

**First National Bank North
Credit Card Agreement
Terms and Conditions
As of 11.21.25**

YOUR CONTRACT WITH US

This document, and any future changes to it, is your contract with us. We will refer to this document as your "Agreement" or "Credit Card Agreement"; these terms also include any changes we may make to this document from time to time.

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

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

The reasons we may amend this Agreement include the following:

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

"We", "us", "our" means First National Bank North.

"You" and "your" mean each and all of the persons who are granted, accept or use the account and any person who has guaranteed payment of the account.

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes.

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

TYPES OF TRANSACTIONS

You may obtain credit in the form of Purchases, Balance Transfers, and Cash Advances, by using cards, an account number, or other credit devices. Balance Transfers and certain Cash Advances, such as Direct Deposits, are made available to you at our discretion. Cards are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement. Sign your card before using it. A Personal Identification Number (PIN) is associated with your credit card as of the opening of your account. You may be required to use a PIN to make an ATM Cash Advance or to complete Purchases at certain merchant terminals, generally overseas. You can obtain your PIN by going to our online banking site or our mobile application or contacting us. Purchase means the use of your card or account number (including through the use of an enabled mobile device) to:

1. Buy or lease goods or services.
2. Make a transaction that is not otherwise a Cash Advance.

Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.

Balance Transfer means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.

A Cash Advance means the use of your account for a loan in the following ways:

1. Direct Deposit: by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request. A Direct Deposit does not include an Overdraft Protection Cash Advance or a Same-Day Online Cash Advance.
2. Bank Cash Advance: by loans accessed in the following manner:
 - a. ATM Cash Advance: at an automated teller machine.
 - b. Over the Counter (“OTC”) Cash Advance: at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks).
 - c. Same-Day Online Cash Advance: by a same day online funds transfer to a deposit account.
 - d. Cash Equivalents: by the purchase of foreign currency, money orders, travelers’ checks, wire transfers, or to obtain cash, each from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips, cryptocurrency to the extent accepted, or bail bonds, with your card or account number (including through the use of an enabled mobile device).

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

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

You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among Purchases, Balance Transfers, or various types of Cash Advances.

YOUR CREDIT CARD ACCOUNT AND YOUR MOBILE DEVICES AND THE INTERNET

Smart phones, some tablets or other mobile devices (individually and collectively, a “mobile device”) can download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a Balance Transfer, or make a Cash Advance.

In certain instances, those transactions will replicate using your card to make a transaction on the internet with your computer. In other instances, a mobile device can act as if it were a credit card itself, allowing you to make purchases at a point of sale.

Applications that enable your mobile device to be used for such transactions will have unique terms governing those applications. Read them carefully. Transactions made through those applications are also governed by this Agreement.

When your credit card account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, which can be the same as giving that person your credit card.

From time to time, we may make certain offers or features available only through online or mobile banking. If you wish to take advantage of those offers or features, you will need to use a conforming device (computer, mobile device or otherwise) that can access the internet.

FOREIGN TRANSACTIONS

A “Foreign Transaction” is any transaction made in a foreign currency. If you make a Foreign Transaction, we will assess the Foreign Transaction Fee [see the Pricing Information table for fee amount]. If a transaction is made in a foreign currency, the transaction will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate used by Visa is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa receives; or (b) the rate mandated by a government or governing body in effect for the applicable processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

INTEREST RATES & CHARGES	
<i>Actual pricing will vary from one cardholder to another</i>	
Annual Percentage Rate (APR) for Purchases and Transfers	<ul style="list-style-type: none"> • 0% introductory APR for the first 12 months. • Your APR will be 13.24% to 29.99%, when you open your account, based on your credit worthiness. After that, your APR will vary with the market based on the Prime Rate or results from a periodic credit review.
APR for Cash Advances	<ul style="list-style-type: none"> • Your APR will be 13.24% to 29.99%, when you open your account, based on your credit worthiness. After that, your APR will vary with the market based on the Prime Rate or results from a periodic credit review.
Paying Interest	<ul style="list-style-type: none"> • Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	<ul style="list-style-type: none"> • 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 http://www.consumerfinance.gov/learnmore.
FEES & PENALTIES	
Annual Fee	<ul style="list-style-type: none"> • None
Transaction Fees	
Balance Transfer	<ul style="list-style-type: none"> • Either \$10 or 2% of the amount of each transferred balance that posts to your account during the first 12 months that your account is open or at a promotional APR that we may offer you at any other time. • None for transferred balances at the Purchase APR after the first 12 months that your account has been open.
Cash Advance	<ul style="list-style-type: none"> • Either \$2 or 2% of the amount of each cash advance, whichever is greater. (<i>\$75 Maximum</i>)
Foreign Transaction	<ul style="list-style-type: none"> • 1% of each transaction in USD

Replacement Card Fee	• \$5.00 for normal replacement or \$10 for a rush replacement
Statement Reprint Fee	• \$5
Penalty Fees	
Late Payment	• Up to \$25 . If you do not pay for two consecutive billing cycles, your fee will be \$40 .
Returned Payment	• Up to \$25 .
Overlimit	• None

How Do You Calculate My Balance?

