

# **BBVA Credit Card & Security Agreement RETAIL INSTALMENT CREDIT AGREEMENT**

Open-End Credit Agreement  
(May Not Be Available to Residents of All States)

Thank you for choosing BBVA! This Agreement contains the current terms and conditions of your Account. Your Application, Card Mailer, and any other document we provide you that indicates it is part of, or amends this Agreement, are also incorporated into and made part of this Agreement. Keep them for your records. Please read this Agreement, including the pricing information, carefully. A "Definitions" section is at the end of this Agreement.

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## **GETTING STARTED**

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### **ACCEPTANCE OF THIS AGREEMENT**

Subject to applicable law, you accept this Agreement by using or permitting another person to use the Account. **New York Residents:** This Agreement begins on the first day that you or someone authorized by you signs or otherwise accepts a sales slip or memorandum as evidence of a transaction on your Account and, until then, you will not be responsible for any purchase or lease of property or services by use of the Card after its loss or theft.

We accepted this Agreement in Alabama. **This Agreement includes an arbitration section entitled, "Dispute Resolution."**

### **PROMISE TO PAY**

You promise individually and jointly to pay us for all amounts due on your Account. This includes any illegal or internet/online gambling transactions you make.

### **SECURITY AGREEMENT (Applicable only to Optimizer Card)**

To have an Optimizer Card Account, we require you to also have a savings account with us. In this Agreement, we call this savings account the "Collateral Account." You give us a security interest in the Collateral Account. You must keep at least \$500.00 in the Collateral Account. You also give us a security interest in all additions to and all proceeds of the Collateral Account. The Collateral Account is held by us as security for your promise to pay under this Agreement. You may not withdraw any funds from the Collateral Account. You may not give a security interest or transfer any other interest in the Collateral Account for any reason. Any attempt to give a security interest or transfer any other interest in the Collateral Account will be ineffective and void. We may provide special instructions and requirements for deposits to the Collateral Account. If you do not follow those instructions or requirements, we will have no liability for any delay or failure in depositing any funds to the Collateral Account. You may not close the Collateral Account until all amounts owed under this Agreement have been fully paid and you no longer have any right to use your Account. If you are in default under this Agreement or your Account is closed for any reason, we may, immediately and without giving you notice: (1) apply part or all of the funds in the Collateral Account to any amount you owe under this Agreement; and (2) retain any funds in the Collateral Account for up to 60 days in order to cover any transactions, fees or charges relating to use of the Account before it was closed. In the event of a conflict between the terms of this Agreement and those of the Collateral Account agreement, the terms of this Agreement will apply.

### **CHANGING THIS AGREEMENT**

**The rates, fees, and terms of this Agreement may change from time to time. We may change any term to this Agreement unless an applicable law says we may not.** You may not change this Agreement unless we agree in writing. If required by law, we will give you advance written notice and any right to reject the change(s).

### **NOTICE AND CONTACT INFORMATION**

We will send statements and other notices to the address you give us. If you agree and as permitted by law, we may provide this information electronically. You promise to tell us right away if that address or contact information changes. If you have a joint Account, any one of you may give us any notice under this Agreement. If you give us different notices or make different requests, we may pick which one to honor without telling any of you.

### **CONTACT US**

Unless and until we tell you otherwise, contact us regarding your Account or request a service related to your Account: For Optimizer, Platinum and Personal Line of Credit Cards at: **1-800-239-5175**; For Signature and Select Cards, at: 1-866-681-0484; or for any Cards at **BBVA USA Card Center, P.O. Box 2210, Decatur, Alabama 35699-0001**. If you are not sure which type of Account you have, please look at your Card, review your Card Mailer, or call **1-800-239-5175**.

## **USING YOUR ACCOUNT**

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### **PERMITTED USES**

You may use your Account for transactions, such as Purchases, Cash Advances, and Balance Transfers. You may not use it for any illegal or Internet/online gambling transactions. We may issue you Checks to make Cash Advances. You may not use a Check to pay any amount you owe us. We may make you special offers, such as reduced promotional interest rates. These offers may have different terms. Except as we tell you in the offer, the rest of this Agreement will still apply. You may set up automatic billing with a merchant. If your Account number, Card expiration date or other Account information changes, you authorize us to provide the information to any such merchant at our discretion. You must contact the merchant directly if you wish to stop automatic billing.

