

**THE FIRST NATIONAL BANK OF DENNISON**  
**CONSUMER CREDIT CARD AGREEMENT VISA DISCLOSURE**

The Account Opening Disclosure is incorporated into this Consumer Credit Card Agreement and is part of the Agreement. In this Agreement the words "you," any duplicates, renewals, or substitutions the First National Bank of Dennison issues to you; "account" means your Visa credit card line-of-credit account with the First National Bank of Dennison; and "First National Bank of Dennison " means the First National Bank of Dennison whose name appears on this Agreement or anyone to whom the First National Bank of Dennison transfers this Agreement.

**1. USING YOUR ACCOUNT:** If you are approved for an account, the First National Bank of Dennison will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. Unless disclosed otherwise, the First National Bank of Dennison will not allow advances over the credit limit. If the First National Bank of Dennison has a program whereby it allows payment of advances that exceed your credit limit, the First National Bank of Dennison will provide you with notice, either orally, in writing, or t to opt into the Financial, you agree to the terms of such a program. You may request an increase in your credit limit only by a method acceptable to the First National Bank of Dennison. The First National Bank of Dennison may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor. You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally, but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six-month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

**2. USING YOUR CARD:** You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Credit Card Account Opening Disclosure (Disclosure). You may use your card to make purchases from merchants and others who accept your card. The First National Bank of Dennison is not responsible for the refusal of any merchant or First

National Bank of Dennison to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the First National Bank of Dennison, from other First National Bank of Dennisons that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) If the First National Bank of Dennison authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**3. PROMISE TO PAY:** You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with the First National Bank of Dennison. If this is a joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

**4. PERIODIC RATES:** The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. The rate charged on purchases, cash advances, balance transfers, and any penalty rate will not vary from month to month unless we notify you in advance that the rate(s) will change as required by law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

**5. INTEREST CHARGES:** The Calculation Method applicable to your account for Cash Advances, Balance Transfers, and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of your statement and explained below:

**METHOD F** - Your account will be assessed an INTEREST CHARGE on new Cash Advance and Balance Transfer activity from the transaction date or the first day of the billing cycle, whichever is later through the statement closing date. To avoid incurring an additional Interest Charge on the balance of Cash Advances reflected on this statement, you must pay the New Balance on or before the Payment Due Date. The Interest Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance of Cash Advances, 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 Cash Advances is determined by adding to the Previous Balance of Cash Advances, any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payments as received and credits as posted to your account but excluding any unpaid Interest Charges.

**METHOD G** -To avoid incurring an additional INTEREST CHARGE on the balance of Credit Purchases reflected on your statement and on any new Credit Purchases appearing on your next statement, you must pay the New Balance shown on your statement on or before the Payment Due Date. The INTEREST CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits as posted to your account but excluding any unpaid INTEREST CHARGES.

**6. FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

**7. FEES:** In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this Agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this Agreement.

a. Foreign Transaction Fee (Finance Charge). If your account is subject to a Foreign Transaction Fee (finance charge), a fee may be added to your account for transactions made outside of the United States or in a foreign currency. Transactions made in a foreign currency using a Visa branded card or processed by a network operated or affiliated with Visa will be subject to a fee as set forth on the Disclosure accompanying this Agreement.

b. Late Payment Fee. You agree to pay a Late Fee if a payment equal to or greater than the minimum payment due is not made within five (5) days following the due date on your monthly statement.

c. Returned Payment Fee. If your account is subject to a Returned Payment Fee, the fee will be added to your account when a payment is returned to you for any reason.

d. Statement Copy Fee. If your account is subject to a Statement Copy Fee, except as limited by applicable law and when the request is made in connection with a billing error made by the First National Bank of Dennison, a fee may be added to your account for each copy of a sales draft or statement that you request.

e. Rush Fee. If your account is subject to a Rush Fee, except as limited by applicable law, a fee may be added to your account for each rush card that you request, providing delivery of the card is also available by standard mail service, without paying a fee for delivery.

f. Card Replacement Fee. If your account is subject to a Card Replacement Fee, a fee will be added to your account as disclosed on the Disclosure accompanying this Agreement.

g. Research Fee. If your account is subject to a Research Fee, a fee will be added to your account as disclosed on the Disclosure accompanying this Agreement.

**8. PAYMENTS:** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment is 1.5% of your total new balance, or \$35.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, any amount you are over your credit limit and all outstanding unpaid fees and charges. The First National Bank of Dennison also has the right to demand immediate payment of any amount by which you are over your credit limit. Skip-A-Payment Option. From time to time and solely at our discretion, we may allow you to skip or not make the minimum periodic payment for a month, provided that you meet certain established criteria. No late charges or other penalties will be imposed for failure to make the payment being skipped. However, when you skip such a payment, we will continue to apply finance charges to your outstanding balance. Your regularly scheduled payments will resume after the skipped month and your minimum monthly payment after the skipped month will be calculated based on the outstanding balance plus any purchases, fees (other than late fees), advances or transfers that occurred during the skipped month plus finance charges incurred during the skipped month. Currently, the Skip a Payment option is offered only twice every 12 months, but such offers may be increased or decreased at our discretion.

