

MASTERCARD WORLD ELITE CREDIT CARD AGREEMENT

Thank you for applying for a MASTERCARD WORLD ELITE CREDIT CARD account. This is the agreement that will cover your account. The words "we," "us" and "our" mean Avidia Bank or any subsequent holder of this account. The words "you" and "your" mean each person who applied for the account or has been authorized to use the credit card.

MERCHANT ADVANCES: You can use your credit card to purchase goods and services at participating merchants. We will add the amount of each purchase to the part of your account we call Purchase Advance.

CASH ADVANCES: You can also use your credit card to obtain cash advances (a) at any bank displaying the MASTERCARD sign; (b) at a designated Automated Teller Machine (ATM) that is part of the MASTERCARD network (provided a Personal Identification Number (PIN) has been issued to you); or (c) by requesting a balance transfer as described in the next paragraph. Cash advances obtained at a bank must be in the amount of at least \$10; cash advances obtained at an ATM must be in denominations the ATM can disburse; balance transfers may be in any amount. We add the amount of each cash advance to the part of your account we call Cash Advance.

BALANCE TRANSFERS: You may transfer the balance from any other credit card or loan that you have at another financial institution to this credit card account. If you intend to close the other account, please contact the other financial institution directly. A balance transfer may be completed by selecting the balance transfer option on the application or completing the balance transfer form available at any of our branches. If you ask us to initiate a balance transfer as part of the application process, it may take up to three weeks to complete the balance transfer. You should make any payment(s) due on the other account during that period to keep it current. Balance transfers requested during the application process are contingent on approval of your application. We reserve the right to decline to process any partial or full balance transfer request.

OVERDRAFT TRANSFERS: If you have requested and been approved for this service, we will make an advance from your account automatically to cover overdrafts in your designated Avidia Bank checking account. Overdraft transfers are made in increments of \$100, which means we will round the amount of your overdraft up to the next higher multiple of \$100 and transfer that amount. We add the amount of each overdraft transfer to the Purchase Advance portion of your account.

LIMITS ON ADVANCES: We are not required to make an advance if: (1) you have reached your credit limit or are requesting a cash advance that would cause the balance of your account to exceed your credit limit; (2) your account is in default; (3) you have notified us to stop making advances; (4) your account has been closed; or (5) your credit card has expired or been invalidated. Any advance we make, even if we are not required to, will be governed by the provisions of this Agreement.

INVALIDATING YOUR CREDIT CARD: We may invalidate (suspend or cancel) your credit card if you report it lost or stolen or we suspect that it may be used without your consent. We will notify you promptly when we invalidate your card. If we invalidate your card, you may request that we replace or reauthorize it.

YOUR PAYMENT PROMISE: You agree to pay us back all advances we make for your account, plus all finance charges and fees and other charges, according to the terms of this Agreement.

CREDIT LINE: We will assign you a credit line when we approve your account. We may increase or decrease your credit line at any time and for any reason. We will give you notice of any decrease. You may ask us to increase or decrease your credit line, but no new limit will be effective for your account unless we approve it. You promise not to allow your unpaid balance to exceed your credit line. If you request an advance that would cause the balance of your account to exceed your credit line, we have no obligation to make it, but we may do so if we choose. If we do so, you agree to pay us the excess immediately and without demand.

MONTHLY STATEMENTS: We will send you a statement at the end of each monthly statement period in which there is a transaction or an outstanding balance on your account. The statement will show all transactions, the unpaid balance on your account (called the New Balance), the amount of credit available to you (your credit line minus the New Balance), the minimum payment amount and the minimum payment due date.

MAKING PAYMENTS: Each month, you must pay us at least the minimum payment by the minimum payment due date. The amount of the minimum payment will be the current minimum amount due plus any overdue payment. The current minimum amount due will be 3% of the New Balance shown on the statement or \$10.00, whichever is greater, except that, if the New Balance is less than \$10.00, it will be the entire New Balance. You must pay any overdue payments immediately and without demand. The current part of the minimum payment is to be paid by the minimum payment due date shown on the statement. You can always pay more than the minimum payment but, if you do, you must still make the minimum payment in each of the following statement periods until you have fully paid what you owe.

You may instruct us to make your minimum payment for you each month by debiting a deposit account you maintain at Avidia Bank or any other financial institution. If you have given us such instructions, we will automatically pay your minimum payment amount on the minimum payment due date as long as there are sufficient available funds in the specified account to make the payment. The automatic payment we will make for you will be reduced by the amount of any payment we have received on your account before the minimum payment due date.

