# Merrick Bank Visa® or MasterCard® Cardholder Agreement

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. PLEASE SEE THE "*AGREEMENT TO ARBITRATE DISPUTES AND CLASS ACTION WAIVER*" SECTION BELOW FOR ADDITIONAL DETAILS.

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## 1. Welcome to Merrick Bank and to Your Card Agreement.

This document and the Pricing Appendix that came with your Card are your Agreement with Us. Please keep this Agreement (including the Pricing Appendix as well as any future change-in-terms notices you may receive) in a safe place with your other important papers. The words used in this Agreement are defined and explained in the "*Glossary and Definitions*" section below. You may make Purchases anywhere the Card is honored, so long as you do not exceed your available credit limit and are otherwise in compliance with this Agreement. The Bank is not responsible for the failure of any merchant or any other party to accept or honor your Card. Unless applicable law otherwise requires, if you make a Purchase on your Account and the merchant discloses a policy such as "no returns," "no refund," "no return or credit without receipt," "as is," "store credit only," "all sales final" or similar statements, you will be bound by the merchant's policy. You must acquaint yourself with the merchant's return policies before you make your Purchase. For repeat, recurring or automatic Purchases, we may rely, to the maximum degree permitted by law, upon any reasonable proof presented to us by the merchant that you authorized such purchases and authorized being billed repeatedly for them. If you have authorized repeat, recurring or automatic Purchases and we replace your Card due to its being lost, stolen or at risk for fraud, you agree to notify the merchant of the change in your account number.

You may obtain Cash Advances from many locations where the MasterCard® or Visa® logo is displayed (depending on whether your Card is a MasterCard® or a Visa® card) or from an ATM that displays such a logo, so long as you do not exceed your available total credit limit and your available Cash Advance credit limit and are otherwise in compliance with this Agreement. A Cash Advance Transaction Fee will be charged to your Account each time you obtain a Cash Advance.

You must sign the back of the Card before you use it for the first time. BY SIGNING THE CARD OR USING IT TO MAKE A PURCHASE OR TO OBTAIN A CASH ADVANCE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PROVISION BELOW RELATING TO FUTURE CHANGES TO THIS AGREEMENT OR THE PRICING APPENDIX.

We may change the terms of this Agreement or the Pricing Appendix at any time. We may change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement or the Pricing Appendix, including without limitation by increasing existing fees, margins and rates, and adding new fees and charges, whether or not the Account has been cancelled, suspended or closed to new Account transactions, and, to the extent allowed by applicable law, any changes will apply to your entire Account Balance even though Purchases, Cash Advances or other transactions occurring prior to the date of the change may be part of the Account Balance.

At any time, you may request that we mail you a copy of this Agreement in its then-current form, or you may review it on the Internet at www.merrickbank.com/Legal/Agreements.aspx. If you are visually impaired, please call us at (800) 253-2322 for assistance.

## 2. Your Promise to Pay.

You promise to pay, according to the terms of this Agreement, all amounts owing under your Account and this Agreement including, without limitation, the total amount of all Purchases, Cash Advances, interest charges and all other charges and fees described in this Agreement. If you have requested a Card for use by someone else, you will be responsible for that person's transactions, including transactions for which you may not have intended to be liable. We reserve the right to hold such person responsible for his or her Purchases, Cash Advances and associated interest charges and fees, but our doing so does not relieve you of your duty to pay.

Although we will send you Billing Statements, if you do not receive a Billing Statement you still must pay your Minimum Payment by the Payment Due Date. If you do not receive a Billing Statement, you must call us at (800) 253-2322 to find out your Payment Due Date and Minimum Payment, and to advise us of your correct mailing address. We will only mail Billing Statements to one mailing address. With your authorization, we may also provide your Billing Statements via email or other electronic means. You must notify us immediately of any change to your mailing or email address. We will only send Billing Statements to you, and not to any third party (except if applicable law requires otherwise). No matter where Billing Statements are sent or when they are received, your obligation to make timely Minimum Payments and to pay all other amounts owed on the Account is not excused.

We may accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement.

If you do not pay what you owe when it is due, or if you otherwise violate this Agreement (including in connection with the Deposit Account or the Bank's security interest therein), then in addition to all charges, interest, fees and other amounts described in this Agreement you also must pay us, or our assignee, all collection costs, legal expenses or other expenses resulting from any and all efforts to collect what is owed on the Account or as a result of use of the Card, or otherwise to respond to your violation of this Agreement. This includes all attorneys' fees and arbitration or court costs. You agree to pay reasonable attorneys' fees even if the attorney is a salaried employee of the Bank or its assignee.

**3. How to Make Payments and How We Apply Them.**

You must pay us in U.S. Dollars, with a check, draft or money order drawn on a United States bank or the United States Postal Service, or through an automated clearing house acceptable to us in our sole discretion.

Payments received with the payment coupon and received from the postal or other delivery service by 5:00 p.m. local time at the payment address indicated on the most recent Billing Statement will be posted to your Account as of that date. If you send payments to any other address or fail to include the payment coupon, the payment may be lost or there may be a delay in posting the payment. Either event could result in a Late Payment Fee and/or additional interest charges. Please call us at (800) 253-2322 or go to www.merrickbank.com/Contact-Merrick-Bank.aspx if you do not know where to send your payment or if you wish to confirm that a payment has been received.

Payments in excess of the Minimum Payment shown on the most recent Billing Statement will be applied first to the highest APR balance. In general, amounts up to the Minimum Payment will be applied in the manner most favorable to us, which usually will be to lower APR balances (including any zero APR balances) before higher APR balances.

