

**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 the address listed on your bill. Write to us 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:

- a. Your name and account number.
- b. The dollar amount of the suspected error.
- c. 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 a 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 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 to us within 10 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 these 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.

<b>Interest Rates and Interest Charges</b>	<b>Community Rewards VISA® Platinum</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>12%*</b> This APR will vary with the market based on the 6 month Treasury Index plus a margin.
<b>APR for Balance Transfers</b>	<b>12%*</b> This APR will vary with the market based on the 6 month Treasury Index plus a margin.
<b>APR for Cash Advances</b>	<b>12%*</b> This APR will vary with the market based on the 6 month Treasury Index plus a margin.
<b>Paying Interest</b>	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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from The Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of The Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>Fees</b>	
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer 1.5% of the balance transferred or \$5.00, whichever is less.</li> <li>• Cash Advance 1.5% of the cash advance or \$5.00, whichever is less.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Fees 5% of the past due amount or \$10.00, whichever is less.</li> </ul>
<b>Card Replacement Fee:</b> 24 hours - \$25.00, 3-5 days - \$15.00, 7-10 days - None	
<b>Research Fees:</b> \$15.00 per hour, \$3.00 per copy	
<b>Retrieval Fee:</b> \$25.00	
<b>How We Will Calculate Your Balance:</b> We use the method called "average daily balance (including new purchases)."	
*Annual Percentage Rate as of September 25, 2018	
<b>Billing Rights:</b> Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.	

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

Illegal Transactions:

You agree not to use the credit card for any illegal transactions.

**Multicurrency Conversion Rate Disclosure:**

When you use your Credit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US 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® receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

<b>Interest Rates and Interest Charges</b>	<b>VISA® Classic</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>14.9%*</b> This APR will vary with the market based on the 6 month Treasury Index plus a margin.
<b>APR for Balance Transfers</b>	<b>14.9%*</b> This APR will vary with the market based on the 6 month Treasury Index plus a margin.
<b>APR for Cash Advances</b>	<b>14.9%*</b> This APR will vary with the market based on the 6 month Treasury Index plus a margin.
<b>Paying Interest</b>	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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from The Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of The Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>Fees</b>	
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer 1.5% of the balance transferred or \$5.00, whichever is less.</li> <li>• Cash Advance 1.5% of the cash advance or \$5.00, whichever is less.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Fees 5% of the past due amount or \$10.00, whichever is less.</li> </ul>
<b>Card Replacement Fee:</b> 24 hours - \$25.00, 3-5 days - \$15.00, 7-10 days - None	
<b>Research Fees:</b> \$15.00 per hour, \$3.00 per copy	
<b>Retrieval Fee:</b> \$25.00	
<b>How We Will Calculate Your Balance:</b> We use the method called "average daily balance (including new purchases)."	
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# Community Bank

VISA® Classic credit card

VISA® Platinum credit card

## account terms and conditions



Community Bank®  
Cutting edge. Common sense.

631 Julianna Street • Parkersburg, WV 26101 • (304) 485-7991  
3906 Emerson Avenue • Parkersburg, WV 26104 • (304) 485-0602  
2400 Grand Central Avenue • Vienna, WV 26105 • (304) 295-4566  
1620 Blizzard Drive • Parkersburg, WV 26101 • (304) 422-7360

[www.communitybankkbg.com](http://www.communitybankkbg.com)

Here are the terms of 2 credit card plans offered by **Community Bank of Parkersburg Parkersburg, WV and its Agent Banks.**

The credit card plans featured in this brochure are: **Community Bank VISA® Classic**  
**Community Rewards VISA® Platinum**

We will mention those features which are different for each plan. Otherwise, the terms of the plans are the same.

#### **Definitions:**

In this disclosure:

The words *we*, *our*, and *us* mean the Community Bank of Parkersburg, Parkersburg, WV. We are the issuer of this credit card. We are the ones giving you credit when you use the credit card.

The words *you* and *your* mean the person or persons we approve for participation in this credit card plan and to whom we issue a credit card.

A *billing cycle* or *cycle* is the period of time that we use to send you a statement of your account. However, your statement will cycle on 14th day of every month.

A *cash advance* is a loan of money you may get through this credit card plan by, for example, obtaining cash at an ATM machine which accepts the credit card, getting a cash advance from us under this plan, or getting an advance on this plan from another financial institution.

A *credit purchase* is a purchase or lease of goods or services you make with a merchant who accepts this credit card as the method for payment. (We pay the merchant, and you owe us the money.) Most of the fees you may owe us for this credit card are treated as credit purchases as well. These will be shown on your statement.

