

MASTERCARD DEBITCARD – CARDHOLDER AGREEMENT

This Cardholder Agreement (“Agreement”) covers your rights, our rights, and the rights of our representatives associated with your participation with a First National Bank MasterCard DebitCard (“Card”) and the issuance to you, and your use, of the First National Bank MasterCard DebitCard (the “Card”).

Definitions. (1) Our “Business Days” are Monday through Friday, 8:00 am – 5:00 pm, EST, with the exception of any state or federal banking holidays. (2) “Card” means the First National Bank debit card issued to you. (3) “Card Account” means the account maintained at First National Bank that holds the available funds to you with the Card. (4) “You” and “your” mean the person whose name appears on the Card and who is authorized to use the Card as provided by this Agreement. (5) “We” “us” and “our” means First National Bank.

By using or authorizing any other person to use your Card, you acknowledge your understanding and agreement to the following terms and conditions:

1. Availability of Funds. Funds will become available to you via the Card after they have been received by the Bank. You may use your Card only to the extent that you have available funds. You can call us to determine your current card account balance.

2. Card Services. We generally offer the following services to Cardholders (“Cardholder Services”):

- Automated Teller Machine (“ATM”) Services. You may use your Card at an ATM that bears the network logo(s) that appear on your Card to withdraw Funds or to inquire about the amount of Funds available to you.
- Merchant Services. You may use your Card to purchase goods and services at any retail or other establishment that displays the network logo that appears on your Card.

3. Personal Identification Number (“PIN”). When you activate your card you will choose a confidential PIN which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make using the Card. If you voluntarily give your Card and/or PIN to another person at any one time, you have authorized said person(s) to use your Card and access your Funds, and you will be responsible for their use of your Card from that period and on unless First National Bank has been otherwise notified and PIN has been changed.

4. Receipts. You should get a receipt at the time you use your Card at an ATM, or when you use your card to purchase goods or services through a merchant. This would include printing proof of services/purchases with any internet merchants. Many disputes must have this documentation provided to be valid disputes.

5. Periodic Card Statements. Under the Electronic Fund Transfer Act, you will receive periodic statements from us. Your statement is available as paper or electronically.

6. Your liability for unauthorized Transfers. You shall notify us immediately if you believe that your Card has been lost or stolen or that someone has learned your PIN or Card number. Telephoning us is the best way to minimize your possible losses. You could lose all of your Funds if you do not notify us, but your losses can be limited if you notify us promptly. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and if we can prove that we could have stopped someone from using your Card without permission if you had promptly notified us, you could lose as much as \$500.00. You shall notify us immediately if your Card statement shows transfers or transactions that you did not make or authorize. If you do not notify us within sixty (60) days after the statement was delivered to you, and if we can prove that we could have stopped someone from taking or using the money if you had notified us in time, you may not get back any money that you lost after the sixty (60) days).

7. Our Liability for Failure to Complete Transactions. If we do not properly complete a Card transaction for you during time of purchase, we could be liable for your losses or damages. However, there are some exceptions:

- If, through no fault of our own, you do not have adequate Funds available to complete the transaction;
- If an ATM where you are making a withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If circumstances beyond our control (such as fire, flood or communications or computer failure) prevent the completion of the transaction, despite our reasonable efforts;
- If access to your account has been blocked after you have reported your Card lost or stolen;
- If a merchant refuses to accept your card;
- If there is a hold on your Card Account for any reason;
- If your Funds are subject to legal process or other encumbrance restricting their transfer; or
- If your transfer authorization terminates by operation of law.

There may be other applicable exceptions not listed above but that are stated elsewhere in other agreements between you and us.

8. Error Resolution. In case of an error or question about electronic Card transactions, please notify us as soon as possible if you think your statement or receipt is wrong, or you need more information about a transaction listed on a statement or receipt. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. When you notify us:

- Tell us your name and Card number.
- Describe the error or transaction that you are unsure about, and explain as clearly as possible why you believe that it is an error or why you need more information.
- Tell us the dollar amount of the suspected error and where and when the transaction took place. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Within ten (10) business days after we hear from you, we will determine whether an error occurred, and if so, we will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or questioning in writing and we do not receive it within ten (10) business days, we may not credit your account.
- We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

9. Using the Card. So long as you do not exceed the funds available in your Card Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or ATM that accepts the Card. Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings. There is no credit line associated with your card. This means that at the time of the transaction you must have sufficient funds in your Card Account to pay for the transaction and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges. You can get a receipt at the time you initiate a transaction and should retain the receipt to verify your transactions.

10. Limitations on Use. Only one Card will be issued per Account Holder and only the person identified on the Card is authorized by First National Bank to use it. You may be denied the right to use the Card if you (1) exceed the \$1000.00 daily Signature limit or the \$300.00 daily PIN limit, (2) do not have adequate funds available in your Card Account for the transaction, (3) do not enter the correct PIN, or (4) exceed the frequency of use limitation. You do not have the right to stop payment on any purchase or withdrawal originated through your Card.

The following transaction, balance, and frequency of use limitations apply:

- You are permitted to conduct unlimited PIN and Signature point of service purchases per day with an aggregate maximum spend amount of \$1300.00 per day.
- You may not use the Card for any illegal or restricted transaction, this includes internet gambling services. If you authorize a transaction, the approval may result in a hold for the amount of the transaction for up to thirty days even if you do not complete the purchase. A hold (which may be for more than the actual amount of transaction) also may be placed by the merchant in connection with a hotel or car rental transaction.

THE CARD IS AND REMAINS THE PROPERTY OF THE ISSUER, IS NON-TRANSFERABLE AND, SUBJECT TO APPLICABLE LAW, MAY BE CANCELED, REPOSSED OR REVOKED AT ANY TIME WITHOUT PRIOR NOTICE.

11. Returns and Refunds. If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with MasterCard® guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit.

12. Foreign Currency Transactions: Any purchase or withdrawal made in another currency will be converted to U.S. dollars by MasterCard®, according to an exchange rate selected by MasterCard® U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard® itself receives, or the government-mandated rate in effect for the applicable central processing date.

13. Cancellation. You may cancel your Card and this Agreement at any time by notifying us directly. In addition, we may cancel this Agreement, the Card and the related services at any time.

14. Amendment. We may amend or change the terms of this Agreement at any time and from time to time. We will notify you thirty (30) days prior to the effective date of any such changes.

15. Severability and Governing Law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Agreement. This agreement shall be governed by, and construed in accordance with the laws of the State of Indiana and any actions or proceedings with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Indiana.