### **AUTHORIZED USERS**

You may request additional Cards for Authorized Users. You will be liable for any charges made by any Authorized User and anyone else they allow to use your Account. This will be true even if you did not want, or agree to, the particular use. You must notify us if you wish to cancel the authority of an Authorized User.

## CREDIT AUTHORIZATIONS

Subject to applicable law, we may limit or not authorize a transaction for any reason. We will not be liable if we do so, or if (1) we close your Account; (2) anyone refuses your Card, Check, or Account; (3) we stop (or do not stop) a payment on a Check. Unless otherwise required by law, we will not be liable for goods or services you bought or leased using your Account.

## CREDIT LIMITS

We will tell you your Account credit limit(s). We may give you different limits for different types of transactions. We may change any of your limits at any time. We may delay increasing your available credit for up to ten (10) days after you make a payment. Your Account's credit limit (and balances in excess of your Account's credit limit) may be treated differently based on the type of Account you have. If you are not sure which type of Account you have, please look at your Card, review your Card Mailer, or call **1-800-239-5175**.

For the Optimizer, Platinum and Personal Line of Credit Cards, if the balance on your Account (or on any type of transaction) goes over the credit limit, you must pay the amount that is over the limit immediately. In other words, you may not wait to pay the amount that is over the credit limit as part of your next Minimum Payment Due, because the amount that is over the credit limit is due and payable immediately.

For all other Cards, if the balance on your Account (or on any type of transaction) goes over the credit limit, you may wait to pay the entire amount that is over the credit limit as part of your next Minimum Payment Due. However, the entire amount that is over the credit limit must be paid as part of your next Minimum Payment Due.

For the Optimizer Card, you may increase your credit limit by making a deposit of \$100 or more in the Collateral Account. For each deposit you make, we automatically will increase your credit limit by 90% of your deposit. An increase to your credit limit will not become effective until we have collected payment on each check or other items deposited into the Collateral Account. This may take up to 30 days. You may not decrease your credit limit.

If you have told us that you want us to consider authorizing transactions that exceed your credit limit ("Overlimit Transactions") on your Account and Over-the-Credit Limit Fees are shown on your Card Mailer or otherwise provided to you, we may charge you an Over-the-Credit Limit Fee. You may tell us you want (or do not want) Overlimit Transactions at any time.

## INTEREST

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### HOW WE CALCULATE INTEREST CHARGES

We calculate interest charges each billing cycle by calculating the daily balance for each type of balance, including: Purchases, Cash Advances, Balance Transfers and any balances subject to a special offer. We start with the beginning balance for each day. The beginning balance is the prior day's daily balance plus any interest charge from the prior day. Then, we add new transactions, debits and fees. Next, we subtract any new payments or credits. We also make any other appropriate adjustments, such as the grace period on Purchases. This gives us the daily balance for that type of balance. We multiply the daily balance for each balance type by its daily periodic rate. We do this for each day in the billing cycle. This gives us the interest charges for each balance type. We add up all the daily interest charges. The sum is the total interest charge for the billing cycle. We may use mathematical formulas or computer programs which produce equivalent results to calculate the daily balance, interest charges and related amounts.

**NOTE: This method of calculating interest results in charging interest on unpaid interest (also known as compounding interest).**

### PAYING INTEREST

Except for transactions, fees or charges not subject to interest, we start charging interest as follows: (1) if a transaction, fee, or interest charge occurs and is added to your Account during the same billing cycle, we start charging interest on the date it occurs; or (2) if a transaction, fee, or interest charge occurs during a billing cycle and is added to your Account in a subsequent billing cycle, we start charging interest from the first day of the billing cycle in which it is added to your Account. **You can avoid paying interest on Purchases (but not on Cash Advances or Balance Transfers) as described below.** If you paid the entire balance for the previous billing cycle by its Payment Due Date (or it was zero or a credit balance), new Purchases added to your Account during the current billing cycle will not be charged interest if they are paid by the current Payment Due Date. We may continue to charge interest until you pay the full account balance. For Cash Advances and Balance Transfers, we will begin charging interest on the transaction date.