**9. PAYMENT ALLOCATION:** Subject to applicable law, your payments may be applied to what you owe the First National Bank of Dennison in any manner the First National Bank of Dennison chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the First National Bank of Dennison will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

**10. SECURITY INTEREST:** You grant the First National Bank of Dennison a security interest under the Uniform Commercial Code and under any common law rights the First National Bank of Dennison may have in any goods you purchase. Your Account is secured by all other shares you have in any individual or joint account with the First National Bank of Dennison, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the First National Bank of Dennison to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default. Collateral securing other loans you have with the First National Bank of Dennison may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

**11. DEFAULT:** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy, or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the First National Bank of Dennison believes may substantially reduce your ability to repay what you owe. When you are in default, the First National Bank of Dennison has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

**12. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION:** You agree to notify us immediately, orally or in writing at The First National Bank of Dennison, 105 Grant St, Dennison OH 44621 or telephone (866-558-1948) twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. We may also offer your account with the benefit of the Visa Zero Liability Policy in certain circumstances, although we are not obligated to continue such a policy and may change or withdraw such policy transactions processed through the Visa network, including Internet and telephone purchases. If you suspect that your Visa credit card or card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly. Specifically, upon notification from you of unauthorized Visa transactions, we will limit your liability for those transactions to zero, provided that we receive such notification from you within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, we will consider whether gross negligence on your part has contributed to the transactions in question and there has been any such gross negligence we may eliminate this benefit if, based on substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling of the card or account. Additionally, with respect to the Visa Zero Liability Policy, we will provide you with provisional credit for unauthorized Visa transactions within five (5) business days from receipt of notification. We may require written confirmation of the unauthorized Visa transactions before providing provisional credit.

**13. CHANGING OR TERMINATING YOUR ACCOUNT:** As permitted by law, the First National Bank of Dennison may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law, at this time the notification should arrive to you 45 days before the change is to be effective. You will have the choice to reject the changes in the terms of the account. If you choose to reject the changes, your account will be closed and you will no longer be able to use your credit card for purchases, cash advances or balance transfers. Any rewards points or cash back you have earned on your card will be forfeited. You will also still be responsible for any outstanding balances on your account; however, you may pay off your balance under your current terms. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either you or the First National Bank of Dennison may terminate this Agreement at any time, but termination by you or the First National Bank of Dennison will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination unless the transactions were unauthorized. The card or cards you receive remain the property of the First National Bank of Dennison and you must recover and surrender to the First National Bank of Dennison all

cards upon request or upon termination of this Agreement whether by you or the First National Bank of Dennison. If this is a joint account, the paragraph on JOINT ACCOUNTS of this Agreement also applies to termination of the account.

**14. CHANGING OR TERMINATING AUTHORIZED USERS:** Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

**15. CREDIT REVIEW AND RELEASE OF INFORMATION** You authorize the First National Bank of Dennison to investigate your credit standing when opening or reviewing your account. You authorize the First National Bank of Dennison to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**16. RETURNS AND ADJUSTMENTS:** Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the First National Bank of Dennison a credit slip which will be posted to your account. If your credits and payments exceed what you owe the First National Bank of Dennison, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or after six (6) months.

**17. ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The First National Bank of Dennison may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the First National Bank of Dennison is not obligated to offer such services and may withdraw or change them at any time.

**18. MERCHANT DISPUTES** The First National Bank of Dennison is not responsible for the refusal of any merchant or First National Bank of Dennison to honor your card. The First National Bank of Dennison is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the First National Bank of Dennison sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home.

**19. JOINT ACCOUNTS** If this is a joint account, each person on the account will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the First National Bank of Dennison can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

**20. EFFECT OF AGREEMENT** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**21. NO WAIVER** The First National Bank of Dennison can delay enforcing any of its rights any number of times without losing them.

**22. STATEMENTS AND NOTICES** Statements and notices will be mailed to you at the appropriate address you have given the First National Bank of Dennison. Notice sent to any one of you will be considered notice to all.

**23. SEVERABILITY AND FINAL EXPRESSION:** This Agreement and the Disclosure are the final expression of the terms and conditions of your account. This written Agreement and Disclosure may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**24. COPY RECEIVED:** You acknowledge that you have received a copy of this Agreement and Disclosure.

**25. INTERNET GAMBLING TRANSACTIONS: PROHIBITED** You may not use your card to initiate any type of electronic gambling transaction through the Internet.

**26. VOLUNTARY PAYMENT PROTECTION:** We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**27. NOTICE TO UTAH BORROWERS:** This written agreement is a final expression of the agreement between you and the First National Bank of Dennison. This written agreement may not be contradicted by evidence of any oral agreement.

**28. THE FOLLOWING IS REQUIRED BY VERMONT LAW - NOTICE TO CO-SIGNER - YOUR SIGNATURE ON THIS NOTE MEANS THE NOTICE TO CO-SIGNER YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**29. MOBILE BANKING:** Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

**30. ALERTS:** You may elect to receive alerts via text or email. The First National Bank of Dennison does not charge for this service, but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.