Merrick Bank processes electronic check conversions. This means that if you send us a check we may take information from it (including without limitation the amount, your bank routing number, checking account number and check number) to initiate an electronic funds transfer (EFT). An EFT likely will clear more quickly than a check, and your checking account even may be debited the same day we receive your check. Please be sure you maintain sufficient funds in your checking account when you send us a check; if there are not sufficient funds and your bank returns the item to us unpaid, you must pay a Returned Item Fee. With electronic check conversion, you will not receive your cancelled check back, but your checking account statement should provide sufficient information about the EFT. If we are unable to process the EFT for any reason, we may submit either your original check or a copy of your original check

to your bank for payment and processing. If at any time you do not wish to participate in Merrick Bank's check conversion program, please send a written request to remove your Account from this program to Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9002. We may take up to 30 days after we receive your written request to process it. Any checks we receive from you during that period that are to be converted into an EFT may not be covered by your written request.

**4. You Must Make Your Minimum Payments On Time.**

You may pay the New Balance in full every month, or you can pay it in monthly installments. If you decide to pay it in installments, then each Billing Cycle you must pay at least the Minimum Payment shown on the Billing Statement by the Payment Due Date. The Minimum Payment will be calculated as described in the Pricing Appendix. Even if you pay more than the Minimum Payment in one Billing Cycle, you still must pay the full Minimum Payment in future Billing Cycles until the entire Account Balance is paid. Credits applied for reversals of Purchases (for example, merchant credits for returned or defective goods) or for reversals of fees or interest charges do not count toward your Minimum Payment. For example, if the Minimum Payment is $50, you still must pay us the full $50 by the Payment Due Date even if you return $50 worth of goods to a merchant where you use the Card. If the Minimum Payment is not received on time, you agree to pay a Late Payment Fee.

If banking regulation requires that we classify your Account uncollectible and charge it off due to non-payment, your death or other violation of this Agreement, you will be in default and the Bank reserves the right to (1) refuse to honor any further Purchases or Cash Advances, (2) reduce your credit limit, (3) require payment of a portion of your outstanding balance greater than the Minimum Payment, (4) declare the entire balance of your Account immediately due and payable, and/or (5) exercise such other and further of its rights under this Agreement or applicable law as the Bank in its sole discretion deems appropriate.

**5. How Interest Is Calculated.**

We use the Average Daily Balance method (including new transactions) to calculate interest on your Account. The Average Daily Balances for Purchases and Cash Advances are calculated separately.

To calculate the Average Daily Balances, we start with the beginning balance for each day in the Billing Cycle. For Purchases, the beginning balance includes billed but unpaid interest on Purchases, Annual Fees (including Additional Card Fees), Late Payment Fees, Returned Item Fees, Over Limit Fees, Copying Charges, Currency Conversion Charges related to Purchases, Phone Payment Fees, Replacement Card Fees, the Account Set-up Fee and Fees for Other Services. For Cash Advances, the beginning balance includes billed but unpaid interest on Cash Advances, Cash Advance Transaction Fees and Currency Conversion Charges related to Cash Advances. We then add any new charges and subtract any payments or credits. This gives us the daily balance for each day, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances for each balance and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for each balance. The interest charged for each balance equals the Average Daily Balance for that balance times the applicable DPR times the number of days in the Billing Cycle. The results are then added together to determine the total interest charge for the Billing Cycle. To the extent interest comprises any part of your Average Daily Balance, compounding of interest will occur.

Charges are added as of the date of the transaction. If a transaction occurs in one Billing Cycle but is not posted to your Account until the next Billing Cycle, the transaction is added or subtracted on the first day of the Billing Cycle in which the transaction is posted to your Account. If the DPR for Purchases or Cash Advances changes during a Billing Cycle, the new DPR will take effect as of the first day of the Billing Cycle.

**6. About Periodic Rates (APRs and DPRs).**
If your Account has an Introductory APR for Purchases or Cash Advances, the Introductory APR and the corresponding Introductory DPR will be shown in the *"Interest Rates and Interest Charges"* section of the Pricing Appendix. Introductory APRs are fixed rates and are not based on movements in the Prime Rate. Introductory APRs will be in effect until the Introductory Period End Date shown in the *"Interest Rates and Interest Charges"* section of the Pricing Appendix.

If your Account does not have an Introductory APR for Purchases or Cash Advances, or after the Introductory Period End Date, your APRs and DPRs will vary. The APR for Purchases and the APR for Cash Advances will be determined by adding the Purchase Margin and Cash Advance Margin shown in the *"Variable Rate Information"* section of the Pricing Appendix to the Prime Rate. The DPR is 1/365th of the corresponding APR. However, the APRs for Purchases and Cash Advances will never be greater than the lesser of the Purchase or Cash Advance APR Cap shown in the *"Variable Rate Information"* section of the Pricing Appendix or the maximum rate permitted by applicable law. The *"Interest Rates and Interest Charges"* section of the Pricing Appendix includes the APRs and "*Daily Periodic Rates*" section of the Pricing Appendix includes DPRs for Purchases and Cash Advances as of the date indicated in the Pricing Appendix. Any changes in your APRs and DPRs resulting from a change in the Prime Rate during a Billing Cycle will take effect as of the first day of the Billing Cycle. An increase in the Prime Rate may result in an increase in the amount of interest charged, the Minimum Payment or both.

**7. How to Avoid Paying Interest on New Purchases.**
You will not be charged interest on new Purchases during a Billing Cycle if you paid the entire New Balance, if any, shown on the Billing Statement on or before the Payment Due Date.