We use a method called “average daily balance (including new transactions).” See “How Do You Calculate The Interest Charge?” section below.

What Are My Billing Rights?

Information on your rights to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section in the enclosed Additional Disclosures.

Are There Any Other Penalty Fees Associated With This Card That Are Not Listed In The Box Above?

No. There are no additional Penalty Fees associated with this card.

What Should I Put For Total Annual Income?

You may include personal income, which is income you have earned, including full-time, part-time, or seasonal jobs, self-employment, interest or dividends, retirement, and public assistance. You may also include shared income, which is money from somebody else that is regularly deposited into your individual account or into a joint account that person shares with you. If you are 21 or over, you may also include somebody else’s income that is regularly used to pay your expenses.

What Will My Transfer Fee Be If I Transfer A Balance?

Any transferred balance that posts to your account at an introductory or promotional APR that we may offer you will incur a 2% Transfer Fee. If you make a Transfer at the Purchase APR, that transfer will not incur a Transfer Fee.

Can You Change My Account Terms?

We can change the terms of your account as permitted by law. When required, we will send you notice before doing so.

How Do You Calculate My Variable Rates?

Your variable rates will be updated monthly and will take effect on the first day of the following month. For example, if the Prime Rate changes on September 10th, your new rate will apply starting October 1st.

Existing Balances: The updated rate for existing balances will take effect on the first day after your next billing statement.

APR Details:

- Non-Introductory Purchase APR: Prime + 15%, 11%, or 13%
- Non-Introductory Transfer APR: Prime + 15%, 11%, or 13%
- Cash Advance APR: Prime + 15%, 11%, or 13%

Important Note: Any increase in the Prime Rate may lead to higher interest charges and minimum payments.

How Do You Determine My Credit Line?

We will determine your credit line after a review of your application and your ability to pay.

What Are The Daily Periodic Rates Used To Calculate My Interest?

The daily periodic rate for your Introductory Purchase APR is 0.00000%, Non-Introductory Purchase APR is 0.05477%, 0.07189% or 0.08216%, Introductory Transfer APR is 0.00000%,

Non-Introductory Transfer APR is 0.05477%, 0.07189% or 0.08216%, and Cash Advance APR is 0.08216%. See “How Do You Calculate The Interest Charge?” section in the enclosed Additional Disclosures.

How Do You Calculate My Minimum Payment?

If your balance is less than \$25, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of \$25 or 3% of your balance plus new interest and late payment fees. We will also add any past due amount to your minimum payment. If your Account charges off, the entire balance is due immediately.

PAYMENTS AND DEFAULT

YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your account.

PROMISE TO PAY APPLIES TO ALL PERSONS

All persons who initially or subsequently request, are granted, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.

DEFAULT

You will be in default of this Agreement if: **(1)** you fail to make any required Total Minimum Payment Due by its Payment Due Date; **(2)** your total outstanding balance exceeds your Total Credit Line; **(3)** your Bank Cash Advance balance exceeds your Cash Credit Line; or **(4)** you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through First National Bank North, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date.

WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

OTHER PAYMENT TERMS

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You

may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.

MODIFICATIONS TO REQUIRED MINIMUM MONTHLY PAYMENTS

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the bank is working with borrowers affected by a federally declared disaster. If in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.

CREDIT AVAILABILITY

YOUR CREDIT LINES

Your Total Credit Line and Cash Credit Line are disclosed to you when you receive your card and, generally, on each monthly statement. The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. The amount of credit available in your Cash Credit Line will never exceed the amount of credit available in your Total Credit Line.

We may change your credit lines from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LINES

The total outstanding balance on your account plus authorizations at any time must not be more than your Total Credit Line. The total outstanding balance of your Bank Cash Advances (plus authorizations) must not be more than your Cash Credit Line.

Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit line, we may: **(1)** permit the transaction without raising your credit line; **(2)** permit the transaction and treat the amount of the transaction that is more than the credit line as immediately due; or **(3)** refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Balance Transfer, we may do so by advising the person presenting the Balance Transfer that credit has been refused, that there are insufficient funds to pay the Balance Transfer, or in any other manner.

WE MAY SUSPEND OR CLOSE YOUR ACCOUNT

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. You may close your account at any time by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the account is closed. You must destroy all cards, or other credit devices on

the account when the account is closed.

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

REFUSAL TO HONOR YOUR ACCOUNT

We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

RECURRING PREAUTHORIZED TRANSACTIONS

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to Visa who may provide it to the merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. You will want to confirm with the merchants that they have your new card information.

