

## Premier Platinum Mastercard® – Variable Rate

### Interest Rates and Interest Charges

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|---|--|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>6.50%</b><br>This APR will vary with the market based on the Prime Rate.  |
| <b>APR for Balance Transfers</b>  | <b>0.00%</b> introductory APR for six months, for qualifying balance transfers of \$250 or more completed within 1 month from the account opening.<br>After that, your APR will be <b>10.75%</b> . This APR will vary with the market based on the Prime Rate. |
| <b>APR for Cash Advances</b>  | <b>10.75%</b><br>This APR will vary with the market based on the Prime Rate.   |
| <b>How to Avoid Paying Interest on Purchases</b>                          | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.   |
| <b>Minimum Interest Charge</b>  | If you are charged interest on purchases, the charge will be no less than \$1.00.  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | <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 at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>      |

### Fees

|   |  |
|---|--|
| <b>Transaction Fees</b>   |  |
| <ul style="list-style-type: none"> <li>● <b>Balance Transfer</b> 3% of the amount of each transfer</li> <li>● <b>Cash Advance</b> Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater (maximum fee: <b>\$50</b>)</li> <li>● <b>Cash Equivalent Purchases</b> Either <b>\$15</b> or <b>5%</b> of the amount of each purchase of a cash equivalent, whichever is greater (maximum fee: <b>\$50</b>)</li> <li>● <b>Foreign Transaction</b> 3% of each transaction in U.S. dollars.</li> </ul> |  |
| <b>Penalty Fees</b>   |  |
| <ul style="list-style-type: none"> <li>● <b>Late Payment</b> Up to <b>\$25</b></li> <li>● <b>Returned Payment</b> Up to <b>\$25</b></li> </ul>  |  |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

The information about the costs of the card described in this application is accurate as of December 15, 2017. This information may have changed after that date. To find out what may have changed, call us at 800-416-3748.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement.



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## PERSONAL CREDIT CARD REWARDS PROGRAM TERMS AND CONDITIONS FirstMerit Credit Card Rewards Program Rules

FirstMerit (referred to as "Issuer", "We", "Us" or "Our") Platinum Rewards and Wealth Platinum Mastercard® customers are eligible to enroll in the FirstMerit rewards program ("the Program") at no additional cost. Each Cardholder, joint Cardholder and authorized user(s), if any, (referred to as "Cardholder(s)", "Participant(s)", "you" or "your") with a FirstMerit Platinum Rewards or Wealth Platinum Mastercard credit card account ("Card") may 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; however, any Claim arising from participation in the Program is subject to the Credit Card Agreement as provided in Section 4 below. If there is any change to the Program Rules, we will post revisions on the FirstMerit 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 any Cardholder, the Program Rules are deemed received.

### General Terms:

1. To participate in the Program, you must (a) maintain a Card that is open and has charging privileges (i.e., your charging privileges have not been suspended or revoked); and (b) be an individual (no corporations, partnerships or other entities).
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 Participant(s) ("Net Purchase(s)"). FirstMerit Wealth Platinum Mastercard cardholders earn 4 Points (1%) for each Net Purchase dollar. FirstMerit Platinum Rewards Mastercard cardholders earn: 4 Points (1%) for each Net Purchase dollar on annual spend up to \$5,000.00, 5 Points (1.25%) for each Net Purchase dollar on annual spend over \$5,000.00. Annual spend amount begins and resets during each account's monthly billing cycle the month the account was opened and enrolled in the Program. 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, purchases made by or for a business or for a business purpose, 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. 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 Platinum Rewards, or Wealth Platinum 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 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 regarding Rewards. Discrepancies about Reward earnings are not treated as credit card billing disputes: refer to your 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. 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 you 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.

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(s) and the authorized user(s), if any. Decisions made by us regarding Rewards redemption shall be final. FirstMerit Bank, N.A., 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 Cardholder voluntarily closes the Card or we close the Card, all unused Rewards are 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, Mastercard International Incorporated, or any of their affiliates; or any group, organization or entity endorsing a credit card program issued by FirstMerit. 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.



Now part of The Huntington National Bank

**FirstMerit Bank, now part of The Huntington National Bank, Consumer Credit Card Agreement**

This Consumer Credit Card Agreement describes terms and conditions of your consumer credit card account with FirstMerit Bank (the "Account"). The words "we," "us," "our," and "FirstMerit" mean FirstMerit Bank, and its agents, authorized representatives, successors, and assignees. The words "you" and "your" mean each person (as an individual) and all persons (as a group) who apply for the Account, who are responsible for repaying the Account, or on whose behalf we issue a Card. An "Authorized User" means a person you authorize or allow to use, access, or service a Card or the Account, but who is not directly responsible for repaying the Account. The term "Card" means any credit card we issue for access to your Account, including renewal and substitute cards. The term "Card" also means any other access device that allows you or an Authorized User to obtain Account credit from us, including your Account number. Your "Interest Charges" are the charges we add to your Account based on the Annual Percentage Rates and corresponding Daily Periodic Rates we apply to your Account balances. Your "Fees" are the charges we add to your Account that are not based on the Annual Percentage Rates. Other capitalized terms that are not defined here are generally defined the first time we use those terms.

