

Terms & Conditions

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IMPORTANT MESSAGE FOR NEW CUSTOMERS

Following is the DELL PREFERRED ACCOUNT CREDIT AGREEMENT that governs the Dell Preferred Account you requested. Please read it carefully. If you reject the terms and conditions contained in the Agreement, you still have time to cancel your Account and avoid any finance charges and other credit costs.

If you wish to decline the terms and conditions contained in the Agreement, you must call 1-800-879-9500 within three days of receipt of the Agreement. You will need to provide the phone representative with your Dell Preferred Account number, your Dell Inc. (hereafter "Dell") customer number and/or your order number(s). The phone representative will arrange with WebBank so that your Account will not become effective, and, if you made a purchase from Dell, either cancel your Dell order or arrange with you for another method of payment. If your order arrives after you have cancelled it, you must refuse shipment. If the shipment is left at your home without a signature, do not open the boxes. Call the Carrier and tell them that you are refusing shipment. The Carrier will arrange with you to pick up the shipment and return it to Dell.

If you received your Dell order before you received this document, you can still decline this offer of credit by calling 1-800-879-9500 as described above.

If you do not contact us, your acceptance of any products you purchased constitutes use of the credit offered and acceptance of the terms and conditions of the Agreement. Your acceptance of the Agreement will authorize Dell and/or its affiliates to request an advance of funds pursuant to the Agreement to pay for your purchase from Dell.

DELL PREFERRED ACCOUNT CREDIT AGREEMENT

Offered by WebBank and serviced by Dell Financial Services

NOTICE: This Credit Agreement contains an arbitration provision. Under this arbitration provision, you may be required to settle any dispute with WebBank, Dell Financial Services and others through arbitration and not through a court proceeding.

Definitions. The word "Agreement" refers to your Dell Preferred Account Credit Agreement. In this Agreement, the words "you" and "your" mean the person who applied for this Dell Preferred Account. The words "we," "us," and "our" mean WebBank, who is the lender. "Account" means your Dell Preferred Account, which will be governed by this Agreement. Dell Financial Services will service your Account for WebBank.

Use of Your Account. Your use of the open-end credit offered pursuant to this Agreement, or its use by anyone you authorize, shall constitute acceptance of the terms of this Agreement and the Arbitration provision contained in this Agreement. Your use of the Account also acknowledges that you are of legal age to enter into a binding agreement with us.

Billing Period. A Billing Period is the interval between monthly billing statements. The Statement Closing Date is the last day of the billing period for that statement.

Payment. You promise to pay us for all purchases charged to your Account plus any Finance Charge and any other charges that may be assessed as provided in this Agreement. You promise to pay at least the Total Minimum Payment Due as shown on your billing statement each month by the Payment Due Date. We will advise you of your Payment Due Date each month on your billing statement. Your Payment Due Date will be the same day of the month for each monthly billing period. Your Total Minimum Payment Due will include the Current Month Minimum Payment and all past due amounts. Your Current Month Minimum Payment is the greater of \$15.00 or 3% of the New Balance shown on your billing statement, rounded up to the next dollar. The Current Month Minimum Payment Due does not include any amount in an unexpired Promotional Credit Plan that does not require a monthly payment. Your Total Minimum Payment Due will include the Current Month Minimum Payment and all past due amounts. At any time we can require you to pay all amounts by which your balance exceeds your Credit Limit. You may pay all or any part of

your balance at any time without penalty.

When Periodic Finance Charge Is Imposed. Finance Charges on purchases will begin to accrue with shipment of the product. However, for any Billing Period where the beginning balance is zero, you will not have to pay Finance Charges on a purchase shipped during that Billing Period if you pay the New Balance in full by the Payment Due Date as shown on the first billing statement on which your purchase appears. If your purchase is shipped in a Billing Period where the beginning balance is zero, and you do not pay the New Balance in full by the Payment Due Date, Finance Charges for the purchase will accrue from the date of shipment, but will not be reflected on the first billing statement on which your purchase appears. Instead, accrued Finance Charges from the date of shipment will be shown on your next billing statement if you do not pay the New Balance shown on this first billing statement in full by the Payment Due Date. Any purchases shipped in a Billing Period where the beginning balance is not zero will accrue Finance Charges beginning with shipment of the product until the purchase is paid in full. Finance Charges for purchases made in Billing Periods where the beginning balance is not zero will be shown on the first billing statement on which your purchase appears.

