

RETAIL REVOLVING ACCOUNT AGREEMENT, SECURITY AGREEMENT AND  
DISCLOSURE STATEMENT.  
Effective March 17, 2026

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>23.40%</b>
<b>How To Avoid Paying Interest on Purchases</b>	We will not charge you interest for the first billing cycle after the first purchase (a short cycle ranging between 1 to 7 days). We will also not charge interest for any billing cycle if you pay the entire balance by the last day of the cycle (range of 28 to 31 days).
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau. <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Penalty Fees</b>	
• Late Payment	up to <b>\$15</b>
• Returned Payment	up to <b>\$15</b>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new purchases)”. See below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided below.

This is the agreement (the “Agreement”) which covers your Don Roberto Jewelers revolving credit card account. The words “Card” and “Account” refer to the card issued to you and the related account established for you by Don Roberto Jewelers. “You” and “your” refer to everyone who signed the application for your Card and Account and anyone you authorize to use either the Card or Account. “We,” “us” and “our” refer to Don Roberto Jewelers, Inc. If you have agreed to a previous version of this Agreement, this more recent version supersedes the earlier version as of the effective date shown above. The English version of this Agreement will be controlling for all purposes.

**1. Using Your Account; Credit Limit.** You may use your Account by presenting your Card or your Account number at any of our locations. We will establish a credit limit for your Account, which credit limit we may change from time to time in our discretion.

**2. Promise to Pay.** You agree to pay us for all credit extended on your Account, whether incurred by you or anyone you authorize to do so, even if the authorized person exceeds the authority you have given him or her.

**3. Interest.** Interest will be added to your Account balance on the last day of each monthly billing period if there is a balance owing on your Account on that day. We will figure the interest on your Account by applying monthly rate of 1.95%, which corresponds to an ANNUAL PERCENTAGE RATE of 23.40% to the average daily balance of your

account for the billing cycle (including new purchases and deducting payments and credits made during the billing period). To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance”. If interest is imposed for a billing period, it will be at least 50¢. We will not charge you interest for the first cycle after the first purchase (a short cycle ranging between 1 to 7 days). We will also not charge interest for any billing cycle if you pay the entire balance by the last day of cycle (a range of 28 to 31 days).

**4. Payments.** You may pay the outstanding balance on your Account in full each month or you can pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the Minimum Payment Amount on or before the payment due date. The “Minimum Payment Amount” will be an amount you and we agree upon at the time of your initial or any subsequent purchase. Once agreed, the Minimum Payment Amount will remain the same until your next purchase or your Account balance is repaid, whether or not you decide to make higher payments in between.

**5. Security Interest.** For the purpose of securing your payment of the purchase price and related interest and other charges identified by this Agreement, we reserve and retain, and you hereby grant to us, a security interest in the goods you purchase from us (the “Collateral”) pursuant to the California Commercial Code (“UCC”) Sections 2401, 9201 and 9203, respectively. This means that if you default in making your payments or fail to meet any other obligation under this Agreement, we may recover the Collateral. You hereby agree to surrender the Collateral to us upon our demand after any default of your payment obligations. Following recovery of the Collateral, we will dispose of it in accordance with State law under the provisions of Division 9 of the California UCC. You acknowledge that our security interest is properly perfected under Division 9 of the UCC. Because State law controls the validity of liens under Federal bankruptcy law, our ability to recover the Collateral is valid upon the filing of a bankruptcy case and cannot be avoided by a bankruptcy trustee under 11 U.S.C. Section 544.

**6. Other Charges.** Your account will also be charged:

- A Late Charge of up to \$15 if we do not receive your payment within 15 days of its due date.
- A Dishonored Check Charge of up to \$15 if your payment check or similar item is not paid by your financial institution upon presentation.
- A charge equal to the amount of the extra expenses we incur to collect the amount you owe us because (a) you have removed the Collateral from California without our permission; (b) you have moved your residence but failed to notify us of your new address; or (c) you have failed to communicate with us for a least 45 days following your default.

