

## Details of Rate, Fee and Other Cost Information

Account terms are not guaranteed for any period of time. All terms, including fees and APRs for new transactions, may change in accordance with the Cardholder Agreement and applicable law based on information in your credit report, market conditions, business strategies, or for any reason. Please review all of these materials so that you are fully informed about the terms of this credit card offer.

| Interest Rates and Interest Charges                                       |   |
|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>15.99% - 21.99%</b> When you open your account, based on creditworthiness.   |
| <b>APR for Balance Transfers</b>  | <b>15.99% - 21.99%</b> When you open your account, based on creditworthiness.   |
| <b>APR for Cash Advances</b>  | <b>21.99%</b>   |
| <b>Penalty APR and When It Applies</b>                                    | <ul style="list-style-type: none"> <li>This APR may be applied to your account if you: Are late paying your account at least 60 Days.</li> <li><b>How long will the Penalty APR apply?:</b> If your APRs are increased for any reason, the Penalty APR may apply indefinitely.</li> </ul> |
| <b>Paying Interest</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. We will begin charging interest on cash advances and balance transfers on the transaction date.      |
| <b>Minimum Interest Charge</b>  | If you are charged interest, the charge will be no less than <b>\$0.50</b> .  |
| <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>Annual Fee:</b>  | <b>None</b>   |
| <b>Transaction Fees:</b>  |   |
| Balance Transfer Fee  | Either <b>\$10.00</b> or <b>3%</b> of the amount of each transfer, whichever is greater   |
| Cash Advance Fee  | Either <b>\$10.00</b> or <b>3%</b> of the amount of each cash advance, whichever is greater   |
| Foreign Transaction Fee   | <b>1%</b> of each transaction in U.S. dollars   |
| <b>Penalty Fees:</b>  |   |
| Late Payment Fee  | <b>Up to \$35.00</b>  |
| Over Limit Fee  | <b>None</b>   |
| Returned Payment Fee  | <b>Up to \$25.00</b>  |
| Stop Payment Fee  | <b>Up to \$25.00</b>  |
| <b>Other Fees:</b>  |   |
| Telephone Payment Fee   | <b>\$10.00</b> when payment is made using a Customer Service Representative   |

**How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)."**

### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents or ask you questions to further confirm your identity.



**CURRENT ACCOUNT INFORMATION**

Current Account information is available by mailing us at Northwest Bank, Credit Card Programs, PO Box 788, Warren, Pennsylvania 16365 or call toll free: (877) 300-5768.

Review

# INITIAL DISCLOSURES

## **1. Finance Charge Calculation Method**

**Cash Advances:** The Finance Charge on Cash Advances is calculated in accordance with Method A - Average Daily Balance (including current transactions) which is described as follows: The Finance Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances.

**Purchases:** The Finance Charge on Credit Purchases is calculated in accordance with Method G - Average Daily Balance (including current transactions) which is described as follows: To avoid incurring an additional Finance Charge on Purchases reflected on your monthly statement and, on any new Purchases appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances.

### **2a. Periodic Rate:**

**Purchase and Balance Transfer Annual Percentage Rate: 15.99% - 21.99% based on your creditworthiness at the time of opening the account.**

**Cash Advance Annual Percentage Rate: 21.99%.**

The rate is divided by 12, the number of months in a year, to determine the periodic rate.

**Purchases and Balance Transfers:** The Periodic Rate used to compute the FINANCE CHARGE for Purchases and Balance Transfers is 1.33250% to 1.83250% per month. The corresponding Annual Percentage Rate is 15.99% to 21.99%.

**Cash Advances:** The Periodic Rate used to compute the FINANCE CHARGE for Cash Advances is 1.83250% per month. The corresponding Annual Percentage Rate is 21.99%.

### **2b. Non-Standard Default Interest Rate**

An account is considered in default should you fail to comply with any of the terms of this Agreement. In the event of bankruptcy, insolvency, incompetency, fraud or any other default event listed in the Agreement, we may close your account and if your payment becomes 60 days late in part or in full, we may raise your interest rate on all balances, including those that qualified for the Introductory Offer, to the legal maximum allowed. **The maximum Annual Percentage Rate would be 21.99%.** Your former interest rate will be reinstated if your total minimum monthly payment is paid on time for six (6) consecutive months.

