

## MasterCard Credit Card Disclosures

**Annual Percentage Rate (APR) for Purchases 12.99%** Fixed

**APR for Balance Transfers 19.99%** Fixed

**APR for Cash Advances 19.99%** Fixed

**Penalty APR and When it Applies:** None

### **Paying Interest:**

**Purchases:** Your due date is at least **25** days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date (Grace Period) each month.

**Cash Advances:** An Interest Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment.

### **Minimum Interest Charge:**

If you are charged interest, the charge will be no less than **\$0.00**

### **For Credit Card Tips from the Federal Reserve Board:**

To learn more about factors to consider when applying for or using a credit card, visit the web site of the Consumer Financial Protection Agency at <http://www.consumerfinance.gov/learnmore>.

**Annual fee:** None

### **Transaction fees:**

- **Balance Transfer** None
- **Cash Advances:** **3.0%** of the amount advanced (\$10.00 minimum charge).
- **Foreign Transaction:** **1.0%** of each transaction in U.S. dollars.

### **Penalty fees:**

- **Late Payment:** If the minimum required payment is not received within **7** days after the closing date subsequent to the payment due date, a late payment fee of **\$15.00** will be imposed.
- **Over-the-Credit-Limit:** **\$0.00**
- **Returned Payment:** **\$10.00**

**Other Fees:** None

**How We Will Calculate Your Balance:** We use a method called "average daily balance" (excluding new transactions).\* An explanation of this method is provided in your account agreement.

**Billing rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Interest Rate and Interest Charges	VISA & MasterCard
Annual Percentage Rate (APR) for Purchases	<b>12.99%</b> Fixed rate
APR for Balance Transfers	<b>19.99%</b> Fixed rate
APR for Cash Advances	<b>19.99%</b> Fixed rate
Penalty APR and When It Applies	None
Paying Interest	<p>Purchases: Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month (Grace Period).</p> <p>Cash Advances: An interest charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment.</p>
Minimum Interest Charge	If you are charged interest, the charge will be no less than <b>\$0.00</b>
For Credit Card Tips from the Consumer Financial Protection Bureau	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> .
Fees	Visa & MasterCard
Annual Fee	none
Transaction Fees: * Balance Transfer * Cash Advances * Foreign Transaction	none 3.00% of the amount advanced (\$10.00 minimum charge) 1.00% of each transaction in U.S. dollars.
Penalty Fees * Late Payment * Over-the-Credit-Limit * Returned Payment	If the minimum required payment is not received within 7 days after the closing date subsequent to the payment due date, a late payment fee of \$15.00 will be imposed. \$0.00 \$10.00
Other Fees	none
<b>How We Will Calculate Your Balance:</b> We use a method called "average daily balance" (excluding new transactions). *An explanation of this method is provided in your Account Agreement.	<b>Billing Rights:</b> Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement.

# CREDIT CARD PROGRAM

## MASTERCARD CARDHOLDER AGREEMENT

EFFECTIVE October 1, 2015

This Agreement covers your credit card account with us, Clinton National Bank. The person ("Account Holder" or "You") whose name is embossed on the face of the MasterCard credit card issued by us ("Card") provided to Account Holder and EACH ACCOUNT HOLDER, BY SIGNING OR USING THE CARD, AGREES WITH US TO THE FOLLOWING TERMS:

**1. Your Account.** Each Account Holder is bound by these terms and each, individually, shall be liable for all charges. If you have a joint account, each Account Holder has the right to use the account, but each Account Holder is liable for the total amount of all charges to the account, regardless of which Account Holder actually used the Card. For joint accounts, each individual separately, and both individuals together, are referred to in this Agreement as "You". Regardless of the number of Account Holders or users of the Card, total account charges cannot exceed the credit limit described below.

**2. Credit Card Account Services.** These services are available through your Card account, up to the amount of your credit limit:

a. **Credit Purchases.** You can use your account to purchase goods and services wherever MasterCard credit cards are accepted (referred to in this Agreement as "Credit Purchases").

b. **Cash Advances.** You can get a Cash Advance (referred to in this Agreement as a "Cash Advance") from your account by presenting your Card at a financial institution or Automated Teller Machine "ATM" that accepts MasterCard. You may not obtain a Cash Advance if your account is delinquent, closed, or the amount of the advance would cause your balance to go over your credit limit. A fee may be imposed by an ATM operator not holding your account, or by any national, regional, or local network used to complete the transaction.