Finance Charges that accrue from the date of your statement to the date your payment is posted to your Account will not be imposed. In addition, from time to time we may offer Promotional Credit Plans, such as some of those described below, which allow you to repay certain purchases over a longer period of time and avoid Finance Charges.

Grace Period: Your grace period is the period during which any credit extended for purchases may be repaid without incurring a finance charge. Your grace period will be an average of 24 days.

Periodic Finance Charge. We figure the "Finance Charge" on your Account for any billing period by applying the Daily Periodic Rate to the Average Daily Balance of your Account (including current transactions) and multiplying the result by the number of days in the billing period. To determine your "Average Daily Balance", we calculate a new balance each day of the billing period for each separate credit plan that is part of your Account. For each credit plan we do the following: We take the previous balance each day, which includes any billed, but unpaid Finance Charges, Late Payment Fees and other fees, add any new purchases or charges, and subtract any payments or other credits. Then, we add up all the new balances for the Billing Period, and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for each separate credit plan that is part of your Account. The Average Daily Balance computation results in the compounding of interest on your Account, and you agree that we may compound interest on your Account. As explained above, Finance Charges for new Purchases shipped in Billing Periods when your beginning balance is zero, and any Purchases subject to a Promotional Credit Plan with a deferred interest feature will not be added to your Account if you pay your balance in full by the appropriate Payment Due Date. The minimum **FINANCE CHARGE** imposed on any billing statement for which a periodic Finance Charge is imposed is \$2.00.

Periodic Rates. The Daily Periodic Rates and corresponding Annual Percentage Rates are variable rates and may change each month. The Standard Corresponding Annual Percentage Rate (the APR for purchases) that initially applies to your Account is determined by adding a Margin to the Index, which is described below.

If your Account is 60 days past due, your Account may be placed into Default Rate (Penalty APR) status and the Penalty APR will be applied. When an Account is placed into Penalty APR status, all Promotional Credit Plans will automatically expire, all accrued Finance Charges in these plans will be added to your Account, and a higher corresponding Annual Percentage Rate (the "Default Corresponding Annual Percentage Rate") will be applied to all balances in your Account. The penalty APR will be determined by adding a Default Margin to the Index and will be applied to your Account until you make six (6) consecutive monthly minimum payments on time.

The APR for purchases and Default Daily Periodic Rates are determined by multiplying the APR for purchases and the Penalty APRS by 1/365th (1/366th in a leap year).

The current corresponding APR for purchases, Daily Periodic Rates, Margins and any additional restrictions on how we determine Annual Percentage Rates appear on the Pricing Addendum that accompanies and is a part of this Agreement.

The Index is the highest Prime Rate published in the "Money Rates" table by The Wall Street Journal during the 30 days immediately preceding the first day of your billing cycle. Any change in the Index will cause the corresponding Annual Percentage Rates to be adjusted as of the first day of your billing period that begins after the change.

Promotional Credit Plans. In addition to purchases that accrue Finance Charges and require monthly payments as described previously in this Agreement, Promotional Credit Plans may be offered from time to time on specific purchases for qualified buyers. Purchases made under these Promotional Credit Plans may have different finance charge calculations and required minimum payments. A Promotional Credit Plan is strictly limited by its terms and the terms and conditions of the special promotion to which it relates. In addition, the benefits of a Promotional Credit Plan will expire and all accrued Finance Charges in these plans will be added to your Account if your Account is placed in Penalty APR status. The special promotions that may be offered include:

- a) Same as Cash (SAC) Plan – If you pay the entire purchase price before the expiration date of the promotion, as indicated on your billing statement, no Finance Charges will be imposed on the purchase. In addition, balances in this plan will not be included in calculating the required Current Month Minimum Payment during the promotional period. If the entire purchase price is not paid before the expiration date, Finance Charges from the date of shipment will be added to your Account at the end of the promotion period. We may offer promotion periods of different lengths that we will announce from time to time.
- b) No Interest Credit Plan – If you pay the full purchase price before the expiration date of the promotion, as indicated on your billing statement, and pay the Minimum Payment Due each billing period when due, no Finance Charges will be imposed on the purchase. If such payments are not made, Finance Charges from the date of shipment will be added to your Account either when you fail to make a payment during the promotion period or at the end of the promotion period. We may offer promotion periods of different lengths that we will announce from time to time.
- (c) Deferred Payment Credit Plan – Balances in this plan will not be included in calculating the required Current Month Minimum Payment during the deferred payment period. You will not be required to make payments on your purchase (or your entire balance, depending on which promotion we offer), but Finance Charges will accrue during the deferred payment period in accordance with the terms of this Agreement. We will announce the length of the deferment period when we offer this promotion.
- (d) Promotional Rate Plans – We may offer Promotional Rate Plans with promotional periods of different lengths that we will announce from time to time for a specified number of days.

Credit Limit. Your "Credit Limit" on your Account will be shown on your billing statement. You, not we, are responsible for preventing the balance on your Account from exceeding the Credit Limit. You agree not to make any purchases that would make the unpaid balance on your Account exceed your Credit Limit. If you exceed your Credit Limit, we may require you to immediately pay the excess and Finance Charges. We may inform you that you can exceed your Credit Limit on a particular purchase if you agree to pay the Over-the-limit Fee described below. We will not charge you an Over-the-limit Fee without your express prior permission. You also agree that we may increase or lower your Credit Limit at any time.

Charges. The following fees, when imposed, will be added to your balance. The following amounts are our current fee charges. We reserve the right to change the fee schedule from time to time and, if we do so, we will give you any notice required by law. You may call Customer Service for a current fee schedule.

- A Late Payment Fee will be imposed if you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement. The Late Payment Fee is as follows: Account balance less than \$100 = \$15 Late Payment Fee; Account balances equal to or greater than \$100 and less than or equal to \$250 = \$29 Late Payment Fee; Account balances greater than \$250 = \$39 Late Payment Fee.
- An Over-the-limit Fee in the amount of \$25.00 will be imposed for any billing period in which your balance (which includes Finance Charges and any fees) exceeds the Credit Limit on your Account.
- A Not Sufficient Funds (NSF) Fee in the amount of \$34.00 will be imposed if your bank returns your check or payment instrument to us unpaid, or will not honor your direct debit, or we cannot process such payment, for any reason. You will incur this NSF Fee even if your payment is later honored by your bank upon subsequent presentment.
- Miscellaneous Fees may be imposed, including a charge for copies of billing statements that we are not required by law to furnish you without charge. The rates are: research time \$15.00 per hour and billing statements \$4.00 per copy.
- An Expedited Payment Fee of up to \$15 per payment may be imposed for authorizing a customer service representative to process a one-time expedited payment through the use of Automated Clearing House procedures or other electronic funds transfers on your checking account. This fee does not apply if you sign up for an ongoing automatic payment plan where payments are deducted routinely from a designated account.

Form of Payment. All payments must be in U.S. Dollars, and be made by check, money order, electronic funds transfer or such other means as we may expressly permit. Do not send cash. Payments made via a credit card will not be accepted. Any payment made using a check or draft may not be processed or applied to your Account if it is postdated; incomplete (such as when a signature is missing); the numeric amount is different than the written amount; or it is not made payable in accordance with the instructions on your billing statement. All credits for

payments on your Account are subject to final payment by the institution on which the item of payment was drawn. If you send a check as payment, you authorize Lender to clear your check electronically. These checks are not returned with your bank statement.

Generally, we will not accept any payment that is not drawn either on a financial institution located in the U.S. or the U.S. Post Office. If we do, we may charge you any bank collection fees we incur. We can accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full," without losing any of our rights.

Please remit payments to: Dell Preferred Account, Payment Processing Center, PO Box 6403, Carol Stream, IL 60197-6403.

Application of Payments. We will apply payments to your Account consistent with applicable law. Although we apply payments as of the date we receive them if they are paid in accordance with this Agreement and the instructions on the billing statement, your available Credit Limit may not reflect credit for your payment for up to ten days after we receive your payment. In some circumstances, restoring your total available credit may be further delayed.

