

# CLASSIC ACCOUNT AGREEMENT Rs/3/0

## NOTICE:

The following terms and conditions govern the use of MasterCard® or Visa® Accounts ("Account") issued by The National Bank of Oak Harbor ("Issuer"), Oak Harbor, Ohio. **\*\*\*See reverse side for important information regarding your rights to dispute billing errors.**

1. **RESPONSIBILITY.** By signing the credit application or by using or permitting others to use the Account number, Customer named therein accepts these terms and conditions and assumes responsibility for all credit extended through use of the Account, except as hereinafter provided. Any Card remains the property of Issuer and shall be surrendered upon Issuer's request. The Account and its privileges are not transferable by Customer and may be canceled and revoked by Issuer at any time for any lawful reason without notice. Issuer reserves the right, upon written notice mailed to Cardholder, to terminate Account privileges upon determination of the marital separation or termination of marriage of joint Accountholders or at any such time the Issuer determines itself to be at a financial risk.

2. **SIGN THE SIGNATURE PANEL.** Card regulations require cards to be signed by the authorized user. Merchants should not accept unsigned cards.

3. **LIMITED LIABILITY FOR UNAUTHORIZED USE.** You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify the Issuer of the loss, theft or possible unauthorized use of your Account. Telephoning is the best way to limit your loss. Call **Card Service Center** anytime at **1-800-876-9119** or The National Bank of Oak Harbor during business hours of Mon-Fri, 8:30-5:00, except holidays.

Phone: **419-898-5741** or toll-free **1-877-311-8517**

Or write: **The National Bank of Oak Harbor**

**P. O. Box 110**

**Oak Harbor, OH 43449**

If you believe your account or card has been lost or stolen and you tell us within 2 business days of learning of the loss or theft, your liability will not exceed the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use of the Account before you notify us as described above. If you do not tell us within 2 business days *AND* we can prove we could have prevented someone from using your account had you told us, you could lose up to \$500. If you do not tell us of an unauthorized charge within 60 days of the mailing date of the statement on which it appeared, you may not be credited for any loss after the 60 days if we can prove we could have stopped the unauthorized use of your account. A good reason (such as a hospital stay) may extend these time periods.

4. **ANNUAL PERCENTAGE RATE.** The FINANCE CHARGE on Purchases and Cash Advances will be computed by applying a Periodic Rate of 1.325% per month, which is an ANNUAL PERCENTAGE RATE of 15.9% on the respective Average Daily Balance for Purchases and Cash Advances. Cash Advance Fees imposed during the billing cycle will increase the ANNUAL PERCENTAGE RATE for that cycle. The maximum rate of FINANCE CHARGE permitted under Ohio Revised Code Sections 1107.27(D) and 1107.261 for Purchases and Cash Advances is 2.0833% per month or 25% per year.

5. **FINANCE CHARGE.** The FINANCE CHARGE is applied to Customer's Average Daily Balance and is determined by multiplying the monthly Periodic Rate times the Average Daily Balance(s), both of which, if applicable, will be disclosed on the face of the statement. The Average Daily Balance is the sum of the outstanding balances for each day of the billing cycle divided by the number of days in the billing cycle, computed separately for Cash Advances and for Purchases, excluding unpaid FINANCE CHARGES and, if the Purchases Previous Balance was paid in full on or before the applicable Payment Due Date, also excluding new Purchases posted to the Account during the billing cycle and the Purchases Previous Balance. In determining the Average Daily Balance, Issuer may apply payments in

such order and manner as Issuer may from time to time determine. To determine Total Finance Charges on cash advances during the billing cycle, the monthly finance charge is added to the total of all cash advance fees imposed during the billing cycle. **FINANCE CHARGES are incurred on Cash Advances from the date the money is advanced until payment in full is received.**

## 6. SCHEDULE OF FEES.

(a) **Reissue Fee / Annual Fee.** Accountholder agrees to pay Issuer an annual fee in the amount of \$15.00 in consideration of the benefits and services thereby made available to Accountholder other than extensions of credit. Such Annual Fee will be charged irrespective of whether FINANCE CHARGE is incurred on the Account, and no FINANCE CHARGE incurred will be credited in whole or in part to payment of the Annual Fee. The Annual Fee is payable in advance for each year and will be charged to the Account annually while the account remains open. No refund of any part of the Annual Fee will be made in the event of cancellation of the Account for any reason except as provided in any renewal disclosure. This fee may be waived for NBOH deposit accountholders; however, the fee may be imposed should deposit accounts be closed.