**7. Refunds/Donations.** Any refunds may be sent to you in the form of a check. If a check is not cashed or deposited within two years from the date of the check, you direct us, and we agree, to convert the check into a charitable donation to The Wounded Warrior Project or its successors or assignee to be made in the payee’s name for the amount of the check. We disclaim any responsibility with respect to the potential tax deductibility, if any, of any donations, including, without limitation, ensuring that you receive written acknowledgement of the donation from the donee.

**8. Changes in Terms.** You agree that we may modify or delete any of the terms of this Agreement, or add new terms to this Agreement, at any time; provided that we give you advance written notice of such changes, if then required by law. Unless we otherwise specify, any such changes will apply to your then existing Account balance and to any new purchases made thereafter.

**9. Credit and Financial Information.** You agree to give us updated information upon request or if there is a material adverse change to your financial condition, such as loss of income. You agree that from time to time we may (a) obtain from other sources credit and other information relating to your employment and/or financial condition, and (b) provide information concerning your Account to credit bureaus and others as permitted by applicable privacy law. We may report information about your Account to credit bureaus. Late payments, missed payments (including due to returned payments, including any initial or down payment that is returned), or other defaults on your Account may be reflected in your credit report. The personal information we collect about you is subject to the current Don Roberto Jewelers Privacy Policy located at [www.donrobertojewelers.com/privacy-policy](http://www.donrobertojewelers.com/privacy-policy).

**10. Default.** You will be in default if one or more of your payments has not been received by us on or before the payment due date, if a payment that was made is returned to us unpaid (including a check returned for insufficient funds or a credit card or debit card charge or debit that is charged back) or if you breach any other provision in this Agreement. If you are in default, we may (a) suspend your right to obtain more credit under this Agreement, (b) declare all of the outstanding balance in your Account to be immediately due and payable, (c) enforce our rights against the Collateral in accordance with this Agreement and the law, and/or (d) terminate the Account.

## **11. Contacting You.**

### **A. Providing Telephone Numbers and Other Contact Information.**

You verify that any contact information provided to us, including, but not limited to, your name, mailing address, email address, your residential or business telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber and/or owner of any telephone number that you provide. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information provided in connection with your registration is false or inaccurate, we may suspend or terminate your Account at any time. Should any of your contact information change, including ownership of your telephone number(s), you agree to immediately notify us before the change goes into effect by calling us at 877-240-4041, emailing us at support@donrobertojewelers.com, or by mail at 205 Avenida Fabricante, San Clemente, CA 92672.

### **B. Your Consent to Receive Automated Calls/Texts.**

You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive telephone communications, including but not limited to calls made using artificial voices, prerecorded voice messages, and/or autodialed calls and text messages (such as SMS, MMS, or successor protocols or technologies) from us related to promotions, your Account, your Card, any transaction, and/or your relationship with us. You acknowledge that automated calls or text messages may be made to your telephone number(s) even if your telephone number(s) is registered on any state or federal Do Not Call list. You agree that we may obtain, and you expressly agree to be contacted at, any email addresses, mailing addresses, or phone numbers provided by you or your representative at any time or obtained through other lawful means, such as skip tracing, caller ID capture, or other means. You agree to receive automated calls and text messages from us, even if you cancel your Account or terminate your relationship with us, except if you opt-out (see below). You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services. If you do not consent, you may call us at 877-240-4041 to inquire about our products and services. To opt-out, please see the Opt-Out Instructions below.

