



**NOTICE OF TERMS OF THE BANK'S  
 MASTERCARD®/VISA® CORPORATE  
 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® Corporate or VISA® Corporate 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 10.74%(currently 14.24%) which corresponds to a daily periodic rate of .03901%**.
- (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.

#### (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 10.74% (currently 14.24%) which corresponds to a daily periodic rate of .03901%**.
- (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, 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 23.99% which corresponds to a daily periodic rate of .06572%** 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 18, 2022. 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.

#### (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.** \$0 for every year that at least one purchase is charged to the account, otherwise \$50.
- (8) **Foreign Transaction Fee.** None

**(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.