

**PRIME ADVANTAGE
STANDARD/ CLASSIC/ GOLD/PLATINUM MASTERCARD OR VISA
AGREEMENT AND INITIAL DISCLOSURE STATEMENT**

As used in this Agreement, the words, "you" and "your" mean each and every person signing, using or having a Prime Advantage MasterCard or VISA account with Silverton Bank, N.A. which shall be referred to as the "Bank" or "we" or "our" in this agreement.

By using your Prime Advantage MasterCard or VISA card, you agree to the terms set forth in this Agreement.

1. LIABILITY FOR USE OF CARD: You may obtain merchandise, services, and cash advances by using your Prime Advantage MasterCard or VISA card or by negotiating special account access checks (Convenience Checks), if any, provided by the Bank for such purpose. By signing, using or permitting the use of your card, you agree that you will be responsible for any and all charges for merchandise, services and cash advances on your Prime Advantage MasterCard or VISA account, except as provided in Section 9. You may not use your Prime Advantage MasterCard or VISA card for any illegal transactions. Your use of convenience checks are treated as cash advances except when used for balance transfers from other credit card or card(s) to your MasterCard or Visa account.

2. PAYMENT: You will pay on or before the Payment Due Date as shown on each Monthly Periodic Statement at the address shown on the Monthly Periodic Statement, either (1) the entire New Balance shown on each Monthly Periodic Statement or (2) not less than a minimum payment (shown as the Minimum Payment Due on your Monthly Periodic Statement*) of 2.5% of the New Balance or \$10.00, whichever is greater. (Full payment is due on New Balances of \$10.00 or less).

**If your account has exceeded the designated credit line as of the closing date on the monthly periodic statement, the amount over the credit line will be added to the minimum payment due amount. Payment of this amount may avoid additional over-the-limit charges. If you fail to pay the minimum payment due on your monthly periodic statement, that minimum payment amount will continue to be added to the minimum payment due on the following monthly periodic statement(s) until all minimum payment amounts have been paid.*

****If your payment in any month is more than twice the amount of the Minimum Payment Due shown on that month's Monthly Periodic Statement, as long as your account is in good standing, the amount by which your payment exceeds such Minimum Payment Due will be subtracted in determining the Minimum Payment Due on your next Monthly Periodic Billing Statement only. Even if you receive credit against future Minimum Payments Due, periodic Finance Charges will continue to accrue as described in Section 4.**

****Exception:** *If payments/credits received during the billing period are equal to or exceed the previous balance shown on that month's Periodic Statement a minimum payment of 2.5% of the New Balance or \$10.00, whichever is greater will be due. Full payment is due on New Balances of \$10.00 or less.*

3. CREDIT LIMIT: We provide you with a credit limit at the time you receive your account, and such credit limit is also found on each Monthly Periodic Statement sent to you. You agree we may change your credit limit at any time.

4. FINANCE CHARGES: We calculate a portion of the FINANCE CHARGES on your account by applying monthly periodic rates (which are variable rates, as explained below except when the Default Annual Percentage Rate is applicable) to the average daily balances of your account. We calculate periodic FINANCE CHARGES separately for each balance subject to different terms (i.e. purchases/balance transfers and cash advances).

Your account will be subject to a **Default ANNUAL PERCENTAGE RATE:** The standard variable monthly periodic rates and corresponding ANNUAL PERCENTAGE RATES (APRs) normally used to compute periodic FINANCE CHARGES on the average daily balances of your account, and how they are determined, are described below. However, each of those standard monthly periodic rates will (if lower) increase to a fixed monthly periodic rate of 1.500% (corresponding **ANNUAL PERCENTAGE RATE (APR)** of 17.99%), if (A) you do not pay the Minimum Payment Due, as shown on your Monthly Periodic Statement, on or before the Payment Due Date, three (3) times in any period of 12 consecutive months, or (B) we do not receive your Minimum Payment Due as shown on your Monthly Periodic Statement, on or before the Payment Due Date for two (2) consecutive billing cycles, at any time. After such an increase, we will later return your account to the applicable standard variable monthly periodic rates and corresponding APRs whenever it has been 12 months since the latest occurrence of either of the conditions described in (A) or (B) of the preceding sentence. The new monthly periodic rates and corresponding APRs will be effective as of the first day of the following billing cycle.