**Overview of Account Agreement**

Our Account agreement with you (the "Agreement") is contained in and governed by:

- (1) this document, called the Consumer Credit Card Agreement;
- (2) all Account disclosures and terms provided to you before or when the Account is opened, including the terms you accepted when applying for the Account, disclosures made with our Credit Card Account Opening Disclosures (the "Account Opening Disclosures"), and any terms we provided in written materials accompanying your Card;
- (3) all other documents, disclosures and terms that relate specifically to your Account and its related features and services, including:
  - all rewards disclosures, if your Account has rewards;
  - the Card benefits brochure that describes benefits provided by any payment card network displayed on your Card (each, a "Payment Card Network");
  - the deposit pledge, assignment or security provisions in any application or instrument you submit to us in connection with a secured Account;
  - the applicable provisions of any deposit account agreement between you and us, if you request and we agree to make Account advances from time to time in payment of overdrafts associated with your deposit account ("Overdraft Protection");
  - the terms shown on periodic billing statements for your Account (each, a "Statement"); and
- (4) any future changes we make to any of the above items, as permitted or required by applicable law.

You agree that this Agreement becomes effective the first time you or an Authorized User use any Card or the Account. When the Agreement states that we "may" take an action, it means we are authorized to take that action in our sole discretion, subject only to any limitations or requirements established by law and the express terms of the Agreement. Please read these materials carefully and keep them for future reference. We may make new offers to you in the future or forward offers from others that may interest you. If these offers have new or different terms, those terms will be provided with the offer. If you accept the offer, the previously disclosed terms in the Agreement will still apply, except as modified by the offer.

**Account Information We Need**

We need complete, current and valid information about you and any Authorized Users to manage and maintain your Account (including names, addresses; telephone numbers; dates of birth; employment and income information, Social Security numbers, or other government identification numbers). You must tell us when this information changes, in the manner described on your most recent Statement, through the website we maintain for your Account, or by calling us at the telephone number shown on your most recent Statement or the back of your Card. We may require that you provide additional documents that are acceptable to us so that we can verify this information and any changes. We may restrict or close your Account, if we are unable to verify your information or you do not provide the additional information we request.

**Balance Categories of Your Account**

"Balance Categories" are the different Account segments we may establish with unique pricing, grace periods or other terms. The Balance Categories of your Account may include Purchases, Cash Advances, Balance Transfers, and Promotional Offers. We reserve the right to decide which Balance Category applies for each Account transaction and our decision will be final.

A "Purchase" means the property, rights, goods and services you purchase, rent, or otherwise obtain directly from merchants and vendors by using your Card or the Account, including your purchase of something we consider to be a cash equivalent. For example, we consider wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers to be "cash equivalents."

A "Cash Advance" means a loan you obtain from us by using the Card, convenience checks, or other forms or devices used for Account access, including transactions initiated through a bank teller or an Automated Teller Machine (ATM), or transactions initiated for Overdraft Protection purposes in connection with a deposit account we maintain for you.

A "Balance Transfer" means a balance we allow you to transfer to the Account from an account that you owe to another financial institution or creditor, by using any written, electronic, or telephonic device or method we approve for this purpose. The unpaid Balance Transfer balances will be combined with Cash Advance balances shown on your Statement if both of these balances are subject to the same Interest Charges.

A "Promotional Offer" means transactions and balances that post to your Account and are subject to unique pricing, grace periods, or other terms we disclose from time to time for promotional and other reasons. After the end of any temporary rate period, the unpaid balance of a Promotional Offer for a Balance Transfer will be combined with Cash Advance balances shown on your Statement.

**Your Promises To Us**

You promise to do everything the Agreement requires of you, as long as your Account has an unpaid balance, remains open to future transactions, or both. Each of you and all of you promise, individually and together, to pay us all amounts due on your Account, now and in the future. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your actual Card (such as for mail, telephone or Internet purchases), these transactions will be treated as if you used the Card in person. The amounts due on your Account include all transactions in each Balance Category made by any of you and by any Authorized User, plus all Fees and all Interest Charges, as described in this Agreement. Your "Interest Charges" are the charges we add to your Account based on the Annual Percentage Rates and corresponding Daily Periodic Rates we apply to your Account balances. Your "Fees" are the charges we add to your Account that are not based on the Annual Percentage Rates.

**Using Your Account and Card**

You and your Authorized Users may use your Card and the Account for making Purchases and for obtaining Cash Advances, Balance Transfers, and Promotional Offers, as permitted by this Agreement and applicable law. You agree to sign the Card immediately after you receive it. The Card is valid through the expiration date shown on the front. The Card is our property and you agree to return it to us or destroy it, if we ask. You agree to take reasonable steps to prevent the unauthorized use of your Card and Account. If you allow someone else to use your Card, you are responsible for all transactions made by that person and all associated Fees and Interest Charges, except to the extent prohibited by law.

We are not responsible to you if someone refuses to accept your Card for any reason. We may reject any transaction for any reason. We may limit the combined dollar amount or the total number of certain Account transactions, such as Cash Advances, that are allowed during a single day or other time periods. We may restrict or delay the availability of Account credit, to protect you and us against potential fraud, unauthorized transactions, Account misconduct or misuse, or for other risk management reasons. We will not be liable to you if this happens.

