

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Variable Rate: 15.95% Fixed Rate: 19.95% Gold Card: 11.95% The APR for the variable rate and Gold cards will vary with the market based on the Prime Rate.
APR for Balance Transfers	Variable Rate: 15.95% Fixed Rate: 19.95% Gold Card: 11.95% The APR for the variable rate and Gold cards will vary with the market based on the Prime Rate.
APR for Cash Advances	Variable Rate: 15.95% Fixed Rate: 19.95% Gold Card: 11.95% The APR for the variable rate and Gold cards will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
Fees	
Annual Fee	\$18 (Variable Rate) \$12 (Fixed Rate) \$39 (Gold)
Transaction Fees	
- Balance Transfer	\$10 or 5% of the amount of each transfer will apply, whichever is greater.
- Cash Advance	2% of the amount advanced
- Foreign Transaction	2% of each transaction in U.S. dollars
Penalty Fees	
- Late Payment	5% of the unpaid portion of the Minimum Payment or \$20.00 , whichever is greater
- Over-the-Credit Limit	Up to \$20.00
- Returned Payment	\$35

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your agreement for more details.
Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.
***Variable Rate Information:** The Prime Rate used to determine your APR is a variable rate and is the highest (U.S.) Prime Rate published in *The Wall Street Journal* on the last day of the quarter. Prime Rate changes will then take effect on the first day of the next billing cycle.

THE BANK OF SOUTHSIDE VIRGINIA VISA/MASTERCARD
CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

This Agreement and Disclosure Statement contains the terms and disclosures which apply to my Visa and/or MasterCard credit card account ("Account") with The Bank of Southside Virginia. The words "I," "me" and "my" which also mean "we," "us" and "our," if more than one customer, mean the person or persons who use or authorize the use of the Visa and/or MasterCard credit card or sign an application for a Visa and/or MasterCard credit card ("Account Application"). The words "you," "your" and "yours" mean The Bank of Southside Virginia.

1. How to use this Account. I can purchase or lease goods and services ("Purchases") from a merchant up to my maximum credit limit by presenting my Visa and/or MasterCard credit card ("Card") and signing a sales slip for or otherwise authorizing the amount of the Purchase. I may also use my Card:

- (a) To obtain cash loans ("Cash Advances") up to my maximum credit limit from financial institutions that accept a Visa and/or MasterCard credit card; or
- (b) By use of pre-printed Convenience Checks that you may issue me.

I understand and agree that all Purchases and Cash Advances are made at the option of the merchant and financial institution respectively, and you are not responsible for any merchant or financial institution that refuses to honor my Card. Any refund, adjustment or credit authorized by a merchant shall not be in cash but by a credit advice which shall be shown on my monthly statement.

2. Maximum Credit Limit. You will provide me with notice of my maximum credit limit, and I agree you may change my limit at any time. I agree never to use my Card when the use will exceed my maximum credit limit. I also agree that you are not obligated to extend to me credit for any amount that would make my outstanding balance exceed my maximum credit limit, or for any amount if my outstanding balance is already over the maximum credit limit. Any increases in my maximum credit limit that I request will require that I make a written application for your approval. I will pay any amounts which exceed my maximum credit limit upon demand. You may reevaluate my financial condition if I request a higher credit limit, or at any other time, and your review may include obtaining a current credit bureau report, and/or asking me for current financial information. Based on such review, you may immediately increase, reduce or even revoke my Account without prior written notice.

3. Monthly Statement. If I have an outstanding debit or credit New Balance (as defined in paragraph 5) of \$1.00 or more, or if there is any Finance Charge imposed during a billing cycle, you will send me a statement. I agree to pay you for all Purchases, Cash Advances, fees and charges, if any, and Finance Charges on my Account, and I agree that all payments must be made in United States dollars. Payment checks must be drawn on a financial institution or other entity domiciled in the United States.

4. Finance Charge on My Account Balance.

(a) A Finance Charge computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if I do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear. A Finance Charge computed at the MPR will be imposed and will begin to accrue on the transaction date of the Cash Advance or Purchase (except as provided in the immediately preceding sentence), or on the first day of the billing cycle, whichever is later, and will continue to be imposed until I have paid any outstanding balance in full.

