



Deceptive advertising claim

Sullivan, John <[REDACTED]>

Thu, Oct 2, 2014 at 4:17 PM

To: "lsmith@truthinadvertising.org" <lsmith@truthinadvertising.org>

Laura,

I have attached the internal training materials, sales order the customer signs, and the statement the customer receives from Wells Fargo.

Training materials pages 1-3 (also 27-29 from the training materials). The first page is the flyer reviewed with the customer at the point of sale. Under each option we note interest will be charged from the date of purchase if the full amount is not paid in full on time. This document is also used to train our associates selling the program.

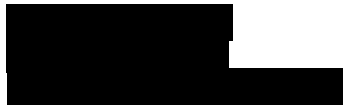
Standard order form, pages 4-6, is where the customer signs the order. Please note immediately above the customer's signature it states that if not paid in full, interest will be charged to the account from the purchase date at a rate of 27.99%. Based on our discussions and further review, we will look to highlight or bold the sentence for further clarity.

Wells Fargo Statement, pages 7-11. I think you will agree the statement is very clear as to what happens if the account is not paid in full within terms, including a clear minimum payment warning.

Our Training Department and Field Management will further emphasize to our sales associates the importance of clear communication with our customers surrounding the terms of our financing.

Thank you,
John

John J. Sullivan
Executive Vice President,
Chief Administrative officer
and Chief Financial officer
Bob's Discount Furniture LLC
428 Tolland Turnpike
Manchester, CT 06042



-----Original Message-----

From: [REDACTED]
Sent: Thursday, October 02, 2014 3:53 PM
To: Sullivan, John
Subject:

CS 4550ci
[00:c0:ee:a5:96:29]

doc04683420141002145311.pdf

10/9/2014

Truth In Advertising Mail - Deceptive advertising claim



1253K

Wells Fargo Terms Sign

Revised 3/18/2014



Bob's Finance Training

Financing is easy at my Bob's Discount Furniture

Bob's Discount Furniture

Three Purchase Options on Your Bob's Furniture Card *

You may finance your pending purchase on your Bob's Discount Furniture Credit Card (through Wells Fargo Financial National Bank "Wells Fargo") using one of the three options set forth below. Please review and select the option you desire. Once you have selected the option and the transaction is processed, the selection cannot be changed. Check your Cardholder Agreement for complete account information.

For all options, you will receive regular monthly statements from Wells Fargo once you take possession of the merchandise and as long as you have activity on your card. In the event you have two (2) or more separate delivery/pick up dates, these transactions will appear separately on your statement, based on the delivery/pick up date. Monthly payments must be made directly to Wells Fargo. Payments cannot be made at any Bob's Discount Furniture Store.

No Interest If Paid in Full within 6 months with Regular Payments.

No interest if paid in full within 6 months. If the balance is not paid in full within 6 months, interest will be imposed from the date of purchase at the applicable regular rate.

(Promotional Plan # 1145)

For orders \$399 or over

This option is best for those who wish to pay the purchase balance in full within 6 months.

You will not pay any interest charges if the purchase balance is paid in full within the 6 month period.

Regular monthly payments are required from the first billing statement forward. Paying the minimum payment every month will not pay the entire balance within the special terms period.

No Interest If Paid in Full within 12 months with Regular Payments.

No interest if paid in full within 12 months. If the balance is not paid in full within 12 months, interest will be imposed from the date of purchase at the applicable regular rate.

(Promotional Plan # 1015)

For orders \$1200 or over

This option is best for those who wish to pay the purchase balance in full within 12 months.

You will not pay any interest charges if the purchase balance is paid in full within the 12 month period.

Regular monthly payments are required from the first billing statement forward. Paying the minimum payment every month will not pay the entire balance within the special terms period.