The *payment date* is the date by which we must receive a payment from you (assuming you have a balance). The payment date for a cycle is 25 days after the last day of that cycle. This date will be shown on your statement.

Your *new balance* is an amount printed on your statement that is the total unpaid balance of credit purchases, cash advances, and charges as of the last day of that billing cycle.

#### **You Accept This Agreement:**

If we issue a credit card to you, and you sign it or use it, this disclosure becomes our agreement with you. You agree, as to any dispute between you and us, that the law of the state of West Virginia will be used to control this agreement. Federal law also regulates some areas of this agreement as well.

#### **Liability for Charges:**

You agree to pay us for the credit purchases and cash advances you make under this credit card plan, plus the finance and other charges listed. You also agree to pay us for any charges made by others if (for example):

- a. You allow someone else to use your credit card,
- b. We issue additional credit cards to members of your family at your request with your account number on them, or
- c. You are approved for credit with another person.

Please see sections titled *Your Billing Rights*, *If Your Credit Card Is Lost or Stolen*, and *Examine Your Statement* for more information on this issue.

#### **Payments You Make:**

When you make a payment, here is how it is applied:

- a. The payment will first be used to pay, in full, all finance charges you may owe us, that were still unpaid as of the close of the last billing cycle;

- b. The rest of your payment will be applied toward your unpaid principal balance from the close of the last cycle. It will be prorated between your cash advance and credit purchase balances (in proportion to their unpaid amounts).

#### **Security:**

If you have given us a previous security interest that secures other loans with us, the collateral securing those other loans will also secure the credit you obtain under this credit card plan. (This will not be true if the collateral is *household goods* as defined in the *FTC Credit Practices Rule*.)

If the collateral is your principal residence or real property (land), then such collateral will only secure this plan if those agreements specifically mention this plan.

Future agreements may secure this plan as well.

#### **Credit Limit:**

We will tell you your credit limit under this plan when the credit card is sent to you (if we have not already done so). It is your duty to stay within your credit limit and to keep others to whom you give access to the plan to do so as well.

If on some occasions we allow you credit of more than your limit, we may later refuse an advance or purchase that would cause you to go over your limit.

#### **Finance Charges on Cash Advances:**

We figure the finance charge on your cash advances by applying the *periodic rate* to the *average daily balance* of your cash advances. To get the *average daily balance*, we take the beginning cash advance balance each day (not including any unpaid finance charges), add any new advances made that day, and subtract any payments or credits received that day. 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*.

(*Note:* If we post a cash advance to your statement in the same cycle in which you make it, the cash advance will be added to your daily balance as of the day you got it. If we post a cash advance to your account in a later cycle than the one in which you made it, then the cash advance will be added to your daily balance on the first day of the cycle in which we first post it.)

There is no *grace period* for cash advances. Finance charges begin to accrue on cash advances on the day of the advance (unless the advance is posted in a later billing cycle, in which case finance charges begin to accrue on the first day of that billing cycle).

#### **Finance Charges on Credit Purchases:**

We figure the finance charge on your credit purchases by applying the *periodic rate* to the *average daily balance* of credit purchases. To get the *average daily balance*, we take the beginning credit purchase balance each day (not including any unpaid finance charges), add any new purchases posted, and subtract any payments or credits received that day. 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*.

There is a grace period of 25 days for credit purchases. The grace period works this way: New purchases posted in a particular billing cycle are not included in any purchase's finance charge balance for purchases for that billing cycle if (i) there is no previous balance for purchases for that billing cycle (ii) there is such a previous balance but all payments and other credits applied to purchases for that billing cycle at least equal such previous balance. Purchases entitled to the benefit of the free period are thereafter included in the applicable opening balance for the first billing cycle in which they are included in a previous balance if any part of either previous balance for purchases for that billing cycle remains unpaid after all your payments and other credits are posted for that billing cycle.

#### **Variable Rate: VISA® Classic**

The interest rate on this plan can vary from time to time. The index we use is the weekly average yield on United States Treasury securities adjusted to a constant maturity of six months (6 month Treasury Index) for final auction of the previous quarter. The index is adjusted to the nearest one hundredth of one percent.

The *margin* for our variable rate plan is 5%. The **ANNUAL PERCENTAGE RATE** is the sum of the index and the margin, and the periodic rate of **FINANCE CHARGE** is the Annual Percentage Rate divided by 12. The periodic rate of finance charge is the rate we apply to the average daily balance each cycle.