(b) A portion of the FINANCE CHARGE will be figured by applying the MPR associated with the option for which you approved me indicated in the table below to the "average daily balance" of Purchases and Cash Advances (including current transactions).

	VISA/MasterCard Variable Rate	VISA/MasterCard Gold Card	VISA/MC Fixed Rate
APR for Purchases	Prime Rate + 12.70%	Prime Rate + 8.70%	19.95%
MPR for Purchases	1/12 of APR	1/12 of APR	1.663%
APR for Cash Advances	Prime Rate + 12.70%	Prime Rate + 8.70%	19.95%
MPR for Cash Advances	1/12 of APR	1/12 of APR	1.663%

For the Variable Rate and Gold Card options, the monthly periodic rates and the Annual Percentage Rates are variable rates that may change from time to time. You will calculate the APR by adding a margin to the highest (U.S.) Prime Rate ("Prime Rate") published in *The Wall Street Journal* ("Prime Rate") on the last day of the quarter. The new rate will be applied as of the first day of my billing cycle following the quarter in which the Prime Rate has changed. My APR will change (increase or decrease) each time there is a change in the Prime Rate on the last day of the quarter, which is the rate announced by you from time to time as your prime rate, and is not necessarily the lowest rate charged by you on loans.

I understand that there is no limitation on the amount by which the ANNUAL PERCENTAGE RATE may increase or decrease for either of these options. An increase in the Prime Rate will result in an increase in the amount of my Finance Charge, Minimum Periodic Payment and Outstanding Balance. For example, a change of one percent (1%) in the Prime Rate as in effect on the last day of a quarter will result in a one percent (1%) change in the same direction in the ANNUAL PERCENTAGE RATE that will become effective on the first day of the immediately following billing cycle.

(c) A portion of the FINANCE CHARGE will be figured by applying a Cash Advance fee of 2.0% to each Cash Advance on the day the Cash Advance is posted to my Account.

5. Minimum Payment. I agree to pay either the entire outstanding balance ("New Balance") indicated on my monthly statement or in monthly payments in an amount equal to 2% of the New Balance or \$10.00, whichever is greater ("Minimum Payment") not later than the Payment Due Date shown on my monthly statement.

6. Security. No security interest is taken in my property to secure payment. However, collateral securing other loans with you may also secure my obligations under this Agreement, except for my principal dwelling and household goods.

