

### **Changes to This Plan:**

We reserve the right to change any and all of the terms of this agreement. For example, we can change the type and amount of the fees we charge, the interest rate, and the minimum payment amount, as well as the other features of this plan.

We will give you notice of any changes in the plan; not less than 15 days before the effective date of the change.

### **Financial Statements:**

You agree to provide us with periodic financial statements as we may reasonably require.

### **Default and Remedies:**

If you fail to make a payment when due, or we reasonably believe that you cannot pay what you owe us (or could owe us under your credit limit), we can cancel your participation in this plan. If we do so, we can immediately demand payment in full of the entire unpaid balance of principal and finance charges. A right to cure default will be sent to you when required by law. Here are some examples of what would give us this reasonable belief:

- A. Your insolvency,
- B. Your bankruptcy,
- C. Your death,
- D. A money judgement entered against you,
- E. Your default on any other loan with us or another,
- F. Someone brings collection efforts against you (such as a garnishment or attachment), or
- G. You fail to supply us with the financial statements we request.

### **If Your Credit Card Is Lost or Stolen:**

If your credit card is lost or stolen, report it to us immediately. You may do so by calling us directly at

**1-888-999-2242**

### **Liability for Unauthorized Use:**

You should retain all copies of all charge slips until you receive your billing statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. Notification must be given either by writing us immediately upon learning of the loss, theft, or possible unauthorized use or calling us at the telephone number listed above. You will not be liable for any unauthorized use of your Account when you notify us immediately by phone or in writing.

### **Examine Your Statement:**

You must review your statement as soon as possible after you receive it, and report to us any errors or unauthorized transactions. If you do not report any such errors within 60 days of the day we mail the statement with the error on it, you agree to accept the statement as correct. Read the next section as well for the procedure to follow. Your statement will tell you where to send any written notice of errors.

#### *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:

Clear Mountain Bank  
P.O. Box 205  
Bruceton Mills, WV 26525

You may also contact us on the Web: [www.clearmountain.bank](http://www.clearmountain.bank)

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* [or electronically]. 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.

#### *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 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: Neither of these are necessary 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* [or electronically] at:

Clear Mountain Bank  
P.O. Box 205  
Bruceton Mills, WV 26525  
[www.clearmountain.bank](http://www.clearmountain.bank)

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.

#### *Illegal Transactions:*

You agree not to use the credit card for any illegal transactions.

#### **Multicurrency Conversion Rate Disclosure:**

If you effect a transaction with your card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either: 1) a government-mandated exchange rate, or 2) a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

The logo for Clear Mountain Bank features a stylized mountain range silhouette above the text "Clear Mountain Bank" in a large, bold, sans-serif font.

P.O. Box 205  
Bruceton Mills, WV 26525

Member FDIC



[www.clearmountain.bank](http://www.clearmountain.bank)

# Credit Mastercard®

## Account terms and conditions

### **Definitions:**

In this disclosure:

The words *we*, *our*, and *us* mean Clear Mountain Bank of Bruceton Mills, WV. We are the issuer of this credit card. We are the ones giving you credit when you use the credit card.

The words *you* and *your* mean the person or persons we approve for participation in this credit card plan and to whom we issue a credit card.

A *billing cycle* or *cycle* is the period of time that we use to send you a statement of your account. These cycles are about a month, but may vary from 28 to 33 days because of weekends and holidays.

A *cash advance* is a loan of money you may get through this credit card plan by, for example, obtaining cash at an ATM machine which accepts the credit card, getting a cash advance from us under this plan, or getting an advance on this plan from another financial institution.

A *credit purchase* is a purchase or lease of goods or services you make with a merchant who accepts this credit card as the method for payment (We pay the merchant, and you owe us the money). Most of the fees you may owe us for this credit card are treated as credit purchases as well. These will be shown on your statement.

The *payment date* is the date by which we must receive a payment from you (assuming you have a balance). The payment date for a cycle is 25 days after the last day of that cycle. This date will be shown on your statement.

Your *new balance* is an amount printed on your statement that is the total unpaid balance of credit purchases, cash advances, and charges as of the last day of that billing cycle.

### **You Accept This Agreement:**

If we issue a credit card to you, and you sign it or use it, this disclosure becomes our agreement with you. You agree, as to any dispute between you and us, that the law of the state of West Virginia will be used to control this agreement. Federal law also regulates some areas of this agreement as well.

### **Liability for Charges:**

You agree to pay us for the credit purchases and cash advances you make under this credit card plan, plus the finance charges and other charges listed. You also agree to pay us for any charges made by others if (for example):

- A. You allow someone else to use your credit card,
- B. We issue additional credit cards to members of your family at your request with your account number on them, or
- C. You are approved for credit with another person.

Please see sections titled *Your Billing Rights*, *If Your Credit Card Is Lost Or Stolen*, and *Examine Your Statement* for more information on this issue.

**Security:**

If you have given us previous security interest that secures other loans with us, the collateral securing those other loans will also secure the credit you obtain under this credit card plan. (This will not be true if the collateral is *household goods* as defined in the *FTC Credit Practices Rule*.)

If the collateral is your principal residence or real property (land), then such collateral will only secure this plan if those agreements specifically mention this plan.

Future agreements may secure this plan as well.

