

CONSUMER CREDIT CARD AGREEMENT

YOUR CONTRACT WITH US

1. This document, and any future changes to it, is your contract with us. We will refer to this document as your “Agreement” or “Credit Card Agreement”; these terms also include any changes we may make to this document from time to time.
2. The words “we”, “us” and “our” mean Virginia Community Bank or any subsequent issuer or holder of your account.
3. The words “you” or “your” mean each and all of those who are granted, accept, or use the account and any person who has guaranteed payment of the account. You consent and agree to these terms and conditions, and also to the terms contained on the Card, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to you or any authorized user of your Cards. You will be bound by this Agreement and responsible for paying all amounts owed. You agree with the terms and conditions of this agreement when you accept, sign or use your Card.
4. You agree and consent to an investigation of your credit standing prior to the issuance of a Card to you, and at any time thereafter, and authorize disclosure of such information relating to your credit standing to third parties.

USE OF YOUR CARD

1. **Use of Card.** You can use your card to purchase goods and services at participating merchants. We will add the amount of each purchase to the part of your account we will call purchases. Subject to your available credit line, you can also obtain cash advances (loans) by presenting your credit card at any participating financial institution, or by using a designated Automated Teller Machine (ATM), provided a Personal Identification Number (“PIN”) has been issued to you. You may make cash advance withdrawals totaling not more than \$500 each from compatible ATM terminals, not to exceed your credit limit. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. You will not be liable for the unauthorized use of the card or PIN issued to you which occurs before we receive notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. Lost or stolen cards or PINS should be reported immediately to us by notifying CUSTOMER SERVICE, 516 Edgewater Drive, Wakefield, MA 01880, and Telephone (866) 563-1335. When using your card, you agree to provide identifying information and sign the appropriate drafts, when necessary. Failure to sign a draft does not relieve you of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited.
2. **Authorized User.** If you let someone else use your account (Authorized User), you are responsible for all transactions made by that person, whether or not you have notified us that the person will be using your account and whether or not the amount of the actual use exceeds your permission or was made for your benefit. An Authorized User will not be responsible for paying the balances due on the Account. You cannot disclaim responsibility for these charges by notifying us, but if you write us at the address or call at the telephone number shown on your billing statement and return all cards to us, we will close the your account for new transactions.
3. **Balance Transfers.** Balance transfer means a transfer of funds to another creditor initiated by us at your request. Balance Transfers include Transaction fees and adjustments associated with any Balance Transfer.
4. **Credit Limit.** Your “Credit Limit” is the maximum amount of Transactions (purchases, cash advances, and balance transfers), interest, finance charges, plus any other charges that we allow you to owe on the account at any time. You will be advised of the Credit Limit when the card is issued. You promise not to allow the outstanding balance to exceed the Credit Limit. However, if you exceed the Credit Limit, you are still responsible to pay the

outstanding balance to us. We do not give up any of our rights under this Agreement and can require that you immediately pay any amount in excess of the Credit Limit. We may establish a maximum cash advance amount that is less than the Credit Limit. This cash advance limit is the Cash Limit.

INTEREST AND FEES

- 1. Membership Fees.** As a condition of your account, you agree that there is no annual membership fee for your account, unless otherwise noted in the fee disclosure provided to you. Any membership fee noted entitles you to MasterCard credit cards, and you agree to pay a fee for each additional card requested. Please see the Consumer Credit Card Disclosure for fees charged.
- 2. Interest Charges.** You shall pay Interest Charges as shown on your monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Consumer Credit Card Disclosure. We figure the Interest Charges on your account by applying the Daily Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with you and written in connection with these regulations. 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. You may avoid additional Interest Charges on your account by paying in full the New Balance shown on the account's monthly statement that is at least 26 days after the Closing Date for that statement.
- 3. Finance Charges.** A FINANCE CHARGE accrues on every purchase and cash advance from the day each advance is posted to your account to the day payment of the advance is credited. However, you can avoid paying a FINANCE CHARGE on current billing cycle purchases (those itemized on a statement) if you paid in full the new balance on your previous statement so that we receive and credit it on or before the due date indicated on that statement.

