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IN THE CIRCUIT COURT OF PETTIS COUNTY
ASSOCIATE CIRCUIT DIVISION
STATE OF MISSOURI

Citibank, N.A.
Plaintiff, Cause No.
vs.
Gary R Lundstrom Division No.
Defendant(s),

TWO COUNT COMPLAINT

COMES NOW the Plaintiff, by and through its attorneys, Blitt and Gaines, P.C., and for its cause of action against the Defendant, alleges and states as follows:

COUNT I: BREACH OF CONTRACT

1. Upon Defendant(s) request, Plaintiff, or its predecessor in interest, and Defendant entered into a contract under the terms of which Plaintiff extended credit to Defendant(s) in the form of a credit card.

2. The Defendant(s) opened a charge account and/or line of credit with Shop Your Way Mastercard or its predecessor in interest on **********3116, whereby Defendant(s) could charge goods and/or services to the account and/or receive cash advances.

3. Defendant(s) used the account, thereby agreeing to all of the terms and conditions in place at the time of such use. Attached hereto and incorporated herein as Plaintiff's "Exhibit B" is a copy of the card member agreement.

4. Pursuant to the terms of the contract, Defendant(s) was required to make minimum payment(s) on the dates and in the amounts due and payment(s) until the balance on the Contract was paid in full.

5. Defendant(s) subsequently defaulted and breached the Contact by failing to make the minimum payment(s) on the dates and in the amounts due.

6. After receiving all payments, debits, credits and set offs, there is now due and owing from Defendant(s) to Plaintiff the sum of $2,601.22. See Plaintiff's "Exhibit A"

7. Attached hereto and incorporated herein as Plaintiff's "Exhibit B" is a copy of the last periodic statement provided to Defendant prior to charge-off.

8. Due demand has been made on the Defendant(s) to pay this amount and the Defendant(s) have failed to do so, as a result Plaintiff accelerated the unpaid balance due from Defendant making it immediately due and owing.

9. By reason of the foregoing, and based upon Defendant's breach of the Contact, Plaintiff has been damaged and is entitled to judgment against Defendant(s) for breach of contract in the sum of $2,601.22, plus court costs.

10. This suit has been filed within the relevant statute of limitations.

COUNT II: ACCOUNT STATED

11. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 10 of this petition as though fully set forth at length herein.

12. Defendant and Plaintiff had previous financial transactions related to the credit card account issued to Defendant by Plaintiff, at Defendant's insistence and request.

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13. Periodic statements were sent to Defendant(s) by regular or electronic mail which set forth in detail, all debits and credits, the total balance due, the interest rate and the minimum payment.

14. Attached hereto and incorporated herein as "Exhibit B" is a copy of the last periodic statement provided to Defendant prior to charge-off.

15. Defendant(s) agreed that the final balance struck on that last periodic statement is correct and due, in that Defendant(s) did not object to the statement, indicate that the statement contains an error, nor indicate that it was erroneous in any respect within a reasonable period of time.

16. Defendant(s) impliedly agreed to pay the final balance struck on that last periodic statement, in that Defendant(s) did not object to the statement, indicate that the statement contains an error, nor indicate that it was erroneous in any respect within a reasonable period of time.

17. After receiving all payments, debits, credits and set offs, there is now due and owing from Defendant(s) to Plaintiff the sum of $2,601.22.

18. Due demand has been made on the Defendant(s) to pay this amount and the Defendant(s) have failed to do so.

19. By reason of the foregoing, Plaintiff is entitled to judgment against Defendant(s) for account stated in the sum of $2,601.22, plus court costs.

20. This suit has been filed within the relevant statute of limitations.

WHEREFORE, the Plaintiff, requests judgment against Defendant(s) as follows:

(i) Plaintiff requests judgment in the sum of $2,601.22, plus court costs: and/or

(ii) for such other and further relief as this Court deems just and reasonable.

Blitt and Gaines, P.C.
707 North Second Street, Suite 306
St. Louis, MO 63102
(844) 762-8146 TTY: 711
(847) 499-7599 F
pleadings2@blittandgaines.com
23081043

BLITT AND GAINES, P.C.

BY: Michael J. Albani

___ Barbara Nilsen, MBE# 68654
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___ Jennifer Shipman, MBE# 58363
___ Thomas A. Ryczek, MBE# 64132
___ Michael J. Albani, MBE# 65740
___ Allan Cameron, IV, MBE# 74022
___ Anthony Pritchett, MBE# 72246
___ Raymond P. Bozarth, MBE# 52666
___ Angela S. Fitle, MBE# 67663
___ Thomas M. Voigt, MBE# 74281

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

EXHIBIT A

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CITIBANK, N.A.)
)
Plaintiff,)
vs.) **Case No.**
GARY R LUNDSTROM)
)
Defendant.)