### INTEREST RATES

The interest rates that apply to your Account are shown on the Card Mailer and each billing statement. We divide each annual percentage rate ("APR") by 365 to get the daily periodic rate ("DPR") used to calculate interest charges.

## FEES

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**Subject to any limitation of applicable law, you agree to pay and we may charge the following fees in the amounts shown on your Card Mailer or otherwise provided to you. The following fees may not apply to all Accounts. Please review your Card Mailer and pricing disclosures. To the extent fees applicable to your account differ by state, the amount of fees charged will be based on your state of residence at the time the fee is assessed.** Unless otherwise specified, these fees are included in the Purchase balance.

### ANNUAL FEE

If you are charged an Annual Fee, the fee will be charged to your Account shortly after the time it is opened unless otherwise indicated. For each year that your Account remains open, the fee will be charged during the same month that it was initially charged.

### TRANSACTION FEES

The Cash Advance Fee will be included in the Cash Advance balance. The Balance Transfer Fee will be included in the Balance Transfer balance.

If Foreign Transaction Fees are applicable to your Account, a Foreign Transaction Fee will apply to each transaction made in a foreign currency, outside of the United States, or with a foreign merchant, even if that transaction is made in U.S. dollars, including returns or refunds. The Foreign Transaction Fee will be included in either the Purchase or Cash Advance balance depending on the transaction type. If you make any transaction in a foreign currency, we or the Payment Network will convert it to U.S. dollars. The Payment Network will use its own currency conversion procedures in effect at that time. Unless a particular rate is required by law, the conversion rate will be no more than the highest interbank rate from customary banking sources. The conversion rate used may differ from the conversion rate on the date you made the transaction.

### PENALTY FEES

The CFPB may adjust penalty fee amounts annually to reflect changes to the Consumer Price Index (CPI), and we may change such fees to reflect the adjustments. We will not charge more than one penalty fee for a single event or transaction that violates multiple terms of this Agreement.

**Late Fee.** If we do not receive at least the Minimum Payment Due by the Payment Due Date, we will charge you a Late Fee. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.

**Over-the-Credit Limit Fee.** If you have told us that you want Overlimit Transactions on your Account and Over-the-Credit Limit fees are shown on your Card Mailer or otherwise provided to you and we authorize any Overlimit Transaction, we may charge you an Over-the-Credit Limit Fee. This fee will never exceed the amount by which your Account goes over your credit limit during the billing cycle in which the fee is assessed. We will charge the fee only once for any billing cycle, regardless of the number of Overlimit Transactions during that cycle. We will charge the fee only once for an individual Overlimit Transaction, even if your Account balance remains over your credit limit for multiple billing cycles due to the same Overlimit Transaction(s).

**Returned Payment Fee.** If you make a payment that is not honored by your financial institution or is returned unpaid for any reason, we will charge you a Returned Payment Fee. We will charge this fee even if the payment is later honored or paid. This fee will never exceed the Minimum Payment Due that was due immediately before the payment was returned.

## OTHER FEES

**Returned Convenience Check Fee.** If we return a Check for any reason, we may charge you a Returned Check Fee. This fee will never exceed the amount of the Check returned.

**Stop Payment Fee.** If you request a stop payment on a Check, we may charge you a fee for each request, whether or not we actually stop payment and subject to applicable law. This fee will be included in a balance not subject to interest.

**Expedited Delivery Fee.** If you request and we arrange for expedited delivery of any Card or Checks to you (for example, by an overnight delivery service), we may charge you a fee. The fee amount will be disclosed to you at the time of the request, and you will have the opportunity to agree to the fee. This fee will be included in a balance not subject to interest.