**8. About Other Interest Charges and Fees.**
You agree to pay the following additional interest charges and fees in the amounts set forth in the *"Fees"* section of the Pricing Appendix:

a. Account Set-Up Fee. If applicable, an Account Set-Up Fee will be charged to your Account when the Account is opened.

b. Annual Fee. If the Pricing Appendix includes an Annual Fee, your Account will be charged an Annual Fee as described in the *"About Annual Fees"* section of this Agreement.

c. Cash Advance Transaction Fee. A Cash Advance Transaction Fee will be charged to your Account each time you obtain a Cash Advance.

d. Copying Charge. Your Account will be charged $2 for each page of any copy of a Billing Statement, sales slip or payment copy that the Bank produces at your request, except if the copies are produced to resolve a reported billing error under the Fair Credit Billing Act.

e. Currency Conversion Charge. For each Purchase or Cash Advance made in a foreign currency, we add an additional interest charge of 2% of the amount of the Purchase or Cash Advance after its conversion into U.S. Dollars, as described in the "*About Foreign Currency Transactions*" section of this Agreement.

f. Late Payment Fee. Your Account will be charged a Late Payment Fee if you have not paid the Minimum Payment on a Billing Statement by the Payment Due Date.

g. Minimum Interest Charge. In any Billing Cycle in which your Account has a balance, you were not charged a Cash Advance Transaction Fee and the total interest charged for the Billing Cycle would otherwise be less than $1, a Minimum Interest Charge will be charged to your Account.

h. Phone Payment Fee. If you wish expedited service for transmittal of a payment, you may request to make a phone payment. Your Account will be charged $10 for each phone payment you request.

i. Replacement Card Fee. Your Account will be charged $15 for each replacement Card or PIN you request, no matter what the reason, or if your Card or PIN is lost or stolen.

j. Returned Item Fee. A Returned Item Fee will be charged to your Account if for any reason a check, draft or similar instrument is not honored or cannot be processed, or if an EFT or electronic debit is returned unpaid or cannot be processed, even if the item is later honored or paid following resubmission. You authorize us to resubmit returned payments (including without limitation through electronic collection methods) at our discretion.

k. Fees for Other Services. We may charge other fees to your Account for services associated with your Account that you request. You may decline the services before the fees are charged.

l. Over Limit Fee. If the law permits, we will charge an Over Limit Fee as set forth in the Pricing Appendix. We are not obligated to approve any over the limit transaction.
If any amount set forth in the Pricing Appendix exceeds the maximum permitted by applicable law, we will follow the law as to such fee or charge.

**9. About Annual Fees.**
If your Card is subject to an Annual Fee, but you have not yet used your Card to make a Purchase or to obtain a Cash Advance, you may cancel your Account within 90 days of receiving the Card by calling (800) 253-2322 or by writing to us at Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9002. If we receive your request to cancel within 90 days of your receipt of the Card, you will not be responsible for the Annual Fee if you have not previously used the Card or the Account. Otherwise, you must pay the Annual Fee.

If you obtain an additional Card, the amount of the Annual Fee will be increased by the Additional Card Fee described in the Pricing Appendix. Both the Annual Fee and the Additional Card Fee must be paid for each year (or part thereof) when the Account is open, whether or not the Card is used during the year and whether or not there is a balance on the Card. Payment of the Annual Fee does not assure you of good standing on the Account, does not affect our right to change the terms of this Agreement and does not affect our right to decline authorization of any Purchase or Cash Advance. If the Account is closed but with an unpaid balance, the Annual Fee and Additional Card Fee must be paid for each year (or part thereof) when there is a balance greater than zero on the Account.

After the first year you have the Card, we may in our discretion choose to bill the Annual Fee and the Additional Card Fee in 12 monthly installments. However, you will still be responsible to pay the full Annual Fee and Additional Card Fee even if you or we close the Account and/or you surrender the Card and/or any additional Card in the middle of the year.

**10. About the Credit Limits on the Account.**
The Bank has established a total credit limit and a Cash Advance credit limit on the Account, and any transaction that might exceed one of these credit limits may be declined at our sole discretion. These credit limits may be reduced at any time without warning or notice to you, at

any time, during any Billing Cycle. We similarly may suspend charging privileges at any time and for any reason (or no reason) without warning or notice to you. This may, for example, occur if you fail to comply with any provision of the Agreement, if we in our sole discretion believe our likelihood of being repaid is diminished or impaired, or if overall credit market conditions make it infeasible or more costly to extend credit to you.

In determining your creditworthiness, the Bank, in its discretion, may consider, among other things, the total amount of debt you are carrying compared to your resources or any other of your credit characteristics, regardless of your performance on the Account.

Subject to our review and approval, you may, if your Account is secured or partially secured, increase your credit limit by making additional deposits into the Deposit Account. Any such additional deposits must be in increments of $50, and without our express written approval the balance in the Deposit Account may not exceed an amount that together with any unsecured credit available to you through your account would cause your total credit limit to exceed the amount of $5,000.

Certain transactions or combinations of transactions may cause your Account Balance or your Cash Advance balance to reach or exceed credit limits, and as a result authorization for certain Purchases or Cash Advances may be declined. For example, even if we have posted a payment or credit to the Account, we still may in our sole discretion decline to permit use of a portion of the credit limit equal to the amount of the payment or credit for up to eleven days from the date posted. Additionally, certain merchants (such as hotels or rental car agencies) as a matter of policy will process charges in a manner resulting in a temporary restriction of the use of a portion of the credit limit that is substantially greater than the actual amount of the charge; please inquire of the merchant before using the Card to determine whether the merchant follows such a policy.

**11. About Foreign Currency Transactions.**

Purchases and Cash Advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the operating regulations or foreign currency conversion procedures established by Visa® or MasterCard® then in effect. Conversion to U.S. Dollars may occur several days or weeks after the transaction; therefore, the currency conversion rate may be significantly different from the rate in effect at the time of the transaction. We do not determine the currency conversion rate that is used, and it may be significantly less favorable to you than a rate you could obtain in a cash transaction. You agree to pay the converted amount. For each Purchase or Cash Advance made in a foreign currency, we add an additional interest charge of 2% of the amount of the Purchase or Cash Advance after its conversion into U.S. Dollars.

**12. What Purchases and Cash Advances Are Not Allowed.**

We may, in our sole discretion, deny authorization for any requested Purchase or Cash Advance. You may not use the Account or the Card for business or commercial purposes; the Account and the Card may be used for consumer purposes only.

You may not use the Account or the Card to make payments on the Account or anyone else's account with us.

You may not use the Account or the Card for unlawful gambling activity.

You may not use the Account or the Card to purchase illegal items, to commit a fraud, to harm anyone or to engage in any other activity prohibited by law.

You may not use the Account or the Card to make Purchases that exceed your available credit limit.

You may not use the Account or the Card to obtain Cash Advances that exceed your available credit limit or available Cash Advance limit.

