



**NOTICE OF TERMS OF THE BANK'S  
 MASTERCARD®/VISA® BUSINESS  
 CREDIT CARD AGREEMENT  
 AND  
 CHECKING OVERDRAFT PROTECTION AGREEMENT**

In this Agreement, the words "you" and "your" mean the persons who have signed the application for a Mastercard® Business or VISA® Business account. The words "Bank" or "we" or "our" mean FirstMerit Bank, now part of The Huntington National Bank.

**MASTERCARD®/VISA® CREDIT CARD AGREEMENT:**

By retaining, signing, or using this card or the account, you agree to the following:

**Ownership of Cards** - This card is the property of Bank and can be revoked by Bank without notice and will be surrendered to Bank upon request. If we ask, you will destroy the card by cutting it in half and sending it to us in the mail or returning it to any of our offices.

**Credit Limit** - You will not exceed the established credit limit and will pay the entire outstanding balance of your account in accordance with the terms of this Agreement. We may increase or decrease your credit limit at our discretion with appropriate notice.

**Individual Liability** - You will be liable for all credit obtained under your account, whether obtained by you or by a user of the account. If there is more than one person that has agreed to the terms of this Agreement for your account, then each will be liable, jointly and severally, for all credit obtained under the account.

**Transfer of Account** - You cannot transfer your credit card account to any other person.

**Credit Reports** - You authorize Bank to make credit and employment inquiries as Bank deems necessary for the extension of credit or collection of outstanding balances owed on the account. Bank may furnish information concerning your account to consumer reporting agencies and/or others that may properly receive the information.

**Credit Bureau Reporting** - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Additional Information** - Furnish such additional information and statements, as Bank may request from time to time.

**Authorized Card Use** - If you authorize another person to use a card to obtain credit on your account and entrust a card to that person you will be liable for all charges on the account arising from use of the card as long as the authorized person is in possession of the card. Furthermore, you agree that no revocation of authorization by you will be effective or binding on Bank until you recover possession of the card and/or account for same to our satisfaction.

**Unauthorized Use** – You must notify Bank immediately of the loss, theft, or use of the card without your permission. Please notify us at: FirstMerit Bankcard Center, P.O. Box 1499, Akron, OH 44309-1499, ATTN: Security; or call: (330) 996-6025 (in Akron) or 1-888-554-4362.

**Termination** - Either you or Bank may terminate or suspend your credit privileges under this Agreement at any time. The provisions of this Agreement shall otherwise remain in full force until you pay all sums due Bank.

**Default** - You will be in default of this Agreement if you do not make at least the minimum payment on or before the payment due date; you exceed your credit line without Bank's permission; become subject to bankruptcy or insolvency proceedings; attachment or garnishment proceedings are instituted against you or your property; Bank reasonably deems itself insecure; you provide us with false information or signature; you become insolvent; you die; or you fail to comply with any provision of this Agreement. Default on any account or other obligation that you have with Bank will constitute a default hereunder. The Bank may at its option declare the entire balance due immediately without notice or demand.

**Collection Costs** - If this account is referred to an attorney for collection, you are liable for court costs and any other costs or fees permitted by law.

**Right to Set-off** - Bank may set-off, without notice, any deposits (including but not limited to checking, savings, certificate of deposits, etc.) held by Bank in satisfaction of any obligations incurred hereunder should you default on the terms and conditions of this Agreement.

**Amendment** - Upon notice to you as may be required by law, the terms and conditions set forth in this Agreement may be amended by Bank at any time, which amendment(s) shall govern any transaction occurring prior to the effective date of the amendment(s) as to which there is any unpaid balance owing to us on the effective date of the amendment(s) and the amendment(s) shall also govern any transaction occurring after the effective date.

