

# Charge Card Center

## Credit Card Agreement

- 1. DEFINITIONS:** Read the definitions listed below. They apply whenever we use these words in this agreement. "We", "us" and "our" mean Eaton National Bank & Trust Company. Charge Card Center is a division of Eaton National Bank & Trust Company. "You and "your" mean the person or persons who sign an application for a credit card account. "Account" means your VISA or Mastercard credit card account with us. "Card" or "Cards" means the credit card or cards we issue to you for your account. The word "Card" can mean one or more credit cards.
- 2. YOU AGREE TO THE TERMS OF THIS AGREEMENT:** By applying for a Card, you agree to all of the terms of this Agreement. If you do not like the terms of this Agreement, you may rescind this Agreement by cancelling your Account before you use a Card.
- 3. SIGN THE CARD:** You must sign the card in order to use it.
- 4. PAYMENT FOR PURCHASES, CHARGES, FEES AND COLLECTION COSTS:** You promise to pay for all purchases you make and for all cash advances you charged to your Account. If you let someone use your Account, you must pay for their purchases and cash advances too. If you have let someone else use your Account and you want to stop letting that person use your Account, you must let us know in writing. If he or she has a Card, you must return that Card with your written notice. If more than one person signed the application for a Card, each of you is responsible for paying us for all purchases and cash advances charged to the Account. That means we may collect money from each of you or from all of you for all purchases and cash advances charged to the Account. Each of you are responsible for paying all Finance Charges and any other charges on your Account. If we sue to collect money you owe us, we may charge you for court costs and for attorney fees to the extent permitted by law.
- 5. LOST OR STOLEN CARD:** If a Card is lost or stolen, you must tell us at once. You should also tell us if you think someone used a Card without your permission. You must either write us a letter or call us at the address and phone number shown on your statement.
- 6. CREDIT LIMIT:** Your Credit Limit is the maximum amount we allow you to owe us at any time. We will tell you the amount of your Credit Limit. You promise not to use the Account if you owe us more than your Credit Limit. If you do use the Account for more than the Credit Limit, we can still charge you for all purchases and cash advances without giving up any of our rights under this Agreement. We may change your Credit Limit at any time. We will not intentionally reduce your Credit Limit below the amount you owe us at that time.
- 7. HOW TO CANCEL YOUR ACCOUNT:** You may cancel your Account at any time. Cut all the Cards in half and send us the pieces with a letter telling us you want to cancel your Account. This includes all Cards you gave to others. You still must pay the full amount you owe us.
- 8. WE HAVE THE RIGHT TO CANCEL YOUR ACCOUNT:** We may cancel your Account at any time for any reason. We may cancel the VISA or Mastercard credit card programs at any time for any reason. You must return all Cards to us if we ask. This includes all Cards you gave to others. We may ask you to return all Cards at anytime for any reason. You Cannot use a Card after we ask you to return it.
- 9. USE OF CARDS:** You may use a Card only at participating locations and certain Automated Teller Machines ("ATMs"). We will not be responsible if you try to use a Card at other locations or ATMs. We will not be responsible if any location or ATM refuses to let you use a Card.
- 10. MINIMUM PAYMENT:** You must pay at least the Minimum Payment each month. You must pay us by the Payment Due Date shown on your statement. The Minimum Payment will be either (whichever is larger) a) \$10.00; or b) Two Percent (2%) of the New Balance. shown on the statement. If your New Balance is less than \$10.00, you must pay us your New Balance. The Minimum Payment also will include any overdue amounts. The Statement will tell you how much your Minimum Payment must be.
- 11. PAYING MORE THAN THE MINIMUM:** You may pay all of what you owe us or more than just the Minimum Payment. We will not charge you a penalty for paying more than the Minimum Payment. If you pay more, you must still pay at least the Minimum Payment each time we send you a Statement.
- 12. STATEMENTS:** If your Account has a balance, we will send you a Statement each month at the end of each Billing Period. We send only one Statement for all Cards with your Account number. (If there are more than one of you, we send the Statement to the First Applicant listed on the Application.) Each Statement covers a Billing Period. Billing Period means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement.
- 13. HOW WE FIGURE THE AMOUNT OF FINANCE CHARGES:**
  - A. PURCHASES:** There is no finance charge on Purchases if the New Balance is paid in full by the Due Date on the Statement on which these Purchases first appear. If you elect not to pay the entire New Balance shown on your monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the statement closing date (but not on Credit Purchases posted during the current billing period) and will continue to accrue until the closing date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by subtracting from the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any payments as received and credits as posted to your account but excluding any unpaid Finance Charges. We figure Finance Charges on purchases by multiplying the "average daily balance" on purchases by a periodic rate of .749% per month. (This is an ANNUAL PERCENTAGE RATE of 8.99%)
  - B. CASH ADVANCES:** Finance charges are imposed on Cash Advances from the date of each Cash Advance until the date of payment in full using the average daily balance method, calculated as follows:
    - 1) The daily balance is the beginning balance each day in the current period, plus any Cash Advances made that day, and less any payments or adjustments credited that day. The daily balance does not include finance charges.
    - 2) These daily balances are added and then divided by the number of days in the period. The result is the average daily balance for Cash Advances.
    - 3) The average daily balance for Cash Advances is multiplied by the periodic rate for Cash Advances shown on the face of the statement.
    - 4) We will charge Finance Charges on new Cash Advances even if you paid the total amount you owed us when you received your last statement.We figure FINANCE CHARGES on Cash Advances by multiplying the "average daily balance of cash advances" by the periodic rate of 1.08% per month. (This is an ANNUAL PERCENTAGE RATE OF 12.99%)

