

BANKCARD AGREEMENT FOR UNITED VISA PLATINUM CARDHOLDERS • WITH REBATE

G12779

1. **DEFINITIONS** — In this Agreement, the word “Card” means a single Card or two or more Cards we have issued pursuant to this Agreement. The words “you” and “yours” mean each applicant or person to whom we have issued a Card. The words “us,” “our,” “we” and the “Bank” mean United Bank, Inc. The word “Account” means the MasterCard or VISA Account for which you were issued a Card or Cards and Checks imprinted with your name and Account number. “Authorized User” means any person whom you have given permission to use your Account. If your spouse, or anyone else, desires the same type of credit card to be issued in his or her name, he or she must sign a credit card application requesting the same. “Checks” mean the checks provided to you with your Account, should your Account type provide for Checks. The use of the word “Check” in this Agreement does not imply that the particular Account type you have features Checks as a means of accessing your Account.

2. **YOUR RESPONSIBILITY FOR THE ACCOUNT** — You are responsible for all amounts owed on the Account and agree to pay them, whether it is used by you or an Authorized User. If yours is a joint Account, each of you, together and individually, are responsible for all amounts owed even though the Account was used by only one of you. Do not attempt to use the Card after the expiration date printed on the front of the Card.

3. **ACCEPTING THIS AGREEMENT** — You should sign each Card as soon as you receive it. A Card or Check may be used only by the person named on it. This Agreement shall not become effective unless you have signed the Application for the Account or until you or someone authorized by you signs a sales slip, Check or other written memorandum and before that time you shall not be responsible for any purchases or lease made by use of the Card or Account. This agreement amends and replaces any prior cardholder agreement you may have with the Bank.

4. **CREDIT LIMIT** — Your credit limit for an Account is stated on the statement sent with your Card(s) and will be shown on each monthly statement. Your credit limit is the most you should owe on your Account at any time. You may not use your Account in any way that would cause you to go over your credit limit. If you go over your credit limit, we may impose a fee to the extent permitted by applicable law. If you owe more than your credit limit you may be asked to pay the excess immediately. The Bank may change your credit limit at any time but will notify you if it does.

5. **MONTHLY STATEMENT** — At the end of each billing period (approximately monthly intervals which we call “Billing Cycles”), if there is any activity in your Account, the Bank will send you a monthly statement. The statement will be sent to you on behalf of all Authorized Users of the Account.

6. **PURCHASES** — You can use your Account to obtain loans to finance the purchase or lease of goods and services from participating establishments and for other purposes that will be made available from time to time up to your credit limit. You must sign a sales slip or other memorandum or you must authorize another person to complete one on your behalf. Usually you will be asked to present your Card, but at times you may use the Account to finance Purchases by mail, telephone or the Internet without presenting your Card by authorizing someone else to sign for you.

7. **ADVANCES** — An Advance is a cash loan. It may be obtained by presenting your Card to any bank or other financial institution that accepts the Card or by using any of our ATMs or any ATM which may be provided for your use by another bank or other financial institution that accepts the Card. As explained below, an Advance can also be obtained by using a Check.

8. **ADVANCES BY USING CHECKS** — Checks can be used for any purpose. Advances may be obtained by using them under the following conditions:

The Checks are supplied by the Bank, with your name and Account number printed on them. Only a person whose name is printed on a Check may sign it.

The Bank will not certify a Check.

The Bank will not be responsible for returning it unpaid if (i) there is not enough available credit, (ii) the conditions of this Agreement have not been carried out, (iii) the Account has expired, (iv) the right to use the Account has been cancelled by the Bank, (v) a Card or Check has been reported lost or stolen or (vi) the Check is postdated (shows a future date).

Checks once paid by the Bank are not returned.

Checks are subject to the Bank’s normal rules governing checking accounts.