### **C. Opt-Out Instructions.**

Your consent to receive automated and/or marketing calls and texts is completely voluntary, and you may opt-out of such communications at any time. To opt-out of automated and/or marketing messages, reply STOP to any text message you receive or email support@donrobertojewelers.com and specify that you want to opt out of text messages. You may also message HELP for help. You acknowledge and agree to accept a final text message confirming your opt-out. To opt-out of automated voice calls (not text messages), you may email support@donrobertojewelers.com or call us at 877-240-4041 advising that you want to opt out of automated calls specifying the phone number(s) for which that opt-out should apply. It is your sole responsibility to notify us if you no longer want to receive automated calls or text messages. You waive any rights to bring claims for unauthorized or undesired calls or text messages by failing to opt-out immediately or by failing to follow these instructions. Please allow up to thirty (10) days to process any opt-out request. Please note that if you opt out of automated calls or text messages, we reserve the right to make non-automated calls to you about your Account. It is possible that third parties may have your contact information and you may continue to receive communications from these third parties after opting out. We are not responsible for unwanted communications from third parties. Please contact third parties directly to inform them of your communication preferences.

### **D. Fees and Charges.**

There is no fee to receive automated telephone calls or text messages from us. However, you may incur a charge for these calls or text messages from your telephone carrier or service provider, which are your sole responsibility. Message and data rates may apply. Check your telephone plan and contact your carrier for details. You represent and warrant that you are authorized to incur such charges and acknowledge that we are not responsible for such charges.

### **E. Unauthorized Use of Your Telephone Device.**

You must notify us immediately of any breach of security or unauthorized use of your telephone device. Although we will not be liable for losses caused by any unauthorized use of your telephone device, you may be liable for our losses due to such unauthorized use.

### **F. Your Indemnification to Us.**

You agree to indemnify us for any privacy, tort or other claims, including claims under the Federal Telephone Consumer Protection Act or its state law equivalent, including claims relating to your voluntary provision of a telephone number that is not owned by you and/or your failure to notify us of any changes in your contact information, including telephone number(s). You agree to indemnify and hold us harmless from and against any and all such claims, losses, liability, costs, and expenses (including reasonable attorneys' fees). We shall have the exclusive right to choose counsel, at your expense, to defend any such claims.

### **G. Release of Claims.**

In consideration of the services provided by us, you hereby release us from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to telephone calls or text messages, including without limitation any claims, causes of action, or lawsuits based on any alleged violations of the law (including, without limitation, the Telephone Consumer Protection Act, Truth in Caller ID Act, Telemarketing Sales Rule, Fair Debt Collection Practices Act, or any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).

### **H. Equipment.**

You are responsible for obtaining and maintaining all telephone devices and other equipment and software, and all internet service provider, mobile service, and other services needed to receive calls and text messages. Text messaging may only be available with select carriers with compatible handsets.

### **I. Survivability.**

Your obligations under this Section will survive termination of this Agreement.

## **12. Dispute Resolution And Binding Arbitration.**

### **A. Binding Arbitration.**

ANY DISPUTE ARISING BETWEEN YOU AND US (whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, any other intentional tort or negligence), common law, constitutional provision, respondent superior, agency or any other legal or equitable theory), whether arising before or after the effective date of this Agreement, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION except for claims seeking public injunctive relief and claims in small claims court as set forth below.

For U.S. residents, the FAA, not state law, shall govern the arbitrability of all disputes between us and you regarding this Agreement and the Account, including the “No Class Action Matters” Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. We and you agree, however, that the applicable state, federal or provincial law, as contemplated in Section F below, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and us regarding this Agreement, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction’s choice of law principles. Any Dispute will be resolved solely by binding arbitration in accordance with the then-current: (i) Consumer Arbitration Rules of the American Arbitration Association (“AAA”) then in effect since the matter involves a “consumer” agreement as defined by Consumer Arbitration Rule R-1; and if such Consumer Arbitration Rules do not apply then: (ii) the Commercial Arbitration Rules (collectively, “Rules”) of the AAA, except as modified herein, and the arbitration will be administered by the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Don Roberto Jewelers consent to in writing.