## **3. Minimum Periodic Payment**

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due will always equal at least \$25.00. Subject to this limitation, your Total Minimum Payment Due is calculated as the sum of the following, rounded up to the nearest dollar: (1) 2.0% of the New Balance (2) any Over Limit Amount (3) any Past Due Amount. The Total Minimum Payment Due will not be greater than your New Balance Total. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

#### **4. Other Charges:**

**Returned Payment Fee:** If any check or other instrument given for payment on the Card account is dishonored for any reason, a processing fee of up to **\$25.00** may be imposed.

**Stop Payment Fee:** A fee of up to **\$25.00** will be charged to your account for any request to stop payment on a check issued against your account.

**Copy Charge:** A request for a copy of any of your account records will result in a fee of **\$3.00** per copy being assessed against your account unless it is a disputed item.

**Research Fee:** A fee of **\$25.00** per hour will be assessed for time spent in researching something requested on your account. The minimum Research Fee assessed will be **\$25.00**.

**Telephone Transfer Fee:** Telephone payments made with a customer service representative will incur a fee of **\$10.00**.

**Express Mail Fee:** Requests for a rush delivery of cards will incur a fee of **\$35.00** for express delivery service. Cards sent express mail will be received within one to two business days. This fee will be added to your account balance.

**International Service (ISA) Fee:** An ISA fee of **1%** of the transaction amount may be assessed on all international transactions. A third party processor retains this **1%** as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

#### **5. Security Interests**

For this Secured credit card, you will execute a written agreement granting a security interest in an account (certificate of deposit) held by issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to issuer arising from the use of your Card. The collateral held in your deposit account is not a substitute for payment of this account and you are bound by the terms and conditions contained within these Disclosures and your Cardholder Agreement. The limit on your Secured credit card may not exceed the funds, held as collateral, in your deposit account. If, at any time, you close or withdraw the collateral funds held in your deposit account without our prior authorization, we may suspend or close your account or otherwise terminate your right to use your account.

#### **6. Billing Errors/Cardholder's Rights**

See separate statement enclosed entitled "Your Billing Rights" for important information regarding your rights to dispute billing errors.

#### **7. Military Lending Act**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

If you wish to be provided an oral disclosure, this may be obtained by contacting us, toll free, at: (888) 784-6313.

# Northwest Bank Cardholder Agreement

## SECTION 1: INTRODUCTORY CONTRACT PROVISIONS

**Your Contract:** This document, and any future changes to it, is your contract with us and will govern your "Account". We will refer to this document as your "Cardholder Agreement" or "Agreement." It consists of this document, "Initial Disclosures" (which will be received with your card carrier) and other documents that we may refer to as part of this Agreement. These terms also include any changes we may make to this document from time to time. By activating and/or using your credit card account, you agree to all terms and conditions contained herein, as well as changes that may be made from time to time.

**Parties to Agreement:** "We," "us," and "our" refer to Northwest Bank. "You," "your," and "yours" refer to any person (a) whose name appears on a Card or Statement or who uses this Account, or (b) who otherwise agrees to be liable on the Account.

**Changes in Terms:** *We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement.* All amendments will comply with the applicable notice requirements of federal and state law that are in effect at that time.

**The reasons we may amend this Agreement include the following:**

1. Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
2. Changes related to your individual credit history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each.
3. Changes to overall economic and market trends, product design, and business needs.

If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

**Definitions:** In addition to other terms defined throughout the Agreement, the following terms have the meaning indicated in this Section:

|                            |  |
|----------------------------|--|
| <b>APR</b>                 | means Annual Percentage Rate.  |
| <b>Billing Cycle</b>       | means a period of about one (1) month ending on a billing date.  |
| <b>Card</b>                | means a Northwest Bank credit card issued on your Account.   |
| <b>Check</b>               | means a check drawn on your Account.   |
| <b>Unauthorized Charge</b> | means a transaction made on your Account by a person, other than any one of you, who does not have actual, implied or apparent authority to make such transaction, and from which none of you receive any benefit. |
| <b>Statement</b>           | means an Account billing statement.  |

## SECTION 2: USE OF YOUR ACCOUNT

**Consumer Account:** In addition to any other contractual or legal restrictions, the use of your Account is a Consumer Account and is not permitted to be used for business purposes.