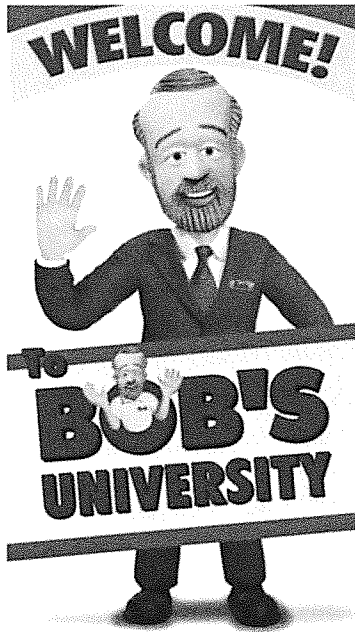
Regular Terms with Regular Payments, interest is imposed from the purchase date at the applicable regular rate.

(Promotional Plan # 9999)

For orders less than \$399

This option is best for those who are purchasing an item(s) that is less than \$399 and wish to finance the purchase. You will pay any interest charges if the purchase balance is not paid in full within the 1st billing cycle. Regular monthly payments are required from the first billing statement forward.

*Subject to credit approval.



Bob's Way to Pay Training (The Bob's Card)

Process:

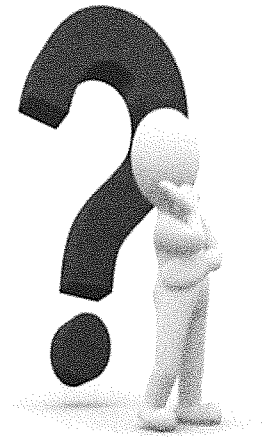
1. Ask customer for a valid photo ID. Valid ID's are listed below in "Parameters and General Information", and must not be expired.
2. Have customer fill out application completely and sign at the bottom.
Application MUST be signed prior to entering in system.
3. Look up customer in system (If not yet in system, create customer and **SAVE prior to entering application**).
4. In the Modify Customer tab, click "WellsFargo Credit Appln".
5. Enter all required information.
6. Click "Transmit".
7. An approval or denial is typically received within 1 minute.
8. Associate must now inform customer using tact and professionalism (whether approved or declined).
9. If a credit limit increase is needed, go to the office.

10. If application is pending...

- a. **MUST** wait at least 15 full minutes.
- b. Go to office to check for receipt of fax from Wells Fargo showing approval or decline.
- c. If there is no faxed response *after 15 minutes*, Wells Fargo may now be called.

Parameters and General Information

- Bob's Card is third party financing through Wells Fargo
 - Wells Fargo pays Bob's and the customer pays Wells Fargo directly
- Customer needs a valid government issued photo ID
 - Driver's License, U.S. Passport, U.S. Military ID, Green Card, U.S. Resident Card, and DMV issued State ID Card
- Sales person should fill out application with the customer
- Sale must be done in the name of applicant(s)
- Co-applicant must be present to show ID and to sign application
- Customer is typically approved or declined within 1 minute
- Sales person discusses approval or denial with customer
- Upon approval, the customer has an account which is open for 2 years if no purchase is made using it. If a purchase is made, the account will remain active until 2 years after the final payment is made (If no other purchases occur)
- On an approval the customer can use the funds immediately and schedule an immediate delivery
- As the balance is being paid down, that amount becomes open to buy (up to the approved credit line)
- Customer receives a Bob's Card in the mail within 30 days of approval
- No down payments needed (except for special orders)
- Customer will receive their first bill/payment due within 30 days after date of possession
- Sensible split deliveries are ok with manager approval (In-zone only)
- Finance terms start date of possession, not date of sale
- There are no pre-payment penalties



Special Orders

30% Plus processing fee are a required deposit on special orders and **cannot** be financed.

- SPC processing fee of \$39.99 is non-refundable after 3 days.
- Salesperson must make customer aware of these requirements as early as possible.

Approval

Take the customer aside and confidentially tell them how much they were approved for. Example: *"Good news Mrs. Jones. You have been approved for \$2500 and your account is ready to use"* or *"Mrs. Jones, you have been approved for \$1500 of the \$2500 sale. Would you like me to enquire about a credit limit increase, or do you want to pay the balance another way?"*

Denial

It is very important that you take the customer aside to a non-busy area and confidentially explain the denial. We never use words like "you were turned down", "you were denied" or "you have bad credit". We use phrases like, "it was not approved", "for some reason **this** did not go through" or "an **account** could not be approved at this time".

We cannot give the customer a reason why the account was not approved; we do not know why. That is personal information between them and Wells Fargo. Wells Fargo will mail them a letter within 30 days with more information about the denial. Another way to explain this to the customer is, *"I don't know why because they do not disclose the reason to us. It is confidential information between Wells Fargo and you. They based their decision on information obtained in the credit bureau. The good news is you will receive a letter within the next thirty days giving you more information regarding their decision. From there, you can look into your credit report to make sure there is not misinformation on your report."*

Reasons to have your office contact Wells Fargo:

- 1) If the customer is adamant they should have been approved.
- 2) If they wish to add a co-applicant.
- 3) If they wish to add income to their application.



It is now time to discuss other forms of payment: AcceptanceNOW or price protection.

- 1) After using the same verbiage as above to tell them they were not approved, ask, *"Would you like to know more about Bob's No Credit Check Payment option?"*
- 2) Personal Credit Card, Cash, or Check (Paid in full)?
- 3) If the answer is no, you can then say, *"Did you know Bob has a price protection plan where he will hold this low price for you for up to one year? With this program, there are no finance charges or fees. Bob will lock you into today's low price for up to one year, and as soon as you have paid in full you can schedule a convenient delivery date. How does that sound?"*

I JUST LOVE SAVING MONEY! DON'T YOU?

DISCOUNT BOB'S FURNITURE

3050 MIDDLE COUNTRY ROAD B
NESCONSET
(631)240-1050
www.mybobs.com

NY 11767

STANDARD ORDER: 4183404
Customer #: 2940575

Sold To:



Sales Associate(s): JOEL STRINGFELLOW
CHRISTOPHER KALATA

Ship To:



Article	Description	Goof Proof Plus	Purchase Date	Quantity	Unit Price	Ext. Price	Delivery	Delivery Date
20013945001	TV CONSOLE 62"-6118-883-MONTIBELLO	Accepted	08/19/2014	1	399.00	399.00	Delivery	08/23/2014
19700002	FCP-BD-1PO5 GOOF PROOF KIT		08/19/2014	1	0.00	0.00	Take With	08/19/2014

*****SPECIAL INSTRUCTIONS*****

Locust

All DAY DELIVERY SERVICE.

Track your delivery online. Go to www.mybobs.com/deliverytracker

Thank you, JOEL STRINGFELLOW

Goof Proof Plus 49.99
 Delivery 39.99
 Sub-Total 488.98
 Tax 42.17
 Total 531.15
 WFL3 NO INT OPT 6M 531.15
 Entrance 0.00

This transaction is under your Credit Card Agreement with Wells Fargo Financial National Bank (the "Bank"). You give the Bank a purchase-money security interest on merchandise purchased in this transaction.

No interest if Paid in Full within 6 Months with regular monthly payments. If the purchase balance is not paid in full within 6 months, interest will be charged to your account from the purchase date at a rate of 27.99%. This APR will vary with the market based on the U.S. Prime Rate.

Customer Signature _____ Date _____

Financed by: Wells Fargo Financial National Bank
Amt. Financed: \$ 531.15

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For service after delivery please call Bob's Customer Care line at (800)569-1284
The information contained on the subsequent pages of this document is an integral part of the agreement between the buyer and the seller.

I JUST LOVE SAVING MONEY! DON'T YOU?
BOB'S DISCOUNT FURNITURE

Approval # : 019865
Plan: 1145
Merchant: Bobs Discount Furniture, NESCONSET, NY
WF Account # : *****7828

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The above information is accurate. Customer Signature _____

For service after delivery please call Bob's Customer Care line at (800)569-1284
The information contained on the subsequent pages of this document is an integral part of the agreement between the buyer and the seller.

Invoice Number: 4183404

Track your delivery online. Go to www.mybobs.com/deliverytracker

REFUNDS AND CANCELLATIONS POLICY

You may request a full refund on orders for stocked merchandise at any time up until the time we deliver the merchandise to you or until you pick it up.

You may exchange or return any take-with purchase within thirty (30) days of the date of possession for a full refund provided you have your original sales receipt and the merchandise is in like-new condition and has not been otherwise used. Take-with sales include: accessories, rugs, bed frames, lamps, bed protectors, pillows and pillow protectors.

You may cancel special orders within three (3) days after the order date (08/22/2014) and we will refund your Special Order deposit in full. If you cancel your special order later than three (3) days after the order date (08/22/2014), we will refund your Special Order Deposit less the Special Order Fee.

For any refund, except as otherwise noted, we will credit the same credit/debit card account on which you charged the original transaction, or we will mail you a refund check from our Corporate Offices within sixteen (16) days if you made your payment by cash, check, traveler's check, or money order. For purchases made by debit, you will need to come into the store with your debit card to receive the credit or we will mail you a refund check from our Corporate Offices. We can only issue checks to the person(s) listed as the sold to party on the original sales order.

SERVICE POLICY

We guarantee that our new products will be free from factory defects for one year from date of delivery or pickup. Our mattresses and motion furniture may carry additional factory guarantees. You must report any factory defects to our Customer Care team within one (1) year of possession, and a Customer Care representative will schedule one of our Service Technicians to inspect the item and service it to factory standards at no cost to you. If the Service Technician determines that the factory defect is not serviceable, we will replace the affected item. If the item is no longer available, you may reselect to other merchandise or we will refund the purchase price. In the event of a reselection we will charge or credit you for any price difference between the original and the re-selected item. Merchandise purchased from our "Pit" or Clearance Centers that is not brand new/factory fresh is excluded from these factory defect guarantees. Normal wear and tear or customer-caused problems are also excluded. Service can only be provided within our serviceable area to the original purchaser as stated on your sales receipt.

You also have the option of extending our one year guarantee to FIVE years with the purchase of our *Goof Proof Plus* plan. In addition to extending our one year guarantee to FIVE years, *Goof Proof Plus* also protects you from a variety of **accidental damages** you may cause in those FIVE long years!

Call **Bob's** at (800) 569-1284 to report **factory defects** to your **Merchandise**. Our Customer Care Department is available 6:30 AM to 8:00 PM Monday through Saturday.

Call **Guardian** at (800) 538-9500 to report **accidental** stains or damages to your **Furniture** within thirty (30) days of occurrence.

MATTRESS SATISFACTION POLICY

Our goal is to do our best to ensure that you are happy with your mattress purchase. In the unlikely event that your mattress has a factory defect, we will replace it during the stated manufacturer's warranty period. If you are unhappy with the comfort of your mattress ~~after~~ having slept on it for thirty (30) days, please call our Customer Care Center at (800)569-1284 within sixty (60) days of your delivery and one of our representatives will arrange for you to make a onetime re-selection on your mattress only. Foundations within the same manufacturer are *not* included in our comfort guarantee. We will charge or credit you for any price difference between the original and the re-selected mattresses. Credits will be issued based on the original method of payment via the guidelines stated above. We will charge you our prevailing re-delivery fee to cover the costs of delivery for the re-selected mattress and pick-up of the original mattress. If you do not re-select another mattress, we will refund the full purchase price less our prevailing delivery fee.

Will your new sleep set FIT in your home?

Queen foundations are bigger and need room to be able to get up the stairs and into the bedroom. Have you ever had a tight delivery? What size foundation is in your room now?
_____ I was told about split foundations.

Wow! These BEDS are soooo BIG! Thicker Mattresses are here to stay!