LIMITATIONS/WARNINGS

PURPOSES FOR USING YOUR ACCOUNT

You may not use this account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use your account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of your account in those countries will be blocked.

PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, account number, or other credit device with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded.

You may authorize any person to use your account in the following ways: **(1)** by lending or otherwise intentionally making your card, account number, or credit device accessible to another; **(2)** by requesting us to formally add a person to your account as an Authorized User; or **(3)** by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so.

An "Authorized User" means any person that you have formally requested we add to your account and to which we have approved. If approved, use of your account by such Authorized User is subject to the terms of this Agreement. You agree that an Authorized User may have the same access to information about the account as you do and that we may discuss your account with an Authorized User. An Authorized User may take advantage of benefits associated with your account but may not add any other person to your account.

In order to request that we add an Authorized User to your account, you must: **(1)** be eligible to add a person to your account; **(2)** acknowledge to us that you have obtained the express permission of the person to be added to the account and that certain information about that person will be shared with us; **(3)** provide us with that person's information, which may include full legal name, date of birth, social security/tax identification number, primary address, their relationship to you, and citizenship status; and **(4)** inform that person that we report the account to the Consumer Reporting Agencies, which means the account and account activity may appear on that person's credit report. If the request is approved, you must make and provide a copy of this Agreement to the Authorized User.

Think carefully before you allow anyone to use your card, account number, or other credit device. By doing so, you authorize that person to use your account to the same extent that you can and they may have the same access to information as you do, including but not limited to making Purchases, Balance Transfers, Cash Advances, and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any person you have authorized to use your account, and you will not attempt to do so. The authority you have granted to such person will continue until you notify us that you are terminating the authority, and you physically retrieve the card, or other credit device.

When we send you account materials (cards, statements, and notices), you will be responsible for delivering those materials to any person associated with your account and any authorized users of your account. Notice to any of you will be considered notice to all of you.

REWARDS PROGRAM

What is uChoose Rewards®?

uChoose Rewards is a rewards program enabling you to earn points when you make purchases using your First National Bank North FNB North Rewards credit card. These points can then be redeemed at the point of sale with our Pay with Points program OR for cash back, gift cards, merchandise, and travel.

How do I earn rewards?

You will earn 1.5 points per dollar on net purchases (purchases minus any credits or returns) only. Cash advances, and balance transfers, are not considered purchases and will not earn rewards. You earn points by making qualifying purchases using your First National Bank North FNB North Rewards. You can earn even more points when you shop at the participating retailers featured on the uChoose Rewards site. For online purchases, be sure to click the "Shop Now" button corresponding with a particular offer. You will be redirected to the retailer's site and can proceed to shop as usual.

When can I redeem my points?

It can take up to 60 days for your points to be credited to your account. To redeem your points, you may need to accumulate a minimum points threshold. Check the dashboard on the uChoose Rewards homepage to see if you're eligible for redemption.

Where can I earn points?

You earn points everywhere in the United States your card is accepted.

Will my rewards ever expire?

Yes. Points expiration: 3 Years

Is there a limit to the amount of rewards I can earn?

There is no cap to the amount of rewards you can earn on purchases.

What can I redeem my points for?

You can redeem your points at the point-of-sale with our Pay with Points program or online for cash back, event tickets, electronics, gift cards, hotel rooms, rental cars, airline tickets, and so much more. Browse the Redeem Points tab of the

uChoose Rewards site to see all the options available to you.

How do I use my uChoose Rewards points in the Pay with Points program?

uChoose Rewards is working with a variety of merchant and digital wallet partners. As we sign up those partners, you will have the opportunity to use points as a payment method during checkout and use your uChoose Rewards enrolled card for any residual balance after you use your points.

If I am getting cash back, how do I know to which account it will be deposited?

Cash back redemptions are deposited in the account associated with the card with which you have logged into uChoose Rewards.

Can I share points with family members?

Yes. All cards associated with an account will automatically earn points together. In addition, if you have multiple accounts with First National Bank North, you can link them together from the My Account page of the uChoose Rewards site.

What will happen to my points if my card is lost or stolen?

If your card is lost or stolen and a replacement is issued, points will be accessible by the new card, as long as it is on the same account. Once you receive your new card, you will not need to re-register on the uChoose Rewards website. Simply log in as you do today, and you will see the new card and current points balance.

How much does it cost to participate in uChoose Rewards?

Nothing! Membership in uChoose Rewards is absolutely free for First National Bank North cardholders.

What do I do if I forgot my username? Password?

If you did create a Username and Password and have forgotten one or the other:

Click on “Forgot Username” and you will get an email with the username you set up.

Click on “Forgot password” and follow the on-screen instructions.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

When Can I Request A Transfer?

