



APPLICATION AND SOLICITATION DISCLOSURE



Northwest Bank
 100 Liberty Street
 P.O. Box 1793
 Warren PA 16365
 (877)672-5678
 www.northwest.bank

Loyalty Visa

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	12.99% to 20.99% when you open your account, based on your creditworthiness. This APR will vary with the market based on the prime rate published in the Money Rates Section of The Wall Street Journal. Loyalty Discount*: Three total accounts including one checking.
APR for Balance Transfers	0.00% Introductory APR for the first 12 billing cycles from the transaction date on Balance Transfers completed within 90 days of account opening. After that, your APR will be 12.99% to 20.99% , based on your creditworthiness. This APR will vary with the market based on the prime rate published in the Money Rates Section of The Wall Street Journal.
APR for Cash Advances	17.99% to 21.99% when you open your account, based on your creditworthiness. This APR will vary with the market based on the prime rate published in the Money Rates Section of The Wall Street Journal.
Penalty APR and When it Applies	21.99% This APR may be applied to your account if you: - Make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased for this reason, the Penalty APR will apply until you make 6 consecutive minimum payments when due.
How to Avoid Paying Interest on Purchases	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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50 .
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee - Annual Fee	None

SEE NEXT PAGE for more important information about your account.

Transaction Fees - Balance Transfer Fee - Cash Advance Fee - Foreign Transaction Fee	\$10.00 or 3.00% of each balance transfer, whichever is greater. \$10.00 or 3.00% of each cash advance, whichever is greater. 1.00% of each transaction in U.S. dollars.
Penalty Fees - Late Payment Fee - Returned Payment Fee - Over-the-Credit Limit Fee	Up to \$35.00 Up to \$25.00 None

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

Loss of Introductory APR: We may end your Introductory APR for balance transfers and apply the Penalty APR if you are 60 days late in making a payment.

Application of Penalty APR: Your APR may be increased to the disclosed Penalty APR if you are 60 days late in making a payment.

Effective Date: The information about the costs of the cards described in this application is accurate as of: December 19, 2022. This information may have changed after that date. To find out what may have changed, call us at (877)300-5768 or write to us at Northwest Bank, Credit Card Programs, P.O. Box 788, Warren, Pennsylvania 16365.

***Loyalty Discount Qualification:** The APR for the Loyalty Visa is based on creditworthiness and number of accounts You have with Us. After creditworthiness is determined, We will evaluate the number of accounts You have at the time of application. The account types that qualify for evaluation are: checking, savings, loan, and certificate of deposit. You will qualify for a 1.00% discount on your APR if You have one checking plus any combination of two other accounts of a qualifying type listed above (three total accounts including one checking). You may be approved for a Loyalty Visa without the Loyalty Discount. You must qualify for the Loyalty Discount to receive the lowest APR for this credit card: 12.49% for Purchases and Balance Transfers and 17.49% for Cash Advances. Loyalty Discount has no impact on the Promotional Offer for Balance Transfers.

Prime Rate: Variable APR's are based on the 7.50% as of December 19, 2022.

For Purchase and Balance Transfer APR's, a margin of 6.49% - 13.49% (depending on creditworthiness) will be added to the Prime Rate to determine the Purchase and Balance Transfer APR.

For Cash Advance APR's, a margin of 11.49% - 18.49% (depending on creditworthiness) will be added to the Prime Rate to determine the Cash Advance APR.

For Introductory APR's, a margin of 0% for the first 12 statement cycles from the transaction date on each Balance Transfer completed within 90 days of account opening.

The maximum APR will be 21.99%.



Other Fees & Disclosures:

Late Payment Fee: \$25.00 or the amount of the required minimum payment, whichever is less, if you are 1 or more days late in making a payment. In the event you make a late payment in any of the six billing cycles following the initial violation, you will be charged \$35.00 or the amount of the required minimum payment, whichever is less.

Returned Payment Fee: \$25.00 or the amount of the required minimum payment, whichever is less.

Statement Copy Fee: \$3.00 per statement.