**Document Fee.** Subject to applicable law, we may charge you the reasonable cost of researching, compiling and otherwise providing you copies of sales slips or Checks, duplicate copies of billing statements, or other account documentation that you request. There will be no charge for any item you request in good faith in connection with the resolution of any disputed billing matter.

**Transfer Fee.** If you request us to deposit a Cash Advance directly in your checking account, and we honor your request, we may charge a fee in addition to the Cash Advance Fee. This fee will be included in the Cash Advance balance.

**Expedited Payment Fee.** If you request us to expedite payment on your Account by debiting any deposit or other account you designate, and we honor your request, subject to applicable law, we may charge you a fee. This fee will be included in the Cash Advance balance.

**Skip Payment Fee.** If we offer and you accept the option to skip any monthly payment and your Minimum Payment Due would have been \$200 or more, we may charge you a fee. This fee will be included in the Cash Advance balance.

**Rate Reduction Fee.** If a reduction in any interest rate, fee or other charge is offered by us and accepted by you, or requested by you and honored by us, we may charge you a fee. We may charge this fee even if the reduction is only temporary or for a limited time period. We will tell you about the fee orally or in writing at the time we offer or agree to the reduction. This fee will be included in the Cash Advance balance.

## PAYMENTS

### STATEMENTS

We will send you, or otherwise make available to you, a statement at the end of each billing cycle if applicable law requires. Read each statement as soon as you receive it or it is made available to you. Tell us right away if you see any error or problem. Your statement will show important information about your Account, including the New Balance, Minimum Payment Due, Payment Due Date and the Statement Date.

### MINIMUM PAYMENT DUE

**You may pay any or all of the balance on your Account at any time without incurring any additional charge for prepayment. Each billing cycle, you must pay at least the Minimum Payment Due by the Payment Due Date.**

For the Optimizer Card, your Minimum Payment Due will be the greater of: \$10; or 5% of the New Balance, rounded up or down to the nearest dollar plus past due amounts and any amount over your credit limit(s). However if the New Balance is less than \$10, you must pay the entire New Balance.

For the Platinum and Personal Line of Credit Cards, if all of your APRs are 23.49% or lower, your Minimum Payment Due will be the greater of: \$10; or 2% of the New Balance, rounded up or down to the nearest dollar plus past due amounts and any amount over your credit limit(s). However, if the New Balance is less than \$10, you must pay the entire New Balance. If any of your APRs is over 23.49%, your Minimum Payment Due will be \$15 plus any interest you owe for that billing cycle, any Cash Advance Fee, Rate Reduction Fee, Expedited Payment Fee, Skip Payment Fee, and Foreign Transaction Fee that has been charged during that billing cycle, any unpaid Minimum Payments Due from previous bills and any amount over your credit limit(s).

For the Signature and Select Cards, if all of your APRs are 23.49% or lower, your Minimum Payment Due will be the greater of: \$10; or 2% of the New Balance or the amount of your credit limit, whichever is less, rounded up or down to the nearest dollar plus past due amounts and any amount over your credit limit(s). However, if the New Balance is less than \$10, you must pay the entire New Balance. If any of your APRs is over 23.49%, your Minimum Payment Due will be \$15 plus any interest you owe for that billing cycle, any Cash Advance Fee, Rate Reduction Fee, Expedited Payment Fee, Skip Payment Fee, and Foreign Transaction Fee that has been charged during that billing cycle, any unpaid Minimum Payments Due from previous bills and any amount over your credit limit(s).

For all Cards, we may let you skip a payment. We will tell you when you can skip a payment. If you skip a payment, you will owe the Skip Payment Fee and interest for the skipped billing cycle, you will lose any grace period that otherwise would apply, and you must pay the regular Minimum Payment Due for the next billing cycle.

### MAKING PAYMENTS

You must follow the payment instructions on your statement or otherwise provided. If we let you pay at one of our branches, we will credit the payment as of the day we get it. If we let you pay by phone, online, mobile application or other means, we will tell you when it will be credited. You must pay us in U.S. dollars. We do not accept cash through the mail. **We can accept late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.**

### HOW WE APPLY PAYMENTS

We apply your Minimum Payment Due to pay down balances on your Account in our discretion, unless applicable law says we may not. We apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs.