You may not use the Card, make any Purchases or request any Cash Advances when you or any other person obligated on the Account is insolvent or after a bankruptcy petition has been filed. If you use or if you let someone else use the Account or the Card for a prohibited, improper or unlawful purpose, or at a time when use of the Account or the Card is not permitted, you still will be responsible for all charges relating to such use, to the maximum degree permissible by law. You also will be responsible for all additional amounts or expenses the Bank, Visa® or MasterCard® might pay as a result of such use, such as if the Bank, Visa® or MasterCard® is sued in regard to your use of the Account or the Card. It is your responsibility to determine if your transactions or those that you let someone else make are lawful; neither the Bank nor Visa® nor MasterCard® is responsible for determining the legality of any transaction.

**13. Closing the Account.**
We may close the Account at any time for any reason (or no reason) and without prior notice. You may close the Account at any time. Authorized users of the Account other than you may not close the Account. All amounts due on the Account pursuant to this Agreement must be paid even if the Account is closed (no matter by whom) or if charging privileges are reduced, restricted or suspended. You will forfeit to us any credit balance of 99 cents or less if you do not make an offsetting Purchase within one Billing Cycle after the creation of the credit balance.

**14. About Excess Payments and Credits.**
If payments and credits posted to the Account exceed what you owe, you will have a credit balance with us, which may be offset against future Purchases or Cash Advances that occur. If a credit balance persists for five Billing Cycles, we will mail a check to you for the amount of the credit balance if it is $1 or more. If we are unable to locate you, any credit balance in your account will be escheated pursuant to applicable law. You will forfeit to us any credit balance of 99 cents or less if you do not make an offsetting Purchase.

**15. About Credit Reporting.**
You authorize us to request consumer reports (also known as credit reports) including periodic updates about you, to make whatever credit investigations we deem appropriate, to obtain and exchange any information we may receive from consumer reports and other sources and to use such information for any purpose (including to reduce credit limits, to restrict or suspend charging privileges or to close the Account). You also authorize us to furnish information concerning your Account and your performance under this Agreement to consumer reporting agencies (credit bureaus) or to others, but you acknowledge that we are under no duty to do so. If you believe information we have furnished about your Account to a consumer reporting agency is inaccurate, you should notify the appropriate credit reporting agency to request that it investigate the possible inaccuracy. You may also write to us at Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9002, and identify the specific information you believe is inaccurate. If you are dissatisfied with our response to your claim that inaccurate information has been reported, you must write us again to request that we inform consumer reporting agencies that you dispute our manner of reporting; if you do not do so, we will assume that you agree with our response and that no dispute exists. IF YOU FAIL TO MAKE PAYMENTS ON TIME AS SET FORTH IN THIS AGREEMENT OR IF YOU OTHERWISE FAIL TO FULFILL THE TERMS OF THIS AGREEMENT, THEN NEGATIVE OR DEROGATORY INFORMATION MAY BE PLACED ON YOUR CREDIT FILE AND THIS COULD IMPAIR YOUR ABILITY TO RECEIVE FUTURE CREDIT, INSURANCE OR EMPLOYMENT AND COULD HAVE OTHER ADVERSE CONSEQUENCES FOR YOU.

**16. The Deposit Account and Security Agreement (If Applicable).**

If the Account was approved on condition of its being secured or partially secured, the following rules apply: (i) you agree to create a Deposit Account, which you shall maintain with us and cause to remain unencumbered, except for the security interest granted to the Bank pursuant to this Agreement (for example, you shall not allow the Deposit Account to become subject to any nonconsensual lien, judgment, attachment or execution); and (ii) we do not allow any withdrawal from the Deposit Account until the Account is closed and any outstanding balance is paid in full.

YOU HEREBY GRANT TO THE BANK A SECURITY INTEREST IN THE DEPOSIT ACCOUNT TO SECURE PERFORMANCE BY YOU OF ALL OF YOUR OBLIGATIONS WITH RESPECT TO THE ACCOUNT AND OTHERWISE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO MAKE PAYMENTS TO THE BANK AS DESCRIBED HEREIN.

If the Account is closed by you or us for any reason, you authorize us to apply all or any part of the funds in the Deposit Account against all amounts owed on the Account and any other outstanding obligation owed to the Bank, including, without limitation, any part of your outstanding Account balance in connection with which any claim under a credit insurance policy or debt cancellation program is pending. If we elect not to, or otherwise fail to apply funds in the Deposit Account against amounts owed on the Account or any other outstanding obligation owed to the Bank, you agree that: (1) we do not thereby waive any right we have to do so at any later date, and may so apply such funds at any time, in our sole discretion; and (2) you are not thereby excused from the performance of any obligation owing with respect to the Account or otherwise under this Agreement. If, however, (A) the Account is closed by you or by us for any reason, and (B) we fail to apply the funds in the Deposit Account against amounts owed on the Account or otherwise to us, you may request, in writing, that we apply the funds in the Deposit Account against such amounts. We will honor any such written request within five (5) business days after we receive it at Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9002. If the amount in the Deposit Account exceeds the amount you owe the Bank, then, unless you instruct us otherwise, we will handle the funds remaining in the Deposit Account in accordance with the terms of the following paragraph.

After the Account has been closed and there are no amounts owing in connection therewith or otherwise under this Agreement, we can hold the funds in the Deposit Account until the earlier of the following: (1) we elect, in our discretion, to close the Deposit Account and return any remaining funds to you; or (2) not more than ninety (90) days after we receive from you a written request to return any funds remaining in the Deposit Account.