(b) **Late Charge.** If payment of at least the amount of the minimum required payment is not received by the payment due date, a Late Payment Charge of \$25.00 will be imposed.

(c) **Returned Payment Fee.** If any check or other instrument given for payment is dishonored for any reason, a Returned Payment Fee of \$25.00 will be imposed.

(d) **Cash Advance Fee.** Accounts are subject to a FINANCE CHARGE in the form of a Cash Advance Fee. A \$10.00 fee will be applied to each transaction for Cash Advances and will increase the Annual Percentage Rate during the billing cycle in which it is imposed.

(e) **Document Fee.** If a copy of any monthly statement, sales draft, or similar document is provided by Issuer at Customer's request (other than in connection with billing error inquiries or resolution), a fee in the amount of \$5.00 will be imposed for each copy.

(f) **International Transaction Fee.** Purchases and Cash Advances occurring and billed in foreign countries are billed to accountholder in U.S. dollars. Foreign currency is converted to U.S. dollars using a rate that is either a 1) government mandated rate or 2) a wholesale rate determined by MasterCard or Visa for the cycle in which the transaction is processed (which may differ from the purchase or posting date) increased by an adjustment factor established by MasterCard or Visa. Such adjustment factor is passed on to the accountholder as an International Transaction Fee of 2% of the U.S. dollar amount.

## 7. PERIODIC STATEMENT AND PAYMENT SCHEDULE.

Issuer will send to Customer a statement for each billing cycle in which the Total New Balance for Purchases and Cash Advances exceeds \$1.00 on the last day of the billing cycle. Customer must pay at least the minimum payment due disclosed on the statement. The minimum payment will be set at \$20.00 or 3% of the outstanding loan balance, whichever is greater (or any portion of the agreed payment amount that is necessary to pay in full) plus all amounts listed as "Past Due" on the Account, which may also include indebtedness which exceeds the Credit Limit. Payments in excess of the minimum payment amount or additional payments may be made at any time but shall not affect Customer's obligation to pay succeeding monthly payments so long as any amount is due and owing on the Account. FINANCE CHARGES on the Purchases New Balance disclosed on any monthly statement may be avoided by payment in full of the Total New Balance prior to the Payment Due Date as disclosed on the monthly statement. If not so paid, FINANCE CHARGES will be incurred on the principal portion of the Purchases New Balance as of the Statement Closing Date as disclosed on the monthly statement, and FINANCE CHARGES will be incurred on the New Purchases posted to the Account during the next billing cycle as of the date of posting of each.

# GOLD ACCOUNT AGREEMENT Rs/3/0

The following terms and conditions govern the use of Gold MasterCard® Accounts ("Account") issued by The National Bank of Oak Harbor ("Issuer"), Oak Harbor, Ohio.

## **NOTICE:**

\*\*\*See reverse side for important information regarding your rights to dispute billing errors.

1. **RESPONSIBILITY.** By signing the credit application or by using or permitting others to use the Account number, Customer named therein accepts these terms and conditions and assumes responsibility for all credit extended through use of the Account, except as hereinafter provided. Any Card remains the property of Issuer and shall be surrendered upon Issuer's request. The Account and its privileges are not transferable by Customer and may be canceled and revoked by Issuer at any time for any lawful reason without notice. Issuer reserves the right, upon written notice mailed to Cardholder, to terminate Account privileges upon determination of the marital separation or termination of marriage of joint Accountholders or at any such time the Issuer determines itself to be at a financial risk.

2. **SIGN THE SIGNATURE PANEL.** Card regulations require cards to be signed by the authorized user. Merchants should not accept unsigned cards.

3. **LIMITED LIABILITY FOR UNAUTHORIZED USE.** You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify the Issuer of the loss, theft or possible unauthorized use of your Account. Telephoning is the best way to limit your loss. Call **Card Service Center** anytime at **1-800-876-9119** or The National Bank of Oak Harbor during business hours of Mon-Fri, 8:30-5:00, except holidays.