You may request a transfer 10 days after your account is opened. Your account may not always be eligible for Transfers.

How Do You Apply My Payment?

We will apply payments up to your minimum payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

How Can I Avoid Paying Interest Charges?

If you pay your statement’s “New Balance” in full by the due date each month, we will not charge interest on any new transactions that post to the purchase balance. If you have been paying your account in full without interest charges but fail to pay your next “New Balance” in full, we will charge interest on the unpaid balance. For cash advances and transfers, we will start charging interest on the transaction date. From time to time, we may give you offers that allow you to pay less than the total balance and avoid interest charges to new transactions that post to your purchase balance. If we do, we will provide details in the specific offer.

How Is The Interest Charge Determined?

Interest charges accrue from the **1)** date of the transaction, **2)** date the transaction is processed or **3)** first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next Statement. This means you

may owe Interest Charges even if you pay the entire “New Balance” one month but did not do so the previous month. For example, even if a customer pays their balance in full on a February 10th due date, interest would continue to accrue on the balance from January 13th (the start of the Billing Cycle) through February 10th and will appear on their next Statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the proper segment of your account. However, we reserve the right to not assess Interest Charges.

How Do You Calculate The Interest Charge?

We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balance; for each segment, **1)** take the beginning balance and add in new transactions and the periodic interest charge on the previous day’s balance, then **2)** subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month’s balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance: **1)** add the daily balances together for each segment, and **2)** divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your Interest Charge as follows: **1)** multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and **2)** multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

Are Unauthorized Use Or \$0 Fraud Liability Claims Subject To Investigation And Verification?

Yes.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

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

MILITARY LENDING ACT NOTICE

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

To hear this same disclosure and a general description of your payment obligations for this credit card account, please call us at: 218-568-6362

During any period in which the Military Lending Act (“the Act”) applies to you, no provision of your Cardholder Agreement that is inconsistent with the Act shall apply and your Cardholder Agreement shall be interpreted to comply with the Act.

REGIONAL DISCLOSURE INFORMATION

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

New York and Vermont Residents: First National Bank North may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing, and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of the provision. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

Puerto Rico Residents: Puerto Rico Residents may request a copy of these disclosures in Spanish.

Residentes de Puerto Rico: Pueden solicitar una copia de este documento en Español.

MISCELLANEOUS

TELEPHONE CALLS: CALLING, MONITORING AND RECORDING

You consent to and authorize First National Bank North, any of its affiliates, its marketing associates, and independent contractors, including servicers, vendors, and collection agents, to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us. For example, we may place calls to you about fraud alerts or amounts you owe us (collection calls) on your account. For any telephone or cell phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts. This may include communications from companies working on our behalf to service your account. Message and data rates may apply. Communication Revocation: If you do not want to receive automatically dialed communications for this account, including prerecorded messages or texts, as described above, you must **(1)** provide us with written notice revoking your prior consent; and **(2)** in that written notice, include your name and mailing address as they appear on the account, and the last four digits of your account number. The notice must be sent to the address listed below.

**First National Bank North
P.O. Box 366
Pequot Lakes, MN 56472**

CONSUMER REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive about any authorized users of your account, information we receive from third parties such as consumer reporting agencies, and information about you and

your authorized users' transactions with us and other companies. We report account information to Consumer Reporting Agencies, which means the account will appear on your consumer report and may appear on any Authorized User's consumer report. You authorize us to share such information about you and your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice.

If you believe we have furnished inaccurate or incomplete information about you or your account to a consumer reporting agency, write to us at:

**First National Bank North
P.O. Box 366
Pequot Lakes, MN 56472**

Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

YOU MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS

You must notify us promptly when you change your address. We may also change your address if so, notified by the post office or others.

WHAT LAW APPLIES

This Agreement is made in Minnesota, and we extend credit to you from Minnesota. This Agreement is governed by the laws of the State of Minnesota (without regard to its conflict of laws principles) and by any applicable federal laws.

PROVISIONS OF THIS AGREEMENT ARE SEVERABLE

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

We use section headings (e.g., *Types of Transactions*) to organize this Agreement. The headings are for reference purposes only.

UNAUTHORIZED USE OF YOUR ACCOUNT

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 218-568-6362.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement?

If you think there is an error on your statement, write to us at: **First National Bank North, P.O. Box 366, Pequot Lakes, MN 56472.**

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us or notify us electronically, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. **If we made a mistake:** You will not have to pay the amount in question, or any interest or other fees related to that amount.
2. **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount, we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us at **First National Bank North, P.O. Box 366, Pequot Lakes, MN 56472** within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM that

accesses your credit card account do not qualify; and

2. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

**First National Bank North
P.O. Box 366
Pequot Lakes, MN 56472**

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you, our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