**Assignment** - We have the right to assign and transfer our rights under this Agreement and any amounts you owe to Bank. Upon such transfer, this Agreement will still be in effect

**Illegal Transaction** - You may not use your card for any illegal transaction.

**Internet Gambling** - You may not use your card in connection with any internet gambling transaction.

## TERMS AND CONDITIONS

### (A) The conditions under which a FINANCE CHARGE will be imposed:

#### (1) Purchases\*

- (a) A **FINANCE CHARGE** will be imposed on purchases outstanding during a billing cycle (including new purchases) when there is a previous balance outstanding and it is not paid in full by the payment due date. If an outstanding balance is not paid in full, **FINANCE CHARGES** will accrue on new purchase transactions from the date of the transaction, or the first day of the billing cycle in which they were first posted, whichever is later. A **FINANCE CHARGE** will be imposed on purchases included in the new balance when the entire new balance is not paid in full by the payment due date. The number of days between your billing cycle closing date and your payment due date (the grace period) may vary from one billing cycle to another and will not be less than 25 days. Your **A.P.R.** is variable at **Wall Street Journal Prime plus 8.99% (currently 13.49%) which corresponds to a daily periodic rate of .0370%**.
- (b) Your account is subject to a **FINANCE CHARGE** in the form of a cash equivalent transaction fee of 5.0% (\$15.00 minimum, \$50.00 maximum) on the following cash equivalent transactions: wire transfer money orders; foreign currency, money orders, and travelers cheques at non-financial institutions; and betting, including lottery tickets, casino gaming chips, off-track betting, and wagers at race tracks. It will be applied to each such cash equivalent transaction and will increase the **A.P.R.** during the billing cycle in which it is imposed.
- (c) Your account is subject to a **FINANCE CHARGE** in the form of an international purchase transaction fee of 2% for any purchase transaction made in a country other than the United States. It will be applied to each such purchase transaction regardless of whether or not currency conversion is involved and will increase the **A.P.R.** during the billing cycle in which it is imposed.

#### (2) Cash Advances\*

- (a) A **FINANCE CHARGE** will be imposed on cash advances (balance transfer, convenience check, ATM, checking overdraft and teller transactions are considered cash advances) outstanding during a billing cycle. New cash advance transactions will accrue a **FINANCE CHARGE** from the date of the transaction, or the first day of the billing cycle in which they were first posted, whichever is later, to the date of payment. There is no time period within which to pay to avoid a **FINANCE CHARGE** on cash advances. Your **A.P.R.** is variable at **Wall Street Journal Prime plus 14.99% (currently 19.49%) which corresponds to a daily periodic rate of .0534%**.
  - (b) Your account is subject to a **FINANCE CHARGE** in the form of a cash advance fee of 5.0% (\$15.00 minimum, \$50.00 maximum). It will be applied to each transaction for cash advances (except for convenience checks) and will increase the **A.P.R.** during the billing cycle in which it is imposed.
  - (c) Your account is subject to a **FINANCE CHARGE** in the form of a balance transfer fee of 3% of the amount of each transfer. It will be applied to each transaction for balance transfers and will increase the **A.P.R.** during the billing cycle in which it is imposed.
- (3) If your account is subject to a **FINANCE CHARGE** other than a cash equivalent transaction fee, international purchase transaction fee, cash advance fee, or balance transfer fee, then the more, and the sooner you pay, the less your **FINANCE CHARGE** will be.
- (4) **Annual Percentage Rate for Delinquent Accounts**
- (a) If your account becomes two payments delinquent, an **A.P.R. of 24.74% which corresponds to a daily periodic rate of .0678%** will take effect on all balances on your account, including any promotional or balance transfer balances, and will take effect immediately with the billing cycle in which the second payment delinquency occurred. This rate will continue until the account has been paid current for twelve consecutive statement periods, after which, the rates effective for the account will be used.
- (5) All Annual Percentage Rates, fixed or variable, were determined at the time your account was opened and depended upon your credit history and FirstMerit's credit policies and are current as of March 22, 2018. The variable Annual Percentage Rates noted in this Agreement will change monthly if the Wall Street Journal's Prime Rate changes. When you have any Annual Percentage Rate that varies with changes to the Wall Street Journal's Prime Rate, we calculate the Annual Percentage Rate by adding a margin to the Wall Street Journal's Prime Rate in effect one (1) business day before the billing cycle closing date. Your Annual Percentage Rate is determined once with respect to each billing period and applies to the entire billing period. The Wall Street Journal's Prime Rate is based on the U.S. Prime Rate published in the Money Rates section of the Wall Street Journal.