However, if the Bank does pay any Check that it could have returned unpaid for any reason listed above, you are responsible for its payment under the provision of this Agreement. The Bank is not obligated to advance funds that exceed the credit limit on the Account. You may ask to stop payment on a Check but agree to indemnify us and hold us harmless for any loss or liability we may incur as a result of honoring the stop payment. You agree that we will not be liable if we did not have reasonable time to honor the stop payment.

9. **MONTHLY PAYMENT** — You may pay us the total amount you owe, or any portion of it, at any time, but not less than the Minimum Payment Due as shown on your monthly statement. You must pay at least the Minimum Payment Due each month before the Due Date shown on your monthly statement. The Bank will calculate separate Minimum Payments for all Advances and all Purchases on an Account. If you make your payment by check and that check is not honored by the bank on which it is drawn, the Bank reserves the right to charge and add to the balance of the Account a Return Check Fee. The Minimum Payment Due will be equal to (a) the greater of (1) 1/36th of the New Balance for Advances or the New Balance for Purchases, as the case may be, rounded to the next highest dollar or (2) \$5.00, plus (b) the amount of any unpaid Minimum Payment Due from previous statements, rounded to the next lowest dollar. If the New Balance for Advances or Purchases is less than \$5.00 then such New Balance for Advances or Purchases, as the case may be, will be due. Your credit card includes a Pay Ahead feature which permits you to “carry over” balances which are amounts paid in excess of the Minimum Payment Due. If you pay more than the amount of the Minimum Payment Due in any month, information as to the amount of excess paid will be stored and this Pay Ahead amount will be applied to eliminate or reduce the Minimum Payment Due in the next two (2) billing cycles. Pay Ahead amounts will not be carried beyond two (2) billing cycles. If you pay your balance in full, any information stored as a Pay Ahead amount will be cleared and the process will begin again when a balance is carried beyond a statement Payment Due Date. The Bank reserves the right to deactivate the Pay Ahead feature for any customer, at any time. The Minimum Payment Due shown on your statement will give effect to the Pay Ahead feature. You agree to pay any such Minimum Payment Due shown on or before the Payment Due Date shown on each periodic statement.

10. **INTEREST CHARGES AND FEES** — The initial method of computing Interest Charges, the initial percentage rate for the Interest Charge, the Annual Membership Fee and other applicable fees and charges are set out on your Application, on the materials sent to you with your initial Card or on your Monthly Statement. The Interest Charge and the method of computing it may be different for Advances as for Purchases. The Bank reserves the right to modify the method of computing Interest Charges, the applicable percentage rate, or any of the other fees and charges applicable to your Account from time to time.

11. **PAYMENTS** — The Bank may accept late payments or partial payments, even though marked “Payment in Full”, without losing any of its rights under this Agreement.

12. **ADDITIONAL BENEFITS** — The Bank reserves the right to add Additional Benefits to your Account from time to time, such as Travel Accident Insurance, Emergency Travel Assistance and Rental Car Collision Damage Waiver, to name a few. Your Account may or may not have any or all of such Additional Benefits. The Additional Benefits may be granted, modified or withdrawn at any time and from time to time. If the Bank grants any such Additional Benefits to your Account, the Bank will pay the cost associated therewith, but those Additional Benefits will be supplied by third party providers and the Bank will not be liable for any act or omission of any third party provider.

13. **ILLEGAL USE OF CARD** — Under no circumstance may any Card issued pursuant to this Agreement be used for any Purchase or Advance used in connection with any transaction or series of transactions which violate any provision of applicable local, state or federal law. You agree to indemnify and save the Bank harmless from any liability the Bank may incur or damage it may suffer by reason of use of the Card for any such improper purpose.

14. **CURRENCY CONVERSION** — The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa and MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate that Visa and MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date, plus 2 percent.