**3. Your promise to pay.**

3.1 You promise to pay us, when due, the total of all Credit Purchases and Cash Advances you make on your account. You also promise to pay the total of any interest charge and other charges due on the account.

3.2 You may pay your entire balance at any time.

**4. Additional Card Holders or Others Using Your Account.** You may authorize others to use your account. You may add up to 3 additional card holder(s) to your account at no extra charge. Each additional card holder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any, and until such return you remain liable for all charges made by the other person. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, in which case we will have 3 days to cancel unless a shorter cancellation period is required by applicable law. If you notify us of unauthorized use under Paragraph 19 of this Agreement, cancellation of all cards and establishment of a new account for you will be done automatically and immediately. We may request written verification from you regarding any change or cancellation to your account. YOU AND ADDITIONAL CARDHOLDERS YOU MAY ADD TO YOUR ACCOUNT ARE ACCOUNT HOLDERS, AND ARE EACH INDIVIDUALLY LIABLE FOR THE TOTAL OF ALL CHARGES TO THE ACCOUNT EVEN IF THE CHARGES ARE NOT THE RESULT OF YOUR OR THEIR OWN USE OF THE CARD. IT IS YOUR RESPONSIBILITY TO MAKE CERTAIN SUCH ADDITIONAL CARDHOLDERS UNDERSTAND THIS OBLIGATION.

**5. U.S. Currency.** If you make a purchase or cash advance in foreign currency the transaction will be converted in U.S. Dollars by MasterCard.

For MasterCard Accounts: If you effect a transaction with your MasterCard card in a currency other than U. S. Dollars, MasterCard International Incorporated will convert the charge into a U. S. Dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. MasterCard's currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard, and the rate MasterCard uses for a particular transaction is a rate selected by MasterCard for the applicable currency on the day the transaction is processed, which may differ from the rate applicable on the date the transaction occurred or the date on which the transaction is posted to the cardholders account.

Foreign transactions are subject to a fee by issuer, of up to 1% of the transaction amount for conversion and/or processing, and include any transaction where the merchant country is different than the country of the card issuer, regardless of whether currency conversion is performed.

**6. Your Credit Limit; Overlimit Fees.** Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may at our option, without notice, close your account, and/or exercise any of our other remedies under this Agreement or at law. YOU MUST PAY THE FULL AMOUNT OF YOUR BALANCE WHICH IS OVER THE CREDIT LIMIT. THE FACT THAT WE DO NOT ASK YOU FOR THAT AMOUNT AS PART OF THE MINIMUM PERIODIC PAYMENT SHOWN ON YOUR BILLING STATEMENT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO PAY IT IMMEDIATELY. We may charge you a fee each time your balance exceeds your credit limit by \$0.01 or more. We will not authorize any new Credit Purchases or Cash Advances if our records show that doing so will cause your balance to go over your limit. If we do authorize any such Credit Purchase or Cash Advance, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit, we will notify you.

**7. Law Governing This Agreement.** TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS OUR RIGHTS AND DUTIES AND YOUR RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND YOUR ACCOUNT, WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA, (EXCLUDING THE CONFLICTS LAW OF IOWA) AND THE UNITED STATES REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement and your account to Clinton National Bank, because Issuer is located in IOWA, and to insure uniform procedures and interpretation for all of our customers, no matter where they reside or use their accounts. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provisions unenforceable.

**8. Honoring Your Card/Refunds.** We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustments or credit allowed by a Seller shall not be by cash but rather by a credit advice to us which shall be shown as a credit on your account statement.

**9. Security for This Account.** [Open-end creditors must disclose in the initial disclosure statement any "security interests" they have or will acquire, i.e., the fact that the creditor has or will acquire a security interest in the property purchased under the plan, or in other property identified by item or type.]