From time to time, Account services may be unavailable to you and your Authorized Users, due to circumstances beyond our control, such as system failures, fires, floods, natural disasters or other unpredictable events. When this happens, you may be unable to use your Card or obtain Account information. We will not be responsible or liable to you if this happens.

You agree not to use, try to use, or permit use of the Card or Account for any Internet gambling transactions or any other transactions that are illegal or not permitted by us. If you do so, you must still pay us for these transactions and they remain subject to all other terms of our Agreement. You must reimburse the Payment Card Network and us for all damages and expenses associated with these transactions.

**Authorized Users**

We may limit an Authorized User's ability to initiate certain Account transactions. If we do, we will tell you about these limitations before we add any new Authorized User on your Account. Once we add an Authorized User to your Account, you agree we may discuss your Account with them and provide them with Account information. You are responsible for the Authorized User's use of the Card and your Account, as well as anyone else that you or they allow to use your Card or Account. This will be true, even if you did not want or agree to the use.

If you want to remove an Authorized User from the Account, you must contact us as provided on your most recent Statement and request their removal. We will have a reasonable amount of time after your request to research your Account information and remove an Authorized User. You must immediately destroy all Cards in the Authorized User's possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you are still responsible for all amounts they charge to the Account. You will be responsible, even if these amounts do not appear on the Account until later. An Authorized User may remove themselves from the Account at any time, upon request. We may close your existing Account, or issue a new Card with a new Account number, after you remove an Authorized User.

## **Statements and Billing Cycles**

The documents or information your Statement provides after each Billing Cycle will disclose important information about your Account, including your Account transactions, payments, Fees, Interest Charges, unpaid Account balances, and payment requirements. The intervals of time between your regular Statements (each, a "Billing Cycle") are generally equal (approximately 30 days), but may vary slightly in length. Your first Billing Cycle may be more or less than 30 days. You must pay any Minimum Interest Charge and any Fees due after your first Billing Cycle, even if it is for a period less than 30 days. Your Statements disclose the specific length of each Billing Cycle. Your Account will continue to have Billing Cycles, even if a Statement is not required after any Billing Cycle. We will send a single Statement to one of you for all Cards on your Account, except when we are not required or permitted by law to send a Statement. We will send a Statement at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$1.00, if we have charged any Interest Charges to your Account, or as otherwise required by law.

## **Disputed Transactions**

You must promptly inspect each Statement you receive and tell us about any errors or questions you have, as described in the "Billing Rights" section of your Statement and this Agreement. If you do not notify us as provided in these disclosures, we may assume that all information in the Statement is correct. If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you agree to:

- (1) Give us all of your rights against that other person;
- (2) Give us any merchandise or other purchases you received in connection with the disputed amount, if we ask;
- (3) Not pursue any claim or reimbursement from the merchant and other person; and
- (4) Help us pursue and obtain reimbursement from the merchant and that other person, by promptly returning documents with any signatures we may request and otherwise providing us with reasonable cooperation.

## **Lost or Stolen Cards: Unauthorized Use**

You must take reasonable steps to prevent the unauthorized use of your Card and Account. If you notice the loss or theft of your Card, or a possible unauthorized use of your Card, you should write to us immediately at the address provided on your Statement or call us at the telephone number provided on your Statement. 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 (or any lesser amount required by law or as provided under the express terms of a benefit provided by a Payment Card Network). If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue and obtain reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

## **Credit Limits**

We will disclose information about your Account credit limits when we open it. Your Statements will also disclose information about your Account credit limits. We may assign different credit limits for the different Balance Categories of your Account. For example, your credit limit for Cash Advances, Balance Transfers, or Promotional Offers may be lower than your credit limit for Purchases or the overall credit limit of your Account. We may raise, lower, restrict, or cancel your credit limit on any Balance Category or the Account at any time and for any reason, subject to any notices that are required by law. This will not affect your obligation to pay us. You are responsible for keeping track of your Account balances and available credit. You agree not to allow your Account to go over any credit limit. We may honor transactions above your credit limits, but, if we do, this will not increase your credit limit and you must pay us the full amount of these transactions.

## **Balance Transfers**

We may allow you to transfer balances to the Account that you owe to other creditors or financial institutions, subject to any minimum Balance Transfer amount we disclose and up to the amount of the credit limit we make available for Balance Transfers. You may not ask us to process a Balance Transfer for any amount you already owe to us or any of our related companies, unless we give you our express permission to do so.

All Balance Transfers are subject to our approval. We will not process a Balance Transfer request we consider incomplete or illegible. You may use only the devices and methods we have approved for Balance Transfers. If we do not approve the full amount of any Balance Transfer you request, we may process part of the amount you request as a Balance Transfer or decline the entire request. We are not liable to you if we do not process part or all of any Balance Transfer you request. We may make Balance Transfers in any order we choose.

You agree not to request a Balance Transfer for any amount that is or may be the subject of a dispute between you and any other creditor or financial institution. If you do, you understand this may prevent you from exercising your dispute rights against other creditors and financial institutions. We are not liable to you for disputes you may have with other creditors and financial institutions. If you request a Balance Transfer, you agree to monitor your other accounts and continue making the minimum payments due on these accounts until your other creditor or financial institution provides an account statement that shows the balance of your other account has been paid in full. This may not happen until after the Balance Transfer appears on a Statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you must instruct your other creditor or financial institution to do so.

