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 Cards or Checks. “the Bank” means United Bank. The word “Account” means a MasterCard or VisaAccount for which you were issued a Card or 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, decides the same type of credit card to be issued in his or her name, or she must sign a credit agreement, you hereby authorize us to issue a credit card to such person. Please note that 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 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.

3. CURRENCY CONVERSION – The exchange rate between the transaction currency and the billing currency used for computing Interest Charges, the applicable percentage rate, or any of the other fees and charges applicable to your 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 Purchases on an Account. If you make your payment by check and that check is dishonored, 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 discontinued by the Bank, (v) a Card or Card has been reported lost or stolen or (vi) the Card is petitioned (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.

4. 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 from time to time up to your credit limit. You may sign a sales slip or memorandum and before that time you shall not be responsible for any purchases or leases made by use of the Card or Account. This agreement amends and replaces any prior cardholder agreement you may have with the Bank.

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 from time to time up to your credit limit. If you make your payment by check and that check is dishonored, 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 discontinued by the Bank, (v) a Card or Card has been reported lost or stolen or (vi) the Card is petitioned (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.

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 you by another bank or other financial institution that accepts the Card. As explained below, an Advance can also be obtained by using your Card through a Direct Deposit Program.

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 signature is on record may order a Check. 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 discontinued by the Bank, (v) a Card or Card has been reported lost or stolen or (vi) the Card is petitioned (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.

9. 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 Services Savings Bonds, and wire transfers, use of a credit card at any discount or cash redemption point, or use of Checks to purchase gift, travel, or merchandise gift cards.

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

17. APPLICABLE LAW – The relationship between you and the Bank is controlled by the laws of West Virginia and the United States. If you are an Overseas Customer, for transactions conducted outside the United States, the Bank will apply local law to your Account in the country in which you reside.

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 Service 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 will be liable if we did not have reasonable time to honor the stop payment. You agree that we will not indemnify you for any loss or liability we may incur as a result of honoring the stop payment. You agree that we will not be liable for any additional costs the Bank may incur or damage it may suffer by reason of use of the Card for any such improper purpose.

19. ALTERNATION 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 United States, 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 seek 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 activity can be verified. 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 requests for your Account, call upon the Bank to incur personnel time or expense to answer or otherwise respond to any inquiry. You agree that 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.

21. ONLINE CREDIT CARD ACCESS — Our online credit card services is an excellent resource for current account information and transaction history. It is 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. DELAY IN ENFORCEMENT — The Bank can delay enforcing its rights under this Agreement without losing them.

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 to assert any counterclaim or offset other than that of the same cause of action.

24. CREDIT REPORTS — You authorize the Bank to make or have made credit, employment, and investigative inquiries as it deems appropriate for the extension of credit or the collection of amounts owed under your Account. 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 applicable to your Account, at any time. If your Account is affected by any change of this Agreement, a notice will be mailed to you at your last known address on file with the Bank.

26. APPLICABILITY LAW — The relationship between you and the Bank is controlled by the laws of West Virginia and the United States.
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, 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 you 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.