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 “your” mean each applicant or person to whom we have issued a Card. The words “us,” “our,” “we” and the “Bank” mean United Bank. The word “Account” means the MasterCard or Visa Account for which you were issued a Card or Cards and Checks impersonated 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” means 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 agreed 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 person whose name is printed on the Card or Check. 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 losses made by use of the Card or this Agreement. 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. The Bank reserves the right to grant you or increase your Account at any time. You may in 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. Until you or someone authorized by you signs the sales slip, Check or other written memorandum and before that time you shall not be responsible for any purchases or losses made by use of the Card or this Agreement.

7. ADDITIONAL BENEFITS – The Bank reserves the right to add Additional Benefits to your Account from time to time, for any reason. Any decision by the Bank regarding such full or partial waiver does not create any right to similar or identical treatment for any other Account or group of Accounts.

12. ADDITIONAL BENEFITS – The Bank reserves the right to add Additional Benefits to your Account from time to time, for any reason. Any decision by the Bank regarding such full or partial waiver does not create any right to similar or identical treatment for any other Account or group of Accounts.

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 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 worldwide currency markets for the applicable central processing date, which may vary from the rate that Visa or MasterCard itself could have received in the applicable central processing date, for up to 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 charitable contributions to any governmental or other organization that are charitable contributions for income tax purposes, and to make a judicial or administrative filing fee or filing charge. If you are seeking to fund an insurance premium, charity, or any other charitable contribution, the amount that may be paid to the Bank by you for the purpose of funding the insurance premium or charitable contribution shall be paid to the Bank in a personal check payable to the Bank from your personal funds and the Bank shall be entitled to charge the amount so paid to your Account. If you are seeking to make a judicial or administrative filing fee or filing charge, you may be charged 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.

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

23. DELAY IN ENFORCEMENT – The Bank can delay enforcing its rights under this Agreement without losing them.

24. 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 this information to 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.

25. 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 you to another creditor at any time. If the Bank does, this Agreement will still be in effect.

28. CANCELLATION – You may cancel your Account at any time by notifying us in writing and returning your 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 directs you to do so. You may not use your Card or Checks in half and return them to the Bank. You may not use your Card or Checks in any manner not authorized by us. The Bank can charge your Account for the cost of replacing Cards or Checks lost or stolen. You will be charged a fee for the replacement of a lost or stolen Card or Check.

29. BANK CARD AGREEMENT FOR UNITED CARDHOLDERS

G17222

10. INTEREST CHARGES AND FEES – The initial method of computing Interest Charges, the initial rate percentage 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 and rate of Interest Charges and any 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”, as a partial payment. If you make any such partial payment, the Bank reserves the right to deactivate the Pay Ahead feature for any customer, at any time. 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 amounts paid in excess of the Minimum Payment Due. If you pay more than the amount of the Minimum Payment Due for Advances or Purchases is less than $5.00 then such New Balance for Advances or Purchases, as the case may be, will be added to the balance of your Account.

26. CANCELLATION – You may cancel your Account at any time by notifying us in writing and returning your 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 directs you to do so. You may not use your Card or Checks in any manner not authorized by us. The Bank can charge your Account for the cost of replacing Cards or Checks lost or stolen. You will be charged a fee for the replacement of a lost or stolen Card or Check.

27. DEFAULT AND COLLECTION COST – Upon your insolvency, bankruptcy or death, or default in payment of any amount due, the Bank 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 to accept any counterclaim or offset against you.

22. DEFAULT AND COLLECTION COST – Upon your insolvency, bankruptcy or death, or default in payment of any amount due, the Bank 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 to accept any counterclaim or offset against you.

If your Card or Account is used by an unauthorized person you may be liable for any Purchases or Advances made after the date you notified us, by telephone or in writing, of the unauthorized use of your Card or Account or until you or someone authorized by you signs a sales slip, Check or other written memorandum.

30. 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 identify and verify 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 identifying documents 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:

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 will 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:

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.