

Please see important *terms, rates, and fees* in the **Important Disclosures**.  
In accordance with federal law, all financial institutions are required to obtain, verify,  
and record information that identifies each person who opens an account.

**APPLICANT** You **MUST** initial here if you are applying with a Co-Applicant. I intend to apply for joint credit \_\_\_\_\_  
Initials

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Current Street Address \_\_\_\_\_ Apt/Unit Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (If different from current address) \_\_\_\_\_ Apt/Unit Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) ( ) ( )  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  Rent  Own

- - - - - \$ - - - - - \$

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Gross Monthly Income\* \_\_\_\_\_ Monthly Housing Payment (if none, put \$0) \_\_\_\_\_

Employer \_\_\_\_\_ Occupation/Title \_\_\_\_\_ Number of Years \_\_\_\_\_

E-mail Address \_\_\_\_\_ Mother's Maiden Name (For Security Purposes Only) \_\_\_\_\_

**CO-APPLICANT** You **MUST** initial here if you are applying with an Applicant. I intend to apply for joint credit \_\_\_\_\_  
Initials

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Current Street Address \_\_\_\_\_ Apt/Unit Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (If different from current address) \_\_\_\_\_ Apt/Unit Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) ( ) ( )  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  Rent  Own

- - - - - \$ - - - - - \$

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Gross Monthly Income\* \_\_\_\_\_ Monthly Housing Payment (if none, put \$0) \_\_\_\_\_

Employer \_\_\_\_\_ Occupation/Title \_\_\_\_\_ Number of Years \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_

E-mail Address \_\_\_\_\_

\*Alimony, child support, or separate maintenance income need not be provided if you do not wish it to be considered as a basis for repaying this obligation.

**AUTHORIZED USER**  
(Not financially responsible for charges made on the account.)

Name \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_

- - - - -

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

**BALANCE TRANSFER**

Account Number \_\_\_\_\_ Name of Creditor \_\_\_\_\_

Payment Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Amount of Transfer (Minimum transfer of \$500)\*\* \_\_\_\_\_

\*\*Please see **Important Disclosures** for further information.

**All applicants must sign. Please read the following carefully before signing:** (a) this application is submitted to obtain a Visa® credit card, (b) I/ We certify that all information I/We supplied is accurate and complete, (c) I/We agree that inquiries may be made to verify information, a credit bureau report may be obtained, and that information regarding the account may be reported to the credit bureaus, (d) each of the undersigned authorizes Lyons National Bank to contact me/us at any telephone number included on this Application or any telephone number subsequently provided to Lyons National Bank, (e) if you provide your email address, we may use it to contact you about your account and tell you about useful products and services, (f) upon the Bank's request, I/we further authorize any firm or individual from whom I/we have obtained or requested credit to furnish the details of that transaction, (g) I/We also agree to provide financial information upon request, in a form that is acceptable to the bank, (h) I/We agree to be bound by the terms and conditions of the Cardholder Agreement that will be sent to me/us, (i) I/We acknowledge that I/We read and agree to the Important Disclosures and terms.

**X** \_\_\_\_\_ - - - - - **X** \_\_\_\_\_ - - - - -  
Applicant Signature Date Co-Applicant Signature Date

## The Lyons National Bank Terms and Conditions - Business

<b>Credit Disclosures:</b>	
<b>Annual Percentage Rate (APR) for Purchases:</b>	Wall Street Journal Prime + <b>4.59%</b> to <b>11.49%</b> based on your creditworthiness and program you selected. Your APR will vary with the market based on Prime Rate*.
<b>Annual Percentage Rate (APR) for Balance Transfers:</b>	<b>0%</b> introductory APR for the first 3 Billing Cycles from date of account opening. When the introductory Period ends, the standard APR is Wall Street Journal Prime + <b>4.59%</b> to <b>11.49%</b> variable, based on creditworthiness. Your APR will vary with the market based on Prime*.
<b>Annual Percentage Rate (APR) for Cash Advances:</b>	Wall Street Prime + <b>20.49%</b>
<b>Penalty Rate:</b>	<b>22.99%</b> (may be applied to new transactions on your account if a payment is received late for three (3) consecutive billing cycles)

