIONAL PREPAYMENT MUST BE MADE IN ORDER TO SECURE ADDITIONAL AGRONOMY PRODUCTS IN THE SAME SEASON.

5. ACCOUNTS HAVING ANY PORTION OF THE OUTSTANDING BALANCE EXCEEDING 60 DAYS WILL BE PLACED ON A CASH ONLY BASIS. PROMPT ACTION WILL BE TAKEN TO COLLECT ANY BALANCE OVER 60 DAYS OLD. CREDIT WILL NOT BE REINSTATED UNTIL ARRANGEMENTS HAVE BEEN MADE WITH THE DIRECTOR OF CREDIT. IN THE EVENT THAT COLLECTIONS PROCEEDINGS MUST BE IMPLEMENTED TO COLLECT ANY BALANCE PAST DUE, THE CUSTOMER MAY BE SUBJECT TO ADDITIONAL COURT COSTS AND/OR ACTUAL ATTORNEY FEES WHERE NOT PROHIBITED BY LAW. THIS AGREEMENT APPLIES TO ALL UNPAID CHARGES INCURRED PRIOR TO THE DATE OF THIS AGREEMENT AND ALL FUTURE CHARGES.

6. ALL NEW ACCOUNTS THAT ARE BUSINESS, CORPORATIONS, PARTNERSHIPS AND LLC'S WILL BE REQUIRED TO GIVE THE COOPERATIVE PERSONAL GUARANTEES. BOTH THE CREDIT APPLICATION AND PERSONAL GUARANTEES MUST BE SIGNED BEFORE CREDIT IS GRANTED. ACCOUNTS ESTABLISHED BEFORE MARCH 1ST 2002, WILL BE GRANDFATHERED IN AS TO REQUIRING PERSONAL GUARANTEE. IF CREDIT MANAGEMENT DETERMINES THAT THE CREDIT RISK WARRANTS A PERSONAL GUARANTEE, THEY MAY REQUIRE ONE AT THAT TIME.

7. MANAGEMENT MAY REQUIRE CERTIFIED PAYMENTS AND/OR FURTHER LIMIT OR DISCONTINUE CREDIT TO ANY ACCOUNT AT ANY TIME. SPECIAL EMERGENCY EXTENSION OF CREDIT WILL BE CONSIDERED, BUT ARRANGEMENTS MUST BE MADE WITH MANAGEMENT.

8. ANY CHECK RETURNED FOR ANY REASON WILL BE CHARGED A \$35.00 FEE.

9. ALLIED COOPERATIVE HAS THE RIGHT TO AMEND THE TERMS AND CONDITIONS OF THIS CREDIT POLICY AND WILL DO SO IN A MANNER TO THE EXTENT REQUIRED BY APPLICABLE LAW.

10. AS REQUIRED BY THE WISCONSIN MARITAL PROPERTY REFORM ACT: I/WE ARE HEREBY NOTIFIED THAT NEITHER A MARITAL PROPERTY AGREEMENT (A UNILATERAL STATEMENT UNDER SEC 766.59 WIS. STATS.) NOR A COURT DECREE (UNDER SEC. 766.70, WIS. STATS.) WILL ADVERSELY AFFECT ALLIED COOPERATIVE, UNLESS BEFORE THE TIME-CREDIT IS GRANTED, ALLIED COOPERATIVE IS FURNISHED WITH A COPY OF SUCH AGREEMENT OR HAS ACTUAL KNOWLEDGE OF THE ADVERSE PROVISION TO THE CREDIT APPLICATION.

I AGREE THAT THIS ACCOUNT WILL BE USED IN THE BEST INTEREST OF MY MARRIAGE/FAMILY AND/OR BUSINESS. I/WE HAVE READ AND UNDERSTAND THIS CREDIT POLICY.