15. **USE OF ACCOUNT FOR QUASI-CASH TRANSACTIONS** — The Account may be utilized for payment of certain quasi-cash transactions such as the purchase of money orders, truck stop services, United States Savings Bonds, and wire transfers, use in lawful wagering transactions, obtaining bail bonding, making tax payments to any governmental organization,

payment of insurance premium, making arrangements for hospital patient funds and charitable contributions, political contributions and government loan payments, handling overpayments, payment of court costs and traffic or criminal court fines and similar items. If so utilized, the Bank reserves the right to charge a Cash Advance Fee for any Quasi-Cash Transaction in accordance with the disclosures provided to you from time to time.

16. **WAIVER OF FEES** — The Bank reserves the right at any time and from time to time to grant full or partial waivers of any fee otherwise chargeable to any Account or group of Accounts, for any reason. Any decision by the Bank regarding any such full or partial waiver does not create any right to similar or identical treatment for any other Account or group of Accounts.

17. **REBATE** — The 1% rebate will be applied to the net Continental United States purchases balances reflected on your periodic statement as purchases made in the Continental United States. Net purchase amounts are calculated based on purchases made in the Continental United States, less any credits for returns or adjustments made. Rebates are not calculated on cash advances, use of any check access device, balance transfers, interest charges, late payment fees or other similar fees and charges. During the first month of enrollment in the Rebate Program, the 1% value of the rebate will be stored. Each month thereafter, the stored rebate amount will be credited against purchases made within the Continental United States, if any, and the rebate amount earned that month will be calculated and stored in the rebate account for application against future purchases within the Continental United States. Return of and credits for qualifying purchases will result in a reduction in the rebate amount and could result in a reduction of the stored value amount of rebates earned. Each month your billing statement will show your rebate total, which, after the first month, will be posted to your account monthly, provided that the account is open and in good standing at the time of the posting. The 1% rebate will not apply to those purchases reflected on your periodic statements as made outside the Continental United States. Rebates will not be calculated on accounts which are delinquent or, which are otherwise in default or deemed ineligible by United Bank, Inc., in its discretion. Any stored rebate values, not previously credited, on such ineligible accounts will be eliminated. United Bank, Inc. reserves the right to amend the Rebate Program at any time or to terminate the program. The 1% rebate will be applied as directed by you on the initial application.

18. **IMPOSITION OF MISCELLANEOUS FEES** — See the enclosed account opening disclosure for the specific fees that may be imposed. The Bank reserves the right to impose a Research Fee in the event that questions raised by you, or anyone else entitled to inquire about your Account, call upon the Bank to incur personnel time or expense to answer or otherwise respond to any inquiry. If you report your Card lost or stolen and request reissuance of a new Card, the Bank reserves the right to charge and add to the balance of your Account a Card Replacement Fee. The Bank reserves the right to charge and add to the balance of your Account a Cash Advance Fee for utilizing your Card to obtain a cash advance either through automated teller machines, for overdraft protection (Ready Reserve) or at a bank window.

19. **ALTERATION OF INTEREST CHARGE UPON DELINQUENCY** — To the extent permitted by law, if your Account falls delinquent, the Bank reserves the right to adjust the Annual Percentage Rate upon your balance to a higher percentage rate.

20. **SECURITY INFORMATION** — Important Information When Traveling Outside The United States — If you plan to travel outside the U.S., please contact a bankcard representative at 1-800-242-7600. For security reasons, some foreign countries may be blocked or have certain restrictions. Your account is also protected by a fraud monitoring system that uses sophisticated technologies that seeks out and identifies suspicious card activity on your behalf. Fraud is serious business. Therefore, if high risk or suspicious activity occurs, you may receive calls from security analysts to confirm activity. In some cases your account may be temporarily blocked until validity of charges is confirmed.

21. **ONLINE CREDIT CARD ACCESS** — Our online credit card service is an excellent resource for current account information and transaction history. It is also a quick and easy way to make your credit card payment. To use this service, sign up today by selecting the “credit card” option under Online Banking at bankwithunited.com.

