DISCOVER

PO Box 30943
Salt Lake City, UT 84130-0943

Account number ending in 7191
October 7, 2017

Dear Melissa H Solesbee,

Please read the following information about changes to your Discover ® card Account and keep it with your records. These changes affect only the sections of your Cardmember Agreement indicated below. A copy of our Privacy Statement is also enclosed.

Thank you for choosing Discover.

Discover.com
Discover Card, issued by Discover Bank, Member FDIC

TL 100843

PO Box 30943
Salt Lake City, UT 84130-0943

Melissa H Solesbee
117 Windsong Ct
Gastonia, NC 28056-8897

IMPORTANT NOTICE OF CHANGES TO YOUR ACCOUNT TERMS

Effective **February 1, 2018** , we are changing the following provisions in your Agreement: Making Payments, Automatic Billing Arrangements, Our Communications with You, Arbitration and Your Billing Rights.

Making Payments: We are letting you know that we do not accept cash as a payment method, and that third party payments are subject to adjustment.

We are replacing the first bullet point in the Payment Instructions paragraph with the following:

- "You must pay in U.S. dollars. Please do not send cash. Sending cash is not allowed. All checks must be drawn on funds on deposit in the U.S."

We are adding the following bullet point to the Payment Instructions paragraph:

- "If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received, and may agree to a compromise of the demanded amount as part of a settlement."

Automatic Billing Arrangements: When you set up automatic billing or store your Account information with merchants, wallet providers or other third parties, you agree that we may automatically provide updated information to those parties. The Automated Billing Arrangements paragraph will now be called "Automatic Account Information Updates" and is replaced with the following:

"**Automatic Account Information Updates:** You may set up automatic billing or store your Account information with a merchant, wallet provider, or other third party. If your card information changes, which may include billing address, you authorize us to provide this updated information to any such merchant, wallet provider, or other third-party at our discretion. You must contact the merchant, wallet provider, or other third-party directly or remove your credit card information from the merchant site, wallet provider, or third-party if you wish to stop automatic billing or account updates."

Our Communications with You: We are changing the Communications section of the Cardmember Agreement to clarify that your consent applies to Discover Bank, its affiliates and agents. We are replacing the "Our Communications with You" section of your Cardmember Agreement with the following:

"**Our Communications with You** . You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account or to collect amounts you owe to us, you authorize us (and our affiliates, agents and contractors) to contact you at any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. You must notify us if your number changes. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using pre-recorded voice messages. Discover Bank, its affiliates and agents may call you, which includes text messages, about any current or future accounts or applications, regarding all products you have or may have with Discover Bank at any phone number you provide. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider."

©2017 Discover Bank, Member FDIC CM.TL26PR.LIN.0917

Arbitration: We are updating the Arbitration section of the Cardmember Agreement by clarifying certain provisions, adding a claim notice provision, addressing the awarding of injunctive relief, and providing for an increase in an arbitration awards if certain conditions are met. The "Arbitration" section of your Cardmember Agreement is replaced with the following:

"**Agreement to Arbitrate**. In the event of a dispute between you and us arising out of or relating to this Account or the relationships resulting from this Account or any other dispute between you or us ("Claim"), either you or we may choose to resolve the Claim by binding arbitration, as described below, instead of in court. Any Claim (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claims later asserted in that lawsuit.

This Arbitration Provision does not apply if, on the date you submit your Application or on the date we seek to invoke our arbitration provision, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL (1-844-337-4645) or if you are calling from outside the US at +1-801-451-3730.

CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then after all appeals from that decision have been exhausted, that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

Your Right to Go To Small Claims Court. We will not choose to arbitrate any individual claim you bring in small claims court or your state's equivalent court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

Governing Law and Rules. This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. For a copy of each organization's procedures, to file a claim or for other information, please contact:

- AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.or g (phone 1-877-495-4185) or
- JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, www.jamsadr.c om (phone 1-800-352-5267).

If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we
may request that a court with jurisdiction appoint a substitute.

Fees and Costs. If you wish to begin arbitration against us but you cannot afford to pay the organization's or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Discover, PO Box 30421, Salt Lake City, UT 84130-0421. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you).

Hearings and Decisions. Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed.

The arbitrator must:
- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege;
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than $100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award.

Claim Notice and Special Payment. If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, and account number and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Discover, P.O. Box 794, Deerfield, IL 60015 (or such other address as we shall subsequently provide to you). If, and only if, (1) you submit a Claim Notice in accordance with this agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of Discover's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or $7,500, whichever is greater. If you are entitled to the $7,500, you will receive in addition any arbitration fees or attorneys' fees and costs awarded by the arbitrator.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

Other Beneficiaries of this Provision. In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates and our and their officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint Accountholders and Authorized Users of your Account(s).

Survival of this Provision. This arbitration provision shall survive:
- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale by us of your Account.

DISCOVER

You Have the Right to Reject Arbitration for this Account . You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of the Card after your Account is opened. You must send the notice of rejection to: Discover, PO Box 30938, Salt Lake City, UT 84130-0938. Your rejection notice must include your name, address, phone number, Account number and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us."

Your Billing Rights: We are updating the "Your Billing Rights" section of the Cardmember Agreement by clarifying certain provisions and adding a website for you to use if you find a mistake on your statement. The "Your Billing Rights" section of your Cardmember Agreement is replaced with the following:

"**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: Discover, PO Box 30421, Salt Lake City, UT 84130-0421. You may also contact us on the Web: https://discover.com/billingerrornotic e

In your letter or on the Web, please 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.
- By 5:00 P.M. ET on the date 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 or electronically. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter or Web Submission

When we receive your written or electronic notice, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may continue to appear on your statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us (or visit https://discover.com/billingerrornotice) 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.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

Discover
PO Box 30945
Salt Lake City, UT 84130-0945
https://discover.com/billingerrornotic e

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."

DISCOVER

DISCOVER Card

Rev. 9/17

FACTS	WHAT DOES DISCOVER 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: - Social Security number and account transactions - account balances and payment history - transaction history and credit history
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 Discover Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Discover 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 - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
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	- Call 1-800-225-5202 - our menu will prompt you through your choices **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-800-347-2683

*If you have a co-brand/affinity account with us, we may share information about you with our co-brand/affinity partners in connection with maintaining and servicing your account, including for that partner to market to you. Federal law does not give you the right to limit this sharing.

©2017 Discover Bank, Member FDIC

Page 2

Who we are	
Who is providing this notice?	This privacy policy is being provided by Discover Bank and applies to the family of Discover cards for consumers and businesses and the products and services offered in connection with those cards.
What we do	
How does Discover 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.
How does Discover Bank collect my personal information?	We collect your personal information, for example, when you - open an account or use your credit card or debit card - give us your contact information or pay your bills - provide employment 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 - 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?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. - *our affiliates include companies with a Discover or DFS name and financial companies such as Diners Club International Ltd., PULSE Network LLC, The Student Loan Corporation and GTC Insurance Agency, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - *nonaffiliates we share with can include retailers*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - *our joint marketing partners can include institutions such as insurance companies*

DISCOVER

Page 3

Other important information

Vermont Residents - We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Find additional information about our privacy policies at www.discover.com/privacy-statement or by calling 1-800-347-3085.

California Residents - Except as permitted by law, we will not share information we collect about you with nonaffiliates or joint marketing partners while you are a resident of California.

Nevada residents - You may call 1-800-347-2683 to be placed on our Do Not Call List. For more information, mail Discover Card, P.O. Box 30943, Salt Lake City, UT 84130, or visit www.discover.com. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney