



# Northwest

## *Cardholder Agreement*

The applicant(s) ("I" or "we"), in consideration of Northwest Bank ("you" or "your") issuing to me a Debit Card/ATM Card for personal use, hereby agrees to be legally bound by the following terms and conditions.

**1. Accounts and Uses of Debit Cards/ATM Cards.** I have the account(s) with you set forth on my application form. I hereby request that you issue to me one or more Debit Cards/ATM Cards to be used in connection with such accounts as described in this Agreement for the following purposes, subject to the functionality of the ATM and related network: (a) deposits at Northwest ATMs, (b) cash withdrawals, (c) point-of-sale purchase transactions (Debit Cards Only), (d) transfers between my accounts, (e) receive information regarding the balance in my account, and (f) any other purposes which you allow in the future. I may also make a cash advance using my Debit Card from my credit account designated as the primary credit account on my application form.

I further understand that I may use the Debit Card (ATM Cards not applicable) at any retail establishment ("Merchant") where Debit Cards are accepted, to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). I understand that you will not make cash refunds or any other refund on Purchases or be liable if a Merchant refuses to honor my Debit Card. I understand that I must handle any claim or defense for a purchase directly with the Merchant or other business establishment that accepted or refused to accept my Debit Card. I may not assert disputes I may have with a Merchant against you, as, for example, when I believe that the goods or services paid for with the Debit Card were defective, not delivered or not as promised. Any such dispute is solely between the Merchant and me, and I must still pay the total amount of the sales draft plus any appropriate charges you may be authorized to make. Any Merchant credit vouchers for returns or adjustments will be credited to my designated Account when received by you.

I also understand that from time to time I may request in writing that you provide access to additional accounts of mine through the Debit Card/ATM Card you have issued to me. I agree that the uses of the Debit Card/ATM Card described in this Agreement shall be subject to the rules and regulations for each account which is accessed by such Card.

I agree that my Debit Card/ATM Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or if you are issued a new Account number. If we issue a new debit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. Some merchants use the Visa Account Updater Service that allows them to automatically receive new debit card number associated with your

Account. Not all merchants subscribe to this service. You may opt-out of the Visa Account Updater Service by contacting the Northwest 1-877-672-5678. Opt-out of the Visa Account Updater Service does not preclude Northwest from providing new Account or debit card numbers to merchants by other means.

**2. Use of Personal Identification Number ("PIN") with Debit Card/ATM Card.** I understand that a Star System ATM or a PLUS System ATM is an automated teller. It can and will perform many of the same tasks as a human teller. I acknowledge that the PIN which I use with the Debit Card/ATM Card is my signature. The PIN identifies the bearer of the Card to the Star System ATM, PLUS System ATM or other network ATM, and authenticates and validates the directions given at such ATM just as my actual signature, and other proof, identifies me and authenticates and validates my directions to a human teller. I also understand that a Merchant which accepts the Debit Card for a Purchase transaction may have an electronic terminal (Merchant operated or self-service) which requires the use of my PIN and when my PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as my actual signature will authenticate and validate my directions given to you. I acknowledge that my PIN is an identification code that is personal and confidential and that the use of the PIN with the Debit Card/ATM Card is a security method by which you are helping me to maintain the security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS MY PIN.

**3. Liability for Unauthorized Transactions.** I agree to contact you at once if I believe the Debit Card(s)/ATM Card(s) issued to me or my PIN has been lost or stolen or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I AGREE THAT IF I GIVE MY DEBIT CARD(s)/ATM CARD(s) AND PIN TO SOMEONE ELSE TO USE, I AM AUTHORIZING THEM TO ACT ON MY BEHALF AND I WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(s) BY THEM.

**4. How to Contact the Toll Free Helpline.** I agree to contact the Toll Free Helpline immediately if I believe the Debit Card/ATM Card issued to me or my PIN has been lost or stolen or that an unauthorized transfer or Purchase from any of my accounts has occurred or might occur, by phoning 1-800-523-4175, and by confirming such information in writing to you at: Northwest Bank, Liberty St., P.O. Box 128, Warren, PA 16365.