HOW WE DETERMINE THE AMOUNT OF FINANCE CHARGE:

We figure the FINANCE CHARGE on your account by applying the periodic rate of FINANCE CHARGE to the "Average Daily Balance" of your account. To get the "Average Daily Balance," we start with the beginning balance of your account excluding unpaid FINANCE CHARGES. We add any cash advances posted to your account that day. We also add any new purchases unless you paid in full the new balance on your statement for the previous billing period by its payment Due Date. We subtract any credits and any payments (after any unpaid FINANCE CHARGES are paid) posted to your account that day. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide by the total number of days in the billing period. This gives us the "Average Daily Balance." We figure the FINANCE CHARGE on your account by multiplying the "Average Daily Balance" by a periodic rate of FINANCE CHARGE.

- 4. Variable Annual Percentage Rate.** The current Daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for new accounts are disclosed on the accompanying card mailer. These rates may vary monthly based on the current market Prime Rate. The ANNUAL PERCENTAGE RATE is based on the highest prime rate published in *The Wall Street Journal* "Money Rates" table, PLUS a Margin. For more information on current margin(s), please refer to the Consumer Credit Card Disclosure. We read the WSJ Prime rate on the 15th of each month and any change in your rate will be reflected as of the 30th day of that same month ("Change Date"). Beginning on the date an adjustment in the rate is effective and until the next Change Date, the Daily Periodic Rate then in effect

will be applied to the balance in the account to determine the Interest Charges. An adjustment in the Daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE will apply both to the outstanding balances in the account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause an increase or decrease in the Daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE and may increase the amount and number of minimum payments. If the Index Rate ceases to be made available, we may substitute a substantially similar index and margin.

5. **How We Will Calculate Your Variable APRs.** We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal on the 15th of each month and any change in your rate will be reflected as of the 30th day of that same month. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.
6. **Late Fees.** If you don't pay at least the minimum payment by the due date, you'll be charged a late payment fee of \$25. In addition, if you make a late payment, you will be in default and you may be subject to interest rate increases.
7. **Overlimit Fees.** If your new balance exceeds your credit limit as of a billing cycle closing date you will not be charged an overlimit fee.
8. **Additional Fees.** For a listing of fees charged in association with your card, please see the Consumer Credit Card Disclosure accompanying this Agreement. These charges will not be imposed if your request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to your account.

PAYMENT TERMS

1. **Monthly Statements.** We will send you a statement at the end of each monthly statement period in which there is a transaction or an outstanding balance on your account. The statement will show all transactions, the unpaid balance on your account, the amount of credit available to you (your credit line minus the new balance), the minimum payment due and the due date.
2. **Payment.** You agree to pay us back all purchases and cash advances made under your account, together with all finance charges and any fees and other charges according to the terms of this Agreement. You shall pay within 26 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, if you choose, (b) a minimum Payment of 3% of the New Balance, whichever is greater. Payments may be mailed to Virginia Community Bank, P.O. Box 70222, Philadelphia, PA, 19176. Payments may be made, in person, at a Virginia Community Bank office. Payments received after 5:00 p.m. EST on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day.
3. **How We Apply Payment.** All payments will be applied first to the Minimum Payment Due. Any payments made in excess of the Minimum Payment Due will be applied first to the balance with the highest interest rate then successively to each lower interest rate until payment is exhausted. For expiring deferred interest balances, the entire excess of a minimum payment will be applied during the last two Billing Cycles immediately preceding the expiration of the deferred interest period.
4. **Security Interest.** All credit advanced to you for credit purchases or cash advances constitutes loans made by us to you. We disclaim as security for loans made to you under these regulations any security interest we may at any time have in household goods or real property. Except as disclaimed above, loans made to you after the effective

date of these regulations may be secured by collateral given by you to secure other loans from us.