Periodic FINANCE CHARGES on purchases and balance transfers: If your payment is received by the Bank after the Payment Due Date shown on your Monthly Periodic Statement or if you pay less than the entire New Balance, you will also pay a periodic FINANCE CHARGE which is calculated by multiplying a monthly periodic rate of 1.125%^{***} (for Standard/Classic accounts), or 0.958%^{***} (for Gold accounts) or 0.791%^{***} (for Platinum accounts) by the “average daily balance” of your account (including current transactions). The monthly periodic rate for Standard/Classic MasterCard or VISA accounts corresponds to an **ANNUAL PERCENTAGE RATE (APR)** of 13.49%^{***}. The monthly periodic rate for Gold MasterCard or VISA accounts corresponds to an **ANNUAL PERCENTAGE RATE (APR)** of 11.49%^{***}. The monthly periodic rate for Platinum MasterCard or VISA accounts corresponds to an **ANNUAL PERCENTAGE RATE (APR)** of 9.49%^{***}.

To get the “average daily balance” we take the beginning balance in your account each day, add any new purchases and balance transfers and any documentary evidence or Pay by Phone fees, and subtract the applicable portion of any payments and credits applied to your account as of that day, and any unpaid Finance Charges, late payment fees, over-the-limit fees, returned check charges, automated account inquiry fees, annual fees and cash advances. Any resulting credit balance is treated as a zero (\$0) balance. 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 add transactions to the appropriate daily balance as of the posting date reflected on the account's monthly billing statement. There is a 25 day grace period on purchases (including balance transfers), which means, if we receive your payment in full of the New Balance shown on your billing statement for any billing cycle by the Payment Due Date shown on that statement (or if that New Balance is zero or a credit balance), no periodic FINANCE CHARGE on purchases (including balance transfers) will be computed for the next billing cycle; instead, for purposes of the average daily balance calculation, as described above, the beginning balance of your account each day of that next billing cycle would be treated as zero for purchases and no new purchases would be added for that day.

Periodic FINANCE CHARGES on Cash Advances: There is no grace period for cash advances; you pay periodic FINANCE CHARGES on cash advances, for each day from the date of the cash advance (posting date) until it is fully paid. The periodic **FINANCE CHARGE** on cash advances is determined by multiplying a monthly periodic rate of 1.708% ^{***} (corresponding **ANNUAL PERCENTAGE RATE (APR)** of 20.49% ^{***}) by the average daily balance of cash advances (including current transactions). To get the average daily balance of cash advances we take the beginning balance of cash advances in your account each day, add any new cash advances as of the posting date reflected on your monthly periodic statement and subtract the applicable portion of any payments and credits applied to your account as of that day.

Any resulting credit balance is treated as a zero (0) balance. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

**** Your monthly periodic rate and corresponding **Annual Percentage Rate** may vary each month. The rates given herein are based on the **Annual Percentage Rate** for the account as of February 2, 2009. The **Annual Percentage Rate** will be calculated by adding a margin of 8.99% (Standard/Classic), 6.99% (Gold) or 4.99% (Platinum) for purchases and 15.99% for cash advances to the rate disclosed as the highest prime rate reported in the Wall Street Journal on the third Thursday of each month of each year or if not published on the third Thursday, then on the next date published (Prime Rate). The monthly periodic rate will be calculated by dividing the appropriate **Annual Percentage Rate** by 12, then rounding up to the nearest one thousandth of one percent. However, (A) your monthly periodic rate for purchases will not be reduced below the following: (corresponding **ANNUAL PERCENTAGE RATES** of 13.49% Classic/Standard, 11.49% for Gold, 9.49% for Platinum and (B) your monthly periodic rate for cash advances will not be reduced below 20.49% (corresponding **ANNUAL PERCENTAGE RATE**).*

A change in an **APR** due to a change in the Prime Rate takes effect as of the first day of your billing cycle which ends during the calendar month following the date on which the Prime Rate changed. We apply the new applicable **APR** both to new transactions and to any existing balances.

Effect of APR Increases: If an APR increases, periodic FINANCE CHARGES increase and your minimum monthly payment may increase as a result.