AFFIDAVIT

STATE OF KENTUCKY)
) ss.
COUNTY OF BOONE)

Before me, the undersigned authority, personally appeared the person identified below, who being by me duly sworn, deposed as follows:

1. My name is Lakendra White. I am of sound mind, lawful age and capable of making this Affidavit. The statements set forth in this affidavit are true and correct based on my personal knowledge and review of the business records described herein. I am authorized to make this affidavit on behalf of plaintiff Citibank, N.A. (referred to herein as "Citibank"). Citibank is a National Bank located in Sioux Falls, South Dakota.
2. I am employed by Citibank. My job title is Document Control Officer. My employment duties include being a custodian of records with respect to accounts owned by Citibank. As a custodian of records, I have knowledge of, and access to, account information and records concerning the defendant's Citibank account number currently ending in 3116, which is the subject of this lawsuit (the "Account"). As a result, I am competent to testify to the matters stated herein.
3. Citibank's records regarding the Account contain the name and billing address of the defendant, the Account number (and predecessor account numbers, if any), the Account's history, which may include charges made, interest and/or fees assessed, payments and/or credits received, and the minimum payment due and the total outstanding balance due on the Account, all of which are collectively referred to as the "Account Information". Exhibit A attached hereto and incorporated herein are copies of the Account statement transaction detail for the period from 7/17/2023 to 8/16/2023 that was sent to the defendant (the "Account Statement").
4. The Account Information reflects that charges were made on the Account to purchase goods and services and/or obtain cash advances. Defendant was provided periodic billing statements for the Account when there was Account activity, which described the charges on the Account, along with interest, fees, payments, credits and the amount due on the Account.
5. Exhibit(s) A is business records reflecting information created and maintained by Citibank, in the course of regularly conducted business activity, and are part of the regular practice of Citibank to create and maintain such information, and also were made at the time of the act, transaction, occurrence or event or within a reasonable time thereafter.
6. As reflected in the Account Information, defendant did eventually fail to make required payments on the Account.
7. As a result of defendant's failure to make proper payments on the Account, defendant is presently in default on the Account.
8. The Account Information shows that the Account Statement reciting the amount of the debt was sent to the defendant either by regular mail or by electronic mail. The attached Account Statement does not reflect any outstanding disputes on the Account.
9. As reflected on the attached Account Statement, the balance on the Account is $2,601.22. After the attached Account Statement was sent to the defendant, an additional payment or credit/debit was received on the Account in the amount of $0.00. As of the date of this affidavit, the Account balance of $2,601.22 is due and owing.
10. Citibank's records reflect that defendant opened and/or used the Account and, therefore, to the best of my knowledge, defendant is neither an incompetent, nor a minor.

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11. The debt reflected herein is delinquent, past due and remains due and owing. Citibank is the owner of the Account and the party and entity to whom the delinquent debt is owed.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on NOV 7, 2023

Signature

Lakendra White

Name

STATE OF KENTUCKY)
) ss.
COUNTY OF BOONE)

Subscribed and sworn to before me by Lakendra White this 7 day of Nov, 2023

[SEAL]

Notary Public

My commission expires: October 22, 2025

Personally known ✓ OR

Produced identification____ .

Type of identification produced:

N/A.

KATHLEEN DAUGHERTY
Notary Public
Commonwealth of Kentucky
Commission Number KYNP37408
My Commission Expires Oct 22, 2025

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Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
SHOP YOUR WAY MASTERCARD®
PO Box 6276, Sioux Falls SD, 57117-6276

SHOP YOUR WAY®

Customer Service:
syw.accountonline.com
Account Inquiries:
1-833-735-0388 (TTY: 711)

Account Number: [redacted] 3116

Summary of Account Activity

Previous Balance	$2,495.78
Payments	-$0.00
Other Credits	-$0.00
Purchases	+$0.00
Cash Advances	+$0.00
Fees Charged	**+$40.00**
Interest Charged	**+$65.44**
New Balance	$2,601.22
Past Due Amount	$789.00

Credit Limit	$0.00
Available Credit	$0.00
Cash Advance Limit	$0.00
Available Cash Limit	$0.00
Amount Over Credit Limit	$600.22
Statement Closing Date	08/16/2023
Next Statement Closing Date	09/15/2023
Days in Billing Cycle	31

Payment Information

New Balance	$2,601.22
Minimum Payment Due	$1,521.22
Payment Due Date	September 12, 2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 years	$5,460
$111	3 years	$4,001 *(Savings=$1,459)*

If you would like information about credit counseling services, call 1-877-337-8188 (TTY: 711).