### (B) The method of determining the balance upon which a FINANCE CHARGE will be imposed:

#### (1) Purchases

- (a) We figure a portion of the **FINANCE CHARGE** by applying a Daily Periodic Rate (1/365 of the A.P.R.) to the Purchases "Average Daily Balance" (including current transactions for purchases if there is an outstanding balance not paid in full) and then multiplying by the number of days in the billing cycle. For each day in the billing cycle, we take the purchases beginning balance of your account, add any new purchases or other debits/fees, and subtract any applicable payments or credits. This gives us the purchases daily balance for that day. We multiply this daily balance by the Daily Periodic Rate to get your Periodic Finance Charges for that day. We add these Periodic Finance Charges to your daily balance to get the beginning balance for the next day. We then add all the purchases daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Purchases "Average Daily Balance." If you pay your entire previous balance by the payment due date, the Purchases "Average Daily Balance" will be considered to be \$0. The minimum finance charge on purchases will be \$1.00. This will not apply if your account has a zero balance or a credit balance at time of billing.
- (b) We figure a portion of the **FINANCE CHARGE** by applying a cash equivalent transaction fee to each transaction indicated in paragraph (A)(1)(b) above and by applying an international purchase transaction fee to each transaction indicated in paragraph (A)(1)(c) above.

#### (2) Cash Advances

- (a) We figure a portion of the **FINANCE CHARGE** by applying a Daily Periodic Rate (1/365 of the A.P.R.) to the Cash Advances "Average Daily Balance" (including current transactions for Cash Advances) and then multiplying by the number of days in the billing cycle. For each day in the billing cycle, we take the cash advances beginning balance of your account, add any new cash advances or other debits/fees, and subtract any applicable payments or credits. This gives us the cash advances daily balance for that day. We multiply this daily balance by the Daily Periodic Rate to get your Periodic Finance Charges for that day. We add these Periodic Finance Charges to your daily balance to get the beginning balance for the next day. We then add all the cash advances daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Cash Advances "Average Daily Balance."
- (b) We figure a portion of the **FINANCE CHARGE** by applying a cash advance fee to each transaction (except for convenience checks) indicated in paragraph (A)(2)(b) above and by applying a balance transfer fee to each transaction indicated in paragraph (A)(2)(c) above.

**(C) The conditions under which any Other Charges may be imposed:**

- (1) **Late Payment Charge.** If you do not pay the minimum payment by the payment due date, a single Late Payment Charge, based on the account balance on the fee assessment date, may be imposed on your account in the following manner: \$29.00 for balances less than or equal to \$250.00 and \$39.00 for balances greater than \$250.00.
- (2) **Over-the-Credit-Limit Charge.** If your balance exceeds your credit limit on any day during the billing cycle, an Over-the-Credit-Limit Charge in the amount of \$39.00 may be imposed on your account.
- (3) **Copy Request.** We may charge your account \$6.00 for each copy of sales drafts or cash advance tickets you request. This charge will not be imposed if the transaction(s) involves a valid billing error. Copies of previous billing statements may be requested for \$6.00 each.
- (4) **Returned Payment Check Charge.** Should any check or money order in payment of your account be returned to us unpaid for any reason, a Returned Check Charge in the amount of \$39.00 may be imposed on your account. This charge is in addition to any charge you may incur on your checking account for a returned check.
- (5) **Returned Convenience Check Charge.** Should any convenience check drawn against your account be returned unpaid for any reason, a Returned Convenience Check Charge in the amount of \$30.00 may be imposed on your account. This charge is in addition to any charge you may incur from the payee for a returned check.
- (6) **Stop Payment Charge.** Should you request a stop payment be placed on any convenience check drawn against your account, a Stop Payment Charge in the amount of \$30.00 may be imposed on your account.
- (7) **Annual Membership Fee.** None.
- (8) **Foreign Transaction Fee.** 2% of the amount of each transaction in U.S. dollars. We may charge you this Fee each time you make a Purchase in a foreign currency or in a country outside the United States. If your Account is subject to a Foreign Transaction Fee, this Fee will post as a Purchase transaction for purposes of calculating your Interest Charges.