Cash Advance Transaction Fee (FINANCE CHARGE): If you obtain a cash advance on your MasterCard or VISA account at an automated teller machine or financial institution you will be charged 3% of the amount of the cash advance transaction but not less than \$5.00. For any use of your convenience checks (except for balance transfers from other credit card(s) to your MasterCard or VISA account), there will be a cash advance transaction fee of 3% of the amount of the check but not less than \$5.00. The imposition of a cash advance transaction fee(s) may result in an **Annual Percentage Rate (APR)** for cash advances that is higher than the nominal **APR**. To obtain the total **FINANCE CHARGE** on cash advances for each billing period, we add any cash advance transaction fee for the billing period to any periodic finance charge calculated as provided above for cash advances.

5. OTHER CHARGES:

a) Annual Fee:

Rewards Card- The Bank will charge an annual fee of \$34.00 to your account. The annual fee will be billed on your first Monthly Periodic Statement and on the Monthly Periodic Statement for the same month each year thereafter as long as your account has not been terminated by you or by the Bank. No Finance Charge will be imposed

upon the Annual Fee, and only one aggregate Annual Fee per year will be charged to your account regardless of the number of credit cards issued on the account.

Non-Rewards Card: There will be no Annual Fee assessed to your account.

3. **Late Payment Fee:** If you do not pay the Minimum Payment Due, as shown on your Monthly Periodic Statement, on or before the Payment Due Date, you will pay a late payment fee as follows: \$29 if balance is \$250 or less; \$39 on balances over \$250. These fees will be based on the balance on the account on the payment due date. You will not have to pay such late payment amount more than once on any late payment amount or during a billing cycle
 4. **Fees for Documentary Evidence:** If you request a copy of a charge slip, statement or other document other than in connection with a notice of billing error, the Bank may charge you the sum of \$5.00 per page for each copy.
 5. **Over-the-Limit Fee:** We will charge you an Over-the-limit fee of \$39 each time the outstanding balance on your MasterCard or VISA account exceeds your account's assigned credit limit. This fee may be charged even if the transaction which causes you to exceed your credit limit is authorized by us or if you exceed your credit limit due to the posting of finance charges or other fees assessed to your account by us.
 6. **Returned Check Charge:** We will charge you a Returned Check Fee of \$39.00 each time you pay your MasterCard or VISA account with a check that is returned unpaid. This fee will also apply if a transaction you authorized us in writing (AutoPay), electronically or orally (Pay by Phone) to post as payment to your MasterCard or VISA account is returned unpaid. We will charge you this fee the first time any payment is returned unpaid even if it is paid upon resubmission. You will also be charged the \$39.00 Returned Check Fee each time we decline to honor a Convenience Check issued on your MasterCard or VISA account.
 7. **Automated Account Inquiry Fee:** There will be no automated account inquiry fee for the first nine (9) inquiries made on your MasterCard or VISA account during a billing period. For each automated account inquiry after the first nine (9) inquiries, you will be charged \$0.50.
 8. **Pay by Phone Fee:** We will allow you to make payments to your MasterCard or Visa account by verbal authorization to originate, transfer or pay funds from a Demand Deposit Account (Checking Account) or Savings Account. All payments received by 6:00 p.m. (EST) will be credited the same business day. Any payment received after 6:00 p.m. (EST) will be credited the next business day. We will charge a Pay by Phone fee of \$10 for each such debit entry, transfer or payment.
6. **ASSIGNABILITY OF ACCOUNTS:** The Bank may assign, sell or transfer your MasterCard or VISA account to another financial institution.
7. **AUTOMATIC PAYMENT OPTION:** Our Automatic Payment service gives you three options to have your payment deducted from your checking or savings account. With all three options (Minimum Payment, Outstanding Balance or Fixed Payment Amount), the payment amount and the date the payment will be deducted from your account will be shown on your MasterCard or VISA account Monthly Periodic Statement.

Payments made by a monthly draft will not be in effect until your monthly credit card billing statement reflects the payment draft date. If you have elected to utilize the automatic payment option, the payment draft date will be your credit card payment due date. Funds must be available in the designated Checking/Savings account on the specified payment draft date. Silverton Bank, N.A. will attempt to draft only once. If funds are not available on your credit card payment due date, your credit card account will become past due and you will receive a notice from Silverton Bank, N.A. requesting payment. 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.