On January 2, 2015, the index had a value of .120% and the periodic rate of **FINANCE CHARGE** was 1.242% which corresponds to an **ANNUAL PERCENTAGE RATE** of 14.90%.

The interest rate can change (increase or decrease) as often as once every calendar quarter on the first day of each calendar quarter, assuming there has been a change in the index rate. The interest rate will not be greater than 18% and it will not be less than 14.90%.

#### **Variable Rate: Community Rewards VISA® Platinum**

The interest rate on this plan can vary from time to time. The index we use is the weekly average yield on United States Treasury securities adjusted to a constant maturity of six months (6 month Treasury Index) for the final auction of the previous quarter. The index is adjusted to the nearest one hundredth of one percent.

The *margin* for our variable rate plan is 5%. The **ANNUAL PERCENTAGE RATE** is the sum of the index and the margin, and the periodic rate of **FINANCE CHARGE** is this Annual Percentage Rate divided by 12. The periodic rate of finance charge is the rate we apply to the average daily balance each cycle.

On January 2, 2015, the index had a value of .120% and the periodic rate of **FINANCE CHARGE** was **1%** which corresponds to an **ANNUAL PERCENTAGE RATE** of **12%**.

The interest rate can change (increase or decrease) as often as once every calendar quarter on the first day of each calendar quarter, assuming there has been a change in the index rate. The interest rate will not be greater than 18% and it will not be less than 12%.

#### **Minimum Payment:**

Your minimum payment each statement cycle is 2% of the total new balance shown on the statement, or \$10, whichever is greater. If your total new balance is less than \$10, your minimum payment is the new balance.

If your new balance is more than your credit limit, the minimum payment will be 2% of your credit limit, plus the entire amount of your new balance that is over your credit limit.

If you are past due, your minimum payment will be increased by the amount you are past due.

#### **Ownership of the Credit Card:**

The credit card remains our property. You agree to surrender all credit cards issued to you if we ask you to do so, and we may confiscate the credit card(s) if you do not comply.

#### **Merchant Discretion:**

The merchants and financial institutions who are part of the credit card system have the right to decide whether to allow you to use the credit card to get money, goods, or services from them. That decision is within their discretion, and we are not responsible to you if they refuse to accept your credit card.

#### **Changes to This Plan:**

We reserve the right to change any and all of the terms of this agreement. For example, we can change the type and amount of the fees we charge, the interest rate, and the minimum payment amount, as well as the other features of this plan.

We will give you notice of any changes in the plan; not less than 45 days before the effective date of the change.

#### **Financial Statements:**

You agree to provide us with periodic financial statements as we may reasonably require.

#### **Default and Remedies:**

If you fail to make a payment when due, or we reasonably believe that you cannot pay what you owe us (or could owe us under your credit limit), we can cancel your participation in this plan. If we do so, we can immediately demand payment in full of the entire unpaid balance of principal and finance charges. A right to cure default will be sent to you when required by law. Here are some examples of what would give us this reasonable belief:

- a. Your insolvency,
- b. Your bankruptcy,
- c. Your death,
- d. A money judgement entered against you,
- e. Your default on any other loan with us or another,
- f. Someone brings collection efforts against you (such as a garnishment or attachment), or
- g. You fail to supply us with financial statements we request.

#### **If Your Credit Card Is Lost or Stolen**

If your credit card is lost or stolen, report it to us immediately. You may do so by calling us directly at

**Credit Card Security 1-304-428-1311 or 1-800-556-5678**

or by writing to

**Credit Card**  
**P.O. Box 1288**  
**Parkersburg, WV 26102**

#### **VISA® Classic/Community Rewards Visa® Platinum**

VISA's Zero Liability policy means 100 percent protection for you. VISA's enhanced policy guarantees maximum protection against fraud. You now have complete liability protection for all of your card transactions that take place on the VISA system. Should someone steal your card number while you're shopping, online or off, you pay nothing for their fraudulent activity.

The Zero Liability policy covers all VISA credit and debit card transactions processed over the Visa network-online or off. The only transactions not covered under the Zero Liability policy are commercial card, ATM, and non-VISA-branded PIN transactions.

#### **Examine Your Statement:**

You must review your statement as soon as possible after you receive it, and report to us any errors or unauthorized transactions. If you do not report any such errors within 60 days of the day we mail the statement with the error on it, you agree to accept the statement as correct. Read the next section as well for the procedure to follow. Your statement will tell you where to send any written notice of errors.