**(D) The minimum periodic payment required:**

- (1) **Minimum Payment.** If you elect not to pay your balance in full, a minimum payment must be made by you by the payment due date shown on your statement. The minimum payment will be the greater of: (i) 2.5% of the New Balance, rounding up to the next higher whole dollar amount; (ii) 1.0% of the New Balance plus all accrued and unpaid Interest Charges, all accrued and unpaid Fees, and all past due amounts, rounding up to the next higher whole dollar amount; or; (iii) \$15. If the new balance is less than \$15 then you must pay the entire New Balance.
- (2) In addition to the above, the minimum payment will also include the amount of all past due payments.

**(E) Payment application:**

- (1) Payments received (based on funds provided) will be credited to your account as follows: first to previously billed **FINANCE CHARGES**; then to other charges described in paragraph C above; then to previously billed purchases and cash advances at promotional rates; then to previously billed purchases, previously billed cash advances, current purchases and cash advances at promotional rates (whether or not billed on your periodic statement), current cash advances and current purchases (whether or not billed on your periodic statement), in any order determined by the Bank.

**(F) Overpayment:**

- (1) If we accept a payment for an amount in excess of your outstanding balance, your available credit line will not be increased by the amount of such overpayment nor shall we be required to authorize transactions for an amount in excess of your assigned credit line.

**AUTOMATED TELLER MACHINE (ATM) ACCESS**

Once you have selected your Personal Identification Number (PIN), you can obtain a cash advance (\$500 per day) at any of thousands of ATMs throughout the country displaying the Mastercard® or VISA® symbol. Do not write your PIN on your card.

**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 the address listed on your bill. Write to us as soon as possible. We must hear from you not later than 60 days after we sent you the first bill on which the error or problem 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.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**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 that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we didn't 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 statement of 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. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## **MASTERCARD® CHARGES MADE IN FOREIGN CURRENCIES**

If you effect a transaction with your Mastercard® Card in a currency other than US Dollars, Mastercard® International Incorporated will convert the charge into a U.S. dollar amount. Mastercard® International will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard® cards. Currently, the conversion rate used by Mastercard® International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard® International for the processing cycle in which the transaction is processed. The currency conversion rate used by Mastercard® International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

## **VISA® CHARGES MADE IN FOREIGN CURRENCIES**

If you effect a transaction with your VISA® card in a currency other than U.S. dollars, VISA® will convert the charge into a U.S. dollar amount. VISA® will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. Currently, the currency conversion rate used by VISA® to determine the transaction amount in U.S. dollars for such transactions is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer.

## **SEVERABILITY**

If any provision of this Agreement is held invalid all valid provisions that are severable from the invalid provision remain in effect.

## **GOVERNING LAW**

This Agreement is governed by Federal laws and laws of the State of Ohio.

## **CHECKING OVERDRAFT PROTECTION AGREEMENT:**

THE FOLLOWING TERMS ARE APPLICABLE ONLY IF YOU APPLY FOR CHECKING OVERDRAFT PROTECTION.