8. APPLICATION OF PAYMENTS: The Bank reserves the right to apply your payments and credits to the various components of your balance in any order allowed by law. Payments received at other than the address shown on the Monthly Periodic Statement may be subject to delay in crediting of up to five (5) days after the date of receipt.

9. LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your MasterCard or VISA card. If your MasterCard or VISA card is lost or stolen, you must notify the Bank immediately either orally or in writing at the telephone number or address shown on your Monthly Periodic Statement, or you may notify Card Service Center at P. O. Box 674824, Marietta, Georgia 30006-0005, or at (800) 854-7642. You will not be liable for unauthorized use of your MasterCard or VISA which occurs after you notify the Card Service Center. In any case your liability for unauthorized use of your MasterCard or Visa will not exceed \$50.

10. DEFAULT: If you do not pay a monthly minimum payment when due, or if you violate any terms of this Agreement, or if you exceed your line of credit established by the Bank for your use of your MasterCard or VISA card, or if you commence any bankruptcy proceeding, the Bank may, without notice or demand, cancel your MasterCard or VISA card and/or declare immediately due and payable the unpaid portion of the New Balance plus current charges and, to the extent permitted under applicable law, all costs and all disbursements incurred in collection and, if collected through an attorney, attorney's fees of 15% of the amount due.

11. CANCELLATION: We may close this account and/or suspend your ability to use the account at any time, and for any reason. Your obligations under this account continue even after we close the account or suspend your ability to use it.

You may close this account by notifying us by mail or by telephone, and by destroying all Cards, access checks or other credit devices for your account. You must notify all merchants or other persons whom you have authorized to charge transactions to this account that the account has been closed, or we may continue to permit such transactions, for which you will remain liable. Your obligations under this account continue even after closing the account.

We are not liable for any refusal by us to honor your account, including any refusal to honor your Card, account number or any access check, or to authorize any transaction. We are not liable for any retention of your Card or access checks by us or any other person.

12. OWNERSHIP OF MASTERCARD OR VISA CARD: Every MasterCard or VISA card remains the property of the Bank, and you will surrender your card to the Bank or anyone designated by it on demand. If any bankruptcy proceeding is commenced by or against you, your MasterCard or VISA card will automatically be canceled without notice.

13. SECURITY INTERESTS: Collateral securing your existing or future debts to the Bank, if any, may also secure your MasterCard or VISA account, except that any mortgage on your dwelling will not secure your MasterCard or VISA account.

14. APPLICABLE LAW: This Agreement will be governed by federal law, and to the extent not displaced by federal law, by the laws of the State of Georgia.

15. AMENDMENT OF THIS AGREEMENT: We may change any part or term of this Agreement at any time. Such changes may include, for example: increasing or decreasing your APRs, other finance charges or fees; adding or deleting fees; or adding, deleting or modifying any of the Agreement terms relating to minimum payment requirements, governing law, events of default, or methods of resolving disputes between you and us. When we amend this Agreement, we will comply with all notice requirements as then required by applicable law. If we give you a right to reject the amendment, we may require you to submit your Cards back to us as a condition of such rejection, and may terminate your right to further use the account. All changes to the terms of this Agreement will apply to the outstanding balance on the account existing as of the time of the amendment, as well as all balances and charges made to the account following the effective date of such amendment.

16. CREDIT REPORTING: You agree that we may share the credit experience on your account with credit reporting agencies and other creditors doing business with you.

17. GAMBLING: Online gambling is prohibited in some states. You should check the laws that are applicable in your state.

18. CURRENCY CONVERSION: To the extent that you have used your MasterCard or VISA to purchase goods or services, or obtain cash in another country, your statement may reflect the conversion into U. S. Dollars of transactions which settles in a currency other than U. S. Dollars. Currently the currency conversion rate applied to such transactions is a (i) wholesale market rate or (ii) government-mandated rate, in effect one day prior to the processing date, increased one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

19. BILLING ERRORS: See next section of this Agreement for important information concerning your rights to dispute billing errors.

**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 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:

1. Your name and account number.
2. The dollar amount of the suspected error.

3. 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 bills 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 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 these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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 **\$50.00**

PRIVACY POLICY

Silverton Bank is dedicated to protecting your privacy and handling your information in a secure and confidential manner. We know that having trust and confidence in the companies you do business with is important to you. We value the trust you have placed in us to protect your information. Our commitment to you is to protect your information according not only to Federal and State laws, but also to the standards established by our company. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard customer information.