Today's mattresses have more upholstery layers to give you more comfort and conformance. Without these extraordinary upholstery layers, today's mattresses would not be as comfortable. My Bob's Generic Mattresses are the best values in the world! They are designed to be more comfortable and thicker than your current set. Will you need a low profile foundation?
_____ I was told to expect this mattress to be much thicker and higher than my current set.

Give it TIME!

You will probably experience an adjustment period with your new mattress set. This is normal. Up to 30 days is to be expected. Please give it time. The benefit will be a good quality night's sleep.
_____ I was told to expect an adjustment period with my mattress.

Making GOOD Impressions!

Your new sleep set will conform to your body and make impressions. This is good; body impressions are normal in today's mattresses. Like a pair of shoes, the conformance adds to the comfort. This is an indication that the sleep set is doing its job and contouring to the shape of your body.
_____ I was told to expect body impressions in my new mattress.

ROTATE Your Mattress!

Just like tires on your car, your new mattress may wear evenly if rotated on a regular basis. This will enhance the performance of your new mattress.
_____ I was told to rotate my new mattress regularly.

RELAX AND ENJOY!!!

Congratulations! Start sleeping better and feeling better with your new mattress set. REMEMBER, my Bob's Generic Mattresses are backed by a superior manufacturer's warranty.

Customer's Signature: _____

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

PAYMENT INSTRUCTIONS. Follow these instructions when making a payment:

- Make your payment in U.S. dollars, but do not send cash.
 - If you make a payment by mail, please include the Payment Stub with your payment. Use the envelope enclosed with your statement to mail both documents to the Payment Address. Payments received by 5:00 p.m. local time at the Payment Address will be credited as of the date of receipt. Payments received after the 5:00 p.m. cut-off time will be credited as of the next day.
 - If you make a payment online, it must be made via our web site, which is shown on your statement. The cut-off time for online payments will be disclosed at the time of the transaction.
- If you do not follow these instructions, your payments may not receive credit for up to five days after we receive it.

PAYMENT ADDRESS. If your mailing address is in CA, HI or ND, please mail your payment to us at: Wells Fargo Financial National Bank, P.O. Box 30667, Los Angeles, CA 90030-0667. If your mailing address is not in CA, HI or ND, please mail your payment to us at: Wells Fargo Financial National Bank, P.O. Box 660431, Dallas, TX 75266-0431.

CREDIT INFORMATION. IMPORTANT NOTICE: We may report information about your account to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report and/or consumer report. You have the right to dispute the accuracy of information that we have reported by writing to us at Wells Fargo Financial National Bank, P.O. Box 14595, Des Moines, IA 50306. Please include your account number and a description of the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

ELECTRONIC CHECK CONVERSION. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you do not want us to use your check to make an electronic fund transfer from your account, you may opt out by calling 1-888-334-6202.

PHONE MONITORING. We may monitor and record your phone calls with us to assure the quality of our service.

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 on a separate sheet at: Wells Fargo Financial National Bank, P.O. Box 10475, Des Moines, IA 50306.

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. 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 on a separate sheet at: Wells Fargo Financial National Bank, P.O. Box 10475, Des Moines, IA 50306.

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.

O1AA5685 - 8 - 08/15/13

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Offered by Wells Fargo Financial National Bank

Account Number [REDACTED]
 Billing Period Jan 15, 2014 to Jan 20, 2014

2014 Totals Year-to-Date	
Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$0.00

Interest Charge Calculation									
Your Annual Percentage Rate (APR) is the annual interest rate on your account									
Type of Balance	Sub-account End Date	Daily Periodic Rate	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Deferred Interest Balance	Interest Charge	Accrued / Deferred Interest Charges		New Balance
							Monthly	Total	
REGULAR	N/A	0.07668% (v)	27.99% (v)	\$0.00	N/A	\$0.00	N/A	N/A	\$0.00
NO INT IF PD IN FULL W/PMT Transaction Date: Jan 15, 2014	Jul 2014	0.07668% (v)	27.99% (v)	N/A	\$1,101.09	N/A	\$5.06	\$5.06	\$1,098.99

(v) = Variable Rate

See reverse side of the second page for an explanation of how the Balance Subject to Interest Rate or Deferred Interest Balance for each Type of Balance was computed and an explanation of how to avoid additional interest charges.