APPLICANT'S SIGNATURE(S) and DATE: (Required on all applications – all business applicant's must sign)							
Individual Signature:	Co-Applicant Signature:	Business Signature:	Guarantor Signature (required if applicable):				
Date:	Date:	Date:	Date:				

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# PERSONAL GUARANTY



## FOR BUSINESS ACCOUNTS ONLY

All business applications must have a signed and dated personal guaranty attached.

Date:	
I,, residing at	, for and in consideration
of your extending credit at my request to	
, hereby personally guarantee to you the payme	nt at 540 S. Main St., PO Box 729, Adams, Wisconsin of any obligation of
the Company and I hereby agree to bind myself to pay you on demand any sum whi	ch may become due to you by the Company whenever the Company
shall fail to pay the same. It is understood that this guaranty shall be a continuing a	nd irrevocable guaranty and indemnity for such indebtedness of the
Company. I do hereby waive notice of default, non-payment and notice thereof a	nd consent to any modification or renewal of the credit agreement
hereby guaranteed. In the event that collection becomes necessary, I agree to pay	all of the Co-op's costs of collection including, but not limited to, its
actual Attorney's fees."	
Signature:	
Print Name:	
Witness:	
Witness:	-

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## INDIVIDUAL CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER

**Allied Cooperative** P.O. Box 729 • 540 S Main Street • Adams, WI 53910 Phone: 608-339-3394 Fax: 608-339-7068



Name as shown on account			Taxpayer ID Number, SSN or EIN	
Mailing Address			Phone	Cell
City	State	Zip	Birth Date	

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from Allied Cooperative with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by me at any time if in writing.

Certification - Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for the number to be issued to me), and (2) I am not subject to backup withholding, because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interests or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions: You must cross out items (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

The Internal Revenue Service does not require consent to any provision of this document other than the certification required to avoid backup withholding.

Signature

Date

#### BILLING STATEMENTS (Complete the following)

□ Yes, I would like to receive my statement instantly via email. Allied Cooperative's preferred method of statement delivery is by email. Please provide the email address you would like to receive your statement at below.

Email to:

#### □ **No, please send a paper statement via U.S. Postal Service.** Paper statements will be mailed to the billing address on your account.



#### Wisconsin Sales and Use Tax Exemption Certificate Form S-211

Do not send this certificate to the Department of Revenue

Purchaser: Complete this certificate and give it to the seller.

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

Check One		Single Purchase
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Continuous

Ρι	Purchaser Information					
Bu	Business Name		Туре с		ype of Business	
Bu	isiness Address		City	State	ZIP Code	
Pu	ırchaser's Tax ID Number				State of Issue	
-		FEIN	Driver's License Number/State Iss	ued ID Nu	mber State of Issue	
	no Tax ID Number, enter one the following:					
Se	eller Information					
Na	ame					
Ad	ldress		City	State	ZIP Code	
		Dee	een fer Evenntien			
_			son for Exemption			
	Resale (Enter purchase	er's seller's permit or use tax	certificate number)			
Ma	anufacturing and Biotecl	hnology				
	an article of TPP or iter component part of the ar	ms or property under s.77.5 rticle of TPP or items or prop	52(1)(b) or (c) that is destined	for sale estined f	y by a manufacturer in manufacturing and that becomes an ingredient or or sale or is consumed or destroyed )(b) or (c) destined for sale.	
	Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.					
	processing equipment, t		Ild be authorized to purchase wi		intenance of machines and specific es or use tax, at the time the service	
	Fuel and electricity consu	umed in manufacturing tangib	le personal property or items or	property	under s.77.52(1)(b) or (c) in this state.	
	Percent of fuel exempt:	%	Percent of electricity exempt:		%	
	Portion of the amount of	f fuel converted to steam for	purposes of resale. Percent of	of fuel ex	empt:%	
	Property used exclusively and directly in qualified research, by persons engaged in manufacturing at a building assessed under s. 70.995, by persons engaged primarily in biotechnology in Wisconsin, or a combined group member conducting qualified research for another combined group member that meets these requirements.					
Fa			ust use item(s) exclusively and dir Iviculture, beekeeping or custom		e business of farming, including dairy services.)	
	Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming. This includes services to the property and items above.					
	Feed, seeds for planting	, plants, fertilizer, soil conditi	oners, sprays, pesticides, and f	ungicide	S.	
	Breeding and other livestock, poultry, farm work stock, bees, beehives and bee combs.					
			nin, hay, and silage (including used to store or cover hay and s		rs used to transfer merchandise to aling twine and baling wire.	
	Animal waste containers	or component parts thereof	(may only mark certificate as "	Single Pu	ırchase").	
	Animal bedding, drugs fo	or farm livestock or bees, and	d milk house supplies.			