## ABOUT OUR RELATIONSHIP

### LIABILITY FOR UNAUTHORIZED USE

**If your Card is lost or stolen or you believe someone is using your Card without your permission, contact us immediately.** You will not be liable for any unauthorized use that occurs after you notify us. Subject to applicable law, you may be liable for unauthorized use that occurs before your notice to us. Your liability, if any, will not exceed \$50.

## AUTHORIZATION TO CONTACT YOU ABOUT YOUR ACCOUNT

By providing us with your home telephone number, cellular telephone number, email address or other contact information, you authorize us and our affiliates, agents and third-party vendors to contact you using any automatic telephone dialing system, prerecorded voice, voicemail, or messaging service or e-mail alert. You agree to notify us promptly if any of your contact information changes. In addition, you agree that we may also contact you at any telephone number that we may obtain for you in the future using any automatic telephone dialing system, prerecorded voice, voicemail, or messaging service. Any complaint received via e-mail may be responded to in the same manner to the same address(es) from which the e-mail was sent.

## INFORMATION ABOUT YOU AND YOUR CREDIT

You authorize us to obtain and review your financial condition, credit report(s), employment, income, and related information and documentation at any time and for any reason. You agree to help with this. We may provide information about you and your Account to credit reporting agencies and others. We may provide information to credit reporting agencies and others about this Account in the name of an Authorized User. If you think we have or have provided information that is incorrect, write to us and list the specific information you believe is inaccurate.

## CLOSING YOUR ACCOUNT

You may close your Account. Unless applicable law says we may not, we may close, suspend, or not renew your account or not reissue your Card at our discretion and without notice. You must follow the closure requirements we tell you. You still have to pay all amounts you owe us. If you are not in default when your Account is closed, you may pay off the balance under the terms of this Agreement that apply at that time.

## DEFAULT

Subject to applicable laws, you are in default if:

- You file a bankruptcy petition or have a bankruptcy petition filed against you;
- We have reasonable belief that you are unable or unwilling to repay your obligations to us;
- You die, become legally incompetent or go to jail;
- You lose your Card or Checks (including if they are stolen);
- We find you no longer qualify for any APR or credit limit then in effect on your Account; or
- You fail to comply with the terms of this Agreement or any Agreement with us or an Affiliate, including failing to make a payment when due, exceeding your credit limit (for the Optimizer, Platinum and Personal Line of Credit Cards only), using your Card or Account for an illegal transaction, or giving us false or incomplete credit information, signatures, or material representations.

If you are in default, subject to applicable law, we may (1) suspend or terminate your credit privileges, (2) close your Account and/or (3) declare the entire balance of your Account immediately due and payable without notice.

## COLLECTION COSTS

We may charge you for costs we have to pay to collect what you owe after default. These costs may include reasonable fees to attorneys who are not our paid employees. We will not charge you for our collection costs if you owe us \$300 or less or to the extent an applicable law says we may not. We will not charge attorneys' fees that exceed 15% of the unpaid debt in Colorado, Georgia, Kansas, Maine, Missouri, Montana, North Carolina, Oklahoma or South Carolina, 20% of the amount due in New York or 25% of the unpaid debt in Louisiana. We will not charge attorneys' fees if the principal amount you owe us is less than \$1,000 in Idaho or Wyoming. We will not charge collection costs other than attorneys' fees if you live in Colorado, Delaware, Idaho, Indiana, Kansas, Louisiana, Maine, Maryland, New York, North Carolina, Oklahoma, South Carolina or Wyoming. We will charge attorneys' fees in West Virginia to realize a security interest.

## OTHER IMPORTANT INFORMATION

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### GOVERNING LAW

**This Agreement is governed by applicable federal law and by Alabama law, without regard to its conflicts of law provisions. If your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.**

### OUR RIGHTS

We may delay exercising or not exercise any rights under this Agreement without losing or waiving any of them.