Document Copy Fee: \$3.00 per document.

Rush Fee: \$35.00 Cards sent express mail will be received within three to five business days.

Stop Payment Fee: Up to \$25.00

Research Fee: Up to \$25.00





CONSUMER CREDIT
CARD AGREEMENT
AND DISCLOSURE



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Loyalty Visa

DEFINITIONS. In relation to Your Account and this Agreement, the following words shall have the meanings indicated:

"Account" refers to the line of credit established by this Agreement including Your Card.

"Agreement" means this Consumer Credit Card Agreement and Disclosure together with the Credit Card Account Opening Disclosure and any other account opening documents or any subsequent documents provided to You related to the Account.

"Borrower", "You," "Your," and "Yours" refers to each borrower and co-borrower for the Account; any person responsible for paying the Account; and anyone You authorize to use, access, or service the Account.

"Card" means the Visa[®] credit card and any other access devices, duplicates, renewals, or substitutions, including convenience checks, We issue to You.

"We," "Us," "Our," and "Bank" refers to Northwest Bank with which this Agreement is made.

USING YOUR ACCOUNT. By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.

PURCHASES. A purchase is use of Your card or account number (including online, by phone, or through the use of an enabled mobile device) to:

- 1) Buy or lease goods or services;
- 2) Buy wire transfers from a non-financial institution "Wire Transfer Purchase"; make a transaction that is not otherwise a Cash Advance;
- 3) Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase. This Agreement does not grant Us a security interest in Purchases You charge to Your Account.

CASH ADVANCES. A cash advance is the use of Your account for a loan in the following ways:

- 1) **Check Cash Advance:** by a convenience "Check" You sign as drawer. We may reject and return an unpaid Check You write because of the following:
 - i. Your available Line or Cash Limit has been or would be exceeded by paying the Check at the time it is presented to Us;
 - ii. The date of Your Check has passed the expiration date or is more than six (6) months old;
 - iii. Your Check is post-dated. If a post-dated Check is paid, resulting in another Check being returned or not paid, We are not responsible;
 - iv. Your Account is blocked, closed or suspended;
 - v. Your Account is not activated;
 - vi. You are in default or would be if We paid the Check;
 - vii. Your signature or the payee's name or endorsement is missing on the Check; or



- viii. The Check appears altered.
- ix. Check does not have printed expiration date.

2) **Bank Cash Advance:** by loans accessed in the following manner:

- i. ATM Cash Advance: at an automated teller machine;
- ii. Over the Counter "OTC" Cash Advance: at any financial institution (i.e., to obtain cash, money orders, wire transfers, or travelers checks), or at any non-financial institution (i.e., to obtain cash);

BALANCE TRANSFERS. A balance transfer is a transfer of funds to another creditor initiated by Us at Your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.

CREDIT LIMIT. We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees, or other charges. You may request a credit limit increase on Your Account only by a method acceptable to Us. We may increase or decrease Your credit limit, refuse to make an advance, and/or terminate Your Account at any time for any reason permitted by law.

The entire credit limit is not available for Cash Advances. Cash Limits are subject to change at Northwest's discretion. The maximum cash advance amount is limited to 50 percent of the account's credit limit. Cash advances are limited to two transactions per day. Cash advances through ATM's have a daily maximum of \$510 including ATM fees.

VARIABLE RATE INFORMATION. If You have a variable rate account, the variable rates listed in Your Initial Disclosures are determined by adding a Margin listed in Your Initial Disclosures to an Index. The Index is the prime rate published in the Money Rates Section of The Wall Street Journal in effect on the 10th day of each calendar month "the Index Date(s)". The variable Periodic Rates and corresponding Annual Percentage Rates will increase if the Index increases or decrease if the Index decreases. The changes to these variable rates will become effective on the 1st day of the calendar month following an Index change published before the 10th day of the previous month. An Index change published after the 10th of the month will change on the 1st day of the month after the next calendar month. An increase to your Periodic Rate and corresponding Annual Percentage Rate will increase the amount of Finance Charges on Your Account and may increase Your Minimum Payment Due.