Phone: **419-898-5741** or toll-free **1-877-311-8517**

Or write: **The National Bank of Oak Harbor**

**P. O. Box 110**

**Oak Harbor, OH 43449**

If you believe your account or card has been lost or stolen and you tell us within 2 business days of learning of the loss or theft, your liability will not exceed the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use of the Account before you notify us as described above. If you do not tell us within 2 business days *AND* we can prove we could have prevented someone from using your account had you told us, you could lose up to \$500. If you do not tell us of an unauthorized charge within 60 days of the mailing date of the statement on which it appeared, you may not be credited for any loss after the 60 days if we can prove we could have stopped the unauthorized use of your account. A good reason (such as a hospital stay) may extend these time periods.

4. **ANNUAL PERCENTAGE RATE.** The FINANCE CHARGE on Purchases and Cash Advances will be computed by applying a Periodic Rate of 1.158% per month, which is an ANNUAL PERCENTAGE RATE of 13.9% on the respective Average Daily Balance for Purchases and Cash Advances. Cash Advance Fees imposed during the billing cycle will increase the ANNUAL PERCENTAGE RATE for that cycle. The maximum rate of FINANCE CHARGE permitted under Ohio Revised Code Sections 1107.27(D) and 1107.261 for Purchases and Cash Advances is 2.0833% per month or 25% per year.

5. **FINANCE CHARGE.** The FINANCE CHARGE is applied to Customer's Average Daily Balance and is determined by multiplying the monthly Periodic Rate times the Average Daily Balance(s), both of which, if applicable, will be disclosed on the face of the statement. The Average Daily Balance is the sum of the outstanding balances for each day of the billing cycle divided by the number of days in the billing cycle, computed separately for Cash Advances and for Purchases, excluding unpaid FINANCE CHARGES and, if the Purchases Previous Balance was paid in full on or before the applicable Payment Due Date, also excluding new Purchases posted to the Account during the billing cycle and the Purchases Previous Balance. In determining the Average Daily Balance, Issuer may apply payments in

such order and manner as Issuer may from time to time determine. To determine Total Finance Charges on cash advances during the billing cycle, the monthly finance charge is added to the total of all cash advance fees imposed during the billing cycle. **FINANCE CHARGES are incurred on Cash Advances from the date the money is advanced until payment in full is received.**

## 6. **SCHEDULE OF FEES.**

(a) **Reissue Fee / Annual Fee.** Accountholder agrees to pay Issuer an annual fee in the amount of \$30.00 in consideration of the benefits and services thereby made available to Accountholder other than extensions of credit. Such Annual Fee will be charged irrespective of whether FINANCE CHARGE is incurred on the Account, and no FINANCE CHARGE incurred will be credited in whole or in part to payment of the Annual Fee. The Annual Fee is payable in advance for each year and will be charged to the Account annually while the account remains open. No refund of any part of the Annual Fee will be made in the event of cancellation of the Account for any reason except as provided in any renewal disclosure. This fee may be waived for NBOH deposit accountholders; however, the fee may be imposed should deposit accounts be closed.

(b) **Late Charge.** If payment of at least the amount of the minimum required payment is not received by the payment due date, a Late Payment Charge of \$25.00 will be imposed.

(c) **Returned Payment Fee.** If any check or other instrument given for payment is dishonored for any reason, a Returned Payment Fee of \$25.00 will be imposed.

(d) **Cash Advance Fee.** Accounts are subject to a FINANCE CHARGE in the form of a Cash Advance Fee. A \$10.00 fee will be applied to each transaction for Cash Advances and will increase the Annual Percentage Rate during the billing cycle in which it is imposed.

(e) **Document Fee.** If a copy of any monthly statement, sales draft, or similar document is provided by Issuer at Customer's request (other than in connection with billing error inquiries or resolution), a fee in the amount of \$5.00 will be imposed for each copy.

(f) **International Transaction Fee.** Purchases and Cash Advances occurring and billed in foreign countries are billed to accountholder in U.S. dollars. Foreign currency is converted to U.S. dollars using a rate that is either a 1) government mandated rate or 2) a wholesale rate determined by MasterCard or Visa for the cycle in which the transaction is processed (which may differ from the purchase or posting date) increased by an adjustment factor established by MasterCard. Such adjustment factor is passed on to the accountholder as an International Transaction Fee of 2% of the U.S. dollar amount.