Default. Your Account will be in default if: (1) you exceed the Credit Limit in effect on your Account; (2) you fail to pay when due any amount owed under this Agreement; or, (3) you made any misrepresentations to us in applying for credit. If you are in default we may require you to pay the total outstanding balance on your Account immediately. We do not have to notify you or demand payment in order to take this action. As described below under Account Cancellation, we can cancel or suspend your right to charge additional purchases to your Account at any time.

Collection Costs and Attorney Fees. As permitted by law, you agree to pay all reasonable attorney fees, court costs and other collection costs actually incurred by us in the collection of any amounts you owe us under this Agreement or which are incurred by us in the event of your bankruptcy or insolvency.

Security Interest. To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest under the Uniform Commercial Code in the merchandise purchased on your Account until such merchandise is paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest. If you do not make a minimum payment due on your account by the date on which it is due, we may repossess any merchandise that has not been paid for in full.

Account Cancellation. You may cancel your Account at any time by notifying us in writing. We may at any time and for any reason, without prior notice, refuse to authorize any purchase on your Account, or suspend your Account and your right to use your Account. In addition, we may at any time and for any reason, without prior notice, cancel your Account. If we cancel your Account, we may require you to pay the full outstanding balance of your Account. No cancellation or suspension of your Account will affect your obligation to pay any amount you owe us under this Agreement. You agree that you will not try to make a purchase after you have been notified that your Account has been cancelled.

Final Agreement. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement.

Amendments to This Agreement. We may change or terminate the terms in this Agreement or the services or features of your Account (including increasing your Finance Charges) at any time. We may also add new terms to this Agreement or services and features to your Account. Any change in terms or any new terms may apply to any outstanding balance as well as on subsequent transactions and balances. To the extent required by law, we will notify you in advance of any changes in terms or any new terms by mailing a notice to you at your address as shown on our records.

Assignment of Account. We may sell or transfer your Account or any amounts owed on your Account to another person at any time without prior notice to you. If we assign your Account, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned. You shall not have any right to transfer your Account or assign this Agreement to anyone.

Telephone Monitoring. Your telephone communications with us may be monitored and recorded, in accordance with applicable law, to improve customer service and security.

Change of Address. If you move or change your billing address or e-mail address, you agree to promptly notify us of your new address in writing or online at www.dellfinancialservices.com.

Authorized Users. You may give another person authorization to use your Account. You are liable for all use of your Account, and you agree to pay all amounts incurred by the use of your Account, made by you or anyone to whom you have given authorization to use your Account.

Liability for Unauthorized Use. You may be liable for the unauthorized use of your Account. You agree to notify us in writing immediately upon learning of the possible unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us. You shall notify us of unauthorized use of your Account, in writing, at:

- Dell Financial Services
- Attn: Security Department
- PO Box 81565
- Austin, TX. 78708

Unauthorized use does not include use by a person to whom you have given authority to use the Account.

Credit Investigation and Reporting. You agree that we may investigate your credit in connection with the initial extension, review, or collection of your Account. You agree that we may examine employment and income records and verify your credit references and also may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account.

Delay in Taking Action. We will not lose any of our rights under this Agreement if we delay taking action for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement.

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

Applicable Law. The laws of the United States of America, including the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "FAA"), and the laws of the State of Utah apply to and govern this Agreement and your use of your Account.

Limitation on Product Claims. You agree that with respect to any purchase financed by the use of this Account: (1) you will select each product you purchase; (2) we are only financing the purchases at your request; (3) we do not directly or indirectly offer, sell, select, or provide any products you purchase; and (4) we are not a seller, supplier, merchant, or warrantor. Consequently, except as otherwise provided in the Notice below as required by 16 CFR 433.2, you agree that claims relating to your purchases, including any defect or warranty related to the purchases, are not our responsibility.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY **BINDING ARBITRATION**. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. **IF**

EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

Arbitration. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim") shall be decided, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the Claim is filed. The party initially requesting arbitration shall select either the American Arbitration Association ("AAA") or JAMS as the arbitration administrator. If the organization selected is unacceptable to you, you have the right to select the other organization listed within 30 days after you receive notice of an election to arbitrate. If a selected arbitration administrator does not agree to arbitrate a Claim, the remaining arbitration administrator shall be selected. Claims may be referred to an administrator other than the AAA or JAMS only upon the express written consent of all parties to the arbitration. We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.**