PERIODIC RATES AND ANNUAL PERCENTAGE RATES. The Periodic Rates and the corresponding Annual Percentage Rates for Your Account are listed on Your Initial Disclosures. The Periodic Rate is the corresponding Annual Percentage Rate divided by twelve (12), rounded to the next highest hundred-thousandth of a percentage point.

PROMOTIONAL RATES AND FEES. Promotional or Introductory Offers are temporary APRs "Promotional or Introductory Rates" or Transaction fees "Promotional or Introductory Fees" that are offered on certain qualifying new transactions for a specified period of time. Each Offer will appear on Your credit card statement after the first qualified new transaction for that Offer. If You revolve Your balance to take advantage of Promotional or Introductory Offer, all transactions and balances, including purchases, will be charged interest.

CONVENIENCE CHECKS. We may, from time to time, issue convenience checks to You that may be drawn on Your Account. Convenience checks may not be used to make a payment on Your Account. If You use a convenience check, it will be posted to Your Account as a purchase. We reserve the right to refuse to pay a convenience check drawn on Your Account for any reason and such refusal shall not constitute wrongful dishonor. You may request that We stop the payment of a convenience check drawn on Your Account. You agree to pay any fee as identified in this Agreement imposed to stop a payment on a convenience check issued on Your Account.

You may make a stop payment request orally, if permitted, or in writing. Your request must be made with enough time in advance of the presentment of the check for payment to give Us a reasonable opportunity to act on Your request. In addition, Your request must accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, You may make a stop payment request orally but such request will expire after 14 days unless You confirm Your request in writing within that time. Written stop payment orders are effective for six months and may be renewed for additional six-month



periods by requesting in writing that the stop payment order be renewed. We are not required to notify You when a stop payment order expires.

If We re-credit Your Account after paying a check over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check, and to assist Us in any legal action.

You agree to indemnify and hold Us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to Our honoring Your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to Us or the giving of inadequate time to act upon a stop payment request.

A convenience check is not a check as that term is defined under the Uniform Commercial Code. It is an advance from Your credit card Account with Us and Your stop payment rights are provided under this Agreement with Us.

REPAYMENT. You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees. Each billing cycle, We will calculate the amount You owe on Your Account by adding any purchases, cash advances, balance transfers, fees, and interest to Your previous balance and subtracting any credits and payments ("New Balance"). Your New Balance is the amount You owe at the end of the billing cycle.

For each billing cycle, You must pay at least the minimum payment due by the payment due date.

The minimum payment due is 2.00% of Your total New Balance or \$25.00, whichever is greater, plus accrued interest, fees, any amount past due, and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than \$25.00, then Your minimum payment due is the amount of the total New Balance.

You may pay more frequently, more than the minimum payment due, or the total New Balance in full.

If You make extra or larger payments, You are still required to make at least the minimum payment due each month Your Account has a balance (other than a credit balance). We may delay replenishing Your credit limit until the date the payment is posted or We confirm the payment has cleared.

We will apply Your required minimum payment due to what You owe Us in any manner We choose, as permitted by applicable law. If You make a payment in excess of the required minimum payment due, We will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

INTEREST AND FINANCE CHARGES. New purchases posted to Your Account during a billing cycle will not incur a finance charge for that billing cycle if Your Account had a zero or credit balance at the beginning of that billing cycle, or You paid the entire New Balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to Your Account. To avoid an additional finance charge on the balance of purchases, You must pay the entire New Balance on the billing statement by the payment due date of that statement. We will begin charging You interest on balance transfers and cash advances on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later.

How We Calculate Your Balance:

Interest charges on Your Account are calculated separately for purchases, balance transfers, and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for each Transaction Type, We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This give Us the "average daily balance" for each Transaction Type.

FEES. In addition to the periodic rate, additional fees may be imposed on Your Account. Fee amounts and explanations are disclosed on the Credit Card Account Opening Disclosure accompanying this Agreement.