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
08/12	LATE FEE		$ 40.00
	TOTAL FEES FOR THIS PERIOD		$ 40.00
INTEREST CHARGED			
08/16	INTEREST CHARGE ON PURCHASES		$ 65.44
	TOTAL INTEREST FOR THIS PERIOD		$ 65.44

8 SY 9

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is [redacted] 3116

SHOP YOUR WAY®

PO BOX 6286
SIOUX FALLS, SD 57117-6286

Statement Enclosed

Pay your bill and more via your Account Online
syw.accountonline.com

Payment Due Date	September 12, 2023
New Balance	$2,601.22
Past Due Amount†	$789.00
Minimum Payment Due	$1,521.22

Amount Enclosed: $

†Past Due Amount is included in the Minimum Payment Due.
Please see reverse side to change your address.
Make Checks Payable to

SHOP YOUR WAY MASTERCARD®
PO BOX 78024
PHOENIX, AZ 85062-8024

GARY R LUNDSTROM
29397 HIGHWAY U
SEDALIA, MO 65301-1331

EXHIBIT A

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Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment 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 New Balance by the payment due date each month. This is called a grace period on purchases. 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. We will begin charging interest on cash advances and balance transfers (if available on your account) on the transaction date.

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 balance other than an excluded balance. In addition, if you have a major purchase plan balance, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance 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.

How We Calculate Your Balance Subject to Interest Rate. We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

Balance Transfers. Balance transfer amounts are included in the "Purchases" line in the Summary of Account Activity (if balance transfers are available on your account).

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

When Your Payment Will Be Credited. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Payment Other Than By Mail.

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.
- **Agent-Assisted Phone Payments.** If you call us to make a payment with the assistance of a live agent, the payment will be applied the same day and you will be charged a $5.00 agent expedited payment fee.
- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6217, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Think 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 errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. Account information: Your name and account number.
2. Dollar amount: The dollar amount of the suspected error.
3. 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.

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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

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 errors and customer service inquiries shown on Page 1 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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Easily manage your contact information

It's important we have your current contact information, so if anything changes (including your email or mailing address or phone number), please do one of the following to easily update your information:

- You can update your contact information by logging into your online account via the URL located in the Customer Service section on the front of your statement, or
- Call the Account Inquiries phone number located in the Customer Service section on the front of your statement

PAY YOUR BILL WITH JUST A TEXT TO 81802*

Want a quick way to pay your Shop Your Way Mastercard® bill?

- Text PAY to 81802* using the cell phone or mobile device number associated with your account.
- After we confirm your identity, we will send you a text asking you how much you want to pay and which payment account** you want to use.
- We'll also send you a text to confirm your payment.

*Message and data rates apply. **Payment account information must be stored on your Shop Your Way Mastercard® account to take advantage of text to pay. Text to pay is not available for debit card payments. Shop Your Way and Sears credit cards are issued by Citibank, N.A. Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Citi and Arc Design is a registered service mark of Citigroup Inc. Shop Your Way and related logos, are used with permission and under license from Transform SR Brands LLC. Citibank is not responsible for products or services offered by other companies.

Account: [redacted] 3116

2023 Totals Year-to-Date	
Total Fees Charged in 2023	$309.00
Total Interest Charged in 2023	$439.24

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promo Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
REGULAR	-	-	$2,495.78	-	$40.00	$65.44	$2,601.22	-	-	-
CASH ADVANCES										
REGULAR	-	-	-	-	-	-	-	-	-	-
TOTAL			$2,495.78	$0.00	$40.00	$65.44	$2,601.22	$0.00	$0.00	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	30.49% (D)(V)	$2,527.29	$65.44
CASH ADVANCES			
REGULAR	29.99% (D)(V)	$0.00	$0.00

(V) = Variable Rate (D) = Daily

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EXHIBIT B

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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.

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. 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.

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. Your credit limit appears on your billing statement. 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 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.

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.

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 or 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 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 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 balance other than an excluded balance. In addition, if you have a major purchase plan balance, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance 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

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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

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 Transfer. 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.