<b>Fees:</b>	
<b>Annual Membership Fee:</b>	<b>None</b>
<b>Late Payment Fee:</b>	<b>Up to \$40</b>
<b>Over the Limit Fee:</b>	<b>None</b>
<b>Cash Advance Fee:</b>	<b>\$10 or 4% of each cash advance, which ever is greater.</b>
<b>Balance Transfer Fee:</b>	<b>\$10 or 3% of each balance transferred, which ever is greater.</b>
<b>Return Check Fee:</b>	<b>Up to \$40</b>
<b>Foreign Transaction Fee:</b>	<b>If the merchant is outside of the U.S, the fee is 2%</b>
<b>Rush Card Order Fee:</b>	<b>\$30</b>
<b>Statement Reprint Fee:</b>	<b>\$5</b>
<b>Card Replacement Fee:</b>	<b>\$5</b>
<b>Minimum Payment:</b>	<b>3% of outstanding balance or \$25, whichever is greater</b>

### IMPORTANT DISCLOSURE

**This program is issued and administered by Lyons National Bank. Information on this disclosure was accurate as of April 1, 2022. The variable rates, the fees, and the terms are subject to change.**

#### **CREDIT CARD CONTRACT AND INITIAL DISCLOSURE STATEMENT**

Please read this Contract carefully. Your credit card account will be / is governed by this Contract. In the Contract, "Bank", "we", "our" and "us" refer to Lyons National Bank., ("Bank") and we are the creditor. "You", "your" and "applicant" are the person(s) who apply to us for the Credit Account. "Contract" means the terms and conditions outlined in this Contract that governs the use of your Credit Account and Card. "Credit Account" or "Account" means the credit card account we open for you, which is used to record transaction activity made by you when you access or otherwise use the line of credit we extend to you. "Credit Limit" means the maximum amount of credit which may be outstanding at any time on the Credit Account. You have requested an Account(s) from us. You agree (jointly and severally if more than one) to be bound by the terms and conditions contained in this Contract. The credit limit will be determined by the Bank.

- 1. Your Responsibility for the Account:** You are responsible for the balance on the account and you agree to pay the balance under the terms of the Contract. You need to sign the back of the Card. You need to protect and control the Card use by not letting any other person use it. If you let another person use it, you agree to be responsible for any charges they make. The Cards remain our property and you agree to return them upon our request or we have the right to have a merchant keep the card and return it to us. If your card is lost or stolen or you suspect unauthorized use of your Account, you agree to notify us immediately.
- 2. Using the Account:** You can use the Card and your Account to make charges as long as you do not charge more than your credit limit. We can close or suspend the account at any time. We can also limit the number or amount of charges you can make on the Account. You may select a PIN (Personal Identification Number) to use ATM's to obtain Cash Advances. Your Card and Account cannot be used for illegal charges and cannot be used for online gambling.
- 3. Your Credit Limit:** The Credit Limit is printed on your Statements. You may not exceed your Credit Limit at any time. If your balance is more than your Credit Limit, you must pay the amount over your Credit Limit immediately and we may suspend your account. Your Cash Advance limit will be 100% of your total credit limit.
- 4. Monthly Billing Statements:** We will send you a statement every month with the account activity, fees and interest. It will also show your Minimum Payment and Payment Due Date. If you have any questions about your periodic statement, please write or call [Lyons National Bank, 470 Exchange Street, Geneva, NY 14456](mailto:LyonsNationalBank@lyonsnationalbank.com), or call toll-free [1.888.946.0100](tel:18889460100).
- 5. Payments:** Payments should be sent to the address on the Payment Coupon with your billing statement. If you send a payment to any other address, there may be a delay in crediting it to your account. We do not lose any of our rights to collect the full balance if we accept late payments, partial payments or checks or money orders marked "payment in full" or similar language. Do not send us postdated checks. If you do, we may deposit these checks when we receive them and will not be liable for any fees that may result. We will post payments when received but we may restrict your ability to make new charges against that payment amount for up to ten (10) days.