## **Interest Charges**

We will charge Interest Charges to your Account as shown in the Agreement, including your Account Opening Disclosures and Statements.

We figure the Interest Charges on your Account by applying a Daily Periodic Rate to an "Average Daily Balance" of each Balance Category in your Account. To get the "Average Daily Balance," we take the beginning balance of your Account each day (including any previously billed and unpaid Account transactions in each Balance Category, Interest Charges and Fees); add any new Account transactions in each Balance Category, any new debit adjustments, and any accrued and unbilled Interest Charges and Fees (except Annual Fees); and then subtract any payments or credits. This gives us the "Daily Balance" in each Balance Category and results in the daily compounding of Interest Charges. Then, we add up all the Daily Balances in each Balance Category for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" of each Balance Category.

Interest Charges begin to accrue from the later of the date of the transaction or the first day of the Billing Cycle, except as prohibited by law or as otherwise described in the Agreement. Interest Charges accrue on each unpaid amount until it is paid in full. Interest Charges are added to the proper Balance Category of your Account.

There is no grace period during which you can avoid Interest Charges on Cash Advances or Balance Transfers. We will not assess Interest Charges during a Billing Cycle for any new Purchases made during that Billing Cycle, if you pay the previous month's New Balance in full by its payment due date or if your previous month's New Balance was zero or a credit amount. Each month that you pay your "New Balance" in full by the payment due date, you will have a minimum grace period of 25 days with no Interest Charges on all new Purchases made during a Billing Cycle. If you have been paying your Account in full with no Interest Charges applied to Purchases, but then you do not pay your next "New Balance" in full, we will charge interest on the portion of your balance that you did not pay. A Promotional Offer transaction is not subject to a grace period, unless the terms we provided with the Promotional Offer expressly state that these transactions are subject to a grace period.

To determine the "Daily Periodic Rate" that applies to each Balance Category, we divide the corresponding Annual Percentage Rates by 365. The resulting Daily Periodic Rate is carried five places past the decimal point and the last digit is not rounded. We calculate your total Interest Charges by multiplying the Average Daily Balance of each Balance Category by its Daily Periodic Rate and then multiplying the result by the number of days in the Billing Cycle.

Your Account Opening Disclosures disclose the Daily Periodic Rates and the corresponding Annual Percentage Rates that apply to each Balance Category. Your Account Opening Disclosures disclose the Minimum Interest Charges that will be due if any Balance Category of your Account is subject to Interest Charges after a Billing Cycle. Your Account Opening Disclosures also disclose which Annual Percentage Rates and Daily Periodic Rates may vary from Billing Cycle to Billing Cycle, based on changes to a published index rate. These Account Opening Disclosures identify the index rate we use and the different margins we add to the index rate to determine the variable Annual Percentage Rates. If the Daily Periodic Rates and corresponding Annual Percentage Rates increase with changes to the index rate, then your Interest Charges will increase and your Minimum Payment Due and/or number of payments may also increase.

## **Fees**

You must pay the following Fees we charge to your Account, in the amounts shown on your Account Opening Disclosures, shown in this Agreement, or disclosed to you at the time you ask us to provide particular services to you or on your behalf.

**Annual Fee:** We may charge you this Fee for making the Account available and issuing Cards to you and your Authorized Users.

**Cash Advance Fee:** We may charge you this Fee each time you obtain a Cash Advance. If your Account is subject to a Cash Advance Fee, we will post and treat this Fee as a Cash Advance transaction for purposes of calculating your Interest Charges.

**Cash Equivalent Purchase Fee:** We may charge you this Fee each time you complete the Purchase of a cash equivalent (such as wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers). If your Account is subject to a Cash Equivalent Purchase Fee, we will post and treat this Fee as a Purchase transaction for purposes of calculating your Interest Charges.

**Balance Transfer Fee:** We may charge you this Fee each time you obtain a Balance Transfer. If your Account is subject to a Balance Transfer Fee, we will post and treat this Fee as a Cash Advance transaction for purposes of calculating your Interest Charges.

**Late Payment Fee:** We may charge you this Fee if we do not receive your payment in time to credit it by the due date shown on your Statement. If your Account is subject to a Late Payment Fee, we will post and treat this Fee as a Purchase transaction for purposes of calculating your Interest Charges.

**Returned Payment Fee:** We may charge you this Fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it. If your Account is subject to a Returned Payment Fee, we will post and treat this Fee as a Purchase transaction for purposes of calculating your Interest Charges.

**Returned Convenience Check Fee:** We may charge you a Fee of \$30.00 each time any convenience check you use or attempt to use for Account access is returned unpaid for any reason. This Returned Convenience Check Fee is in addition to any separate charge the payee may assess if the convenience check is returned unpaid. If your Account is subject to a Returned Convenience Check Fee, we will post and treat this Fee as a Purchase transaction for purposes of calculating your Interest Charges.

**Stop Payment Fee:** We may charge you a Fee of \$30.00 each time you request that a stop payment be placed against any convenience check you used or attempted to use for Account access. If your Account is subject to a Stop Payment Fee, we will post and treat this Fee as a Purchase transaction for purposes of calculating your Interest Charges.

