



Retain this Information for Future Use
S&T BANK CARDHOLDER VARIABLE RATE
AGREEMENT AND DISCLOSURE STATEMENT

1. AGREEMENT TERMS AND ACCEPTANCE- In this agreement the word Card means any one or more of the Visa Cards issued to you or to an authorized user. The word Account means your Credit Card Account. The words you, your and yours mean you the cardmember and any joint Account holders. The words we, us and our mean S&T Bank. Application for, signing, or use of your Account or Card by you or anyone whom you authorize or permit to use your Account or Card, is considered acceptance by you of this Agreement.

2. USE OF ACCOUNT- You agree that you will use your Account for the following transactions:

- A. Purchases of goods or services (credit purchases).
- B. Cash advances obtained from banks or others through use of this Card.
- C. Check advances through the use of special convenience checks issued to access your credit card account. Such checks may not be used to pay your credit card bill with us.
- D. This account will not be used for illegal transactions.

We are not responsible for the refusal of anyone to accept or honor the card.

3. AUTHORIZED USERS- You promise to pay for all purchases and advances made by anyone you authorize to use your Account, whether or not you notify us that they will be using it. If you want to cancel the authorized or permitted use of your Account or Card by another person, you must let us know in writing, and if a person has a Card you must return that Card cut in half with your written notice.

4. LOST OR STOLEN CARD- If the card is lost or stolen, or if you believe that someone is using your Account or Card without your permission, notify us immediately. You can notify us by telephoning 1-800-325-BANK (2265) during business hours or at 1-800-241-0912 after business hours. In the Indiana, PA area you can notify us by telephoning 724-349-1800 during business hours.

5. UNAUTHORIZED USE- You may be liable for unauthorized use of your Account or Card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing of the loss, theft or possible unauthorized use within 48 hours. In any case, your liability will not exceed \$0.00.

6. CREDIT LIMIT- You will be advised of the available line of credit applicable to your Account. You promise not to allow your outstanding balance to exceed your credit limit. If you should exceed your limit, we can still charge you for all purchases and advances without giving up any of our rights. We may increase or decrease your credit limit at any time.

7. PROMISE TO PAY- You promise to pay for all purchases and advances including any finance charge and other charges or fees, incurred by you or anyone you authorize or permit to use your Account or Card, even if you do not notify us that others are using your Account or Card. In addition, you promise to pay the amount of the annual fee, if any is charged to your Account.

8. MONTHLY BILLING STATEMENT- You will receive a monthly periodic billing statement. Your payment is due 25 days after the closing date on your statement.

9. MINIMUM MONTHLY PAYMENT- You may pay the entire New Balance shown on your monthly bill at any time or you can pay monthly installments. You must pay at least the minimum payment shown on your billing statement. This minimum payment will be 3% of the outstanding balance or \$ 10.00, whichever is greater.

10. VARIABLE RATE INFORMATION- The finance charge on cash advances is calculated according to Method A. The finance charge on credit purchases is calculated according to Method B. The current monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for new accounts are disclosed on the accompanying card mailer. These rates may vary monthly and shall be adjusted on the first day of each billing period ("Change Date"). The ANNUAL PERCENTAGE RATE on each Change Date shall equal the highest prime rate published in THE WALL STREET JOURNAL "Money Rates" tables on the last date of publication in the calendar month preceding each Change Date ("Index Rate") PLUS a Margin of 6 percentage points (Plus a margin of 8 percentage points if you choose the no annual fee option.) The monthly Periodic Rate is 1/12th of the ANNUAL PERCENTAGE

RATE. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate then in effect will be applied to the balance in the Account to determine the Finance Charges. An adjustment in the monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE will apply to both 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 monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE and may increase or decrease the amount and number of minimum payments. The minimum finance charge is \$.50. The rate of Finance Charge shall not exceed the maximum rate permitted by law, if any is applicable. If the Index Rate ceases to be made available, we may substitute a substantially similar index and margin.

11. FINANCE CHARGE CALCULATION METHODS- The Finance Charge Calculation Method on cash advances and credit purchases applicable to your Account is set forth in the paragraphs below:

METHOD A- A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your Account, whichever is later, and will continue to accrue until the date of the payment. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your Account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your Account, and subtracting any payments as received or credits as posted to your Account, but excluding any unpaid Finance Charges.