In this Policy, the words “we,” “our,” and “us,” means Silverton Bank; the words “you” and “your” mean our consumer customers and former customers.

This Privacy Statement includes information about:

1. The information about you we collect
2. Our management of information about you
3. The confidentiality, security, and integrity of your personal information

This Policy covers “Customer Information,” which means personally identifiable information about you and your relationship with us.

1. The Information About You We Collect

We collect and use information about you and your accounts to service your accounts, respond to your needs, and manage our business and risks. There are 5 categories of Customer Information we collect:

A. Identification Information: Information that identifies you, including your name, address, telephone number and social security number.

B. Application Information: Information we receive from you on applications or other forms that helps us to determine your eligibility for products or services you request, such as your assets, income, and debt.

C. Transaction and Experience Information: Information about your transactions and account experience with us, such as payment history, account balances, account transactions, and your inquiries and our responses.

D. Consumer Report Information: Information that we receive from a consumer-reporting agency such as your creditworthiness, credit score, and credit history.

E. Information From Other Sources: Information from other sources regarding your employment, credit and other relationships that we use to help us determine your eligibility for products or services you request from us. This would include your employment history, your loan and account balances, and your payment history.

2. Our Management of Information About You

We manage how and when your Customer Information is shared within our company and with our affiliated companies (our parent company and other companies owned or controlled by our parent

company). We also manage how and when your Customer Information is shared with companies that work for us, other third parties, and in other situations.

Managing information within our company and our affiliated companies: Our parent company is Silverton Financial Services, Inc. We have one additional affiliate, Silverton Insurance Services. We may share any of the categories of Customer Information among these affiliated companies.

We share this information only to manage our business and risks, and none of these companies will use your Customer Information for any other purposes. For example, Silverton Insurance Services will not use your Customer Information received from us to market to you or otherwise to offer you any products or services.

Managing information for companies that work for us: We may share any of the categories of your Customer Information with companies that work for us. All of these companies are required to keep the information we provide them confidential and may use your Customer Information only on our behalf to provide us services we request from them. These companies may include account or transaction processing companies, mailing services, and data processing companies. These companies also can provide marketing services on our behalf so that we may better offer you those of our products and services that we believe will be of interest to you. None of these companies are permitted to use your Customer Information for their own marketing or other purposes.

Sharing Information for Co-Branded Credit Cards: We issue certain of our credit cards under co-branded credit card arrangements with banks and other companies. A “co-branded” credit card is a credit card that bears the name or logo of us as well as a third party company. Examples of these third party companies include other banks or non-banking organizations, such as sporting teams, member associations (such as NASCAR), or retailers.

For our co-branded credit card programs with other banks, we may share the following information with those banks:

- Your Identification Information; and
- Your Transaction and Experience Information relating to your co-branded credit card account with us.

For our co-branded credit card programs with companies that are not banks, the information we share will depend on our arrangement with the third party, as follows: MXT is a company that is not affiliated with us but which assists us with our credit card account marketing efforts and guaranties certain credit card accounts. With MXT we may share all of your Customer Information. MXT is permitted to use that information only for purposes of our credit card program and may not use the information for its own marketing or other purposes.

For non-banks other than MXT that participate in our co-branded credit card program, we will not share any of your Customer Information except as permitted by law.

Rebate and Rewards Programs

We may share certain of your Customer Information with those companies that provide rebates or rewards to our credit card customers under the terms of our credit card agreements. With those companies we may share the following information about you:

- Your Identification Information, but not including your social security number; and
- Your Transaction and Experience Information relating to the product or service for which the rebate or reward program is provided.

Other Permitted Disclosures

We may disclose your Customer Information to credit bureaus when required or permitted by law. We also may disclose your Customer Information in connection with subpoenas or other legal processes, or fraud investigation or prevention, institutional risk management, and for other legally permitted reasons.

3. The confidentiality, security, and integrity of your personal information: Maintaining the accuracy of your personal information is important. We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your information and to help assure that your personal information is accurate, current and complete. We also have procedures to correct inaccurate information in a timely manner, including processes to update information or remove outdated information. If you discover any information we have about you that is incorrect, please let us know.

Internally, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. Our employees are educated and trained on the importance of confidentiality and privacy of customer information.