ANNUAL PERCENTAGE RATE: We compute the interest portion of your finance charge by applying a monthly periodic rate to the average daily balances of the Cash Advance and Purchase Advance portions of your account. The monthly periodic rate and annual percentage rate will be variable rates that are subject to adjustment (and may increase) as described below. The initial rates will be disclosed to you at the time we send you your card(s).

The rates on your MASTERCARD WORLD ELITE account may be adjusted on the first day of each billing cycle based on the value of an Index. The Index is the highest U.S. Prime Rate as published in the Money Rates section of The Wall Street Journal on the last calendar day of the month that is, or most recently precedes, the first day of the billing cycle. The new annual percentage rate will be determined by adding 5.74% to the Index value. The annual percentage rate will never exceed 18% or the maximum rate permitted by law, whichever is lower. If your rates are increased, the interest portion of your minimum payment will also increase.

FINANCE CHARGES: Finance charges consist of transaction fees on cash advances (described below) and interest computed based on the annual percentage rate. The interest portion of the finance charge accrues on every advance from the day the advance is posted to your account to the day payment of the advance is credited. However, you can avoid paying finance charge on Purchase Advances posted to your account during the billing cycle if the balance of your entire account (including Purchase and Cash Advances, but excluding finance charge for the preceding billing cycle) at the beginning of the billing cycle was zero or if payments and credits posted to your account during the billing cycle equal or exceed that balance.

COMPUTING THE FINANCE CHARGE: We figure the interest charge on your account for each billing cycle by multiplying the monthly periodic rate then in effect times the average daily balances of the purchase and cash advance portions of your account. The average daily balances are computed as follows:

1. To determine the average daily balance of purchases, we add up the daily balances of the purchases during the billing cycle and divide by the number of days in the billing cycle. Daily balances are determined by starting with the previous day's balance (excluding finance charge and all other charges for the preceding cycle that were paid by the minimum payment due date for that cycle) and adding any advances and subtracting any applicable payments or credits posted to your account that day. We do not add new purchase advances to the daily balance computation if: (i) the outstanding balance of your entire account at the beginning of the cycle (including Purchase and Cash Advances, but excluding finance charge assessed for the preceding billing cycle) was zero; or (ii) the applicable payments and credits posted to your account during the billing cycle equaled or exceeded the balance of your entire account at the beginning of the cycle
2. To determine the average daily balance of cash advances, we add up the daily balances of cash advances during the billing cycle and divide by the number of days in the billing cycle. Each daily balance is determined by taking the previous day's balance (excluding finance charge and all other charges assessed for the preceding cycle that were paid by the minimum payment due date for that cycle) and adding any advances and subtracting any applicable payments or credits posted to your account that day.

TRANSACTION FEES FOR CASH ADVANCES (excluding Balance Transfers): There is a transaction fee equal to 4% of the transaction amount, but not less than \$5.00, for each cash advance other than a balance transfer.

LATE PAYMENT FEES: If a required payment is more than 15 days late, you will be charged a late payment fee equal to \$10 or 10% of the outstanding balance of your account, whichever is less.

REPLACEMENT OF LOST OR STOLEN CARD: If your card is lost or stolen, you may request a replacement, but we reserve the right not to replace it.

OTHER FEES: You agree to pay us \$25.00 each time a check with which you make a payment on your account is returned unpaid. These fees will be added to the purchase portion of your account.

APPLYING PAYMENTS: We will apply all payments first against any billed finance charge; next to billed cash advances; and next to billed purchases. Any payment amount received in excess of the minimum payment will be applied to card balances subject to the highest rates of interest or as otherwise required by law.

CREDITING PAYMENTS: All payments received on a business day will be credited on that day provided they are received at the address and in the manner and by the time indicated on your monthly statement. Other payments may not be credited for up to 5 business days. Payments must be in United States currency.

IRREGULAR PAYMENTS: We may accept late payments, partial payments, or checks or money orders labeled "payment in full" without losing our rights under this Agreement.

ENTIRE BALANCE DUE: Your entire balance will be due without notice or demand if: you miss a payment; you break any of your promises under any agreement you have with us; anything you told us in connection with applying for this account is untrue; you exceed your credit line; you become insolvent or involved in bankruptcy proceedings, make an assignment for the benefit of creditors, or die; or if a tax lien is filed against you or your property.