**Copying Fee:** We may charge you a Fee of \$6.00 for each copy of a transaction document or a Statement you request, unless they are required to resolve a billing dispute. If your Account is subject to a Copying Fee, we will post and treat this Fee as a Purchase transaction for purposes of calculating your Interest Charges.

**Foreign Transaction Fee:** 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.

#### **Transactions Made in Foreign Currencies**

If a transaction is in a foreign currency, the applicable Payment Card Network (such as Visa International or Mastercard International) will convert the transaction into U.S. dollars by using its own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the exchange rate will come from the range of rates available in the wholesale currency markets for the transaction processing date (which may be different from the rate the Payment Card Network receives) or it will be a government-mandated exchange rate. The exchange rate used on the transaction processing date may differ from the exchange rate on the date of the transaction.

#### **Minimum Payments**

Unless an event of default occurs as described in the "Account Default" section below and we require you to make immediate payment of your entire Account balance, the "Minimum Payment Due" you must pay after each Billing Cycle will be the greater of: (1) 2.5% of the New Balance, rounding up to the next higher whole dollar amount; (2) 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 (3) \$15.00. If your New Balance is less than \$15.00, then you must pay the entire New Balance. Your Statements will provide instructions for making payments, including the Minimum Payment Due and the due date for receiving your payment. To avoid a Late Payment Fee, you must pay us at least this Minimum Payment Due by the due date shown on the Statement.

In addition to the Minimum Payment Due, you may pay all or part of the total balance of your Account at any time. You must still pay at least the Minimum Payment Due after each Billing Cycle, even if you paid more than the Minimum Payment Due in connection with the previous Billing Cycle. We will continue to charge Interest Charges during Billing Cycles when you carry a balance, regardless of whether your Statement includes a Minimum Payment Due.

#### **Making Payments**

Your payments to us must be in U.S. dollars from a U.S. deposit account and must otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make Account payments with funds borrowed from your Account or any other credit account with us or any affiliate within our family of companies. You agree to follow the payment requirements we disclose on Statements from time to time. You must mail payments to us at the address provided on your Statement or as otherwise instructed by us or our agents. We will credit it to your Account on the day we receive it, if:

- (1) you send the payment coupon included with your Statement in the same envelope with your payment;
- (2) you include your Account number on your payment; and
- (3) your payment arrives in our processing center at the address indicated on the payment coupon no later than the due date indicated on your Statement.

If your due date occurs on a day on which we do not receive payments, any payment received the next day that conforms to the above requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to remit payment in a different manner, payments received at any other location or in any other form may not be credited for up to five (5) days. This may cause you to be charged Late Payment Fees and additional Interest Charges.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide Account information to them and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made, even if that payment is rejected or not paid.

#### **How We Apply Your Payments**

We apply your payment of a Minimum Payment Due to the Balance Categories with lower Annual Percentage Rates before the Balance Categories with higher Annual Percentage Rates. We apply any portion of a payment that exceeds your Minimum Payment Due to the Balance Categories with higher Annual Percentage Rates before the Balance Categories with lower Annual Percentage Rates, except as otherwise required by law.

#### **Payment Processing**

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of Account credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

An "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

#### **Items with Restrictive Words, Conditions or Instructions**

**All Items that have restrictive words, conditions, limitations or special instructions added (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications, must be mailed to and received at: FirstMerit Bank, Attn: Bankcard Portfolio Manager – TOW829, 106 South Main Street, Akron, Ohio 44308.** If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

#### **Credit Balances**

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. If we allow a credit balance after receiving a payment that exceeds the New Balance, this will not increase the credit limit of your Account and we will have no duty to authorize Account transactions that would exceed your Account's credit limit. We may, at our option, reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) business days from our receipt of your written request. A business day means any day in which our offices are open for the processing of Account payments and credits.

#### **Account Default**

We may consider you in default of your Agreement with us if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;
- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or
- (8) you permanently reside outside the United States.



Paying the Interest Charges and Fees charged in connection with a default will not, by itself, cure the default. If you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- (A) close or suspend your Account;
- (B) lower your credit limits;
- (C) increase your Minimum Payment Due;
- (D) demand that you immediately pay the entire balance owing on your Account (for example, as described in the Minimum Payment section);
- (E) continue to charge you Interest Charges and Fees as long as your balances remain outstanding;
- (F) exercise rights and remedies set forth in the Security Agreement section; and/or
- (G) pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You agree to pay us all of our collection expenses to the extent permitted by applicable law.

#### **Credit Reports**

We may provide information about you and the Account to consumer credit reporting agencies. We may also provide information about you and the Account to others as described in our Privacy Notices. Information we provide might appear on credit reports about you and Authorized Users. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer credit reporting agencies and others, as the law allows.

**If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: FirstMerit Bank, Attn: Credit Bureau Disputes – MTG25, 295 FirstMerit Circle, Akron, Ohio 44307.** In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, send us the supporting documents and information, too.

#### **Closing or Suspending Your Account**

You may ask us to close your Account by calling or writing us as described on your Statement. If you do, we may provide you with additional details about this process and request certain information from you, including payment information. If you use your Card or charges post to your Account after you ask us to close it, we may keep your Account open or reopen it.

We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all recurring charges or similar billing arrangements connected with the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if these amounts are charged after your Account is closed or suspended.