22. **LOST OR STOLEN CARDS OR CHECKS** — If your Card or Checks are lost or stolen, or are possibly being used without your permission, you must notify us immediately by calling (304) 295-3461 or 1-800-242-7600. You should also follow this up by writing United Bank, Inc., Bankcard Division, P.O. Box 1382, Parkersburg, West Virginia 26102. Don’t use the Card or the Checks after you have notified us even if you get them back.

If your Card or Account is used by an unauthorized person you may not be liable for any Purchases or Advances made after you have notified the Bank of the loss or theft by phone or in writing, at the telephone number or the address shown above.

If someone else is authorized to use your Card or Account and you want to end your responsibility for the use of the Card or Account by that person, you must let us know in writing. You must send to the Bank with your written notice, any Card or Checks that person had.

23. **DEFAULT AND COLLECTION COST** — Upon your insolvency, bankruptcy or death, or default in payment of any amount due, we may demand immediate payment of the full balance owed on your Account subject to the provisions of West Virginia Code, Chapter 46A, Article 2, Section 106. You agree to waive the right to trial by jury and the right to assert any counterclaim or offset against us.

If the Bank asks that any amount owed to it be paid because one or more of the above events has happened, and the Bank refers this claim for collection to an attorney, you agree to pay the Bank’s reasonable attorney fees to the extent permitted by law.

24. **DELAY IN ENFORCEMENT** — The Bank can delay enforcing its rights under this Agreement without losing them.

25. **CREDIT REPORTS** — You authorize the Bank to make or have made any credit, employment, and investigative inquiries as it deems appropriate for the extension of credit or the collection of amounts owed under your Account. The Bank can furnish information concerning an Account or credit file to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report on you was requested and the name and address of the consumer reporting agency that furnished the report.

26. **AMENDMENT OF AGREEMENT** — The Bank can change this Agreement, including Interest Charges and the Annual Percentage Rate at any time as permitted by law. The Bank may sell or otherwise transfer your Account and any amounts owed by you to another creditor at any time. If the Bank does, this Agreement will still be in effect.

27. **CANCELLATION** — You may cancel your Account at any time by notifying us in writing and returning your Card or Cards and Checks cut in half. However, you remain responsible to pay the unpaid balance with Interest Charges and any other charges according to the terms of this Agreement. The Bank can cancel or suspend your Account privileges at any time to the extent permitted by law and if the Bank asks, you must cut your Card or Cards and Checks in half and return them to the Bank.

28. **OVERDRAFT PROTECTION SERVICE** — If you have agreed to use our Overdraft Protection Plan, Ready Reserve, any overdrafts on a checking account covered by the plan will be treated as an Advance against your Account in \$50.00 increments and will be subject to the terms and conditions covering Advances under this Agreement.

29. **APPLICABLE LAW** — The relationship between you and the Bank is controlled by the laws of West Virginia and the United States.

30. **IF YOUR CARD OR CHECK IS REFUSED** — The Bank is not responsible if a seller, bank or other person refuses to honor your Card or Checks. Although you may have credit available, the Bank may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited since the Bank may limit the number of authorizations which may be given. These restrictions are for security reasons. As a result, the Bank cannot explain the details of how its authorization system works. Neither the Bank nor its agents will be responsible if authorization for a transaction is not given. If your Account is overlimit or delinquent, authorization of credit for transactions may be declined. In addition, United uses a fraud monitoring tool to track spending patterns and identify suspicious activity. A fraud analyst may contact you to verify transactions. If we are unable to reach you by telephone and the transactions are highly suspicious, your account may be temporarily blocked until activity can be verified.

31. **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 or requests a loan.

What this means for you: When you open an account or request a loan, 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.

We may ask our established customers for identification and we will use this information to update our files.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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:

United Bankcard Department,
P.O. Box 1382, Parkersburg, West Virginia 26102

You may also contact us on the Web at: bankwithunited.com or bankcard@bankwithunited.com. 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:

- 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:

- 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.)
- 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.
- 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:

United Bankcard Department
P.O. Box 1382, Parkersburg, West Virginia 26102
bankwithunited.com or bankcard@bankwithunited.com

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.