**17. Additional Deposit Account and Security Agreement Disclosures.**
If you have a Deposit Account, the following shall apply:

a. Interest Rate. Interest will not be paid on your Deposit Account.

b. Minimum Balance to Open and Maintain the Deposit Account. You must initially deposit, and at all times maintain, a deposit amount of $300, unless we specifically agree otherwise with you. If you do not, we either will not open the Account or we may terminate the Account. We reserve the right to refuse to accept any deposit into the Deposit Account.

c. Subsequent Deposits. Subsequent deposits into your Deposit Account must be made in increments of $50.

d. Transaction Limitations. You may not withdraw or transfer funds from the Deposit Account, except as otherwise set forth in this Agreement. Funds from a closed Deposit Account

will be returned in accordance with the section above titled *"The Deposit Account and Security Agreement."*

e. Fees. A Returned Item Fee, as shown in the "*Fees*" section of the Pricing Appendix, will be charged for each check or other item submitted as a deposit to the Deposit Account that is returned or rejected for any reason, including insufficient funds.

f. Statements. Information about the Deposit Account will appear on each Billing Statement that we send you.

g. No Joint Accounts. We require that any Deposit Account be owned solely by one individual.

**18. We Are Not Responsible for Third-Party Features, Services or Benefits.**
If your Card includes a rewards program, you acknowledge and agree that third-parties are responsible to fulfill any merchandise, rewards or other redemptions, and that any such rewards program will be governed by separate terms and conditions provided to you prior to participation in the program. From time to time your Card may include various additional features, services and enhancements, including common carrier travel insurance, credit card registration for lost or stolen credit cards, and emergency cash service. The Bank is not liable for these features, services, and enhancements, and such features, services, and enhancements are the sole responsibility of the third-party provider. You agree to hold the Bank harmless from any claims, actions or damages resulting from your use of any of these features, services or enhancements, when permitted by applicable law. The Bank reserves the right to adjust, add or delete benefits and services at any time and without compensating you in any fashion.

**19. You Must Read Your Billing Statement Carefully as Soon as You Receive It.**
You must read your Billing Statement as soon as you receive it. You must review all of it carefully, including information regarding your Deposit Account, if any. If there is an error on your Billing Statement and you do not advise the Bank of that error within 60 days after the Bank mails the Billing Statement to you, you will be bound by what the Billing Statement shows. You should also read carefully the billing dispute information provided in the section below titled *"Your Billing Rights Under the Fair Credit Billing Act."*

**20. Protecting the Account From Fraud.**
Help to prevent fraud before it occurs. Call us immediately at (877) 727-6881 if you lose the Card, if it is stolen or if you suspect any fraudulent use. Reading your Billing Statement as soon as you receive it and reviewing transactions at www.login.merrickbank.com are ways to help prevent fraud. You will not be responsible for any unauthorized Purchases with the Card occurring after we receive word of its loss or theft. Even if the Purchases occur before we receive word of its loss or theft, you will not be responsible for them so long as: (1) you promptly gave us notice of the loss or theft; (2) the transactions were processed by Visa® or MasterCard®; and (3) you were neither engaged in any fraud nor grossly negligent in handling the Account or the Card. In all other circumstances you will be responsible for all resulting Purchases and Cash Advances, and we reserve the right to collect from you all amounts due or otherwise resulting from such Purchases and Cash Advances. YOU ALSO WILL BE RESPONSIBLE FOR ANY LOSSES RELATING TO CASH ADVANCES OR RESULTING FROM ANY ATM OR POINT OF SALE TRANSACTION WHERE THE CORRECT PERSONAL IDENTIFICATION NUMBER WAS ENTERED IN CONNECTION WITH THE TRANSACTION. DO NOT GIVE OUT YOUR ATM PIN NUMBER TO ANYONE AND DO NOT KEEP IT WITH THE CARD! We take Card theft and fraud very seriously, and you agree

to cooperate with our investigation and further agree to assign to us any claims you may have against any third party related to theft, fraud or unauthorized use.

## 21. Your Billing Rights Under the Fair Credit Billing Act.

**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 to us on a separate sheet of paper at Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9002. 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:

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 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 questioned, or report you as delinquent. We can continue to bill you for the amount you question, including interest 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 interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay interest 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 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 Rules 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 purchases 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. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**22. How We May Contact You to Discuss the Account.**
Your use of the Card or the Account, or your signature on the Card or any charge slip for any Purchase or Cash Advance transaction, hereby amounts to your express consent for us or our assignee to contact you for any purpose (including without limitation for the purpose of collection or servicing the Account) in any manner at any telephone number (landline or wireless) or physical or electronic mail address you ever provide or have provided to us. For example, we or our assignee may, to the maximum degree permitted by applicable law:

(1) contact you by mail, telephone (landline or wireless), email, fax, recorded message, text message, short message service (SMS) and personal visit;

(2) contact you using an automated dialing and announcing or similar device, and to use artificial or prerecorded voice messages;

(3) modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose;

(4) leave prerecorded and other messages on your answering machine, answering service, voicemail and with family members or other persons taking messages for you;

(5) contact you at your home and at your place of employment;

(6) contact you at any time, including weekends and holidays;

(7) contact you with any frequency; and

(8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

We may do these things whether we contact you or you contact us.

You agree that we are not required to reimburse you for any costs or other expenses resulting from our communicating with you by any method described in this Agreement. If you do not wish for us to use some particular manner of contacting you, you must notify us of this in

writing. However, we are required by law to send you Billing Statements even if you request that we stop doing so.

If you advise us that you are represented by an attorney, you must provide the attorney's name, address and telephone number; if you do not provide the attorney's contact information, we may contact you to confirm the representation and obtain the attorney's contact information. If the attorney does not confirm in writing to us within 45 days after we contact the attorney that you are his or her client, then we will assume that you are no longer represented by the attorney and we may communicate with you directly. Additionally, if any 45-day period passes where your attorney does not respond to communications from us, we will assume that you are no longer represented by the attorney and we may communicate with you directly.

You recognize that there is an established business relationship between you and us. Contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us in our sole discretion.

You agree that we may, in our sole discretion, monitor or record telephone calls with you, regardless of who initiates the call. We may at our discretion preserve records of written, voice and electronic communications with you, but we do not promise to maintain such records for any period of time.

You agree that we may, in our sole discretion, engage the services of an unrelated third party for the purpose of providing alternative format materials for persons who are visually impaired or providing language translation services.