### ASSIGNMENT

We may sell, assign or transfer your Account, this Agreement and our rights or duties under this Agreement or any portion of it without notice to you. You may not sell, assign or transfer your Account or any of your rights or duties under this Agreement without first obtaining our prior written consent.

### SEVERABILITY/INTERPRETATION

If any part of this Agreement is found to be invalid, the rest of it will remain in effect. It is not the intention of the parties that anything in this Agreement should result in the assessment (charge, collection, or receipt) of interest, fees or charges in excess of those permitted by applicable law. If any interest, fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance on your Account or, if there is no outstanding balance, will be refunded to you.

### ENTIRE AGREEMENT

This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account and supersedes and may not be contradicted by evidence of any prior or contemporaneous oral credit agreement between you and us relating to your Account.

### MILITARY LENDING ACT

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).

Notwithstanding any other provision of this Agreement, if you are a "covered borrower" under the Military Lending Act, as defined in 32 CFR § 232.3(g), the arbitration provisions in this Agreement shall not apply to you. Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

## DISPUTE RESOLUTION

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### ARBITRATION

Either you or we may ask to settle disputes by arbitration. Arbitration is a way of working out disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment. **Please read the rest of this section carefully. It explains how arbitration works.**

**Some Legal Rights May Not Be Available in Arbitration: After any party asks for arbitration of a dispute, neither you nor we can ask a court to hear that dispute. There will be no jury trial of that dispute. You cannot be part of any class action relating to that dispute. The right to get information from each other and other procedures may be more limited in arbitration than in court. With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.**

## WHAT DISPUTES ARE COVERED

Any dispute that arises from or relates to this Agreement, your Account and any transaction involving the Account will be settled by arbitration unless it is described below in "What Disputes Are Not Covered." This means that disputes about the following are covered:

- This Agreement, your Account or any transaction involving the Account;
- Any advertisement, promotion or oral or written statement related to this Agreement or your Account;
- Any relationships that result from this Agreement (including, as far as applicable law will allow, relationships with third parties who are not parties to this Agreement or this arbitration provision);
- The validity, interpretation, scope or enforceability of this Agreement (except for any challenge to the enforceability of this Dispute Resolution section or any dispute about the parts of this subsection (a) about class disputes); and
- Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches or similar legal rule.

It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the dispute began (whether before this Agreement, now or in the future). This arbitration provision will continue to apply after this Agreement ends and/or after you or we close the Account.

## WHAT DISPUTES ARE NOT COVERED

This arbitration provision does not cover any dispute: (1) That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or (2) about the parts of this arbitration provision that prohibit class disputes.

## NO CLASS DISPUTES

**UNLESS YOU LIVE IN NEW JERSEY, YOU CANNOT JOIN TOGETHER IN A DISPUTE WITH ANYONE OTHER THAN PEOPLE WHO USE YOUR ACCOUNT. EVEN IF OTHER PEOPLE HAVE DISPUTES SIMILAR TO A DISPUTE THAT YOU OR WE ASK TO ARBITRATE, THOSE PEOPLE AND THEIR DISPUTES CANNOT BE PART OF ANY ARBITRATION BETWEEN YOU AND US. YOU CANNOT ARBITRATE ANY DISPUTE ON A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE BASIS. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.**

## WHO WILL ARBITRATE

The American Arbitration Association ("AAA") or JAMS ADR ("JAMS") may arbitrate any dispute, or you and we may agree upon a different arbitrator. For more information about arbitration, contact the AAA ([www.adr.org](http://www.adr.org) or 1-800-778-7879) or JAMS ([www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267). If for any reason the AAA or JAMS is unable or unwilling to arbitrate, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group. The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is \$250,000 or less, one arbitrator will hear the dispute(s). If the total is over \$250,000, three arbitrators will hear the dispute(s). Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

## WHAT RULES APPLY

The arbitration of any dispute will be conducted according to the rules of the arbitrator ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. If the total of all disputes is \$250,000 or less, we will use any expedited procedures in the Rules. If this Agreement and the Rules say something different, we will follow this Agreement and not the Rules.