For the purposes of this arbitration provision, the terms "we" and "us" shall mean WebBank and Dell Financial Services, LLC, their parents, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors, assigns and any purchaser of the Account or any receivables arising from the use of the Account, and each of their respective employees, directors and representatives. In addition, for the purposes of this arbitration provision, "we" and "us" shall mean any third party providing any products or services to you or us in connection with the Account (including but not limited to any credit bureau, debt collector or merchant, and including their parents, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors and assigns, and each of their respective employees, directors and representatives) if such third party is a co-defendant with us in any Claims asserted by you or if any Claims asserted by you against such third party arise from or are related to the Account or any products or services provided to you or us in connection with the Account. For the purposes of this arbitration provision, the term "you" shall mean you and any person authorized by you to use the Account. The foregoing shall not limit any existing rights at law or equity of any other persons under this arbitration provision.

Any arbitration pursuant to this provision may be resolved without a hearing, if permitted by the rules of the arbitration administrator. If a hearing is held, it shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties.

If you initiate arbitration, you must pay the lesser of one-half of any required arbitration fees or \$125.00, unless the applicable rules and procedures of the arbitration administrator or this arbitration provision provides for a lesser amount, and we will pay the remaining amount of any fees, including any required deposit. You may seek a waiver of any required arbitration fees under the applicable rules of the arbitration administrator. If you seek, but do not qualify for such a waiver, upon written request we will advance 50% of any arbitration fees required to be paid by you and will consider an advance of the full amount of such fees. If we initiate or elect arbitration, we will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, we will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your billing address with jurisdiction over the Claim. Each party shall be initially responsible for payment of their own attorney fees, witness fees and similar expenses.

The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation and shall honor all claims of privilege and confidentiality recognized at law. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the conclusion of the arbitration, the arbitrator may allocate arbitration fees in accordance with applicable law, provided that such fees do not exceed the filing fees that would have been incurred if the Claim had been brought in a state or federal court with jurisdiction over the Claim. Where authorized by applicable law, the arbitrator's award may also include attorney fees, witness fees and similar expenses. At the request of any party, the arbitrator will provide a written explanation of the basis for the

award and the disposition of each Claim, including written findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The non-prevailing party may appeal under the rules of the applicable arbitration administrator to a three-arbitrator panel.

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts you owe under the Agreement. This arbitration provision does not apply to any Claim as to which the provisions of this arbitration agreement forbidding arbitration on a consolidated, class-action or representative basis are not permitted by applicable law. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, provided, however, that if any provision of this arbitration agreement forbidding arbitration on a consolidated, class-action or representative basis is deemed invalid or unenforceable with respect to a Claim, then this arbitration provision shall, upon the election of either party, be invalidated and unenforceable in its entirety with respect to that Claim. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, this arbitration provision shall govern.

YOU ACKNOWLEDGE THAT IF A CLAIM ARISES YOU MAY BE REQUIRED TO SETTLE THE CLAIM THROUGH ARBITRATION AND ARE GIVING UP YOUR RIGHTS TO LITIGATE THAT CLAIM IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

You may contact the arbitration administrators and obtain their arbitration rules or learn how to file a Claim with the AAA or JAMS as follows:

- JAMS
- 1920 Main Street, Suite 300
- Irvine, CA 92614
- (949) 224-1810
- www.jamsadr.com

- American Arbitration Association
- 1633 Broadway, 10th Floor
- New York, NY 10019
- (800) 778-7879
- www.adr.org

STATE SPECIFIC DISCLOSURES

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for a separate account in your own name.

NOTICE FOR 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.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under Sec. 766.59 Wis. Stats., or a court decree under Sec. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Dell Preferred Account, Attn: Billing Inquiry Department, P.O. Box 81585, Austin, TX 78708-1585. Write to us as soon as possible. We must receive your written inquiry no later than 60 days after we have sent you the first bill on which the error or problem has appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a billing statement showing the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we reported you to. When the dispute is finally settled, we will tell anyone we report you to that the dispute has been resolved.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.