**Legal Transactions and Other Account Limitations:** You may not use this account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. 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.

**Credit Line and Cash Limit:** Your Account has a credit line "Line" shown on your card carrier or Statement. You will not allow your Account balance to exceed the amount of this Line. We may change your Line or Cash Limit at any time. We may, but are not required to, approve transactions that exceed your available Credit Limit. The entire credit line 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 ATMs have a daily maximum of \$510 including ATM fees.

**Authorizations:** Some transactions require our prior authorization. We may limit the number of authorizations we give in a day. We may deny authorizations if you are in default (as defined under the Default Section), if we suspect fraudulent activity, or for other reasons. We are not liable for any failure to authorize a transaction. You are liable for any transaction we authorize even if we should not have authorized it because you are or would be in default as a result of the transaction. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

**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.

**Recurring Transactions:** 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 credit 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 credit 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 Customer Service Department at (877) 672-5678. Opt-out of the Visa Account Updater Service does not preclude Northwest from providing new Account or credit card numbers to merchants by other means.

**Use of Your Credit Card 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 computer. 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 credit card Account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your credit card.

**Transactions Made in Foreign Currencies:** If you make a transaction in a foreign currency (including, for example, online purchases from foreign merchants), the transaction will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Transactions made in foreign currencies may be subject to an International Transaction Fee.

### **SECTION 3: TYPES OF TRANSACTIONS**

You may obtain credit in the form of **Purchases, Balance Transfers, and Cash Advances**, by using cards, access checks, an account number, or other credit devices. Cards are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Cardholder Agreement. An access check is a check we provide to you to obtain credit on this account. All access checks include an expiration date printed at the top. We will honor access checks received for payment before the expiration date printed on the check, provided your account is open and in good standing, with available credit. Access checks without a printed expiration date will not be honored. You must sign your card before using it to help protect your Account from unauthorized use. However, your liability under Section 6 does not depend on whether you sign your card

**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";
3. make a transaction that is not otherwise a Cash Advance.

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.

**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.

**Cash Advances:** A cash advance is the use of your account for a loan in the following ways:

1. **Check Cash Advance:** by an access check "Check" you sign as drawer.
  - a. We may reject and return unpaid a Check you write because:
    - 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.
2. **Bank Cash Advance:** by loans accessed in the following manner:
  - a. **ATM Cash Advance:** at an automated teller machine;
  - b. **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);
3. **Overdraft Protection:** by funds transfer to cover an overdraft on a deposit account which you have enrolled in this service.
  - a. We may choose not to cover an overdraft because:
    - i. Your available Line or Cash Limit has been or would be exceeded by the transfer of funds at the time the account is overdrafted;
    - ii. Your Account is blocked, closed or suspended;
    - iii. Your Account is not activated; or
    - iv. You are in default or would be if we completed the transfer of funds.

Cash Advances include Transaction Fees and adjustments associated with any Cash Advance.

All Bank Cash Advances are subject to the Credit Line. For more information on credit lines, please refer to the section titled *Credit Line and Cash Limit* within this Agreement.

#### **SECTION 4: FINANCE CHARGES**

**Grace Period:** We do not charge any periodic Finance Charges on your new Purchases if:

1. You pay your New Balance in full by your Payment Due Date; or
2. Your previous New Balance was zero or a credit balance.

There is no grace period for Cash Advances and Balance Transfers.

**Paying Interest:** 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. We will begin charging interest on cash advances and balance transfers on the transaction date.

**Billing Cycle:** A billing cycle is a time period that ends on a Statement Closing Date "Closing Date" determined by us and

begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

**Calculation and Billing of Interest Charges:** The Interest Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the cycle. We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances.