**23. Where We Are and How You May Contact Us.**

We are located in Utah, and the Account is opened and maintained there. Our customer service telephone number is (800) 253-2322. Payments should be sent to the payment address indicated on the Billing Statement. Any general questions about your Account or the Card, as well as any questions or disputes of any item on a Billing Statement, should be mailed to: Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9002. All communications relating to the Arbitration Agreement should be mailed to: Arbitration Manager, Merrick Bank, Legal Department, P.O. Box 5000, Draper, Utah 84020-5000. Communicating with us at any other address will not protect your rights.

**24. Agreement to Arbitrate Disputes and Class Action Waiver.**

This section is an agreement to arbitrate disputes ("Arbitration Agreement") that may arise as a result of the Agreement or your Account. Read this Arbitration Agreement carefully. You may reject this Arbitration Agreement by notifying us in writing within 60 days using the procedure set forth at the end of this section. If a dispute arises that is covered by this Arbitration Agreement, you will be required to resolve the dispute through Binding Arbitration if you or we request Binding Arbitration as set forth herein. This means that you will not be able to have the dispute settled by trial or before a jury or to participate in a class action in court or a class action or consolidated arbitration. Other rights that you would have if you went to court may not be available or may be more limited in arbitration, including your right to appeal.

In consideration for our willingness to provide you with an Account as set forth in the Agreement, you and we agree as follows:

Any claim, dispute or controversy ("Claim") by either you or us against the other arising from or relating in any way to the Agreement or your Account, <u>except for the validity, scope or enforceability of this Arbitration Agreement</u>, shall, at the demand of any party, be resolved by Binding Arbitration. However, we will not demand arbitration pursuant to this agreement to

arbitrate in connection with any individual Claim that you properly file and pursue in a small-claims court of your state or municipality, so long as the Claim is pending only in that court. "Binding Arbitration" means an arbitration proceeding before the American Arbitration Association pursuant to the code of procedures of the American Arbitration Association in effect at the time the Claim is filed (the "Arbitration Rules"). Any arbitration proceeding will take place at a location within the federal judicial district that includes the most recent U.S. Mail address we have on file for you at the time the Claim is filed or at any other mutually acceptable location. Any party to the arbitration proceeding may enter judgment upon the arbitration award in any court having jurisdiction over the arbitration award and may have that judgment enforced by any court having jurisdiction over that judgment.

A demand for arbitration under this agreement to arbitrate may be made either before or after a lawsuit or other legal proceeding begins. However, any demand for arbitration that is made after a lawsuit or other legal proceeding has begun must be made within 90 days following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto or any amendment to any of the above.

This agreement to arbitrate Claims includes all controversies and claims of any kind between us. It also includes any disputes you have with our agents, contractors, employees, officers or assignees, any merchants with whom you use the Account, any credit reporting agencies to whom we report the Account or any other third party that has been involved or becomes involved with, or whose trademarks are used in connection with, any purchasing, marketing, soliciting, servicing or credit reporting activity relating to your Account.

The Claims covered by this agreement to arbitrate include, without limitation:

- Any disputes regarding: the application you prepared in connection with the issuance of your Account; any solicitation or advertising materials you received in connection with your Account; any activities relating to the maintenance or servicing of your Account; and any funds held by the Bank in connection with your Account;

- Any disputes arising from the collection of amounts you owe in connection with your Account;

- Any disputes concerning the dollar amount of payments made or transactions posted to your Account;

- Any disputes concerning the processing of items or funds transfers sent to the Bank for the purpose of posting to your Account;

- Any disputes regarding information obtained by us from, or reported by us to, credit bureaus or others; and

- Any disputes related to insurance or other services or products purchased from us in connection with your Account.

**NO ARBITRATOR OR COURT MAY ORDER, PERMIT OR CERTIFY A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION OR CONSOLIDATED ARBITRATION IN CONNECTION WITH THIS AGREEMENT TO ARBITRATE. NO ARBITRATOR OR COURT MAY ORDER OR PERMIT A JOINDER OF PARTIES IN CONNECTION WITH THIS AGREEMENT TO ARBITRATE, EXCEPT FOR JOINDER OF ANY JOINT APPLICANT OR OTHER AUTHORIZED USER OF THE ACCOUNT, UNLESS BOTH YOU AND WE CONSENT TO SUCH JOINDER IN WRITING. BY ACCEPTING THIS ARBITRATION**

**AGREEMENT, YOU AGREE TO WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION OR CONSOLIDATED ARBITRATION RELATED TO THIS AGREEMENT OR YOUR ACCOUNT.**

The arbitrator will be required to follow relevant law and applicable judicial precedent to arrive at a decision and shall be empowered to grant whatever relief would be available in court. Where authorized by applicable law, the arbitrator's award may include attorneys' fees and other expenses. You and we both agree that the transactions subject to this agreement to arbitrate involve interstate commerce and that this agreement to arbitrate shall be governed by and enforceable under the Federal Arbitration Act.

The cost of any arbitration proceeding shall be divided as follows:

- If you initiate arbitration, you will be responsible for paying one half of the filing fee, or $125, whichever is less, when the demand for arbitration is made.
- If we initiate arbitration, we will be responsible for paying all arbitration costs.
- Regardless of who initiates the arbitration, you will not be responsible for any arbitration fees that exceed one half of the filing fee, or $125, whichever is less, or the fees that you would have incurred if the Claim had been brought in court.

Notwithstanding the foregoing, if you believe the cost of arbitration may be too burdensome, you may seek a waiver of the filing fee under the applicable Arbitration Rules. If you seek, but do not qualify for such a waiver, we will consider a written request from you to advance all or part of the filing fee.

The arbitrator's decision shall become final and binding after 30 days unless any party to the arbitration takes an appeal from the decision by making a written request to the American Arbitration Association. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, and will make decisions based on the vote of the majority. We will advance any fees and costs required by the American Arbitration Association to commence any appeal. The appeal panel's decision shall be final and binding.