METHOD B- A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of the transaction to your Account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your Account and subtracting any payments as received and credit as posted to your Account, but excluding any unpaid Finance Charges.

12. ANNUAL FEE- A NONREFUNDABLE ANNUAL MEMBERSHIP FEE OF \$25.00 WILL BE CHARGED TO YOUR ACCOUNT UPON ISSUANCE AND ANNUALLY THEREAFTER. IF YOU CHOOSE THE NO ANNUAL FEE OPTION, THE MEMBERSHIP FEE IS \$0.00.

13. OTHER CHARGES- You will be assessed a late payment fee of \$20.00 or 10% of the past due minimum payment, whichever is greater, if a billing cycle minimum payment has not been posted and remains unpaid 10 days after such minimum payment's scheduled due date. Payments will be applied the following order: (A) FINANCE CHARGES, (B) Miscellaneous Charges, (C) Previous Cash Advance charges, (D) Previous Purchases, (E) Current Cash Advance Charges and (F) Current Purchases. You will be assessed a Returned Check Fee of \$25.00 to your Account if the check you give us for payment of any amount due on your Account is not paid by the bank on which the check is drawn. If your card is reported lost or stolen you will be

assessed a processing fee of \$15.00. You will be assessed a fee of \$3.00 per card for any replacement card requested. You will be assessed a fee of \$28.00 for any convenience check that is returned for insufficient credit availability. A cash advance fee will be assessed to your Account whenever you take a cash advance or write a convenience check against your Account. This fee will be 4% of the total amount of the total of each cash advance taken or \$4.00, whichever is higher.

14. DEFAULT- If you fail to make a required payment when due or break any other promises under this Agreement, you will be in default. We can declare the entire balance of your Account due and payable without notice or demand. We can also do this if you make any false or misleading statements on your application or if you die or file bankruptcy.

15. COLLECTION COSTS- You agree to pay to the extent permitted by applicable law, reasonable attorney's fees and all other costs and disbursements incurred by us in legal proceedings to collect or enforce your indebtedness.

16. CANCELLATION- We may cancel or suspend your Account at any time without notice. You may cancel your Account by notifying us in writing and returning all cards to us cut in half. Of course, cancellation or suspension of your Account will not affect your liability to us for credit we have extended to you.

17. PRIVACY- We may investigate your credit, employment and income records and verify your credit references. We may also report to credit reporting agencies and other creditors the status and payment history of your Account. You shall furnish to us financial statements promptly upon request from time to time and in such detail as we may require.

18. CHANGE OF TERMS- We can change the terms of this Agreement, including the annual membership fee, late payment fee, and over limit charge at any time provided we send you notice (at your address shown on our records) of the change at least 45 days prior to the effective date of the change. However, we can make any other changes beneficial to you at any time without sending you notice.

19. CHANGE OF ADDRESS- You will notify us of any address change within 15 days of the effective date of change.

20. ASSIGNMENT OF ACCOUNT-We can assign, sell, or transfer your Account or any portion thereof without notice to you or your consent.

21. CURRENCY CONVERSION- To convert purchases and loans made in a foreign currency, Visa U.S.A. uses their own currency conversion rate and procedures which are described in their operating regulations. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally a government-mandated rate in effect for the applicable central processing date, plus or minus any adjustments determined by the Issuer. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date of the transaction is posted on your Account. You agree to pay the converted amount in U.S. Dollars.

22. APPLICABLE LAW- This Agreement will be governed by the laws of the state of Pennsylvania and applicable Federal laws. If any part of this Agreement is unenforceable this does not make any other part unenforceable.

DIRECT BANKING CENTER
1-800-325-BANK (2265)
or locally in Indiana at 724-349-1800

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 on a separate sheet to:

CREDIT CARD PROCESSING CENTER
P.O. BOX 1111
Madison, Wisconsin 53701-1111

Write 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 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 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 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 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 report 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 \$50.00 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 address; and
- b) The purchase price must have been more than \$50.00.

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