

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 typed 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 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. **FINANCE CHARGES AND FEES** - The initial method of computing Finance Charges, the initial percentage rate for the Finance 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 Finance 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 Finance 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 premia, 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. **IMPOSITION OF MISCELLANEOUS FEES** - 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 such 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.

18. **ALTERATION OF FINANCE CHARGE UPON DELINQUENCY** - If your Account falls delinquent, the Bank reserves the right to adjust the Annual Percentage Rate upon your balance to a higher percentage rate.

19. **CREDIT INSURANCE** - From time to time we may offer you the option to obtain credit life, multi-peril credit or other type of credit insurance providing protection to pay your Account in the event of loss of life, loss of income or disability. The items covered and the premiums for any credit policy will depend upon the coverage provided by the policy. Any credit policy which we offer will be described to you by the insurance provider. Any charge for credit insurance will be made each Billing Cycle and will be included on your monthly statement. You are not required to obtain credit insurance in order to have an Account with us.

20. **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.

21. **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.

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

23. **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.

24. **AMENDMENT OF AGREEMENT** - The Bank can change this Agreement, including Finance 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.

25. **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 Finance 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.

26. **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.

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

28. **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.

29. **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 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.

UNITED BANK, INC.

By



Richard M. Adams  
Chairman of the Board

## YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at United Bankcard Department, P.O. Box 1382, Parkersburg, West Virginia 26102 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to the mistaken amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone to which you were reported. We must tell anyone we report you to that the matter has been settled between us when the matter becomes final.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**PRICING ADDENDUM - Account-Opening Disclosure**

<b>INTEREST RATE AND FEE DISCLOSURES UNITED VISA (PAT SOFTWARE A.G.-9510)</b>	
<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>17.90%</b>
<b>APR for Balance Transfers</b>	<b>17.90%</b>
<b>APR for Cash Advances</b>	<b>17.90%</b>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the post date.
<b>Minimum Interest Charge</b>	There is no minimum interest charge.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

<b>Fees</b>	
<b>Annual Fee</b>	<b>\$18</b>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p><b>None</b></p> <p>Either <b>\$5</b> or <b>1 1/2%</b> of each cash advance, whichever is less</p> <p><b>None</b></p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the-Credit Limit</li> <li>• Returned Payment</li> </ul>	<p><b>5%</b> of the Minimum Monthly Payment, but not less than <b>\$1.00</b> or more than <b>\$15.00</b>.</p> <p>Either <b>\$10</b> or <b>2%</b> of your credit limit, whichever is less</p> <p><b>\$10</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card agreement.

**Card Replacement Fee** – 1-2 days **\$10.00**, 3-5 days **\$5.00**, 7-10 days **None**

**Research Fees** - **\$15.00** per hour, **\$3.00** per copy

**Retrieval Fee** - **\$25.00**

**HOW WE CALCULATE THE AMOUNT OF INTEREST** – In order to compute the Interest Charge we must get the Interest Charge Balances. Each Interest Charge Balance is a composite of multiple balances. For Purchases, the multiple balances include (i) Purchases for the current Billing Cycle and (ii) all other Purchases. For Advances, the multiple balances include (i) Advances for the current Billing Cycle and (ii) all other Advances. Although calculated separately, the multiple balances are added together before the Bank computes the Interest Charge. Therefore for simplicity's sake, we will describe here only a composite of the separate Advances Interest Charge Balances and Purchases Interest Charge Balances. Interest Charges will be calculated separately for Advances and Purchases in the following manner:

**(1) For Advances** – The INTEREST CHARGE on Advances is computed for each Billing Cycle by multiplying the Advances Balance Subject to Interest by the Daily Periodic Rate in effect for that Billing Cycle and multiplying the resulting product by the number of Days in Billing Cycle. The Daily Periodic Rate in effect for the Billing Cycle is determined in accordance with paragraph 3 below. To compute the Advances Balance Subject to Interest, the Bank adds up all the daily principal balances in the Billing Cycle and divides the sum by the number of Days in Billing Cycle. The Bank gets the average daily balance as follows. The Bank takes what you owe for Advances for each day and subtracts any unpaid Interest Charges. That is the opening principal balance for that day for Advances. Each day the Bank begins with the opening principal balance for that day and adds all new Advances and Debit Adjustments posted to principal for Advances that day and subtracts all Payments and Credits posted to principal for Advances that day.

**(2) For Purchases** – The INTEREST CHARGE on Purchases is computed for each Billing Cycle by multiplying the Purchases Balance Subject to Interest by the Daily Periodic Rate in effect for that Billing Cycle and multiplying the resulting product by the number of Days in Billing Cycle. The Daily Periodic Rate in effect for the Billing Cycle is determined in accordance with paragraph 3 below. Except when you are entitled to the benefit of the free period the Bank determines the Purchases Balance Subject to Interest as follows. The Bank takes what you owe for Purchases for each day and subtracts any unpaid Interest Charges. That is the opening principal balance for that day for Purchases. Each day the Bank begins with the opening principal balance for that day and adds all new Purchases and Debit Adjustments posted to principal for Purchases that day and subtracts all Payments and Credits posted to principal for Purchases that day. In the free period the Bank does not include new Purchases in any daily principal balance for Purchases if they are posted in any Billing Cycle when you have no previous balance for Purchases, or when your Payments and Credits applied to Purchases and posted for the Billing Cycle at least equal the previous balance for Purchases for that Billing Cycle. Purchases entitled to the benefit of the free period are later included in the opening principal balance for any Billing Cycle in which they are included in a previous balance, if part of the previous balance for Purchases for that Billing Cycle remains unpaid after your Payments and Credits are posted for that Billing Cycle. This method of Interest Charge calculation has been described as the average daily balance (including new purchases) method with at least a 25-day free period or Grace Period.

**(3)** Now that the Bank has the Interest Charge Balance, it computes the Interest Charge for an Account as follows: The Bank multiplies the Advances Balance Subject to Interest by a Daily Periodic Rate of .04904% and multiplies the resulting product by the number of days in Billing Cycle. The result is the Interest Charge at Periodic Rate for Advances for the Billing Cycle. The Bank multiplies the Purchases Balance Subject to Interest by a Daily Periodic Rate of .04904% and multiplies the resulting product by the number of days in Billing Cycle. The result is the Interest Charge at Periodic Rate for Purchases for the Billing Cycle. Any Interest Charge at Periodic Rate shown on the monthly statement sent you will be computed only through the last day of the Billing Cycle, but the Interest Charge at Periodic Rate continues to accrue until payment is posted. A Daily Periodic Rate of .04904% corresponds to an ANNUAL PERCENTAGE RATE OF 17.90%. As mentioned above, the actual calculation of the Interest Charge for Advances or Purchases may be made using multiple balances. However, the amount of Interest Charge the Bank bills you will be the same as it would be if the calculation had used the applicable composite Interest Charge Balance. Except when you are entitled to the benefit of a Grace Period for Purchases, both Purchases and Advances will earn Interest from the post date of the transaction.