In the event of a conflict between the Arbitration Rules and this Arbitration Agreement, this Arbitration Agreement shall govern. This Arbitration Agreement shall not apply to any Claims as to which the limitations herein on class actions or class-action or consolidated arbitration are not permitted by applicable law. If any other provision of this agreement to arbitrate should be found invalid or unenforceable such a determination shall not affect the enforceability of the remaining provisions which shall remain and continue in full force and effect.

You may contact the American Arbitration Association to obtain information about arbitration, arbitration procedures and fees by calling the telephone number or going to the Internet website indicated below:

American Arbitration Association
335 Madison Avenue (10th Floor)
New York, NY 10017-4605 800-778-7879
www.adr.org

**RIGHT TO REJECT ARBITRATION**

**YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT TO ARBITRATE, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after the date your Account is opened. You must send your request to: Arbitration Manager, Merrick Bank, Legal Department, P.O. Box 5000, Draper, Utah 84020-5000. The request must include your 16-digit Account number and a clear statement of your intent, such as "I reject the arbitration clause in the Merrick Bank Visa® or MasterCard® Cardholder Agreement."**

**25. Third-Party Legal Process Against the Account or the Deposit Account.**
We will comply with any notice of garnishment, attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to the Account or the Deposit Account that, in our sole judgment, appears to be valid. If your Account or Deposit Account becomes involved or subject to any legal or administrative proceeding, and we are ordered or required to take any action relative to your Account or Deposit Account that is inconsistent with the terms of this Agreement, the terms of such order or requirement shall supersede and replace the terms of this Agreement. You agree to pay all of our costs and expenses associated with responding to any matter described in this paragraph, including our attorneys' fees.

**26. Utah and Federal Law Apply to the Account.**
This Agreement and all matters relating to the Card or the Account, as well as any disputes between us and you, shall be subject to and governed by federal law and the internal laws of the State of Utah without regard to rules concerning conflicts of law or choice of law.

**27. Jurisdiction, Venue and Service of Process.**
You acknowledge that you applied for credit from a bank located in Utah and by using the card are borrowing money from a bank located in Utah. You acknowledge and agree that we may enforce this Agreement and resolve any disputes, for which arbitration is not demanded in accordance with the Arbitration Agreement, in courts located in Salt Lake County, Utah, and that such courts have proper jurisdiction to hear any matters related to this Agreement. You agree that we may serve process upon you using certified mail from the United States Postal Service or any other courier service, and you hereby acknowledge that the signature of any person found at your residence or other address on such mailing receipt will serve as satisfactory proof that process was served upon you and shall be deemed notice to you thereof.

**28. We May Assign the Agreement but You May Not.**
You may not sell, assign, or otherwise transfer this Agreement, the Card, the Deposit Account or the Account, or any portion thereof, without the express written consent of the Bank. The Bank may sell, assign, or transfer this Agreement or the Account or the Deposit Account, or any portion thereof or any rights to collect money thereunder, at any time and without your prior consent.

**29. We Do Not Waive Our Rights Through Inaction or Delay.**
The Bank's failure to exercise (or delay in exercising) any of its rights under this Agreement or its waiver of its rights on any one or more occasions shall not constitute a waiver of such rights on any other occasion. All rights and remedies of the Bank are cumulative and may be pursued singularly, successively or together, at its sole option.

**30. Severability.**
If any portion of this Agreement, other than the class action waiver provisions of the Arbitration Agreement, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If the class action waiver provisions of the Arbitration Agreement are deemed invalid

or unenforceable, then the entire Arbitration Agreement shall be null and void but all other portions of this Agreement shall nevertheless remain in force.

**31. The Agreement Is an Integrated Agreement.**
This document, together with the Pricing Appendix and any change-in-terms notices we send to you, constitute the final written expression of the Agreement between you and the Bank concerning the Card, the Account and the Deposit Account, and this Agreement may not be contradicted by evidence of any alleged oral agreement.

**32. Glossary and Definitions.**
The following definitions apply throughout your Agreement.

"Account" means the credit card account governed by this Agreement. The Account was created in and is maintained within the State of Utah.

"Account Balance" means what you owe the Bank at a particular moment in time, including all billed and accrued interest, based upon transactions that have posted by that time. The balance information you receive over the telephone from us may not be your payoff balance due to possible delays in posting or calculation, or due to fees or interest incurred or to be incurred, or for other reasons.

"Annual Fee" means the annual fee, if any, described in the Pricing Appendix.

"Additional Card Fee" means the additional fee, described in the Pricing Appendix, that must be paid annually for each additional Card provided to you, a co-applicant or an authorized user of the Account.

"Agreement" means this document and the Pricing Appendix, together with any changes in terms.

"Annual Percentage Rate" or "APR" is the interest rate stated as a yearly rate. As set forth in the Pricing Appendix, different APRs will apply to Purchases and Cash Advances.

"Arbitration Agreement" means the section of this Agreement entitled "Agreement to Arbitrate Disputes and Class Action Waiver."

"ATM" means automated teller machine.

"Average Daily Balance" means the average of the daily balances on your Account during a Billing Cycle.

"Bank," "Merrick Bank," "we," "our" and "us" mean Merrick Bank Corporation.

"Billing Cycle" means the interval between the closing dates for each successive Billing Statement.

"Billing Statement" means the Billing Statement you receive for your Account each month. We are under no obligation to send you a Billing Statement if your Account Balance is zero and if you have no transactions on the Account during the Billing Cycle.

"Card" means the plastic card(s) we have provided to you to make charges to the Account, as well as any additional, renewal, replacement or temporary card and any other device or technology which may be used to make charges to the Account or to evidence its existence.

"Cash Advance" means a transaction with the Card wherein you receive cash or a cash equivalent, or wherein we provide cash or a cash equivalent to someone at your direction. Examples of Cash Advance transactions include ATM transactions, balance transfers, money transfers, money order purchases, tax payments, traveler's check purchases, foreign currency purchases, casino chip purchases and gaming transactions. Even if we choose to treat a particular Cash Advance (or a portion of it) as a Purchase, we may still treat other Cash Advances (or portions of them) as Cash Advances, and we do not waive our right to do so.