**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.

**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 highest prime rate published in the Money Rates Section of *The Wall Street Journal* in effect on the first 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 first day of your Billing Cycle that ends in the calendar month following the Index Date. 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.

**Fixed Rate Information:** If you have a fixed rate account, the periodic rate used to compute the finance charge for Credit Purchases and Cash Advances and the corresponding "Annual Percentage Rate" are outlined in your Initial Disclosures.

**Changes in Rates:** Your APR may be reviewed from time to time and we may, at any time, choose to modify your rate. If we modify your rate, we will provide you with written notice at least forty-five (45) days in advance. Any changes in these terms, including, changes in the Annual Percentage Rate and the periodic rate shall be effective with respect to any balances then outstanding as well as to future Credit Purchases and Cash Advances.

**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 a Promotional or Introductory Offer, all transactions and balances, including purchases, will be charged interest.

**Rates for Protected Balances:** When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

**Minimum Purchase Finance Charge:** Whenever the Purchase balance is subject to a periodic Finance Charge, we will charge the greater of that periodic Finance Charge or the Minimum Finance Charge for Purchases shown in your Initial Disclosures.

**Cash Advance and Balance Transfer Fees:** For each Cash Advance, we will charge the Cash Advance Fees shown on your Initial Disclosures, rounded to the next highest cent, and add the fee to the Cash Advance balance on the transaction date. Balance Transfers and Promotional Balances will also incur these Cash Advance Fees unless we state otherwise in our offer.

## **SECTION 5: FEES AND OTHER CHARGES**

We may charge the following fees and other charges on your account. These fees may or may not be applicable. See your Initial Disclosures for specific fee amounts for your account.

1. **Balance Transfer Fee:** A Balance Transfer Fee will be assessed for each creditor that we pay off with this account.
2. **Annual Fee:** If an Annual Fee applies to your Account, it will be assessed each year in the month of account opening. If this fee applies to your account, it will be assessed if your account is open or if you maintain a balance, whether or not you have active charging privileges.



3. **Late Fee:** A Late Fee will be assessed if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee.
4. **Over limit Fee:** Each time you attempt to make a charge which results in your outstanding balance (including pending authorizations) exceeding your credit line, Northwest Bank may choose to approve or deny the transaction at our own discretion. An Over Limit fee may apply if these transactions are approved. The Over Limit Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee.
5. **Returned Payment Fee:** A Returned Payment Fee will be assessed for any payment on your Account that is returned unpaid. The Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee, and will never exceed the amount of the payment being returned.
6. **Stop Payment Fee:** A Stop Payment Fee will be assessed for any request made to stop payment on a Check unless we have posted the Check to your Account before your request.
7. **Copy Charge:** A Copy Charge will be assessed if you request a copy of a Statement, sales draft, Check, or other record of your Account, other than a request related to a billing dispute you may assert against us, pursuant to applicable law.
8. **Research Fee:** A Research Fee will be assessed for our time researching something requested on your Account, other than for a billing dispute you may assert against us, pursuant to applicable law.
9. **Telephone Transfer Fee:** A Telephone Transfer Fee will be assessed for Telephone Payments processed by a Customer Service Representative.
10. **Express Mail Fee:** An Express Mail Fee will be assessed if you request rush delivery of a card.

**Fee Amounts:** The amount of applicable Fees on your Account are listed on your Initial Disclosures and added to the Purchase balance of the Account on the date they are assessed.

## **SECTION 6: YOUR LIABILITY**

**Liable Parties:** All persons who initially or subsequently request, are granted, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. You will be liable for the full balance due on the Account whether or not your name appears on the Statement. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.

**Other Users of the Account:** If you are not a Liable Party and you use this Account, you are liable for each transaction you make on the Account plus any Finance Charges, Other Fees and Charges and expenses provided in this Agreement and related to such transactions. If you are an Authorized User (as defined in Section 8), your liability does not relieve any Liable Party under this Agreement from liability for the Authorized User's transactions until paid.

## **SECTION 7: YOUR PAYMENTS**

**Promise to Pay:** You promise to pay us the amounts of all Transactions on your Account for which you are liable under Section 6 or by law, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your account.