FOREIGN TRANSACTIONS. Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing foreign transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate



mandated by a government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A foreign transaction is any transaction that You complete, or a merchant completes, on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee (finance charge), calculated in U.S. dollars, will be charged on all foreign transactions. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement.

AUTHORIZATIONS. We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity or We may close the Account.

INFORMATION UPDATING SERVICE AND AUTHORIZATIONS. If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us at (877)672-5678.

PREAUTHORIZED CHARGES. We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

DEFAULT. You will be in "default" under this Agreement if: (a) You fail to make payments according to the terms of this Agreement, including to the extent permitted by law, through the filing of a bankruptcy action; (b) You pay by a check or similar instrument that is not honored or that We must return because it cannot be processed or pay by automatic debit that is returned unpaid; (c) You make a false or misleading statement, including any act of omission, on Your Account application or in any representation to Us while Your Account is open, to the extent that fraud or misrepresentation as determined by state law occurs; or (d) You fail to comply with any other terms of this Agreement or any other agreement You have with Us.

ACCELERATION AND REMEDIES. If You are in default, We may, to the extent permitted by law, close Your Account and declare the entire balance immediately due and payable. If immediate payment is demanded, You agree to continue paying finance charges at the periodic rate charged before default, until what You owe has been paid.

LIABILITY FOR UNAUTHORIZED USE – LOST/STOLEN CARD NOTIFICATION. If You notice the loss or theft of Your Card or a possible unauthorized use of Your Card, You should contact Us immediately at (888)999-3359 (24 hours a day, 7 days a week).

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. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.



CHANGE IN AGREEMENT. We may change the terms of this Agreement by mailing or delivering written notice to You of the changes within the time limits prescribed by the Federal Truth in Lending Act and Regulation Z, or other applicable state law if law requires a longer notice period. To the extent permitted by law, changes to the Agreement may apply to Your existing Account balance as well as to future transactions. The continued use of the Cards by You will be deemed as evidence of Your agreement to any amendments.

INDEX REPLACEMENT. If the Index is not available at the time of the change date, We will choose a new Index which is based on comparable information. The Index is used solely to establish a base from which the actual rate of interest payable under the Agreement will be calculated, and is not a reference to any actual rate of interest charged by any lender to any particular borrower.

CANCELATION OF AGREEMENT. This Agreement may be canceled by either You or Us, whether or not You are in default. Subject to all applicable laws and regulations regarding repayment, cancellation will not affect Your obligation to pay the Account balance plus any finance and other charges You owe under this Agreement. The Card(s) You received remain Our property. Upon Our request or cancellation of this Agreement, You must recover and surrender all Cards to Us.

AUTHORIZED USERS. Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user, Your Account number, and any subaccount number issued to the authorized user. You must also include the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and Card.

CREDIT REPORTS. You authorize Us to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection, or review of Your Account. You authorize Us to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Agreement is jointly and individually obligated to pay all amounts owed according to the terms and conditions of the Agreement.

EFFECT OF AGREEMENT. This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advance, credit, or other slips You sign or receive may contain different terms.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of either the affected provision or this Agreement.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ILLEGAL TRANSACTIONS PROHIBITED. You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the internet, that is illegal under applicable federal, state, or local law.

If You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

GOVERNING LAW. I understand and agree that this Agreement will be governed by the laws of the State of Pennsylvania except to the extent that federal law controls.

LENDER'S RIGHTS. We do not lose any of Our rights, whether arising under this Agreement, any other instrument related to this Agreement, by law, or otherwise, if We delay enforcing them or waive them in a particular instance.

COLLECTION OF COSTS. To the extent permitted by law, You agree to reimburse Us for all reasonable costs, expenses, and reasonable attorneys' fees incurred in enforcing Our rights under this Agreement.

ASSIGNMENT. This Agreement may not be assigned by You without Our prior written consent. You understand and agree that We may assign this Agreement without Your prior written consent.