#### **Changes to Your Agreement**

You may not change the Agreement, unless one of our authorized officers expressly agrees to do so in a signed writing. We may, at any time, add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you any notice and wait any time period required by law before the changes take effect. If we notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically, as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

Any variable Annual Percentage Rates associated with your Account can increase or decrease in each Billing Cycle, as the published index for these rates goes up or down. If we increase your Interest Charges for any other reason, we will notify you in writing. If we increase your Fees or change other significant Account terms, we will notify you in writing and inform you of your options, including any right to reject these changes. We may increase your Interest Charges for new Account transactions and your Fees after the first year of the Account. We may change any other terms of your Account at any time, after giving you any notice and waiting any period of time required by law.

#### **The Law that Applies to Your Agreement**

We make decisions to grant credit, open Accounts, and issue Cards from our offices in Ohio. The interpretation and enforcement of this Agreement (including the exportation of interest) shall be governed by federal law and, to the extent state law applies, Ohio law, without regard to conflict of law principles. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

#### **Waiver**

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

#### **Assignment**

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission. We may transfer your Account and this Agreement to another company or person at any time, without your permission and without prior notice to you. If we do, they will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

#### **Security Agreement (If Applicable)**

Your duties and obligations to us in connection with your Account, any Cards, and this Agreement are collectively known as your "Account Obligations." If you apply for an Account and sign or initial a document to pledge and grant a security interest in funds on deposit with us, then you also agree to maintain security deposit funds at least equal to one hundred twenty-five percent (125%) of the credit limit of your Account as collateral and security for your Account Obligations. For example, we will require at least \$1,250 in security deposit funds for an Account with a \$1,000 credit limit.

We will hold and maintain all security deposit funds in a deposit account at FirstMerit Bank, including a savings account or an account evidenced by a certificate of deposit and any subsequent extensions, renewals, or replacements of that deposit account (the "Security Deposit Account"). As security for your Account Obligations, you unconditionally and irrevocably pledge, assign, and grant to us a security interest in the Security Deposit Account, any funds deposited or held at any time in the Security Deposit Account, and any instrument we may issue to evidence your Security Deposit Account. You agree, irrevocably and unconditionally, to give up all possession and control over any funds deposited or held in the Security Deposit Account. You agree to take any actions we request to perfect, protect or continue the first lien position of our security interest in funds held at any time in the Security Deposit Account.

You agree that you have no right to withdraw security deposit funds from the Security Deposit Account at any time, except as authorized by this Agreement or otherwise required by law. We may, at our option, allow you to deposit additional security deposit funds to the Security Deposit Account, to increase the credit limit of your Account. If you request a decrease in the credit limit of your Account, you understand and agree that we may hold security deposit funds in excess of one hundred twenty-five percent (125%) of your Account credit limit for as long as we consider appropriate or necessary. You may not withdraw security deposit funds or request a refund of security deposit funds at any time, except to the extent you pay all of your Account Obligations to us in full and close your Account.

We will maintain separate records to account for the security deposit funds held in the Security Deposit Account. The interest we may pay on security deposit funds, if any, shall be as described in the separate terms and conditions that apply to the Security Deposit Account. You agree that we are not required to pay any interest on security deposit funds held in the Security Deposit Account, unless we have expressly agreed to do so in separate terms and conditions that specifically apply to the Security Deposit Account. If any interest is earned on security deposit funds, you agree that we may add that interest to the Security Deposit Account as proceeds to secure your Account Obligations, regardless of any terms to the contrary that may appear in the separate terms of the Security Deposit Account.

Any default by you under this Agreement, including any failure to pay Account Obligations when due, will also make you in default of this Security Agreement section. If you fail to pay the full amount of any Minimum Payment Due within sixty (60) days of its payment due date or the Account balance exceeds one hundred ten percent (110%) of the Account credit limit, you authorize us to withdraw security deposit funds from the Security Deposit Account and apply those security deposit funds to pay part or all of your Account Obligations, without the need to send you any additional notices or demand for payment, unless we are expressly required to do so by applicable law. If you or we close your Account for any reason or we otherwise require that you make immediate payment of your entire Account balance following an Account default, you agree that we may apply all of the security deposit funds then held in the Security Deposit Account in payment of your outstanding Account Obligations. If this happens, we will return any excess security deposit funds that may be due to you within sixty (60) days after we apply these security deposit funds in full and final payment of your Account Obligations. If you have any Account Obligations that remain outstanding or become due after we apply the security deposit funds, you agree to pay those Account Obligations immediately and in full, as required by this Agreement. Our rights in this Security Agreement section are in addition to all of the other rights we have under law and this Agreement.

If your Account is a joint Account, you understand and agree that we may release security deposit funds as instructed by any one of you, without liability to any other person responsible for the Account. The notice we give to any one of you will be considered as notice to all of you.

If your Account becomes subject to bankruptcy proceedings, we will treat the security deposit funds as required by the law that governs those bankruptcy proceedings. If you become a debtor in a bankruptcy proceeding, you agree to recognize us as a perfected secured creditor with respect to the Security Deposit Account and to declare the Security Deposit Account as exempt property pursuant to the United States Bankruptcy Code or applicable state exemption laws.