## HOW TO START ARBITRATION

Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the dispute. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will work with you to determine if you and we can agree on a different group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the Rules in effect at that time.

## WHEN A PARTY MAY ASK FOR ARBITRATION

You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

## WHAT THE ARBITRATOR(S) MUST DO

Each arbitrator must:

- Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute;
- Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;
- Make decisions and awards only with respect to claims made by or against you individually;
- Give a brief written explanation of the basis for the award upon request of either party; and
- Make specific findings of fact and conclusions of law to support any award greater than \$25,000.
- Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

## WHO PAYS FOR ARBITRATION

There will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be. You may have to pay some of the arbitration charges unless this Agreement, an applicable law or the Rules say we must pay. If the total dollar amount of all disputes is \$50,000 or less, we will pay that portion of the arbitration filing fee that is more than the cost of filing a lawsuit in the federal court where you live. You can ask us to pay some or all of the other arbitration charges you have to pay, but we don't promise to do as you ask. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges that are greater than those we agreed to pay. The arbitrator(s) also may order us to pay some or all of your attorneys, expert and witness fees. Unless ordered otherwise by the arbitrator(s), each of us must pay for its own attorneys, expert and witness fees, no matter who wins.

## WHERE WILL ARBITRATION TAKE PLACE

Any arbitration will take place in the federal judicial district near your home. Or, you and we could agree that arbitration will take place somewhere else.

## WHAT LAW APPLIES

This arbitration provision is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act will apply to the construction, interpretation and enforceability of this arbitration provision despite any other choice of law provision in this Agreement.

## OTHER RIGHTS AND REMEDIES

Nothing in this arbitration provision will limit certain other rights you or we may have. This means that you or we could, for example:

- Get an injunction, which is a court order to stop someone from doing something; or
- File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.

If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.

## WHAT HAPPENS IF PART OR ALL OF THIS ARBITRATION PROVISION CANNOT BE ENFORCED

Only a court and not an arbitrator can determine if any part of this arbitration provision cannot be enforced. If a court with proper jurisdiction says that any part of the "No Class Disputes" subsection above (which prohibits arbitration of class disputes) cannot be enforced, then none of the arbitration section in this Agreement will apply, and this section will be considered deleted from the Agreement. If a court with proper jurisdiction says that any other part of this arbitration provision cannot be enforced, then the rest of this arbitration subsection still will apply, including the "No Class Disputes" subsection above.

## WAIVER OF JURY TRIAL

**Unless you live in New Jersey, subject to applicable law, this provision limits your rights to a jury trial. You should review this section carefully. If you and we have any dispute related to this Agreement, your Account, or any transactions involving your Account and (i) neither you nor we seek to compel arbitration of the dispute, or (ii) some or all of the arbitration section is unenforceable and the dispute will be resolved in court, then you and we agree voluntarily and knowingly to waive any right each may have to a jury trial to the fullest extent permitted by law.**

## ATTORNEYS' FEES

In any action between you and us in court, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys' fees the prevailing party incurred in bringing or defending the court action.

## DEFINITIONS

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**Account** - Your arrangement with us for credit and other services under this Agreement.

**Agreement** - The current terms and conditions of your Account as contained within this document, your Application, your Card Mailer, any other document we provide you that indicates it is part of, or amends the terms and conditions of your Account.

**Application** - The application or solicitation you signed, submitted, or otherwise gave us to ask for the Account. An application could be written, electronic, or as otherwise permitted by law.

**Authorized User** - Any person you authorize to use your Account or a Card, whether you notify us or not.

**Balance Transfers** - A balance from another creditor paid directly by us and transferred to your Account. If we approve your request, we will pay the other creditor directly. Balance Transfers are Cash Advances, except that the APR for Purchases (and not the APR for Cash Advances) will apply to Balance Transfers.