7. Fees.

- (a) Late Payment Fee: If you do not receive the Minimum Payment shown on my monthly statement on or before the Payment Due Date shown on my monthly statement, my Account will be past due. A monthly fee equal to 5% of the unpaid portion of the Minimum Payment or \$20.00, whichever is greater, will be charged to my Account if you do not receive the Minimum Payment shown on my monthly statement and all amounts shown as Past Due within five (5) days after the Payment Due Date shown on my monthly statement.
- (b) Overlimit Fee: If I agree (opt-in) to allow you to charge overlimit fees, you may charge such a fee to the extent allowed by law when my account goes overlimit. A fee of up to \$20.00 will be charged to my Account during each billing cycle in which I have exceeded my maximum credit limit. You may charge this fee even though my balance is over the credit line because of a transaction you allowed. I have the right to withdraw my consent to you charging the overlimit fee at any time. If I do so, you will stop charging me the fee. I may opt in/out by calling 1-800-619-5211 or submitting my request in writing to any BSV branch.
- (c) Fee for Documents: If I request a copy of a charge slip or other document not in connection with a billing error, you will charge my Account the sum of \$15.00 for each copy.
- (d) Annual Fee: A fee indicated below will be charged to my Account annually during the month my Card was issued as long as my Account or Card has not been terminated or canceled. This fee is charged in advance and is non-refundable. The annual fee is determined by reference to the option below for which you approved me: Variable Rate \$18, Gold Card \$39 or Fixed Rate \$12
- (e) Returned Payment Check Fee: If I make a payment by check and a check is returned unpaid for any reason, my Account will be charged \$35 for each returned check and the amount of the payment that was returned will be added back to my Account.
- (f) Stop Payment Fee: If I am issued Convenience Checks to access my Account and I stop payment on a Convenience Check, my Account will be charged \$30.00 for each stop payment.
- (g) Returned Convenience Check Fee: If I write a Convenience Check for an amount which would cause me to exceed my maximum credit limit, my payments are not current or you have canceled my Account, the Convenience Check will be returned and my Account will be charged \$35.00 for each such returned Convenience Check.
- (h) Replacement Fee: A fee of \$10.00 will be charged to my Account for each replacement card you issue, and a fee of \$3.00 will be charged to my Account for each replacement personal identification number ("PIN") you issue.
- (i) International Service Assessment Fee: An International Service Assessment Fee of 2% of the transaction amount will post to your account for all foreign transactions.
- (j) Balance Transfer Fee: A balance transfer fee of \$10 or 5% of the amount of each transfer will apply, whichever is greater.
8. Charges Made in Foreign Currency. If I incur a charge in a foreign currency, the charge will be converted by MasterCard or Visa International into a United States Dollar amount. MasterCard or Visa International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either a wholesale market rate or a government-mandated rate. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or on the posting date. We do not control the rate, date or place of exchange. I understand and agree that you reserve the right to block usage of my Card in certain foreign countries.
9. Stopping Payment. I may ask you to stop payment of a Convenience Check drawn on my Account. I must tell you the exact amount of the Convenience Check, the Convenience Check number, the date of the Convenience Check, the payee and the full Account number on which it is drawn for you to be able to enter a stop payment. If the information I give you is not correct or if I do not give you other reasonable information requested about the Convenience Check, you will not be responsible if you are not able to effect the stop payment. I may verbally notify you to stop payment of a Convenience Check drawn on my Account; however, the verbal stop payment order may not be effective after fourteen (14) calendar days from the date my verbal stop payment order was received unless I confirm it in writing within that time period.
10. Application of Payments. You will apply payments equal to or less than the required Minimum Payment amount and any credits to balances on my account towards my Minimum Payment due. You will credit payments over the required Minimum Payment to balances with the highest APR first. You will then credit payments to lower rate balances in descending order of APRs.
11. Events of Default. I will be in default under my Account and this Agreement if any of the following events shall occur: (a) I fail to pay the Minimum Payment shown on my monthly statement by the Payment Due Date shown on my monthly statement, or I fail to comply with any other terms or conditions of this Agreement or under any other obligation I now or hereafter have with you; (b) I die or become insolvent; (c) a petition is filed or other proceedings are commenced by or against me under the Federal Bankruptcy Code or any State insolvency statute; (d) a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against me or any of my property, assets or income; or (e) you consider yourself or any debts due under this Agreement insecure or not completely secure or if you believe, in good faith, that the chances of my paying or performing all of my obligations under this Agreement have been impaired.
12. Entire Balance Due. If I am in default, you may declare the entire outstanding balance of my Account immediately due and payable without notice or demand of any kind, and the entire outstanding balance of my Account will continue to accrue interest at the Annual Percentage Rate until paid in full. I also agree that your obligation for further credit extensions shall immediately end. If you demand full payment of the entire outstanding balance and I fail to make payment in full immediately, I agree to pay the outstanding balance, which may include fees as disclosed in this document, and all collection costs, including all attorney's fees, court costs and any other charges that may be incurred as a result of your collection efforts.
13. Ownership of Card. Any card or other credit device which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation or withdrawal of my Card. I agree to notify you promptly of the loss, theft or unauthorized use of my Card. I agree that you may terminate, limit or modify my right to use my Card at any time in the future without notice to me.