1. You agree that all pertinent provisions of your Mastercard®/VISA® Credit Card Agreement and of your Checking Contract are incorporated into this Agreement.
2. In the event of an overdraft on the checking account listed on your application, sufficient funds (a minimum of \$75.00, in multiples of \$25.00) will be drawn against your Mastercard®/VISA® account in the form of a cash advance and such advance will be deposited to that checking account. Overdrafts in any amount will activate a Checking Overdraft Protection Deposit.
3. Such advance may be assessed a cash advance transaction fee as described in your Mastercard®/VISA® Credit Card Agreement.
4. Payment will be made in accordance with your Mastercard®/VISA® Credit Card Agreement and according to the repayment schedule required by said Agreement.
5. You agree to pay all **FINANCE CHARGES** and minimum monthly payments in accordance with the terms and conditions of your Mastercard®/VISA® Credit Card Agreement.
6. No advance shall be made if your Mastercard®/VISA® account is delinquent due to non-remittance of the minimum monthly payments; except that Bank, at its sole option, may elect to make such an advance.
7. No advance shall be made if, as a result thereof, the aggregate outstanding balance owed by you to the Bank from use of your Mastercard®/VISA® account shall exceed your customer limit as established by Bank; except that Bank, at its sole option, may elect to make such an advance as would exceed the customer limit.
8. The Bank may cancel this Agreement by written notice to you, such cancellation to be effective five (5) days after such notice has been mailed first class to you at your address as shown on the Bank's Mastercard®/VISA® account records. You may cancel this Agreement by written notice to FirstMerit Bankcard Center, P.O. Box 1499, Akron, Ohio 44309, such cancellation to be effective five (5) days after such notice has been received by the Bank at the address shown on this Agreement.
9. This Agreement shall be canceled automatically when said checking account or Mastercard®/VISA® account is canceled or otherwise terminated, or if you convert your checking account to a type which does not have checking overdraft protection available.
10. If the Mastercard®/VISA® account is used by other persons in addition to you and/or if your checking account is a joint account, then each of such persons having the use of or an interest in said accounts hereby agrees and consents to all of the foregoing terms and conditions.



Now part of The Huntington National Bank

**BUSINESS AND CORPORATE CREDIT CARD REWARDS PROGRAM TERMS AND CONDITIONS**  
**FirstMerit Credit Card Rewards for Business and Corporate Card Program Rules**

FirstMerit Bank, now part of The Huntington National Bank, (referred to as “Issuer”, “We”, “Us” or “Our”) Business and Corporate Credit Card customers are eligible to enroll in the FirstMerit Bank, now part of The Huntington National Bank Rewards program (“the Program”) at no additional cost. Each Company, Cardholder, Guarantor and/or Authorized Contact, if any, (referred to as “Cardholder(s)”, “Card Program(s)”, “you” or “your”) with a FirstMerit Bank, now part of The Huntington National Bank Credit Card may earn rewards.

Reward Points earned by all Business and Corporate Card programs will accrue to the benefit of the Cardholder if company accounts are set up to make individual payments and will accrue to the Control account if company is set up with a Control Account. The Control Account may include one or more Business or Corporate credit cards (“Card(s)”) issued in connection with the Account. A Guarantor may, but need not, be a Cardholder. The Guarantor may identify to us an individual who shall be an Authorized Contact to perform certain functions on behalf of the Company as described in these Program Rules, including but not limited to the allocation of points accrued between the Company or Cardholder. If changes to the allocations of points are directed by either the Guarantor or the Authorized Contact, it will only affect Points that are earned after the date of the change.

Individual Pay Accounts are defined as accounts established for a cardholder level account that are billed to and payable by that specific Cardholder. Control Accounts and Diversion Accounts are accounts established for a Company for purposes of billing and payments for one or more sub-accounts. Sub-accounts are accounts established as a cardholder level account that are billed to and payable by a Company’s Control Account. A Company Control Account will earn Reward Points if a Company, Guarantor or Authorized Contact elects to have points accrue to benefit the Company. A Diversion Account is a Company Account for billing purposes and will not earn Rewards.

Rewards points are earned on FirstMerit Bank Credit Cards and redeemed through a First Data preferred vendor, Razr (“Redemption Center”) for merchandise, travel, gift cards and/or gift certificates.