G	overnmental Units and Other Exempt Entities	Enter CES	No., if applicable			
	The United States and its unincorporated agencies and instrumentalities.					
	Any federally recognized American Indian tribe or band in this state.					
	Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts.					
	Organizations meeting the requirements of section 501(c)(3) of the Internal a CES number above.	Revenue	Code. Wisconsin organi	zations must enter		
O	ther					
	Containers and other packaging, packing, and shipping materials, used to	transfer m	nerchandise to customers	of the purchaser.		
	Trailers and accessories, attachments, parts, supplies, materials, and ser used exclusively in common or contract carriage under LC, IC, or MC No.	vice for m	otor trucks, tractors, and	-		
	Machines and specific processing equipment used exclusively and directl operation, including repair parts, replacements, and safety attachments.	y in a ferti	ilizer blending, feed millir	ng, or grain drying		
	Building materials acquired solely for and used solely in the construction dropping feed or fertilizer ingredients into a mixer or for storage of such gra feed milling, or grain drying operation.					
	Tangible personal property purchased by a person who is licensed to operate if the property is used exclusively and directly in the origination or integration radio or television transmissions that are generally available to the public free	of various	sources of program mate	rial for commercial		
	Fuel and electricity consumed in the origination or integration of various television transmissions that are generally available to the public free of cha					
	Percent of fuel exempt: % Percent of electricity	exempt: _	%			
	Tangible personal property and items, property and goods under s.77.52(1)   on my behalf where		., .			
	is registered to collect and remit sales tax to the Department of Revenue or					
	Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment #, who is enrolled with and resides on the					
	Tangible personal property and items and property under s.77.52(1)(b) and ( waste treatment facility, including replacement parts, chemicals, and supplie Do not check the "continuous" box at the top of page 1.					
	Portion of the amount of electricity or natural gas used or consumed in an in (Percent of electricity or natural gas exempt%)	ndustrial w	vaste treatment facility.			
	Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (inclu-	ding wood	pellets which are 100% v	vood) used for fuel		
	,	tural Gas empt	% of Fuel Exempt			
	Residential%	%	%	•		
	Farm%	%	%	,		
	Address Delivered:					
	Percent of printed advertising material solely for out-of-state use.					
	Catalogs, and the envelopes in which the catalogs are mailed, that are desig or to advertise the services of individual business firms.	ined to adv	vertise and promote the sa	ale of merchandise		
	Computers and servers used primarily to store copies of the product that are printing press or are used primarily in prepress or postpress activities, by per					
	Purchases from out-of-state sellers of tangible personal property that are ter and that are then delivered and used solely outside this state, by persons w					
	Other purchases exempted by law. (State items and exemption).					
the us	eclare that the information provided is complete and accurate to the best of my kno e exempt manner indicated. If a product is not used in an exempt manner, I will rem e. I understand that failure to remit the use tax may result in a future liability, inclu	it use tax oi ding tax, in	n the purchase price at the terest, and penalty.	time of first taxable		
	UTION: Using this certificate to avoid paying sales tax may result in a fine of \$250 Inature of Purchaser Print or Type Name		transaction for which the ce tle	Prtificate is used		

# YOUR RIGHTS TO DISPUTE BILLING ERRORS



THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OUR RESPONSIBILITIES UNDER THE FAIR CREDIT BILLING ACT.