**Payments to Your Account:** You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We may reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. If we choose to accept payments made in foreign currency or checks drawn on non-U.S. financial institutions, we may impose service and collection charges. Our determination of service and collection charges will be final. We are not required to accept any payment that we deem to require special handling. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

**Total Minimum Payment Due:** You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due will always equal at least \$25.00. Subject to this limitation, your Total Minimum Payment Due is calculated as the sum of the following, rounded up to the nearest dollar: (1) 2.0% of the New Balance (2) any Over Limit Amount (3) any

Past Due Amount. The Total Minimum Payment Due will not be greater than your New Balance Total. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

**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 on 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.

**2. Payments Made in Any of Our Branch Locations**

- 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.

**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:** That physical checks mailed by a Bill Payer do not meet all of the above criteria for Mail Payments and will be treated as a non-conforming payment.

**ACH Payments:** 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.

**How We Allocate Your Payments:** Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

**Other Payment Terms:** 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.

**Default:** Your Account is in default if you fail to comply with any of the terms of this Agreement including, incompetency, bankruptcy, insolvency, fraud, misrepresentation and in the event of your death. If you are in default, we may close your Account without notice, and you must immediately pay your unpaid balance. 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.

**SECTION 8: OTHER IMPORTANT INFORMATION**

**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.

**Authorized Users:** If you permit any person to use your card, access checks, account number, 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. Authorized users of this account may have the same access to information about the account and its users as the account holders. 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. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending or otherwise intentionally making your card, account number, or credit device accessible to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. 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. An authorized user's authority will continue until you notify us that you are terminating the authority and you physically retrieve the card or other credit device.

**Credit Information:** We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your accounts. You will provide updated financial information upon our request. In addition, we may report information about you to credit reporting agencies. You have the right to dispute the accuracy of information we have reported. 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.

**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. We may elect to not honor any access check which is written after the expiration date printed on that check. You may close your 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, access 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.

**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.

**Lost or Stolen Cards and Checks:** If your Card or Checks are lost or stolen, or if you think your Account is being used without your permission, you must notify us immediately by calling the "Lost or Stolen Card" number on your Statement.

**Unauthorized Use of Your Account:** Please notify us immediately of the loss, theft, or possible unauthorized use of your account toll free, at: (888) 999-3359 or (531) 233-6393.

**Dispute Assistance:** If you disagree with a transaction on your Statement or have a dispute with a merchant as a result of the transaction, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss.

**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 behalf of Northwest Bank. 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 Northwest Bank, any of its affiliates, or its 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.

**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.

**Enforceability:** Our failure to exercise any of our rights under this Agreement will not waive any of our rights in the future. If any terms of this Agreement are found to be unenforceable; all other provisions will remain in full force.

## **SECTION 9: REGULATIONS AND GOVERNING LAW**

**Regulation Z Initial Disclosure:** You acknowledge receiving from us your Initial Disclosures required by Truth-in-Lending Regulation Z and agree that terms contained in your Initial Disclosures apply to your use of the card.

**Governing Law: THIS AGREEMENT IS GOVERNED BY APPLICABLE PENNSYLVANIA AND FEDERAL LAW.** This Agreement is made in Pennsylvania and we extend credit to you from Pennsylvania. This Agreement is governed by the laws of the State of Pennsylvania (without regard to its conflict of laws principles) and by any applicable federal laws.

**Ohio Residents:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

**New York Residents:** Northwest Bank may obtain at any time your credit reports for any legitimate purpose associated with the account or the application or request for an account including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer-reporting agency furnishing the report. New York residents may contact the New York state department of financial services by telephone at (800) 342-3736 or visit its website [www.dfs.ny.gov](http://www.dfs.ny.gov) for free information on comparative credit card rates, fees and grace periods.

## **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

You may also contact us on the Web: [www.northwest.com](http://www.northwest.com). Log in to Northwest Internet Banking and go to the credit card portal.

### **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 or electronically. 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 or electronically at:**

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

You may also contact us on the Web: [www.northwest.com](http://www.northwest.com). Log in to Northwest Internet Banking and go to the credit card portal.

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.