If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loan or credit extensions will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking or savings accounts) or other funds 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.

**10. Payment Period.** You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations which have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on your billing statement by the payment due date. The Minimum Periodic Payment is figured as follows:

<u>If Your New Balance is:</u>	\$20.00 or less	<u>Your Minimum Periodic Payment is:</u>	The amount of your New Balance.
<u>If Your New Balance is:</u>	Over \$20.00	<u>Your Minimum Periodic Payment is:</u>	3% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$20.00, whichever is greater.

a. For business cardholders, the minimum periodic payment required is the total New Balance as shown on your monthly billing statement.

**11. Payment Applications.** Subject to applicable law, your payments may be applied to what you owe us in any manner we choose in our sole discretion. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your account.

**12. Immediate Repayment of Your Full Balance.** You will be in default if any of the following events occur and continue for a period of ten (10) days thereafter. If, after providing such notice to cure your defaults as may be required by applicable law, you do not cure your defaults, we may, without further notification to you, temporarily suspend your credit, close your account, cancel all credit cards issued on it, and require immediate payment of your entire balance. The events of default are:

- a. You fail to make a payment when it is due;
- b. You do not follow the terms of this Agreement in any way;
- c. You have made any false or misleading statement on the application for your account;
- d. You become insolvent or die;
- e. There has been a material adverse change in your financial standing.

**13. Reevaluation of Credit.** We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.

**14. Periodic INTEREST CHARGE.** Your account will be subject to the Monthly Periodic INTEREST CHARGE Rate and corresponding Annual Percentage Rate applicable to the Clinton National Bank accounts, set forth in the Initial Disclosure provided to you by us, which Disclosure you hereby acknowledge receiving.

The Periodic Interest Charge is calculated as follows:

Method A: An Interest Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. The Periodic Interest Charge on Credit Purchases is calculated as follows:

Method E: An Interest Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement, for the billing cycle during which such transactions are posted to your account, within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your monthly statement within that 25-day period, an Interest 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 the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Interest 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 Interest Charges.

**15. Transaction Interest Charge.** The Transaction Interest Charge is a one-time charge made each time a new Cash Advance is posted to your account. The charge for each Cash Advance obtained is 3% of the amount of the advance, but in no event less than \$10. Since Transaction Interest Charges are one-time charges that must be included in calculating the Annual Percentage Rate, the actual Annual Percentage Rate shown on your period statement may exceed the corresponding disclosed Annual Percentage Rate (which is based on Periodic Interest Charge) in any month for which a new Cash Advance is posted to your account.

**16. When Interest Charge Begins.** The Transaction Interest Charge is assessed on the date the new Cash Advance is posted to your account. The Periodic Interest Charge for Credit Purchases and Cash Advances begins on the dates as described in paragraph 14 of this document.

**17. Other Charges.** The Total Other Charges is the sum of:

- a. **Membership Fee.** We charge a membership fee of \$0 per year, which will be billed to your account during the same "renewal month" each year. If we assign your account a renewal month other than the month of your first billing statement, we may assess a partial Membership Fee prorated for the period until the first renewal month. All Membership Fees are payable when posted to your account and are non-refundable except as otherwise provided for by law. This annual fee shall be treated as a credit purchase for purposes of calculating Interest Charges unless prohibited by law.
- b. **Late Charge.** If we do not receive at least your minimum required payment within 7 days after the closing date subsequent to the payment due date indicated on your billing statement, we will impose a late or delinquency charge of \$15.00.
- c. **Overlimit Charge.** Each time your New Balance exceeds your maximum authorized credit we will impose an Overlimit Charge of \$0.00.
- d. **Replacement Card.** We reserve the right to charge you \$7.50 to replace a card.
- e. **Return Check Charge.** If any check or other instrument given for payment on the Card account is dishonored for any reason, a Processing Charge of \$10.00 will be imposed.