Review and keep this document (“Program Rules”). The Program Rules are separate from the terms of your Credit Card Agreement (“Card Agreement”); however, any claim arising from participation in the Program is subject to the Card Agreement as provided in Section 4 below. If there is any change to the Program Rules, we will post revisions on the FirstMerit Bank, Web Site, (“Site”) and/or we will notify you in writing, as applicable. It is your responsibility to review the Program Rules to be aware of any changes. By our furnishing a copy of these Program Rules to the Company, any Guarantor, or any Cardholder, the Program Rules are deemed received by the Company and disclosed to all Guarantors, Cardholders, and the Authorized Contact of the Company.

**General Terms:**

1. To participate in the Program, the Company and the Guarantor(s) must have an Account that is open and has charging privileges and each Cardholder must be authorized by the Company to maintain and does maintain a Card that is open and has charging privileges (i.e., charging privileges have not been suspended or revoked).
2. Reward earnings are based on the new net retail purchase transaction volume (i.e., purchase less credits, returns and adjustments) charged to the Card during each periodic billing cycle (“Billing Cycle”) by the Cardholder(s) (“Net Purchase(s)”). FirstMerit Bank Business and Corporate cardholders earn 4 Points (1%) for each Net Purchase dollar. Rewards are calculated on each transaction including sales tax, rounded to the nearest dollar and are subject to verification. Balance transfers, cash advances, including purchases of cash equivalents of any kind, gambling, fees, interest charges, credit insurance, credit protection, or debt cancellation charges and unauthorized/fraudulent transactions do not earn Rewards. Special promotional periods for a specific timeframe may feature Bonus Rewards. Details for each promotion period and corresponding Bonus Rewards redemption requirements will accompany the offer.
3. Accrual of Rewards begins on your Enrollment Date. Enrollment Date means the business date we process your Program enrollment. A Guarantor or Authorized Contact may request to enroll the Account in the Program. Rewards expire three (3) years from the end of the Billing Cycle during which the Rewards were earned. Rewards accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded. Registration of your FirstMerit Bank Corporate or Business MasterCard® constitutes your acceptance of the Program’s rules.
4. The Billing Cycle statement (“Statement”) will show your Rewards earnings. Rewards are not eligible for use until they have appeared on a Statement. Rewards have no intrinsic cash value, are non-negotiable and cannot be redeemed for any benefit except those rewards designated by us. Rewards are not property of any Company, Guarantor, Cardholder or other person, and may not be brokered; bartered; attached; pledged; gifted; sold; or unless specifically authorized by us, transferred to anyone else under any circumstances, including, but not limited to: disability; death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding.

We shall have no liability for disagreements between Cardholders, Guarantors, Authorized Contacts or Companies regarding Rewards. Discrepancies about Reward earnings are not treated as credit card billing disputes: refer to your Business or Corporate Credit Card Agreement or the Your Billing Rights notice for details about billing disputes. Our decisions regarding Rewards discrepancies shall be final. Unless specifically

authorized by us, Rewards may not be combined with other discounts, special rates, promotions, rebates, or other reward programs offered by us. If you have any other rewards agreement with us, you may be ineligible for the Program. Further, other Company rewards or agreements entered into with us subsequent to program enrollment will cause Reward Program participation to be immediately suspended from additional earnings. Check with your local branch, or email us at [creditcardrw@firstmerit.com](mailto:creditcardrw@firstmerit.com), to determine eligibility. Unless specifically authorized by us, Rewards cannot be transferred between any credit card accounts issued by us or to accounts the Company, the Guarantor or the Cardholder hold with our affiliates. You must notify us promptly of any apparent Rewards discrepancy, but in no event later than 60 days from the date the transaction for which an adjustment is sought is posted to your account. Otherwise, Rewards earned will be deemed accurate and you will have waived any claim for adjustment. A Guarantor or Authorized Contact may transfer Rewards from any Card to the Company or to a Guarantor's Card. A fee may apply for any transfer.