TRANSACTIONS WITH MERCHANTS RETURN POLICY. If a merchant discloses a policy such as "no returns," "no refund," "no return or credit without receipt," "as is," "store credit only," or "all sales final," You will be bound by that policy when You use Your Account to buy goods or services from that merchant.

USE OF YOUR ACCOUNT WITH A MOBILE PHONE OR OTHER MOBILE DEVICE. Smart phones, some tablets or other mobile devices ("mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable You to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance.

In certain instances, those transactions will replicate using Your Card to make a transaction on the internet with Your mobile device. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable Your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.

When Your Account information is accessible by Your mobile device, it is important that You treat your mobile device with the same care You would Your Card. For example, You should secure Your mobile device against unauthorized access. Keep in mind, if You give someone Your mobile device, that can be the same as giving that person Your Card.

WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT. Payments may be made using various methods. The guidelines for posting Your payments are as follows:

1. Payment Sent via U.S. Mail:

- a. Payments will be posted on the date they are received if they meet all of the following criteria:
 - i. Payment is received by 5 P.M. local time at the address shown on the remittance slip in the front of Your monthly statement;
 - ii. Payment is paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and
 - iii. Payment is sent in the return envelope with only the bottom portion of Your statement accompanying it.
- b. Payments received after 5 P.M local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be posted on the following business day.
- c. Payments that do not meet the above criteria may be delayed up to five days. Payments to be mailed to the following: **Northwest Bank P.O. Box 2087 Omaha, NE 68103-2087.**

2. Payments Made in Any of Our Branches:

- a. The posting date for payments made in any of our branch locations will be the date they are received when they are made prior to closing.

3. Payments Made Online or by Phone:

- a. Payments made directly on our website or by phone before 5 P.M. will be posted on the date they are made.
- b. Payments made directly on our website or by phone after 5 P.M will be posted on the following business day. Please visit **www.northwest.com/mycreditcard** or call **1-888-999-3359** in the United States or **1-531-233-6393** for International.

4. Payments Made via a Third Party Bill Payer Service:

- a. Payments made using a third party Bill Payer Service may be received via ACH or physical check. These will be posted accordingly. **NOTE:** Physical checks mailed by a Bill Payer do not meet the above criteria for Mail Payments and will be treated as a non-conforming payment.

5. Other Payment Terms.

- a. We can accept late payments, partial payments or payments with any restrictive writing without losing any of Our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of Our senior officers. You may not use a postdated check to make a payment. If You do postdate a payment check, We may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for



the date shown on the check. We are not liable to You for any loss or expense arising out of the action We elect to take. You may pay Your total outstanding balance at any time.

6. ACH Payments.

- a. We process most payment checks electronically. We use the information on Your check to create an electronic funds transfer. Each time You send a check, You authorize a one-time electronic funds transfer. You also authorize Us to process Your check as a check or paper draft, as necessary. Funds may be withdrawn from Your account as soon as the same day We receive Your payment. You will not receive your cancelled check because We are required to destroy it. We will retain an electronic copy.

7. Overpayment Refund.

- a. You may request a credit balance refund or an overpayment at any time by notifying Us in writing or by telephone.

8. Account Credit.

- a. A credit to an account may not satisfy the minimum payment due requirement. You are responsible for Your minimum payment.

STOPPING PAYMENT ON CHECKS. To stop payment of a check You write against Your Account, You must call Us at the Customer Service number shown on Your Statement with all the following information; the exact dollar amount of the Check; the Check number; Your Account number; the name of the party to whom the Check was written; and the name of the person who signed the Check. We will stop payment on the Check if We receive Your stop payment request by the business day before the day We pay Your Check. The date We pay the Check may be before the date it posts to Your Account. The stop payment order will remain effective for six (6) months. Any request for a stop payment will be subject to a Stop Payment Fee. You may write Us to cancel the order at any time. If You need to do so, please write to: **Northwest Bank, Credit Card Programs, PO Box 788, Warren, PA 16365.**

ACCOUNT IN DEFAULT. Your Account is in default if You fail to comply with any of the terms of this Agreement including but not limited to, incompetency, bankruptcy, insolvency, fraud, misrepresentation or in the event of Your death. To the extent not prohibited by law, if You are in default, You will pay our collection costs, attorney fees (including allocated costs for attorneys who are employed by Us), court costs and all other expenses of enforcing Our rights under this Agreement.