DEFAULT AND ACCOUNT TERMINATION

- 1. Default.** You promise to observe and comply with these regulations and promise not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) you fail to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) you die, cease to exist, change residency to another state, become insolvent or the subject of bankruptcy or insolvency proceedings, or fail to observe any covenant or duty contained in these regulations, if such event or breach materially impairs your ability to pay amounts due; the full amount of your account for which the default occurred (including unpaid Interest Charges) shall, at our option become immediately due and payable if you do not cure the default within 15 calendar days after notice is mailed to your address, or given as otherwise provided by law. We have this right, without notice and opportunity to cure, if the default is your third default within 12 months and you are notified of the prior two defaults and you cured those defaults.
- 2. Termination.** Your consent to these regulations may be terminated at any time by surrendering the cards issued to you or at your written request, but such termination shall not affect your obligations as to any balances or charges outstanding at the time of termination. Your termination shall be binding on each person in whose name the card is issued. If your spouse terminates this credit plan, the full amount of your account (including unpaid Interest Charges) may be declared immediately due and payable. We may terminate your privilege to use the cards if you move out of our service area, as we may define from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to you and without affecting your liability for credit previously extended, your privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain our property and you agree to surrender them to us upon demand.

MISCELLANEOUS

- 1. Joint Accounts.** If your account is a "Joint Account," you and the Joint Account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. This means that we can require any holder of your account individually to repay the entire amount owed under this Agreement. You authorize the other(s) to make purchases, cash advances, or otherwise access the Account, individually. You or the other holder(s) may terminate the Account and the termination will be effective as to all of you. You agree not to give us conflicting directions.
- 2. Foreign Transactions.** Transactions made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate in effect on the central processing date may differ from the rate in effect on either the transaction date or the posting date. The exchange rate is subject to change by MasterCard.
- 3. We May Sell Your Account.** We may at any time, and without notice to you, sell, assign or transfer your account, any amount due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to which we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.
- 4. Disputes.** We are not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws(as indicated in the Summary of Billing Rights below), we have no responsibility for merchandise or services you obtain with a card and any dispute concerning merchandise or services will be settled between you and the merchant concerned.

5. **Amendments.** We may amend these regulations from time to time by sending you advance written notice not less than 45 days prior to the effective date for any change that is either adverse to your outstanding balance or increases certain fees, as required by the Consumer Protection Act from time to time, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that we indicate in the notice and that the law permits, amendments will apply to your existing account balance as well as to future transactions. Notices are deemed given when we mail them to your current address for mailing monthly statements. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the Consumer Protection Act.
6. **Governing Law.** You agree to be governed by the Consumer Protection Act with respect to all aspects of the transactions arising under these regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.
7. **Collection Costs.** You agree to pay all collection costs, including reasonable attorney's fees, if we start collection proceedings.
8. **Permission to use monthly statements, etc. as evidence if you go to court for any reason, with photocopies.** If we go to court for any reason, we can use a copy, microfilm, or microfiche of any monthly statement or other document to prove that you owe us or that a transaction has taken place. The copy, microfilm or microfiche will have the same validity as the original.
9. **Replacement Fees if Card is Damaged.** If your card is damaged and/or you request that a new card be issued to you, you will be charged a \$5.00 replacement Fee. This will be added to your current cycle purchases and reflected on your monthly statement.
10. **Reference to Benefits Guide.** We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the Benefits Guide and other official documents provided to you from time to time by or on behalf of Virginia Community Bank. We may adjust, add, or delete benefits and services at any time and without notice to you.
11. **Change of Address.** You must notify us promptly when you change your address. We may also change your address if so notified by the post office or others.

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 of paper at:

Card Services
PO Box 228
Wakefield, MA 01880

- ✓ Write to us as soon as possible. We must hear from you no later than 60 days after we sent you your first bill on which the error or problem appeared. You can call us on the telephone, 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 not sure about.
- ✓ If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the 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 any questioned 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 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 to us within 10 days telling us that you still refuse to pay because you claim there is an error, we must tell anyone we report you to that you have a question about your bill. We must tell you the name of anyone to whom we provided information about your account. We must tell anyone we report you to that the matter has been settled between us when it finally is.

- ✓ If we do not follow the rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases:

- ✓ If you are dissatisfied with the goods or services that you 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 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to your, 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 do not qualify.
 3. You must not 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 at:

**Card Services
PO Box 228
Wakefield, MA 01880**

- ✓ While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigations, 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.