### **B. Arbitration Process.**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules. (The AAA provides applicable forms for Demands for Arbitration available at [https://www.adr.org/sites/default/files/Demand\\_for\\_Arbitration\\_0.pdf](https://www.adr.org/sites/default/files/Demand_for_Arbitration_0.pdf) (Commercial Arbitration Rules) and [https://www.adr.org/sites/default/files/Consumer\\_Demand\\_for\\_Arbitration\\_Form\\_1.pdf](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf) (Consumer Arbitration Rules), and a separate affidavit for waiver of fees for California residents only is available at [https://adr.org/sites/default/files/Waiver\\_of\\_Fees\\_CA\\_Only.pdf](https://adr.org/sites/default/files/Waiver_of_Fees_CA_Only.pdf).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the AAA’s list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the Rules. The arbitration may be conducted by telephone or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location. You and we will pay the administrative and arbitrator’s fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the Rules; but if the Rules (or other applicable arbitration rules or laws) require us to pay a greater portion or all of such fees and costs in order for this Section B to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration.

Except as set forth in Section D, the arbitration will be conducted by a single arbitrator who will apply and be bound by this Agreement and will determine any Dispute according to applicable law and facts based upon the record and no other basis and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. The arbitrator will render an award within the time frame specified in the Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis only, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the Rules, and this Agreement. The arbitrator's award of damages and/or other relief must be consistent with the amounts of damages or other relief for which a party may be held liable. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), we will have the right to recover our attorneys' fees and expenses. This arbitration provision shall survive termination of this Agreement. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

### **C. Limited Time to File Claims**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION (A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES - OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth above in Section (A); (b) filing for arbitration as set forth in Section (B); or (c) filing an action in state, federal or provincial court.

### **D. Injunctive Relief.**

The foregoing provisions of this Section D will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Account or any Claim.

### **E. No Class Action Matters.**

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, MASS, OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party unless with the consent of all parties including DRJ. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section A to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section F. Notwithstanding any other provision of this Section E, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions. Notwithstanding any other provision of this Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement.

## **F. Jurisdictional Issues.**

Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute arising hereunder may only be instituted in state or federal court in Orange, California. Accordingly, you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.

## **G. Small Claims Matters Are Excluded From Arbitration Requirement.**

Notwithstanding the foregoing, either of us may bring a qualifying claim of Disputes in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction.

## **13. Termination.**

You or we may terminate your Account by giving the other party written notice of the termination at any time. Our notice to you will be at least 30 days in advance of the termination unless you are then in default under this Agreement, in which case no advance notice is required. Upon termination of your Account, you agree to surrender your Card to us.

## **14. Governing Law.**

This Agreement will be governed by the laws of the State of California without regard to that state's choice of law provisions.

## **15. Liability for Loss of Card.**

Unauthorized Use. You agree to notify us promptly if you lose your Card. If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at the address listed on your bill or call us at the telephone number shown on your bill. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

**NOTICE: ANY HOLDER OF THIS CONSUMER RETAIL REVOLVING ACCOUNT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR**

**SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Your Billing Rights: Keep This Document For Future Use

**The personal information you collect about me is subject to the current Don Roberto Jewelers Privacy Policy located at [www.donrobertojewelers.com/privacy-policy](http://www.donrobertojewelers.com/privacy-policy).**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### *What To Do If You Find A Mistake In Your Statement*

If you think there is an error on your statement, write to us at:

Don Roberto Jewelers, Inc.  
205 Avenida Fabricante  
San Clemente, CA 92672

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.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

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

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

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

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

- **If we made a mistake:** You will not have to pay the amount in question, or any interest or other fees related to that amount.
- **If we do not believe there is 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 past due if you do not pay the amount, we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as past due, 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 us, you may have the right not to pay the remaining amount due on the purchase.

To use your 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).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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

Don Roberto Jewelers, Inc.  
205 Avenida Fabricante  
San Clemente, CA 92672

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 your account as past due.