IMPORTANT NOTICE REGARDING NO INTEREST OPTION SPECIAL TERMS

Please note that effective January 14, 2014, wherever the term "No Interest Option" appears in your Credit Card Agreement (or, if applicable, Credit Card Account Agreement General Terms), it shall be replaced with the term "No Interest if Paid in Full." This is a name change only; it does not otherwise impact these special terms. Save this notice for future reference.

NIO ONST 0114

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Explanation of How Interest Was Computed, Including An Explanation of How the Balance Subject to Interest Rate or Deferred Interest Balance Was Determined

Please see your Credit Card Agreement ("Agreement") for complete information.

If "REGULAR" or "SPECIAL (SPEC) RATE" or "SPECIAL (SPEC) RATE W/EQUAL PYMT" (Regular Rate or Special Rate or Special Rate with Equal Payments) is indicated in the INTEREST CHARGE CALCULATION section of your statement, the interest charge for the Billing Cycle for the balance will be the amount obtained by applying the daily periodic rate (as shown in the INTEREST CHARGE CALCULATION section of your statement) to the average daily balance ("ADB"), as described below in HOW WE CALCULATE THE AVERAGE DAILY BALANCE. Then, we multiply this amount by the number of days in the Billing Cycle.

HOW TO AVOID PAYING INTEREST. We begin charging interest on a purchase on the date it posts to your Account. You can avoid interest on any portion of a purchase balance shown on your current statement that you pay by the Payment Due Date if the balance shown on your previous statement was zero or was paid in full by the Payment Due Date.

If "CASH ADVANCE(S)" are indicated in the INTEREST CHARGE CALCULATION section of your statement, the interest charge for the Billing Cycle for the balance will be the amount obtained by applying the daily periodic rate (as shown in the INTEREST CHARGE CALCULATION section of your statement) to the average daily balance ("ADB"), as described below in HOW WE CALCULATE THE AVERAGE DAILY BALANCE. Then, we multiply this amount by the number of days in the Billing Cycle.

PAYING INTEREST. We will begin charging interest on a cash advance on the date the cash advance posts to your Account.

If "NO INT IF PD IN FULL NO PMT" or "NO INT IF PD IN FULL W/PMT" or "NO INT IF PD IN FULL EQ PMT" (No Interest if Paid in Full with No Payments or No Interest if Paid in Full with Payments or No Interest if Paid in Full with Equal Payments) is indicated in the INTEREST CHARGE CALCULATION section of your statement, the deferred interest charge for the Billing Cycle for the balance will be the amount obtained by applying the daily periodic rate (as shown in the INTEREST CHARGE CALCULATION section of your statement) to the average daily balance ("ADB"), as described below in HOW WE CALCULATE THE AVERAGE DAILY BALANCE. Then, we multiply this amount by the number of days in the Billing Cycle.

HOW TO AVOID PAYING INTEREST. We begin accruing interest on a purchase with No Interest if Paid in Full terms on the date the purchase posts to your Account. We calculate interest on the purchase balance. This amount is called the deferred interest charge (see "Accrued/Deferred Interest Charges" shown in the INTEREST CHARGE CALCULATION section of your statement). The deferred interest charge will not be added to the regular balance unless you do not pay the balance in full by the end of the special terms period (see Subaccount End Date shown in the INTEREST CHARGE CALCULATION section of your statement). You may avoid interest on the balance by paying it in full before the end of the special terms period.

If "NO INT NO PYMT" or "NO INT W/PYMT" or "NO INT NO PYMT THEN EQUAL PYMT" or "NO INT W/EQUAL PYMT" (No Interest with No Payments or No Interest with Payments or No Interest with No Payments, then Equal Payments or No Interest with Equal Payments) is indicated in the INTEREST CHARGE CALCULATION section of your statement, there will be no interest charge on the purchase balance until the end of the special terms period (see Subaccount End Date shown in the INTEREST CHARGE CALCULATION section of the statement). If a "Date Special Terms Change" is indicated in the INTEREST CHARGE CALCULATION section of your statement, it means that on that date, the payment terms for the balance will change based upon the particular special terms plan indicated.

HOW TO AVOID PAYING INTEREST. You may avoid interest on the balance by paying it in full before the end of the special terms period.

If "NO INT NO PYMT THEN SPEC RATE" or "NO INT W/PYMT THEN SPEC RATE" (No Interest promotion with or without Payments followed by a Special Rate promotion with Payments) is indicated in the INTEREST CHARGE CALCULATION section of your statement, there will be no interest charge on the purchase balance until the end of the Date Special Terms Change indicated in the INTEREST CHARGE CALCULATION section of your statement. After that, interest will be computed as stated above in the "REGULAR" or "SPECIAL (SPEC) RATE" paragraph. The "Date Special Terms Change" means that on that date, the interest terms, the payment terms, or both will change based upon the particular special terms plan indicated.

HOW TO AVOID PAYING INTEREST. You may avoid interest on the balance by paying it in full by the Date Special Terms Change.

HOW WE CALCULATE THE AVERAGE DAILY BALANCE ("ADB")

The ADB for each type of balance is calculated separately, starting with the beginning balance on the first day of each Billing Cycle. The beginning balance on the first day of the Billing Cycle includes the following:

- The prior Billing Cycle's ending balance, which includes any unpaid fees posted to your Account in the prior Billing Cycle (if applicable).
- Any late payment fees posted in the current Billing Cycle that are related to a late payment in the prior Billing Cycle (if applicable).

We take the beginning balance each day and add any new purchases. Except for the first day of each Billing Cycle, we then add interest equal to the previous day's balance multiplied by the daily periodic rate. (This means interest is compounded daily.) Then, we subtract any payments or credits. This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, we add up all the daily balances for the Billing Cycle. We divide this amount by the number of days in the Billing Cycle. This gives us the ADB.

4575

OM5685AP (1/14/14)





FACTS	WHAT DOES WELLS FARGO FINANCIAL NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ■ Social Security number and employment information ■ account balances and transaction history ■ credit history and income 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo Financial National Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		
	Does Wells Fargo Financial National Bank share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you)	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes
To limit our sharing	<ul style="list-style-type: none"> ■ Call 1-855-257-8709 — our menu will prompt you through your choices Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
To limit direct marketing	<ul style="list-style-type: none"> ■ To limit our direct marketing to you by mail or telephone, call 1-855-257-8709 — our menu will prompt you through your choices Please note: A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Call election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys.	
Questions?	Call 1-800-TO-WELLS (1-800-869-3557) or go to wellsfargo.com/privacy_security	
What we do		
How does Wells Fargo Financial National Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit wellsfargo.com/privacy_security	
How does Wells Fargo Financial National Bank collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> ■ open an account or provide employment information ■ apply for a loan or use your credit or debit card ■ give us your income information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes — information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.	
What happens when I limit sharing for an account I hold jointly with someone else?	<ul style="list-style-type: none"> ■ If you limit sharing with affiliates, your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders ■ If you limit sharing with nonaffiliates, your choices will apply to everyone on your account 	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ■ Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC 	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ■ Nonaffiliates we share with can include merchants participating in our credit card programs, their affiliates, their service providers, and program sponsors 	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ Wells Fargo Financial National Bank doesn't jointly market 	
Other important information		
Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.		
Do Not Call Policy. This Privacy Policy constitutes Wells Fargo Financial National Bank's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.		
Nevada Residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the <i>To limit direct marketing</i> section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com , or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us .		
State Law: We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.		