14. Transfer of Account. I cannot transfer or assign my Account to any other person or entity.
15. Change of Address. I will advise you promptly if I change my mailing address. All written notices and statements from you to me will be considered given when placed in the United States mail, postage prepaid, and addressed to me at my current address as it appears in your records.
16. Irregular Payments. You may accept late payments or partial payments, or checks, drafts or money orders marked "Payment in Full," or words of similar effect without losing any of your rights under this Agreement.
17. Amendments. You may change any part of this Agreement at any time, as long as you give me advance written notice as required by law. Any change in terms will apply to my outstanding balance existing as of the effective date as well as to all charges made after that date.
18. Cancellation. I can cancel my Account at any time by returning my Card to you, together with a letter requesting that you cancel my Account. You may cancel this Agreement at any time. Regardless of whether I cancel my Account or you cancel this Agreement, my obligations under this Agreement and any charges made under it prior to cancellation will continue to apply until I have paid you all amounts I owe on my Account.
19. Skip Payment Option. At your option, you may not require me to make a Minimum Payment during certain designated billing cycles. If I do not make my Minimum Payment as provided in this Agreement, I understand that Finance Charges will continue to accrue on my Account. Beginning with the billing cycle following a skip payment, I agree that all of the provisions of this Agreement shall apply.
20. Automatic Payment Option. If I have requested the Automatic Payment Option, the Minimum Payment due, the New Balance or the fixed amount I have designated (depending on which Automatic Payment Option I have requested) will automatically be deducted from my designated checking account balance on my Payment Due Date to the extent there are collected funds in such account. I understand and agree that if there are insufficient collected funds in such account to pay the Minimum Payment, the New Balance or the fixed amount I have designated (depending on which Automatic Payment Option I have requested), you may, at your option, not deduct any amount from such account, in which event my payment may be late and I may be charged a late payment fee in accordance with paragraph 7(a).
21. Protection of PIN. In order to prevent the unauthorized use of my Card, I agree to keep my PIN in a secure place that is separate from my Card, and I agree not to write or otherwise attach my PIN to my Card.
22. Liability for Unauthorized Use. I may be liable for the unauthorized use of my Card. I will not be liable for unauthorized use that occurs after I notify you at P.O. Box 40, Carson, Virginia 23830 Attention: Bankcard Department, orally or in writing, of the loss, theft or possible unauthorized use. In any case, my liability will not exceed \$50.00. I may report a lost or stolen card by calling 1-800-619-5211 during normal banking hours or 1-800-556-5678 after normal banking hours, on weekends and on bank holidays.
23. Lost and Stolen Cards. If I report my Card lost or stolen as provided in paragraph 22, then recover or find my Card and fail to notify you immediately of the recovery at 1-800-619-5211 during normal banking hours, or at 1-800-556-5678 after normal banking hours, on weekends and on bank holidays, I agree to pay you the amount of any reward previously paid by you to a retail merchant to recover the card I reported as lost or stolen.
24. Other Provisions. Each of us who signed the Account Application or uses the Account is jointly and severally obligated for all amounts due under this Agreement. This Account has been applied for, considered, approved and issued in the Commonwealth of Virginia and all extensions of credit are being made from the Commonwealth of Virginia. I agree that my Account shall be subject to all rules and regulations of VISA U.S.A. Inc. or MasterCard International Inc., as applicable, and if there is any conflict between this Agreement and the rules and regulations of VISA U.S.A. Inc. or MasterCard International Inc., the rules and regulations of VISA U.S.A. Inc. or MasterCard International Inc. shall control to the extent not prohibited by applicable law. I agree that this Agreement shall be governed by and interpreted under Virginia and Federal law. If any part of this Agreement is not valid, all other parts will remain enforceable. I agree not to use my Card for any illegal transactions.

BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

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

I Should Notify You in Case of Errors or Questions About My Monthly Statement

If I think my monthly statement is wrong, or if I need more information about a transaction on my monthly statement, I should write you on a separate sheet at the address listed on my monthly statement. I should write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights. In my letter, I must give you the following information:

My full name and account number.

The dollar amount of the suspected error.

I must describe the error and explain, if I can, why I believe there is an error. If I need more information, I should describe the item I am not sure about.

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

My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the monthly statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including Finance Charges, and you can apply any unpaid amount against my maximum credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my monthly statement that are not in question.

If you find that you made a mistake on my monthly statement, I will not have to pay any Finance Charges related to any questioned amount. If you didn't make a mistake, I may have to pay Finance Charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my monthly statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my monthly statement was correct.

Special Rule for Credit Card Purchases

If I have a problem with the quality of property or services that I purchased with a credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

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

(b) The purchase price must have been more than \$50. These limitations do not apply if you own or operate the merchant, or if you mailed me the advertisement for the property or services.