REINSTATEMENT: If we have asked you to pay your entire balance for one of the reasons stated in the preceding paragraph and you have resolved the problem, you

may ask us to reinstate your account. We may, but are not obligated to, approve the reinstatement. We may require you to provide us with a new application.

COLLECTION COSTS: You agree to pay all collection costs, including reasonable attorney's fees, if we start collection proceedings.

JOINT ACCOUNT: If this is a joint account, each person who joined in the application (1) may obtain purchase and cash advances (but the total of all advances cannot exceed the credit line); (2) will be responsible for paying all amounts owed; (3) can notify us to stop making advances; and (4) can close the account.

TRANSFER or ASSIGNMENT: Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding upon your heirs and legal representatives.

SECURITY AND SET OFF: Amounts advanced under this Agreement are unsecured. We waive our right of set-off as well as any security interest we may have for this account under any other agreement with you.

AUTHORIZATIONS: Advances may require the Bank's authorization. We may limit the number or maximum dollar amount of advances in a given day. You agree that neither the Bank nor its agents will be liable for refusing an authorization request.

REFUSING A CREDIT CARD: We will not be legally responsible in any way if anyone refuses to accept your credit card.

NOTICES: Any notice we send to you will be considered effective when it is delivered to you or mailed, postage prepaid, to the last address we have for you in our records. If you have elected to receive account disclosures and notifications electronically, notice will be considered effective when sent to the most recent email address we have for you in our records. Notice from you will be considered effective when we receive it at the address shown in this Agreement. If this a joint account, we can notify one of you and the notice will be effective for both of you. Similarly, one of you can notify us and we'll consider it to be notice from both of you.

CHANGING THIS AGREEMENT: We can change this Agreement at any time by giving you notice of the change. If we change the annual percentage rate (other than as described in a variable rate provision applicable to the account), increase the minimum payment, or make any other change considered to be "significant" under Truth in Lending laws (such as changing any finance charge or the way we determine the balance on which finance charge is computed), we will notify you in writing at least 45 days before the date on which the change becomes effective. Unless otherwise agreed or required by law, all changes will apply to amounts you owe at the time the change goes into effect and to new transactions and balances. Under certain circumstances, you may have the right to reject a change, stop using your account, and pay off the account balance over time. Anytime we make a change to which this right applies, we will give you notice of that right and explain your payment options.

CLOSING YOUR ACCOUNT: You may request in writing at any time that we not make any future advances to you. Simply return your credit cards with your request. You can also close your account at any time your account has a zero balance. Simply notify us in writing, stop using the account and destroy your credit cards. We can also close your account at any time. We will notify you in writing before the closing is to become effective unless we have accelerated payment of the entire balance of your account. If we close your account, you agree to destroy your credit cards. No matter who closes the account, we will keep all rights we have and you will have to repay all advances made on your account, even if made after the account has been closed, together with finance charge and other charges. Your credit card remains our property. You agree to return the card to us immediately if we ask.

CONVERTING FOREIGN CURRENCY: The exchange rate for transactions in a foreign currency is a rate selected by MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date. The rate may vary from the rate MASTERCARD itself receives, or the government-mandated rate in effect for the applicable central processing date.

LOST OR STOLEN CARDS; LIABILITY FOR UNAUTHORIZED USE: You should notify us immediately of the loss or theft of your card or a possible unauthorized use. Call us at 1-800-221-5920, 24 hours a day, 7 days a week.

EVIDENCE: If we go to court for any reason, we can use a copy of any monthly statement or other document to prove what you owe us or that a transaction has taken place. The copy will have the same validity as the original.

WAIVER: We may waive or delay enforcing any of our rights under this Agreement without losing them. We may waive or delay enforcing any of our rights as to one person obligated under this Agreement without affecting the obligations of any other person.

APPLICABLE LAW: This Agreement will be governed by the laws of the Commonwealth of Massachusetts. If there is a conflict between any of the provisions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. Other provisions will not be affected.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
Customer Service

Attn: Dispute Resolution
P.O. Box 31535
Tampa, FL 33631-3535

You may also contact us online at: creditcards@avidiabank.com.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing or electronically*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing or electronically* at: Customer Service, Attn: Dispute Resolution, P.O. Box 31535, Tampa, FL 33631-3535, creditcards@avidiabank.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.