## 7. **PERIODIC STATEMENT AND PAYMENT SCHEDULE.**

Issuer will send to Customer a statement for each billing cycle in which the Total New Balance for Purchases and Cash Advances exceeds \$1.00 on the last day of the billing cycle. Customer must pay at least the minimum payment due disclosed on the statement. The minimum payment will be set at \$20.00 or 3% of the outstanding loan balance, whichever is greater (or any portion of the agreed payment amount that is necessary to pay in full) plus all amounts listed as "Past Due" on the Account, which may also include indebtedness which exceeds the Credit Limit. Payments in excess of the minimum payment amount or additional payments may be made at any time but shall not affect Customer's obligation to pay succeeding monthly payments so long as any amount is due and owing on the Account. FINANCE CHARGES on the Purchases New Balance disclosed on any monthly statement may be avoided by payment in full of the Total New Balance prior to the Payment Due Date as disclosed on the monthly statement. If not so paid, FINANCE CHARGES will be incurred on the principal portion of the Purchases New Balance as of the Statement Closing Date as disclosed on the monthly statement, and FINANCE CHARGES will be incurred on the New Purchases posted to the Account during the next billing cycle as of the date of posting of each.

## **CLASSIC AND GOLD ACCOUNTS**

8. **CREDIT INVESTIGATION.** Customer authorizes Issuer at any time to make credit investigations that are deemed necessary in Issuer's discretion and agrees to furnish financial statements that may be requested at any time and in sufficient detail as Issuer may require.

9. **PAYMENTS.** Customer may use the Account to obtain credit for Cash Advances from The National Bank of Oak Harbor. Customer will not incur charges to the Account that exceed the maximum credit authorized by Issuer. In the event Customer incurs charges in amounts exceeding such maximum authorized credit, Customer shall pay immediately the amount by which the Total New Balance exceeds such maximum authorized credit. Customer agrees to pay, in accordance with billings, indebtedness incurred for Purchases, Cash Advances and applicable FINANCE CHARGE, and such of the Annual Membership Fee/Reissue Fee, Bad Check Fee, Document Fee, Late Charge, and/or Cash Advance Fee as are imposed from time to time pursuant to these terms and conditions, and in the event of Customer's breach or default in the performance of these terms and conditions, all additional costs and expenses incurred by Issuer resulting therefrom. Issuer has no responsibility for the refusal of any seller to honor the Account, or for merchandise or services purchased through the use of the Account. All payments by Customer will be made in U.S. dollars.

10. **DEFAULT.** The Account balance will, at Issuer's option, become immediately due and payable, without notice, in the event that (a) Customer dies or becomes bankrupt or insolvent, or (b) Customer fails to make payments due on the Account, incurs charges for Purchases and Cash Advances which exceed the maximum authorized credit, or otherwise breaches these terms and conditions, or (c) Issuer receives information which causes it to believe Customer is unwilling or unable to perform under these terms and conditions, or (d) attachment or garnishment proceedings are instituted against Customer. Failure by Issuer to assert any rights hereunder shall not waive such rights.

11. **SECURITY.** If Cardholder has other loans from Issuer or takes out other loans with Issuer in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure the obligation under this agreement even if Issuer has or later acquires a security interest in Cardholder's household goods or dwelling. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including attorney's fees and court costs except as prohibited by law.

12. **AMENDMENT.** Issuer may amend or modify these terms and conditions at any time, effective forty-five (45) days after written notice thereof is mailed to Customer. Any changes in these terms and conditions, including without limitation, 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 Purchases and Cash Advances. Issuer may, at its sole discretion, waive imposition of the Annual Membership Fee, Reissue Fee, Bad Check Fee, Document Fee, Late Charge, or Cash Advance Fee, or any other provision(s) of these terms and conditions; however, Issuer shall have no obligation to do so, and any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the non-observance of the same or any other provision of these terms and conditions on any other or future occasion.

13. **CANCELLATION.** Customer may cancel this Agreement upon notification in writing to the Issuer, which notice must include any unexpired cards that have been issued. If the Account is canceled, Customer shall remain responsible for paying all amounts due prior to cancellation including amounts not yet billed.

14. A MasterCard or Visa may not be used for any illegal transaction.

15. Except to the extent superseded by Federal Law, this Agreement shall be subject to and interpreted under the laws of the State of Ohio.

## **YOUR BILLING RIGHTS**

### **Keep this Notice for Future Use**

*It contains important information about your rights and our responsibilities under the Fair Credit Billing Act.*

### **HOW TO NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL:**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible; we must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your Name and Account Number.
- The dollar amount of the suspected error.
- Describe the error and explain clearly why you believe it is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.**

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

### **SPECIAL RULE FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with any credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.