We may convert and present your payment or a payment returned unpaid from your bank electronically. If this occurs, your check will not be sent to your bank but they can get a copy of it at your request.

**6. Annual Percentage Rate (APR):** 0% introductory APR for the first 3 Billing Cycles. Thereafter, Wall Street Prime + 4.59% to 11.49% variable, based on creditworthiness.

**7. Loss of introductory APR:** If a payment is received late, or payment is returned unpaid, we may apply the standard APR to all remaining balances on your account. This pertains to balance transfers and purchases.

**8. Minimum Payment and Monthly Payment:** You may pay your entire balance at any time, without penalty. You must pay at least the Minimum Payment each month by the payment due date. The Payment Due Date will be at least twenty-three (23) days from the Closing Date. The Closing Date is the last day of the billing cycle.

Monthly Payment: 3% of outstanding balance or \$25 dollars, whichever is greater.

Minimum Payment: The Minimum Payment is the sum of any past due Monthly Payments plus the current Monthly Payment plus any amount over your credit limit.

If you do not pay your Minimum Payment due by the Payment Due Date, you will be billed a Late Fee each month until the account is not past due.

**9. Penalty APR 22.99%:** May be applied to new transactions on your account if a payment is received late. Late is considered payments over 90 days past due (3 statement cycles). Penalty rate will remain in effect until you make six consecutive minimum payments when due.

**10. Applying your Payments:** In general, the payment will be applied in the following order: Unpaid Interest, Unpaid Fees and other Charges; and then principal balance. Payments on an account over the Minimum Payment due will be applied to the highest interest rate balance before being applied to other balances. Making payments over your Minimum Payment Due does not prepay your future Minimum Payments. LNB typically refunds credit balances \$1.00 and greater within 60 days from periodic statement. Upon written request credit balances of \$1.00 or greater will be refunded within 7 business days of payment.

**11. Payment Methods:** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Do not send cash through the mail.

**12. When Interest is Charged:** Interest will be charged on Purchases if you did not pay the previous balance in full by the Payment Due Date (which will be at least 23 days after the "Bill Date" disclosed in the Monthly periodic statement) There is no minimum interest assessed. We will charge interest on the Average Daily Balance (including new purchases). We calculate the interest charge on your account by multiplying the Monthly periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The Monthly periodic rate is the Annual Percentage Rate for Purchases divided by 12. For Cash Advances, you cannot avoid paying interest. We will charge interest on the Average Daily Balance (including new cash advances). We calculate the interest charge on your account by multiplying the Monthly

"average daily balance" we take the beginning cash advance balance of your account each day, add any new Cash Advances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". Cash Advance continues to accrue interest until payment of the total Cash Advance balance is posted. Interest accrued from the last statement date until the Cash Advance payoff date will appear on the next statement. The Monthly periodic rate is the Annual Percentage Rate for Cash Advance divided by 12.

**13. Account Fees:** You agree to pay us the following fees which will be billed to your account as a purchase; however will not accrue interest:

- a. Late Fee: You will be billed up to \$40 if your payment is not received by the payment due date.
- b. Returned Payment Fee: You will be billed up to \$40 if your payment is returned for any reason.
- c. Cash Advance Fee: You will be billed a fee of \$10 or 3% of the amount of each cash advance, whichever is greater.
- d. Balance Transfer Fee: You will be billed a fee of \$10 or 4% of the amount of each balance transfer, whichever is greater
- e. Foreign Transaction Fee: You will be charged a 2% foreign transaction fee for each charge converted from a foreign currency to U.S. dollars.
- f. Statement Copy Fee: You will be billed \$5 for each statement requested.
- g. Replacement Card Fee: You will be billed \$5 for each replacement card you request.
- h. Rush Card Fee: You will be billed \$30 if you request a card be sent by express courier.
- i. Over The Limit Fee: None

**14. Lost or Stolen Cards:** If your card is lost, stolen or being used without your permission, call us toll-free 1.855.632.9036, 24 hours a day. Do not use the Card or Account after you have notified us. You will not be responsible for any unauthorized use after you notify us of the loss, theft or unauthorized use.