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

IF YOU THINK YOUR BILL IS WRONG, OR IF YOU NEED MORE INFORMATION ABOUT A TRANSACTION ON YOUR BILL WRITE US ON A SEPARATE SHEET (AT THE ADDRESS LISTED ON YOUR BILL). IN ORDER TO PROTECT YOUR RIGHTS, WE MUST RECEIVE YOUR LETTER NO LATER THAN 60 DAYS AFTER WE SENT YOU THE FIRST BILL ON WHICH THE ERROR OR PROBLEM APPEARED. YOU CAN TELEPHONE US, BUT DOING SO WILL NOT PRESERVE YOUR RIGHTS.

IN YOUR LETTER, PROVIDE US WITH THE FOLLOWING INFORMATION:

- YOUR NAME AND YOUR ACCOUNT NUMBER
- THE DOLLAR AMOUNT OF THE SUSPECTED ERROR

• DESCRIBE THE ERROR AND EXPLAIN, IF YOU CAN, WHY YOU BELIEVE THERE IS AN ERROR. IF YOU NEED MORE INFORMATION, DESCRIBE THE ITEM YOU ARE UNSURE ABOUT.

### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

WE MUST ACKNOWLEDGE YOUR LETTER WITHIN 30 DAYS, UNLESS WE HAVE CORRECTED THE ERROR BY THEN. WITHIN 90 DAYS, WE MUST EITHER CORRECT THE ERROR OR EXPLAIN WHY WE BELIEVE THE BILL WAS CORRECT.

AFTER WE RECEIVE YOUR LETTER, WE CANNOT TRY TO COLLECT ANY AMOUNT YOU QUESTION OR REPORT YOU AS DELINQUENT. WE CAN CONTINUE TO BILL YOU FOR THE AMOUNT IN QUESTION, INCLUDING FINANCE CHARGES, AND WE CAN APPLY ANY UNPAID AMOUNT AGAINST YOUR CREDIT LIMIT. YOU DO NOT HAVE TO PAY ANY QUESTIONED AMOUNT WHILE WE ARE INVESTIGATING, BUT YOU ARE STILL OBLIGATED TO PAY THE PARTS OF YOUR BILL THAT ARE NOT IN QUESTION.

IF WE FIND THAT WE MADE A MISTAKE ON YOUR BILL, YOU WILL NOT HAVE TO PAY ANY FINANCE CHARGES RELATED TO ANY QUESTIONED AMOUNT. IF WE DID NOT MAKE A MISTAKE, YOU MAY HAVE TO PAY FINANCE CHARGES, AND YOU WILL HAVE TO MAKE UP ANY MISSED PAYMENTS ON THE QUESTIONED AMOUNT. IN EITHER CASE, WE WILL SEND YOU A STATEMENT OF THE AMOUNT YOU OWE AND THE DATE THAT IT IS DUE.

IF YOU FAIL TO PAY THE AMOUNT THAT WE THINK YOU OWE, WE MAY REPORT YOU AS DELINQUENT. HOWEVER, IF OUR EXPLANATION DOES NOT SATISFY YOU AND YOU WRITE US WITHIN 10 DAYS TELLING US THAT YOU STILL REFUSE TO PAY, WE MUST TELL ANYONE WE REPORT YOU TO THAT YOU HAVE A QUESTION ABOUT YOUR BILL. AND, WE MUST TELL YOU THE NAME OF ANYONE WE REPORT YOU TO. WE MUST TELL ANYONE WE REPORT YOU TO THAT THE MATTER HAS BEEN SETTLED BETWEEN US WHEN IT FINALLY IS.

IF WE DON'T FOLLOW THESE RULES, WE CANNOT COLLECT THE FIRST \$50 OF THE QUESTIONED AMOUNT EVEN IF YOUR BILL WAS CORRECT.

RETAIN THIS NOTICE FOR FUTURE USE.