5. To redeem Rewards, go to the Redemption Site at [www.SelectYourRewards.com/FirstMerit](http://www.SelectYourRewards.com/FirstMerit) or call the Redemption Center at (866) 633-5791. Redeemed Rewards are deducted from your Rewards balance as of the date you request a Reward. Points are available for redemption after the billing cycle in which they were earned. Merchandise, Gift Cards or Certificates, and Travel Certificates or Tickets are not exchangeable, refundable, transferable or redeemable for cash. Shipping and Handling costs may be included in the total points cost of the redemption item. Gift Cards and Gift Certificates are subject to terms and conditions contained with each card or certificate. Requests to redeem Rewards may be made by the Cardholder, Guarantor or the Authorized Contact(s), if any. Decisions made by us regarding Rewards redemption shall be final. FirstMerit Bank nor any of the independent third parties, including Loyalty Fulfillment Service providers or Redemption Center, shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf. Rewards are considered fully redeemed once issued. Rewards are not exchangeable, refundable, transferable or redeemable for cash. No refunds, credits or substitutions will be issued. We shall not be responsible for lost, stolen, unused or undelivered Merchandise, Travel, Gift Cards or Gift Certificates. Gift Cards and Gift Certificates are subject to terms and conditions contained with the card.

6. If a Company voluntarily closes its Business or Corporate Card Account or program relationship, any and all Rewards accrued to all program cards are immediately and irrevocably forfeited. If you close or we close or restrict the Card Account for any reason or you terminate participation in the Program, or you violate the Program Rules, or convert your Card Account to another account that is not eligible for the Program, you will no longer earn or redeem Rewards and all unused Rewards will be immediately and irrevocably forfeited. However, if your Card Account is closed because the Card was reported as lost or stolen (subject to verification), and a new Card Account is opened for you, we will transfer any existing Rewards from your old Card to the new Card as soon as reasonably possible. We reserve the right to disqualify anyone from participation in the Program, refuse to award points for certain transaction types or certain transactions, refuse to redeem Rewards or cause you to forfeit your Rewards and close your Card if, in our sole judgment, you or any other person(s) using the Card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse.

7. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Card Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) discontinue or replace any Reward with a similar one of lesser, equal or greater value; (e) modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the participating partners including loyalty fulfillment service and Redemption Center, Rewards, benefits or special offers if applicable; or (f) terminate a Cardholder's participation in the Card Program for any reason. Changes may affect outstanding transactions and Rewards, and include, but are not limited to, the earnings rate for Rewards, the amount of Rewards required to redeem Rewards, the amount of Rewards required for any Reward, the type of transactions qualifying for Rewards, the type or value of Rewards, the expiration date of Rewards and the maximum number of Rewards that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Rewards already earned. The Program is not scheduled to end on a predetermined date and, as of the date of these Rules, there is no maximum number of points that may be accumulated.

8. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Rewards accrued and redeemed or other Program activities. For information about our rights and your responsibilities regarding the online portion of the Program, see the Terms of Use at [SelectYourRewards.com/FirstMerit](http://SelectYourRewards.com/FirstMerit), the redemption site, or call the redemption center at (866) 633-5791.

9. Suppliers of goods and services are independent contractors and are neither agents nor employees of FirstMerit Bank Mastercard International Incorporated, or any of their affiliates; or any group, organization or entity endorsing a credit card program issued by FirstMerit Bank. The suppliers of goods and services provided pursuant to this Rewards Program are solely responsible for the quality, performance and warranty of such products and services. Any rules imposed by such suppliers of goods and services apply to you. We are not responsible for any goods or services supplied pursuant to this Rewards Program.

10. We retain the right to make appropriate adjustments to your reward earnings that you have properly accrued for any reason including, but not limited to, a technology or system failure. You agree that, if your point balance is negative for any reason, we have the right to make a corresponding reduction in the number of points posted to your Account as additional points are awarded.

11. We are not responsible for typographical errors and/or omissions in any Program document.

12. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of Ohio, without any reference to its choice of law provisions. We have no obligations to you with respect to the Program other than those set forth in these Rules.