**18. If You Change Your Name or Address.** You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number.

**19. Our Right to Cancel Your Account.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE CAN CANCEL YOUR ACCOUNT AT ANY TIME, OR REDUCE THE AMOUNT OF YOUR CREDIT LINE, WITHOUT ANY CAUSE AND WITHOUT NOTICE TO YOU. If we cancel your account, you agree to destroy all Cards issued on your account by cutting them in half and returning them to us. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by us, as well as subsequent Interest Charge and other charges. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand. If your account is cancelled at a time when you are not in default on your obligations under this Agreement, or the payment terms herein, you shall be allowed to make payments according to the then existing payment requirements, provided you are not in default with respect to such requirements thereafter.

**20. Change in Terms of Your Account.** We can change any terms of your account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject to applicable law, any change will apply to the current balance of your account, as well as to future balances.

**21. If Your Card is Lost or Stolen or if an Unauthorized Use May Occur.** You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (800) 423-7503, and you agree to follow up your call with notice in writing to us at: Credit Card Security Department, PO Box 30035, Tampa, Florida 33630. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user. Do not call Clinton National Bank under these circumstances as such contact will not preserve your rights. YOU MUST REPORT LOST, OR STOLEN, CARDS OR UNAUTHORIZED USE OF CARDS ONLY TO THE TELEPHONE NUMBER AND ADDRESS ABOVE.

**22. Liability for Unauthorized Use of Credit Card.** We may hold you liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

**23. Credit Information.** You agree that we may release information to others, such as credit bureaus, regarding the status and history of your account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.

**24. Waivers.** If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.

**25. Our Address.** To send payment: Payments must be sent to the address listed on the front of the billing statement after the phrase "make check payable to". To inquire or send correspondence: Write us at the address indicated on the front of the billing statement after the phrase "send inquiries to".

**26. Important Notice to Our Customer Who Contact Us by Phone.** Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.

**27. MasterCard Rules and Regulations.** The services being provided to you under this Agreement are made possible by our status as a licensee of MasterCard International. You recognize our responsibility to comply with the current MasterCard International rules and regulations and changes to them in order to continue to provide these services. We will provide you with 30 days advance written notice of any change that affects your rights under this Agreement.

**28. Initial Disclosures.** By using your card, you acknowledge receipt from us of the Initial Disclosures required by Federal regulations and that the terms contained in the Initial Disclosures apply to you and your use of the card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in this Cardholder Agreement is accurate as of the Effective Date. This information may have changed after that date. To find out what may have changed, call us or write to us.

**29. Agreement by Use.** USE OF YOUR CARD AFTER RECEIPT OF THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT, AND YOUR AGREEMENT TO BE BOUND BY, AND TO OBSERVE, ALL TERMS AND CONDITIONS HEREIN. THIS USE AGREEMENT ALSO APPLIES TO ADDITIONAL CARDHOLDERS OR OTHERS USING YOUR ACCOUNT UNDER PARAGRAPH 4 ABOVE. If you do not wish to accept this Agreement as written, you must not use your Card, and must return all Cards and this Agreement to Clinton National Bank for termination and cancellation of your account.

Any use of your Card constitutes acceptance of this Agreement and you shall be liable for all such charges.

**Write to: Clinton National Bank**  
**235 6th Avenue South**  
**Clinton, IA 52732**  
**Call at: (563) 243-1243 or (800) 243-9007**

**30. Your Billing Rights.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act and any written separate agreement for overdraft financing.

KEEP THIS NOTICE FOR FUTURE USE.

**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 SIXTY DAYS (60) after we sent you the first bill on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights under the law.

In your letter, we must have the following information:

1. Your name and account number;
2. The dollar amount of the suspected error;
3. Explanation of the error and why you believe it is an error. If you need more information, describe the item you are not sure about.
4. A copy of the bill containing the error would be helpful.

If you have authorized us to pay your credit card 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 (3) business days before automatic payment is scheduled to occur.

**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 Interest 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 Interest Charges related to the questioned amount. If we did not make a mistake, you may have to pay Interest 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 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 (10) 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 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 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 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.

**31. Additional Fees/Charges.** We reserve the right to assess additional charges and fees against your account upon written notice to you, and we can otherwise change the terms of this Agreement at any time upon written notice to you.

**32. Communications.** You agree that we, our agents, or service companies, may monitor and/or record any telephone communications with you.