

## STELLARONE

### VISA CLASSIC CASHBACK CREDIT CARD AGREEMENT

This Agreement and Disclosure Statement contains the terms and disclosures which apply to your VISA Classic Cashback Fixed Rate Credit Card account ("Account") with StellarOne Bank ("StellarOne" or the "Bank"). You agree to be bound by the following terms, conditions, and disclosures. Furthermore, by accepting and using the Card and/or Convenience Checks, you expressly agree to be bound by the provisions of the Agreement and the rates and charges applicable to the Card and/or Convenience Checks. The words "you," "your," and "yours" applies to all persons on this Account and anyone else you authorize to use the Account. The words "we," "us," and "our" mean StellarOne.

#### 1. How You May Use Your Account.

(a) Purchases. You can purchase or lease goods and services ("Purchases") from a merchant who honors VISA up to your maximum credit limit.

(b) Cash Advances. You may obtain cash loans ("Cash Advances") up to your maximum credit limit from Financial Institutions that accept VISA. You may also use your Card at automated teller machines to obtain Cash Advances from your account.

(c) Balance Transfers. You may transfer balances from other credit cards using Convenience Checks provided by the Bank.

(d) Terms and Conditions. You will not present your card or otherwise access your Account for any extension of credit, whether by purchase, balance transfer, or cash advance in excess of the available credit (the difference between your outstanding balance and your maximum credit limit) on your Account. You understand that StellarOne is not liable if a seller, merchant, or Financial Institution other than StellarOne refuses to honor your Card or refuses to grant a Cash Advance which you request. You will only use your Account for transactions that are legal where you reside. For example, internet gambling transactions may be illegal in your state. Display of a payment card logo by an on-line merchant does not mean that an internet transaction is legal where you reside. StellarOne will not be liable if you engage in an illegal transaction. Transactions appearing to be illegal may be blocked.

**2. Maximum Credit Limit.** We will provide you with a notice of your maximum credit limit, and you agree we may change your limit at any time. You agree never to use your Account where the use will exceed your maximum credit limit. You also agree that we are not obligated to extend to you credit for an amount that would make your outstanding balance exceed your maximum credit limit, or for any amount if your outstanding balance is already over the maximum credit limit. You will pay amounts we advance which exceed your maximum credit limit upon demand by the Bank. We may re-evaluate your financial condition if you request a higher credit limit, or at any other time, and this may include obtaining a report from a consumer credit reporting agency which you hereby authorize us to obtain, and/or asking you for current financial information. Based upon such a review, and subject to our credit policies, we may immediately increase or reduce your credit limit or restrict your further access to your Account without prior written notice. However, we may not accelerate the outstanding balance unless an event of default has occurred.

**3. Monthly Statement and Promise to Pay.** If, on the closing date of a monthly billing cycle, you have an outstanding New Balance or credit of \$1.00 or more, or if there is any Finance Charge or other fees or charges imposed during a billing cycle, we will send you a statement. This statement will reflect Account activity including the previous balance due, payments and credits to the Account, Finance Charges and other charges as authorized in this Agreement, all Purchases and Cash Advances, and the New Balance, all for that billing period as established by the Bank, and all payable in United States Dollars according to the terms and conditions of this Agreement. You understand you are required to examine each billing statement and immediately notify the Bank of any charge or item which you believe to be in error, or subject to dispute. Any charge or item as to which Bank is not notified within sixty (60) days after the billing date shall be deemed to be correct.

#### 4. Finance Charge on Your Account.

(a) Average-daily-balance method (including current transactions). We figure a portion of the **FINANCE CHARGE** on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases/advances/loans, and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then, we add up all 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." (We treat credit balances as being equal to zero in this calculation.)

(b) We calculate periodic **FINANCE CHARGES** separately for each balance subject to different terms, for example, purchases/balance transfers/convenience checks and cash advances. Periodic **FINANCE CHARGES** begin to accrue on a charge the date it is added to the balance.

(c) With respect to extensions of credit for purchases of goods & services, balance transfers, and convenience checks, the monthly periodic rate applied to your "average daily balance" is 1.3325% with an **ANNUAL PERCENTAGE RATE** of 15.99%. A purchase, balance transfer, or convenience check appearing on the periodic statement is considered a part of the outstanding balance from the date of the transaction. No monthly periodic rate **FINANCE CHARGE** is imposed on credit purchases of goods & services, balance transfers, or convenience checks if the New Balance appearing on a periodic statement is paid in full within 25 days after the statement closing date.

(d) With respect to extensions of credit for cash advances, the monthly periodic rate applied to your "average daily balance" is 1.50% with an **ANNUAL PERCENTAGE RATE** of 18.00%. A cash advance appearing on the periodic statement is considered a part of the outstanding balance from the date of the transaction.

(e) **Penalty Rate information.** If any time you fail to make the minimum payment within 30 days after it is due, all your APRs will increase immediately to the Penalty Rate. If, thereafter you make at least the minimum payment due, in a timely manner for six consecutive months, we will reduce your rate to the standard rate(s) for purchases or cash advances. However, should you fail to make the minimum payment within 30 days after it is due on three separate occasions, your interest rate shall be increased to the Penalty Rate for the remaining life of the account. The monthly periodic Penalty Rate for this account applied to the "average daily balance" is 1.833% with an **ANNUAL PERCENTAGE RATE** of 22.00%.

**5. Minimum Payment Due.** Your minimum monthly payment will be 2% of the new ending statement balance (plus any past due amount) or \$10.00, whichever is greater.

#### 6. Fees and Charges

(a) **Overlimit Fee.** If your New Balance, minus any fees imposed during the cycle, exceeds your credit limit during the billing cycle, you will be charged an Overlimit Fee of \$25.00.