RESERVATIONS. When using Your Account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if You cancel. If You cancel, obtain the merchant's cancellation number that it is required to give You. The merchant may charge You for a cancelled transaction unless You can provide Us with the merchant's cancellation number.

BENEFITS. We may offer You certain benefits and services with Your Account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in any official documents provided to You from time to time by or on Our behalf. We may adjust, add, or delete benefits and services at any time and without notice to You.

MONITORING AND RECORDING PHONE CALLS. You consent to and authorize Us and any of Our affiliates or marketing associates to monitor and/or record any of Your telephone conversations with Our representatives or the representatives of any of those companies. Where You have provided a cell phone number directly to Us, or placed a cell phone call to Us, You consent and agree to accept collection calls to Your cell phone from Us. For any telephone or cell phone calls We place to You, You consent and agree that those calls may be automatically dialed and/or use recorded messages.

IMPORTANT INFORMATION REGARDING AUTHORIZED USER. If You permit any person to use Your card, or convenience checks, account number(s), or other credit device with the authorization to obtain credit on Your account, You will be liable for all transactions made by that person including transactions for which You may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded.

You must think carefully before You allow anyone to become an authorized user. By doing so, You authorize the person to use Your account to the same extent You can, including but not limited to making any Purchases, Balance



Transfers, Cash Advances, and allowing others to use Your account. Your account does not permit You to limit the nature or amount of authority You give to any authorized user and You will not attempt to do so.

We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users.

An authorized user's rights and access to an account are terminated when Your Account is closed.

RIGHT TO SELL YOUR ACCOUNT. We may at any time and without notice to You, sell, assign or transfer Your account, any amounts due on Your account, this Agreement, or our rights or obligations under Your account or this Agreement to any person or entity. The person or entity to whom We make any such sale, assignment or transfer shall be entitled to all of our rights, and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.

FURNISHING INFORMATION. If You believe We have furnished inaccurate or incomplete information about You or Your account to a credit reporting agency, write to Us at: **Northwest Bank, Credit Card Programs, PO Box 788, Warren, PA 16365.** Please include Your name, address, Account number, telephone number, social security number and a brief description of the problem. If available, please include a copy of the credit report in question.

CHANGE OF PERSONAL INFORMATION. You will notify Us in writing immediately if You change Your name, address or home or business telephone number. If You need to do so, please write to: **Northwest Bank, Credit Card Programs, PO Box 788, Warren, PA 16365.** We may also change Your address if so notified by the U.S. Post Office.

REQUEST PAYMENT DATE CHANGE: You may request a change to Your payment due date at any time by notifying Us in writing or by telephone. We reserve the right to deny any request. The changing of the payment date could impact the average daily balance charged to Your account based on the number of days in a billing cycle.

INTERNET GAMBLING. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where You conduct it. Internet gambling transactions may be illegal in Your state. We may charge Your account for such transactions. We will not be liable if You engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use Your account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of Your account in those countries will be blocked.

CLOSING YOUR ACCOUNT. We may suspend or close Your account or otherwise terminate Your right to use Your account. We may do this at any time and for any reason. You may close the account at any time by notifying Us in writing or by telephone. Your obligations under this Agreement continue even after the account is closed. You must destroy all cards, convenience checks or other credit devices on the account when the account is closed.

When Your account is closed, You must contact anyone authorized to charge transactions to Your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to Your account until You change the billing. Also, if We believe You have authorized a transaction or are attempting to use Your account after You have requested to close the account, We may allow the transaction to be charged to Your 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:

Northwest Bank
P.O. Box 2087
Omaha, NE 68103-2087

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 service 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:

Northwest Bank
P.O. Box 2087
Omaha, NE 68103-2087

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.