**Cash Advances** - The use of your Account to obtain cash or other advances:

- From us or any participating financial institution or automated teller machine (ATM);
- By using a Check;
- By purchasing items that can be traded right away for cash, such as wire transfers, money orders, traveler's checks, lottery tickets or casino chips;
- By placing bets or wagers (if legal) or to make tax or other similar payments; or
- By getting an advance deposited to a Compass checking account if you are enrolled in an overdraft protection program under a separate agreement with us.

**Card** - Any access device for your Account we give you or an Authorized User to obtain credit, including physical cards, Account numbers, Checks and electronic form factors or cryptologic keys.

**Card Mailer** - Account documentation containing your Card, your initial or subsequent credit limit(s), Account number(s), account opening disclosures and pricing information, or other information about the terms and conditions of your Account.

**Check** - Any check we send to you to access your Account. Checks are Cash Advances.

**Purchases** - the use of your Account to purchase or lease goods or services from participating merchants.

**New Balance** - The unpaid balance at the end of the billing cycle.

**Minimum Payment Due** - Minimum amount of your payment.

**Payment Due Date** - The date your next payment is due.

**Payment Network** - Visa, MasterCard, American Express, Discover, and their respective payment systems, or any other payment system that is enabled on, or otherwise specified for, your Account.

**Statement Date** - The date of the statement.

**We, us, and our** - BBVA USA and anyone to whom we give or sell your Account. BBVA is a trade name of BBVA USA, a member of the BBVA Group.

**You, your, and yours** - You and any other person(s) who are contractually liable under this Agreement, including joint applicants and joint Account holders.

## SIGNATURES

**NOTICE TO THE BUYER - DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.**

### RETAIL INSTALMENT CREDIT AGREEMENT

**You:** Any handwritten, electronic or digital signature provided by you or any person whom you allow to use the Account on any document in connection with opening or using your Account serves as your signature on this Agreement. Your name and primary (i.e., residential street) address on your Application (including any oral or electronic application or request for credit) or on the Card Mailer sent with your Card serves as your name and address on this Agreement. The date of your Application is the date of your signature for purposes of this Agreement.

**Bank:** We have signed this Agreement as follows:

/s/ A. Smith

A. Smith

Vice President

BBVA USA Card Center, P.O. Box 2210, Decatur, Alabama 35699-0001

**California Residents:** You understand and agree that interest is compounded under the terms of this Agreement.

**New Jersey Residents:** Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**Vermont Residents Optimizer Card:** To have an Optimizer Card Account, you must maintain a deposit account as security for this credit card account, and you shall grant us a security interest in this deposit account.

**Washington Residents:** Pursuant to Washington Revised Code Section 63.14.167, you are not responsible for payment of any service charge resulting from the merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

## 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 payment address shown on your bill.

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 any 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 that 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 payment address shown on your bill.

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.

## BBVA Rewards Card Account Pricing Information as of June 30, 2020.

*This pricing information is accurate as of the date listed above, but may have changed after that date. You can always find out the most current pricing information by contacting us at: BBVA USA, P.O. Box 2210, Decatur, AL 35699 or 1-800-239-5175.*

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>Prime* + 7.99% to 25.99%</b> , based on your creditworthiness This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>Prime* + 7.99% to 25.99%</b> , based on your creditworthiness This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>Prime* + 18.99% to 25.99%</b> , based on your creditworthiness This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest on purchases, the charge will be no less than \$1.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Cash Advance</li><li>• Balance Transfer</li><li>• Foreign Transaction</li></ul>	Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater Either <b>\$10</b> or <b>4%</b> of the amount of each transfer, whichever is greater <b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$37</b> Up to <b>\$20</b>

**How We Will Calculate Your Balance:** We use a method called “daily balance.” See account agreement for more details.

\*For each billing cycle, we use the Prime Rate from The Wall Street Journal two business days before the Statement Date for that billing cycle. Your APRs may increase if the Prime Rate increases. If your APRs increase, the amount of interest you will owe and the Minimum Payment Due may increase.

BBVA is a trade name of BBVA USA, a member of the BBVA Group.