**15. If Card is Refused:** We are not responsible and have no liability if your Card or Account is not accepted for a charge. Although you may have the credit available, we may be unable to authorize credit due to system difficulties or mistakes. If your Account is over the Credit Limit or past due, authorization for charges will be declined.

**16. Cardholder Privacy:** We will send you a Privacy Notice annually. Your telephone calls with our representatives may be recorded for quality and other purposes. We may use automated telephone equipment or pre-recorded telephone calls to contact you at any number you provide to us or that we obtain, including any cellular telephone number. You agree that we will not be responsible for the release of information to anyone who has gained possession of a Card or Identification Number, Credit Account Number or Social Security Number.

**17. Calls and Text Messages to Your Cellular Phone:** If you provide us with your cellular phone number or contact us from your cellular phone, you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options for text

messages or other electronic communications that may be received or accessed from your cellular phone and you agree that by enrolling in these services, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment.

**18. Delay in Enforcement:** We can delay enforcing or fail to enforce any of our rights under this Contract without losing them.

**19. Credit Reports:** You authorize us to obtain credit reports about you for any legitimate business purpose. We may obtain a credit report for reviewing, modifying the terms, renewing the account or collection. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

**20. Change in Terms of your Credit Account:** We may change any term of this Contract at any time upon notice to you as required by law. You may have the right to reject the change in terms, depending on the type of change, and, if you do, your account will be closed and you will be able to pay off the balance under the terms of this Contract.

**21. Governing Law:** This Agreement is a New York Revolving Credit Agreement and it and all matters arising out of the issuance of use of any card or Plan shall be governed by, and construed in accordance with, the laws of the state of New York.

**22. Severability:** If any provision of this Contract is invalid or unenforceable under any law, rule or regulation of any governmental agency, Federal, state or local, it shall not affect the validity or enforceability of any other provision of this agreement.

**23. Default:** You agree that we can require that you pay us the balance on your Account if the account is in default. You will be in default of this Contract if any of the following occur: You do not make the Minimum Payment on your Account on or before the Payment Due Date, You die or become legally incompetent, You become insolvent or bankrupt, You exceed or attempt to exceed your Credit Limit, You have provided us with false or misleading information or signatures at any time, You fail to comply with this Contract, or You default in the payment of any other obligation to the Financial Institution for borrowed money which is not secured by the Borrower's principal residence. If you are in default, we may immediately cancel your Account and we do not have to give you notice of cancellation. You agree that you will return the Card(s) to us. Even if an account is in default, you agree to pay Interest and Fees as defined in this Contract until your balance is paid in full. If you resolve a default situation, we can still declare the same or another default later on your Account.

**24. Cancellation:** You may cancel your Account at any time by notifying us in writing at the address on your monthly Statement and returning all cards issued on your Account (cut in half). Even if your Account is closed, you agree to pay the balance on the account under the terms of this Contract. We can suspend your Account privileges or cancel your Account at any time, for any reason. We will notify you after we do so, unless you are in default at that time. We have no obligation to notify you prior to suspending your charging privileges or canceling your Account.

**25. Collection Costs:** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this Contract, you agree to pay reasonable attorney's fees and other collection costs.

**26. Headings:** The headings used in this Contract are for convenience only and are not intended to define, limit or describe the scope or intent of this Agreement or in any way affect this Contract.

27. **Joint Accounts:** If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Bank 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.

28. **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: Lyons National Bank, 470 Exchange Street, Geneva, NY 14456. In your letter, give us the following information: Your name and account number; the dollar amount of the suspected error; a description of the 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; 1) Within 60 days after the error appeared on your statement and 2) If you have enrolled in automatic payment, at least 3 business days before the 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, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

When we receive your letter, we must do two things: 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. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: 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, 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: 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. 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 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. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: These limitations do not apply if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. 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: The Lyons National Bank, P.O. Box 182477, Columbus, OH 43272.4935. 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.

29. **Authorized Users:** At your request, additional cards may be issued for authorized users. You must provide all requests for new, changed or terminated authorized users in writing. You must return any plastic cards issued to any authorized user upon cancellation of their permission to perform transactions as an authorized user.