"Cash Advance APR Cap" means the highest APR for Cash Advances that may apply to your Account.

"Cash Advance Margin" is the amount that is added to the Prime Rate to determine the APR for Cash Advances on your Account.

"Daily Periodic Rate" or "DPR" means the applicable APR divided by 365.

"Deposit Account" means (if the Account is wholly or partially secured) the Merrick Bank deposit account opened as security for the Account, as described in the "*Deposit Account and Security Agreement (If Applicable)*" section of this Agreement.

"EFT" means electronic funds transfer.

"Introductory Annual Percentage Rate" or "Introductory APR" (also "Introductory Daily Percentage Rate" or "Introductory DPR") is a lower interest rate that applies for a limited amount of time after an account is opened. Your Account may or may not have Introductory rates.

"Late Payment Fee" means the fee you must pay if your Minimum Payment is not received on time. The amount of the Late Payment Fee is set forth in the Pricing Appendix and is in addition to any additional interest charges that accrue as a result of your paying late.

"Minimum Payment" means what you must pay each Billing Cycle before the Payment Due Date. The Minimum Payment is calculated as described in the Pricing Appendix.

"New Balance" means the total amount you owe to the Bank as of the end of the Billing Cycle described in the Billing Statement. If transactions are posted after the end of the Billing Cycle, the New Balance will not equal the Account Balance under most circumstances.

"Payment Due Date" means the date when your Minimum Payment must be received by the Bank, prior to 5 p.m. If the Minimum Payment is not timely received, you must pay a Late Payment Fee. The Payment Due Date will be shown on the Billing Statement and always will be at least 25 days after the last day of the prior Billing Cycle. If the Payment Due Date falls on a weekend or legal holiday, the payment will be due the following business day.

"Pricing Appendix" refers to the document attached to your Card when you first received it, setting forth applicable APRs, fees and certain other important terms of this Agreement.

"PIN" refers to the personal identification number associated with your Card for use in ATM and other electronic transactions.

"Prime Rate" means the prime rate of interest published on the last business day of each month in the "Bonds, Rates & Yields" or the "Money Rates" section of *The Wall Street Journal* (or a comparable section or rate if *The Wall Street Journal* ceases publication of those sections or that rate).

“Purchase” means any transaction with the Card between you and anyone else who accepts the Card as a means of payment. However, Cash Advances are not Purchases.

“Purchase APR Cap” is the highest APR for Purchases that may apply to your Account.

“Purchase Margin” is the amount that is added to the Prime Rate to determine the APR for Purchases on your Account.

“You” and “your” means the Card applicant and the person to whom the Card is issued.

**Equal Opportunity Lender Member FDIC**

**G-13076 2/2011**

# ACCOUNT OPENING DISCLOSURES—MERRICK SECURED

| Interest Rates and Interest Charges | |
|---|---|
| Annual Percentage Rate (APR) for Purchases | **17.45%** Your APR will vary with the market based on the Prime Rate*. |
| APR for Cash Advances | **22.45%** Your APR will vary with the market based on the Prime Rate.* |
| Paying Interest | Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire New Balance by the Payment Due Date. We will begin charging interest on Cash Advances on the transaction date. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than $1.00 |
| For Credit Card Tips from the Consumer Financial Protection Bureau | 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 **http://www.consumerfinance.gov/learnmore**. |
| **Fees** | |
| **Set Up and Maintenance Fees** | NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on an initial credit limit of $200, the initial available credit will be about $164 (based on a $36 annual fee) or about $152 dollars if you also choose to have an additional card.<br><br>You may still reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges. |
| · Annual Fee | **$36** the first year. Billed $3 dollars per month thereafter. |
| · Account Set-up Fee | None |
| · Additional Card Fee | **$12** per additional card issued, per year. Billed $1 per month, per card thereafter. |
| **Transaction Fees** | |
| · Cash Advance | Either **$10** or up to **4%** of the amount advanced, whichever is greater. |
| ·Foreign Transaction | **2%** of each transaction in U.S. Dollars. |
| **Penalty Fees** | |
| · Late Payment | Up to **$35** |
| · Over Limit | Up to **$35** |
| · Returned Payment | Up to **$35** |

**How We Will Calculate Your Balance:** We use a method called "average daily balances (including new purchases)." See your Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

**Annual Percentage Rates:** Daily Periodic Rate for Purchases .04780%; Daily Periodic Rate for Cash Advances .06150%

**Variable Rate Information:** Purchase Margin 14.20 percentage points; Cash Advance Margin 19.20 percentage points. Your APR for Purchases and Cash Advances may vary. The rate is determined by adding the appropriate margin shown to the Prime Rate*. If the Prime Rate* increases, your APR will increase accordingly, with no cap. An increase in your APR will result in an increase of your minimum payment amount.

*The "Prime Rate" used to determine your APRs is the Prime Rate published in the “Bonds, Rates & Yields” or the "Money Rates" table of *The Wall Street Journal* on the last business day of each month.

**Security Deposit:** The credit limit assigned to the Account will be equal to the amount of your security deposit, which can be between $200 and $3,000. **The application submitted will not be complete, and therefore not approved or declined, until funds from the security deposit have been collected by Merrick Bank.** If funds have not been received within 30 days, the application will be deemed withdrawn and you will have to reapply to be considered for an Account. Approved applicants will not be allowed to make transactions using the security deposit account. The security deposit does not pay interest and will be available for withdrawal only after your credit card account has been closed and all amounts owing have been paid in full.

**Minimum Payment:** All past-due amounts, any Annual Fee billed monthly, any Additional Card Fee billed monthly plus the greater of the following amounts: (i) 1% of your New Balance plus Late Fees, Cash Advance Transaction Fees, Over Limit Fees, Returned Item Fees, and Interest Charges billed during the billing cycle for which the Minimum Payment is calculated, as shown on that periodic statement, rounded to the next-higher dollar; or (ii) $35. If the New Balance is less than $35, the Minimum Payment will be the total amount owed.