Ohio law allows us to charge FINANCE CHARGES at a periodic rate of up to 2.0833%. (This would be an ANNUAL PERCENTAGE RATE of 25%.)
- 14. ANNUAL FEE:** No annual fee.
- 15. LATE PAYMENT FEE:** We can add a \$25.00 Late Payment Fee to your Account if your payment is late or you do not pay at least the Minimum Payment. Your Payment will be late if we do not receive it by the statement closing date subsequent to the payment due date. We can add an additional Late Payment Fee to your Account after each statement closing date that your payment remains unpaid.
- 16. RETURNED CHECK PROCESSING FEE:** We can charge you \$25.00 to cover our costs each time a bank returns your check to us for any reason. (For example, we will charge \$25.00 if you do not have enough money in your bank account to cover the check).
- 17. WHEN YOU MUST PAY THE NEW BALANCE IN FULL AT ONCE:** We may tell you to pay the full amount you owe at once if you do not pay at least the Minimum Payment each time you receive a Statement. We will tell you in advance only if applicable law requires us to do so.
- 18. AUTOMATED TELLER MACHINES (ATMs):**
  - A) CARD USAGE:** You may use a Card to get cash advances on your Account only at authorized ATMs. You must pay for all cash advances you get from an ATM. If you let someone use a Card to get a cash advance at an ATM, you must pay for their cash advances too.
  - B) YOUR PIN NUMBER:** Your personal identification number ("PIN number") is the four digit number assigned to your Account. You must use your PIN number to get a cash advance on your Account at an authorized ATM. Do not let anyone else know your PIN number because they could use it with a Card to get a cash advance on your Account. You should keep your PIN number in a safe place. Do not write your PIN number on a Card or keep it with a Card.
  - C) LIMITS ON ATM USE AND CASH ADVANCES:** For security reasons, we limit the number of cash advances and the total amount of money you can get at ATMs in one day. We also limit the total number of times you can use a Card at ATMs
  - D) LIMITS ON OUR LIABILITY:** WE are not liable if any of the following things happen, unless they result in a billing error on your Account under federal or state law:
    - 1) An ATM does not accept a Card or you ID number;
    - 2) An ATM breaks down;
    - 3) A Card or ID number is defective;
    - 4) You do not put a Card or your PIN number in an ATM correctly;
    - 5) You do not properly use an ATM;
    - 6) We (or another bank) delay verifying or processing an ATM transfer; or
    - 7) We fail to complete an ATM transaction.
  - E) WE MAY CANCEL YOUR RIGHT TO USE ATMs:** We may cancel your right to use an ATM at any time for any reason. For example, we may refuse to let you use an ATM if you do not follow these rules or if you use an ATM, a Card or your PIN number in a way that is not acceptable to us.

**19. WARNING: CHANGES IN THIS AGREEMENT:** You agree that we may change at any time any term of this Agreement including the FINANCE CHARGE and ANNUAL PERCENTAGE RATE. We will notify you of any changes by sending a letter (or copy of the changes) to you at the address shown on our records. The notice will tell you when and how the changes will take effect. Using the Account is one way for you to agree to the changes, but, subject to the requirements of applicable law, you agree that the changes will take effect on the date stated in the notice. The changes always will apply to new purchases and/or cash advances. They also will apply to all amounts you already owe to us.

**20. WHAT LAW APPLIES TO THIS AGREEMENT:** We make the decision to issue you a Card from our offices in Eaton, Ohio. Ohio law will be used to interpret this Agreement. When federal law applies, federal law will be used instead of Ohio law. If a court decides not to enforce a part of this Agreement, the Court may enforce the remaining parts.

**21. WE MAY TRANSFER YOUR ACCOUNT:** We may transfer your Account and our rights under this Agreement to another person or company. That person or company will take our place in this Agreement. You must pay them the amount you owe on your Account (instead of paying us) if they ask you.

**22. WE MAY TELL OTHERS ABOUT YOUR ACCOUNT:** We may give information about your Account (including whether your payments are late) to other persons or companies. We will only give the information to persons or companies (for example, credit bureaus) that are allowed by law to receive it.

**23. NOTIFICATION REQUIRED:** You must tell us if you change your name, address or employment.

**24. REPAYMENT:** You may pay the full amount you owe us at any time.

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

*This notice contains Important Information about your rights and our responsibilities under the Fair Credit Billing Act.*

**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 of paper 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 bill 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:

1. Your name and account number;
2. The dollar amount of the suspected error; and
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.**

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.

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.

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 did not 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 to that you have a question about your bill. And, we must tell you the name of anyone we reported to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

**SPECIAL RULES FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with a 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:

- 1) 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
- 2) 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 property or services.