You agree that there are no current disputes, lawsuits or bankruptcy proceedings that might affect our rights to and interest in the security deposit funds. You agree that you shall not attempt to transfer any interest in the security deposit funds to any party other than us or offer the security deposit funds as security for any obligations other than your Account Obligations. If your Account, the Security Deposit Account, or the security deposit funds held in the Security Deposit Account become involved in any legal proceeding, you understand and agree that we may restrict access to all of the security deposit funds held in the Security Deposit Account until we determine that the matter is fully resolved.

#### **Overdraft Protection (If Applicable)**

You may sign or initial a document asking us to make Cash Advances from this Account to prevent overdrafts associated with a designated checking account you maintain with us ("Overdraft Protection"). If we agree to provide Overdraft Protection, you agree that we may make Cash Advances at least equal to the amount by which your designated checking account becomes overdrawn and then deposit these Cash Advances to your designated checking account as described in this section.

For any overdraft associated with your designated checking account, you agree that we may make a minimum Cash Advance of \$75.00 and increase that amount in multiples of \$25.00 until the Cash Advance amount equals or exceeds amount of each overdraft. Overdraft protection will be extended up to your available credit card balance.

Cash Advances we make for Overdraft Protection purposes are subject to the Interest Charges, Fees, and all other terms and conditions of this Agreement that apply generally to Cash Advances. You understand and agree that we are not obligated to make a Cash Advance for Overdraft Protection purposes if you are in default of this Agreement or if making any such Cash Advance would cause your Account to exceed its credit limit, but we may, at our option, elect to do so.

You or we may cancel the Overdraft Protection feature of the Account at any time. If we send you written notice to cancel your Overdraft Protection, our cancellation shall be effective five (5) calendar days after we mail the cancellation notice to the most recent address we maintain for any one of you in our Account records, except as otherwise required by applicable law. You may cancel Overdraft Protection by sending written notice to us at FirstMerit Bankcard Center, P.O. Box 1499, Akron, Ohio 44309. Your cancellation will take effect five (5) days after we receive notice at this address. Overdraft Protection shall be automatically and immediately cancelled when the Account or your designated checking account is cancelled or otherwise terminated, or if you convert the checking account to a different type of deposit account for which Overdraft Protection is unavailable.

#### **NOTICE OF ARBITRATION PROVISION**

The documents relating to credit card accounts that FirstMerit Bank offers or provides to you, including but not limited to the Account application, the Consumer Credit Card Agreement, the Account Opening Disclosures, and any additional disclosures we may provide to you about the Account, are subject to an arbitration provision that is part of the Agreement between you and us. You should carefully read the arbitration provision. It will affect the way in which you or we resolve any claim that we have against each other in connection with your Account.

THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION ABOUT YOUR CREDIT CARD ACCOUNTS WITH US. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CLAIMS (AS DEFINED BELOW) BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE ABILITY TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

This Arbitration Provision describes when and how a Claim (as defined below) related to an Account may be arbitrated. The term "Account" means any credit card account that FirstMerit Bank, N. A. offers or provides to you. The terms "we", "us" and "our" mean: (i) FirstMerit Bank, its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors; and (ii) any third party providing any services in connection with an Account, if such third party is named as a party by you in any lawsuit between you and us. The term "Card" means any credit card, Account number, or other Account access device that allows you to obtain Account credit from us. The terms "you" and "your" mean each person (as an individual) and all persons (as a group) who apply for the Account, who are responsible for repaying the Account, and on whose behalf we issue a Card. The terms "you" and "your" also mean a person you authorize or allow to use, access, or service a Card or the Account. By opening an Account with us or accepting or using any Account services, you agree to all of the terms of this Arbitration Provision. By opening an Account with us, you also agree that our agreement with you involves interstate commerce. That is, you and we recognize that due to the very nature of a Card or Account agreement, that more than one state of the United States is likely to be involved in the agreement that we have reached.

**(a) What Claims Are Covered:** Except as otherwise limited by this Arbitration Provision, a "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to an Account. It includes any claim, dispute or controversy concerning any fees or charges relating to any Account and any services relating to any Account, including but not limited to transaction services, funds transfer services, rewards services, on-line or telephone banking services, automated teller machine services and Card services. It includes not only any claim, dispute or controversy directly between you and us, but also any such matter with respect to anyone connected with you or claiming through you, such as a joint Account obligor, an authorized user of the Account, trustee, guardian or any other representative or agent. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Subject to paragraph (e) below, it also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision and any agreements relating to the Account. However, "Claim" does not include any individual action in court by one party that does not involve a request for damages or monetary relief of any kind. We will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. Nothing in this Arbitration Provision limits or constrains any right to self-help remedies, such as any: (i) right of set-off or the right to restrain funds in a deposit account; (ii) right or obligation to interplead funds in the event of a dispute; (iii) right to exercise any security interest or lien in property; (iv) obligation to comply with legal process; or (v) right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction.

**(b) How Arbitration Is Started:** Either you or we may require any Claim to be arbitrated. Arbitration is started by giving written notice to the other party of the intent to start or to compel arbitration. Except as otherwise provided by the Federal Arbitration Act, this notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. If you start the arbitration, you must notify us at the following address: **FirstMerit Bank, Credit Card Account Arbitration, Attention: Bankcard Portfolio Manager – TOW829, 106 South Main Street, Akron, Ohio 44308**. If we start the arbitration, we will notify you in writing at your last known address we have on file. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration administrator.