(b) **Late Payment Fee.** Your minimum monthly payment will be past due if it is not received by us on or before the payment due date shown on each monthly statement. A Late Fee of \$25.00 may be charged if the minimum monthly payment is not posted to your account by your due date.

(c) **Fee for Documents.** If you request a copy of a charge slip, or other documents not in connection with a billing error, we may charge your Account the sum of \$2.50 for each page copied in response to the request.

(d) **Returned Payment Fee.** If you make payment by check or other instrument, such as automatic debit or electronic payment, and it is returned unpaid for any reason, your Account will be charged a Returned Payment Fee of \$25.00 per occurrence.

(e) **Cash Advance Fee.** A transaction fee of 3% of each cash advance amount will be charged in addition to any other **FINANCE CHARGE** assessed, with a minimum Cash Advance Transaction Fee of \$10.00.

(f) **Foreign Transaction Fee.** All international purchases and cash advances will be converted to United States Dollars before being charged to your account. The currency conversion rate used to determine the transaction amount in U.S. dollars is either: a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. We do not control the rate, date, or place of exchange. VISA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. We will charge you a Foreign Transaction Fee equal to 1% of the U.S. dollar amount on all international transactions in addition to any other **FINANCE CHARGE** assessed, regardless of whether there is a currency conversion involved. An international transaction is one where the country of the merchant is outside the United States.

**7. Application of Payment.** Payments made to your Account will be applied by us first to unbilled Finance Charges, overlimit fees, late fees and other service fees; then to billed cash advances; then to billed purchases of goods & services, balance transfers, or convenience checks; then to cash advances not previously billed; then to purchases of goods & services, balance transfers, or convenience checks not previously billed.

**8. Events of Default.** You will be in default under this Plan and Agreement if any of the following events shall occur: (a) if you fail to make any minimum payment required under this Agreement, or you fail to comply with or violate any other terms or conditions of this Agreement or on any other obligation you have or may, in the future, have with us; (b) if you should die or become insolvent; (c) if a petition should be filed or other proceedings should be commenced under the Federal Bankruptcy Code or any State insolvency statute by or against you; or (d) if a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against you or any of your property, assets or income. In any event, you agree to pay all costs of collection, including reasonable attorney's fees, incurred by the Bank.

**9. Entire Balance Due.** If you are in default, we may require that you immediately pay the entire outstanding balance including all fees and charges that are due, plus interest due on this balance at the **ANNUAL PERCENTAGE RATES** provided in the above **FINANCE CHARGE** paragraph which shall continue to accrue until the entire outstanding balance is paid. You also agree our obligation to make further credit extensions shall immediately end. If we demand full payment of the outstanding balance and you fail to immediately make payment, you agree to pay all collection costs actually incurred by us, including court costs and reasonable attorney's fees.

**10. Ownership of Card.** Any Card or other credit instrument which we supply to you is our property and must be returned to us immediately upon demand or upon notice of cancellation or withdrawal of the card. You agree to notify us promptly in accordance with the terms of this Agreement of any loss, theft or unauthorized use of your Card. You agree we may terminate, limit, or modify your right to use your Card at any time in the future without notice to you. You will be responsible for all purchases, cash advances, and other transactions on the Account, including those made by Authorized Users which you have added to the Account.

**11. Transfer of Account.** You cannot transfer or assign your Account to any other person.

**12. Change of Address.** You will advise us promptly if you change your mailing address. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.

**13. Amendments.** We may change any part of this Agreement at any time for any reason, as long as we give you advance notice as required by law. Your use of the card or accessing of the Account in any way after the effective date of the changed terms will constitute your acceptance of the new terms. Any change in terms will apply to your entire outstanding balance existing as of the effective date of the change, as well as to all credit extensions made after that date.

**14. Cancellation.** You can cancel your Account at any time by returning to us your Card or Cards, along with a letter requesting that we cancel your Account. We may cancel this Agreement at any time. However, your obligation under this Agreement and any changes made under it prior to cancellation will continue to apply until you have paid us all the money you owe on the Account, including all fees and charges provided for in this Agreement, whether incurred before or after cancellation.

**15. Liability for Unauthorized Usage** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at StellarOne, P.O. Box 228, Wakefield, MA 01880, or 1-866-563-1335, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. You will give complete cooperation to the Bank in its attempts to recover from and assist in the prosecution of unauthorized Card users. You agree to immediately notify Bank of any loss, theft, or unauthorized use of your card.

**16. Important Disclosure for Cardholders obtaining a Classic Cashback Rebate Card.** Customers holding a Classic Cashback Rebate Card can earn 1% of each dollar spent for new net purchases and balance transfers (purchases/balance transfers minus returns and adjustments) and qualify for an annual Cashback Rebate credit to their account based on the net purchases made, not to exceed \$800.00. A Rebate credit will be posted to your card account during the month of December while the account is open and in good standing. You forfeit your Rebate credit if the account is closed, is two billing cycles or more past due, or if a bankruptcy petition is filed on your behalf. We reserve the right to modify, restrict, or cancel the program, including all aspects and features of the program, at any

time. Taxes, if any, resulting from your participation in the program are your responsibility.

## **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:

StellarOne  
PO Box 228  
Wakefield, MA  
01880-0428

Write to you 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 full 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 that 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 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 we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow the rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### *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.

The above information about costs of cards is accurate as of May 1, 2008. This information may have changed after that date. Contact our Bankcard Department at 1-800-642-7416 for any change in information since the release date. You may also contact us at StellarOne, c/o Bankcard Dept., PO Box 600, Christiansburg, VA 24068-0600.

# StellarOne