**Credit Limit:**

We will tell you your credit limit under this plan when the credit card is sent to you (if we have not already done so). It is your duty to stay within your credit limit and to keep others to whom you give access to the plan to do so as well. We are not responsible to you if we allow you to exceed your limit. You must still pay your balance.

If on some occasions we allow you credit of more than your limit, we may later refuse an advance or purchase that would cause you to go over your limit.

**Membership Fees:**

As a condition of participation in the issuer’s credit plan and the insurance of a card, holder agrees that there is an annual membership fee for consumer and business accounts. The membership fee described above entitles the holder to two cards. Please see Rates and Fees Disclosure Table for fees charged.

**Finance Charges on Cash Advances:**

We figure the finance charge on your cash advances by applying the *periodic rate* to the *average daily balance* of your cash advances. To get the *average daily balance*, we take the beginning cash advance balance each day (not including any unpaid finance charges), add any new advances made that day, and subtract any payments or credits received that day. This gives us the *daily balance*. Then, we add up all the daily balances for the billing cycle and divide by the total number of days in the billing cycle. This gives us the *average daily balance*.

(*Note:* If we post a cash advance to your statement in the same cycle in which you make it, the cash advance will be added to your daily balance as of the day you got it. If we post a cash advance to your account in a later cycle than the one in which you made it, the cash advance will be added to your daily balance on the first day of the cycle in which we first post it.)

There is no *grace period* for cash advances. Finance charges begin to accrue on cash advances on the day of the advance (unless the advance is posted in a later billing cycle, in which case finance charges begin to accrue on the first day of that billing cycle).

There is a grace period of 25 days for payment of credit purchases. The grace period works this way: New purchases posted in a particular billing cycle are not included in any purchase’s finance charge balance for purchases for that billing cycle if (i) there is no previous balance for purchases for that billing cycle (ii) there is such a previous balance but all payments and other credits applied to purchases for that billing cycle at least equal such previous balance. Purchases entitled to the benefit of the free period are thereafter included in the applicable opening balance for the first billing cycle in which they are included in a previous balance if any part of either previous balance for purchases for that billing cycle remains unpaid after all your payments and other credits are posted for that billing cycle.

**Interest Charges:**

We figure the interest charges on your account by applying the monthly periodic rate to the entire “Balance Subject to Interest Rate.” The “Balance Subject to Interest Rate” is the “average daily balance” of the account (including current transaction). To get the “average daily balance,” we take the beginning balance of the account each day, add any new cash advances, credit purchases, and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid interest charges. This gives us the daily balance. Then, we add up all of 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.” Interest charges for credit purchases begin on the date the purchase is posted to the account unless the previous balance shown on the statement is paid in full prior to the closing date of the statement. Credit purchases made during the statement period and the previous balance will be excluded from the calculation of the “average daily balance” if the previous balance shown on the front of the statement was paid in full prior to the closing date of the statement. The interest charges for cash advances begin on the date the advance is posted to the account. Holder may avoid additional interest charges on an account by paying in full the new balance shown on the account’s monthly statement within 25 days after the closing date of the statement.

**Minimum Payment:**

Holder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Holder shall pay within 25 days after each statement closing date either a) the full amount billed (“new balance”) or, at holder’s option, b) a minimum payment of \$10.00 or 5% of the new balance, whichever is greater.

All payments by holder will be applied first to payment of interest charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account.

Payments may not immediately be reflected in your available balance.

**Ownership of the Credit Card:**

The credit card remains our property. You agree to surrender all credit cards issued to you if we ask you to do so, and we may confiscate the credit card(s) if you do not comply.

**Merchant Discretion:**

The merchants and financial institutions who are part of the credit card system have the right to decide whether to allow you to use the credit card to get money, goods, or services from them. That decision is within their discretion, and we are not responsible to you if they refuse to accept your credit card.

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| <b>Interest Rates and Interest Charges</b>                                | <b>Mastercard®</b>   |
| <b>Annual Percentage Rate (APR) for Purchases and Cash Advances</b>       | <b>15.84%*</b> fixed.  |
| <b>How to Avoid Paying Interest on Purchases</b>                          | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.   |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | 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> |
| <b>Fees</b>   |  |
| <b>Annual Fee</b>   | <b>\$15.00</b>   |
| <b>Transaction Fees</b>   |  |
| • Balance Transfer  | None.  |
| • Cash Advance  | None.  |
| <b>Penalty Fees</b>   |  |
| • Late Payment  | <b>5%</b> of the past due payment (\$5.00 maximum).  |
| • Over The Credit Limit   | None.  |
| • Returned Check  | \$15.00 for any check tendered as payment on the account which is subsequently returned unpaid.  |

**How We Will Calculate Your Balance:** We use the method called “average daily balance (including new purchases).” See your account terms and conditions for details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement (e.g., Terms and Conditions).

\*Annual Percentage Rate as of November 8, 2024.

**Important Credit Disclosure Information Regarding Your Application –** The above disclosure information is accurate as of the printing date of this application, which is November 8, 2024. This information is subject to change after the printing date; therefore, the applicant should contact the Credit Card Department of Clear Mountain Bank at P.O. Box 205, Bruceton Mills, West Virginia 26525 for information regarding changes in the disclosure.

**Military Lending APR -** 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).