Information on Foreign Currency Conversion

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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 affiliate's 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

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. 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

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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.

Protections for Active Duty Service Members and Their Dependents

Protections. 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 dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You are entitled to these protections if you are a Covered Borrower, as defined below.

Covered Borrower. You are a Covered Borrower if, in connection with the opening of your account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member.

Oral Disclosures. If you are a Covered Borrower, you may obtain information related to your account, including information about these protections and your payment obligation, by calling 1-877-625-6379.

Arbitration. The section of the Card Agreement entitled "ARBITRATION" does not apply if you are a Covered Borrower at the time your account is opened.

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

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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) 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.

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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.

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 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 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

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	30.24% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	29.99%* This APR will vary with the market based on the Prime Rate. *This variable APR will not exceed 29.99%.
Paying Interest	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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $2.
How We Calculate Your Balance	Daily Balance (including current transactions)

Fees	
Annual Fee	None
Transaction Fees • Balance Transfer • Cash Advance • Purchases in Foreign Currency	 Either $10 or 5% of the amount of each transfer, whichever is greater. Either $5 or 5% of the amount of each cash advance, whichever is greater. 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
Penalty Fees • Late Payment	The fee will be $29; or $40 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.

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Details About Your Interest Rates and Interest Calculations	Periodic Rate as of 5/9/2023	For variable rates: U.S. Prime Rate Plus
Regular Purchases	0.08284% (D)	21.99%
Regular Cash Advances*	0.08216% (D)	23.90%

(D) = Daily periodic rate. A daily periodic rate is the APR divided by 365.
*This variable APR will not exceed 29.99%.

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

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 $29;
- $29 if the Calculated New Balance is at least $29;
- 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. (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, since the last time that balance was zero. The balance is zero at account opening.

The Repayment Percentage for each major purchase plan is as follows:

- 24 month major purchase plan with an APR of 6.99%: 4.4768%.
- 36 month major purchase plan with an APR of 0%: 2.7778%.
- 36 month major purchase plan with an APR of 7.99%: 3.1332%.
- 48 month major purchase plan with an APR of 0%: 2.0833%.
- 48 month major purchase plan with an APR of 9.99%: 2.5358%.

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- 60 month major purchase plan with an APR of 0%: 1.6667%.
- 60 month major purchase plan with an APR of 7.99%: 2.0272%.
- 72 month major purchase plan with an APR of 0%: 1.3889%.
- 84 month major purchase plan with an APR of 0%: 1.1905%.
- 96 month major purchase plan with an APR of 7.99%: 1.4132%.
- 120 month major purchase plan with an APR of 7.99%: 1.2127%.

If you have a deferred interest transaction balance subject to the Promotion Calculation, the Promotion Calculation will equal 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) After the promotion period, any such remaining promotional balance will be included in the Calculated New Balance. The Promotion Calculation will apply if, based on the amount of the transaction as shown on the first statement that displays the transaction and the dollar amount in the Minimum Payment Due calculation in effect at the time of the transaction, we determined that paying such dollar amount each billing cycle would result in repayment of the promotional balance before the end of the promotion period.

For deferred interest transactions made at Transform SR Holdings LLC 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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MILITARY EXHIBIT

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IN THE CIRCUIT COURT OF PETTIS COUNTY
CIRCUIT DIVISION
STATE OF MISSOURI

Citibank, N.A.
Plaintiff, Cause No.
vs.
Gary R Lundstrom Division No.:
Defendant(s).

VERIFICATION

I, the undersigned attorney, of lawful age, state that my office accessed the Defense Manpower Data Center website and conducted a search of Defendant's first name, last name, and social security number, and found no records of Defendant as an active Servicemember in Military Service of the Armed Forces of the United States of America, as those terms are defined in the Servicemembers Civil Relief Act, 50 U.S.C. § 3931.

Michael J. Albani 12/01/2023

Under penalty of perjury provided by law pursuant to Section 509.030 of the Missouri Revised Statutes the above signed certifies that the statements set forth in this instrument are true and correct to the best of my information, knowledge and belief. Date

Blitt and Gaines, P.C.
Attorney for Plaintiff
707 North Second Street, Suite 306
St. Louis, MO 63102
(844) 762-8146 TTY: 711
(847) 499-7599 F
pleadings2@blittandgaines.com
23081043

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Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: LUNDSTROM
First Name: GARY
Middle Name: R
Status As Of: Dec-01-2023
Certificate ID: R2HZP3SL58YNHV8

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

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