### **5. Charges.**

- (a) I agree to pay the charges or transaction fees which are charged by you for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.
- (b) Purchases and cash withdrawals made in a foreign country and foreign currencies using a Debit Card/ATM Card will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with operating regulations relating to the

applicable network and other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. I understand that you do not have any control over the conversion rate or any conversion fee that may be charged by a card association.

(c) Additional surcharge or convenience fees may be charged to, and deducted from, my account if I use an ATM owned or operated by someone other than you, as well as by any national, regional or local network utilized to effect the transaction. I understand that these surcharges or convenience fees are paid to these persons and are beyond your control.

**6. Deposits and Payments.** I agree that when I make a deposit or a payment at a Northwest ATM, you have the right to verify the deposit or payment before you make the money available to me or credit such payment to my loan account. If I deliver cash, checks or other items to a Northwest ATM, I understand and acknowledge that the funds from my deposit may not be available for immediate withdrawal and that the availability of my deposit shall depend on your rules and regulations regarding the particular account in which I am making a deposit and the items that I am depositing. I also recognize that deposits and payments may only be made at an ATM owned and operated by Northwest and the Bank may impose limits on the amount of deposits and payments that can be made at an ATM.

**7. Liability.** If the Debit Card/ATM Card is issued for a joint account, we agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. I agree that if I make deposits or payments to my account(s) with items other than cash (checks, drafts or other items) and you make funds available to me from such deposits prior to their collection, you may deduct the amounts of such funds from my account(s) which are not collected or, if the funds in my account(s) are insufficient at such time, I will promptly pay to you any amounts of such funds which are not collected.

**8. Fraud Monitoring.** I understand that Northwest may monitor my Debit Card/ATM Card transactions for potential fraudulent activity through a third party risk monitoring service such as Fraud Risk Identification Service (FRIS). I agree that Northwest has the right to decline transactions to suspected fraudulent activity and that I may be contacted by FRIS or another fraud monitoring service to review recent Debit Card/ATM Card transactions for authenticity. I acknowledge that if I cannot be contacted regarding suspected fraudulent transactions, my Debit Card/ATM Card may be temporarily or permanently disabled.

**9. Amendment of this Agreement.** I agree that from time to time you may amend or change the terms of this Agreement including amendments or changes to add further Debit Card/ATM Card services or to amend or change the charges for these services. You may do so by notifying me in writing of such amendments or changes and my use of the Debit Card/ATM Card after the effective date of any such amendment or change shall constitute my acceptance of an agreement to such amendment or change.

**10. Termination of Service; Ownership.** We may at any time, at our sole discretion, limit, suspend or modify the electronic funds transfer services we provide, including those that can be accessed through your Debit Card, and may at any time revoke the Debit Card or terminate your Debit Card services. So long as this Agreement is in effect, you agree to maintain with us at least one checking account to which your Debit Card provides access. Termination of this Agreement does not terminate the account(s) that the Debit Card accesses, but the closing of the last such checking account will terminate this Agreement simultaneously. You agree that the Debit Card is the Bank's property and you will surrender it to the Bank upon the Bank's request. You agree that the Debit Card is non-transferable.

**11. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, texting a message to a mobile telephone number that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices such as notice and receipt of transfers as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notices by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us at Northwest Bank, Bill Payment Services, 800 State St, 2<sup>nd</sup> Floor, Erie PA 16501. We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

**12. Ownership.** I agree that the Debit Card/ATM Card is your property and I will surrender it to you upon your request. I agree that the Debit Card/ATM Card is non-transferable.

**13. Disclosures.** I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Funds Transfer Act and a copy of this Agreement. I also acknowledge my receipt of the Deposit Account Agreement and Disclosure, the Funds Availability Disclosure, Protecting the Privacy of Customer Information and all material disclosures regarding my accounts.

**14. Limitations on the Use of My Northwest Debit Card/ATM Card.** I understand that the amounts which I may withdraw each day from my account(s) at ATMs or Merchant (Point-of-Sale (POS)) terminals that you inform me are available for my use are as follows:

	<u>Debit Card</u>	<u>ATM Card</u>
ATM Limit.....	\$819	\$510
POS Limit .....	\$10,000	Not Available
Overall Limit.....	\$10,819	\$510
POS Return Limit.....	\$10,000	Not Available

I understand that all transactions are subject to the availability of the funds in my account(s).