**(c) Choosing the Administrator:** The party requiring arbitration must choose one of the following arbitration agencies as the administrator: American Arbitration Association ([www.adr.org](http://www.adr.org)) or JAMS ([www.jamsadr.com](http://www.jamsadr.com)). In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. However, no arbitration may be administered by an arbitration agency that will not follow, or has any policies or procedures materially inconsistent with, the terms of this Arbitration Provision. If for any reason the chosen arbitration agency is unable or unwilling or ceases to serve as the administrator, or does not qualify or ceases to qualify as an administrator under the terms of this Arbitration Provision, the party requiring arbitration will have 20 days to choose a different administrator, consistent with the requirements of this Arbitration Provision, from among the above-named arbitration agencies. If none of the above-named arbitration agencies qualifies to be an administrator under the terms of this Arbitration Provision, the parties shall, within 20 days after learning of such disqualification, agree on another arbitration agency that does qualify under the terms of this Arbitration Provision. In the absence of such agreement, either party may apply to a court of competent jurisdiction for the court to appoint an administrator that does qualify under the terms of this Arbitration Provision.

**(d) Court and Jury Trials and Class Action Procedures Prohibited and Other Limitations on Legal Rights:** If arbitration is chosen with respect to a Claim, all of the following apply:

- There will be no right to try that Claim in court.
- There will be no jury trial on that claim.
- There will be no discovery, except as allowed by the arbitration rules of the administrator or by this Arbitration Provision.
- We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the "Class Action Waiver"). This means that neither we nor you can be a representative or, member of any class of claimants or act as a private attorney general or in any other representative capacity in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration.
- Claims brought by or against one or more of you may not be joined or consolidated in the arbitration with Claims brought by or against any other person connected with a different Account (unless such persons are joint Accountholders or authorized users of one of your Accounts).
- Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator's decision will be final and binding.
- Other rights that you or we would have in court may also not be available in arbitration.

**(e) Effect of Class Action Waiver:** Regardless of anything else in this Arbitration Provision, the validity and effect of the Class Action Waiver must be determined only by a court and not by an arbitrator or by any policies or procedures of the administrator. If the Class Action Waiver is invalidated or not enforced, then this entire Arbitration Provision (except for this sentence) shall be null and void. Nothing in this paragraph (e) shall affect the right of any party to appeal any invalidation or non-enforcement of the Class Action Waiver.

**(f) Location of Arbitration:** Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.



**(g) Cost of Arbitration:** Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an administrator, you should carefully review the fees charged by the administrator. If we require a Claim to be arbitrated, we will pay or reimburse you for up to \$250.00 in fees that would otherwise be charged to you by the administrator. However, if either we or you require a Claim to be arbitrated, you may tell us in writing that you can't afford to pay the fees charged by the administrator or that you believe those fees are too high. If you do so, we will pay or reimburse you for up to all of the fees that would otherwise be charged to you by the administrator if your request is reasonable and in good faith. We will always pay the fees if applicable law requires us to. We will not ask you to pay or reimburse us for any fees we pay the administrator. Each party must pay the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law and/or this Arbitration Provision and/or any agreements governing the Account give a party the right to recover any of those fees from the other party.

**(h) Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. In addition to the Federal Arbitration Act, this Arbitration Provision is governed by other Federal law of the United States of America. To the extent Federal law does not apply, the law of the state governing your Account applies. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**(i) Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

**(j) Arbitration Result and Right of Appeal:** Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the Claim exceeds \$25,000, any party can appeal the award to a three-arbitrator panel administered by the administrator which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision under this section has been taken. Subject to applicable law, costs of such an appeal (including attorney fees) will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

**(k) Rules of Interpretation:** This Arbitration Provision shall survive: (i) the termination or closing of the Account or related services; (ii) any changes to the Account or related services; (iii) any legal proceeding; (iv) any use of the right of set-off or any other self-help remedy or other remedy or action permitted by this Arbitration Provision; (v) any transfer or assignment of the Account; and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law). Subject to paragraph (e), if any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then materially inconsistent with the terms of this Arbitration Provision prior to such determination of invalidity or unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules, this Arbitration Provision shall govern.

**(l) Right to Reject Arbitration:** If you do not want this Arbitration Provision to apply, you may reject it by mailing a written notice to us at the following address that describes your Account and states that you are rejecting this Arbitration Provision: **FirstMerit Bank, Credit Card Arbitration Opt-Out, Attention: Bankcard Portfolio Manager – TOW829, 106 South Main Street, Akron, Ohio 44308**. A rejection notice is effective only if it is signed by you and the envelope that the rejection notice is sent in is postmarked no more than 30 calendar days after the date you received the Consumer Credit Card Agreement. If you reject this Arbitration Provision, it will not affect any other provisions of the Agreement or your obligations under the Agreement. If you do not properly reject this Arbitration Provision, it will be effective the first time you or any authorized user use any Card or the Account.

#### **Your Billing Rights: Keep This Document For Future Use**

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

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

If you think there is an error on your statement, write to us at the address provided on your billing statement.

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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. 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 was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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 the address provided on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.