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. Unless otherwise indicated, 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, we may, at our sole discretion, notify the recipients of your recurring or automatic Purchases, but you agree to notify the recipients of your recurring or automatic Purchases 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 credit limit or any daily Purchase limits, or exceed your available Cash Advance credit limit or any daily Cash Advance limits, and are otherwise in compliance with this Agreement.

BY USING THE CARD TO MAKE A PURCHASE OR TO OBTAIN A CASH ADVANCE, OR BY MAKING A PAYMENT ON THE ACCOUNT, 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. 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/agreements. If you are visually impaired, please call us at (800) 204-5936 for assistance.

Military Borrowers. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you are a member of the Armed Forces, or a dependent of such member, you may call 1-833-234-0758 toll free to receive disclosures about your Account over the telephone.

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. 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) 204-5936 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 except under certain circumstances determined by us, not to any

third-party. No matter where we send Billing Statements and whether or not you receive them, 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 except as otherwise set forth in this Agreement. 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 by our payment processor with the payment coupon, 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 processed and credited to your Account as of that date, even if your payment instrument includes a different date. If you send payments to any other address or fail to include the payment coupon, or if there are errors or delays at the postal service or other transmission or delivery services, the payment may be lost or there may be a delay in crediting the payment. Either event could result in a Late Payment Fee and/or additional interest charges. Neither the postal service nor any other money transmitter or delivery service is Merrick Bank's agent, and if you use the postal service or any other third party to deliver your payment, you assume the risk that those services lose your payment or deliver it late. Please call us at (800) 204-5936 or go to www.merrickbank.com/payments if you do not know where to send your payment.

Payments in excess of the Minimum Payment shown on the most recent Billing Statement will be applied first to the highest Annual Percentage Rate (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.

We process electronic check conversions. When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic funds transfer (EFT) from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. An EFT likely will clear more quickly than a payment processed as a check, and therefore your checking account 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 in your checking account and your bank returns the item to us unpaid, you must pay us a Returned Payment 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.

You may use your telephone to make a same day payment on your Account through our telephone payment system by calling (800)-204-5936. By using this system to make a payment, you are authorizing us to initiate, via the Automated Clearing House payment network, a single debit entry to your depository bank account in the amount specified during the call. For verification purposes, the last four digits of your social security number will be utilized as your PIN.

4. You Must Make Your Minimum Payments On Time. 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. You may also choose to pay any amount in excess of the Minimum Payment, up to your New Balance in full, in any Billing Cycle. 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 used the Card. If the Minimum Payment is not received on time, you agree to pay a Late Payment Fee.

If you are in Default, we reserve 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 our rights under this Agreement or applicable law as we in our sole discretion deem 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 Purchases, Annual Fees (including Additional Card Fees), Late Payment Fees, Returned Payment Fees, Over Limit Fees, Copying Charges, Currency Conversion Charges related to Purchases, Expedited Phone Payment Fees, the Account Set-up Fee, Fees for Other Services and billed but unpaid interest on all such amounts. For Cash Advances, the beginning balance includes Cash Advances, Cash Advance Transaction Fees, and billed but unpaid interest on all such amounts. We then add any new charges and subtract any payments or credits unrelated to any rewards program. Credits related to a rewards program are applied after calculation of the Average Daily Balance at the end of the Billing Cycle, thereby reducing the Average Daily Balance as of the first day of the following Billing Cycle. 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 Daily Periodic Rate (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 debited or credited 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 debited or credited 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 Daily Periodic Rate 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, as applicable, the Purchase Margin or the 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 applicable 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 the "*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 that 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. Paying Interest. Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on Purchases if you pay your entire New Balance by the Payment Due Date each month. We will begin charging interest on Cash Advances on the transaction date. If you carry a balance from month to month you may see interest charged on your next statement even if you pay the New Balance in full on time and make no new charges. This interest is called "trailing interest." Trailing interest is the interest charged (if any) on your balance from your last statement date to the date you paid in full.

8. About Other Interest Charges and Fees. You agree to pay the following additional interest charges and fees (if applicable to your Account) 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 and you agree to pay the Annual Fee whether or not you activate your Card.

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 Fee. 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, unless the copies are produced to resolve a reported billing error under the Fair Credit Billing Act.

e. Foreign Currency Transaction Fee. For each Purchase or Cash Advance made in a foreign currency, we add an additional fee of 2% of the amount of the Purchase or Cash Advance after its conversion into U.S. Dollars, as described in the "*Foreign Currency Transactions*" section of this Agreement; however, if the Purchase or Cash Advance is reversed, we do not reverse the Foreign Currency Transaction Fee charged on the Purchase or Cash Advance.

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 that Billing Cycle would otherwise be less than $1, a Minimum Interest Charge will be charged to your Account.

h. Expedited Payment Fee. If you wish expedited service for transmittal of a payment, you may request to make a payment using a customer service representative for which you will be charged a fee. The amount of the fee will be disclosed prior to fulfilling your request.

i. Returned Payment Fee. A Returned Payment 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. Subject to applicable law and network rules, you authorize us to resubmit returned payments (including without limitation through electronic collection methods) at our discretion.

j. 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.

k. 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. We charge an Annual Fee when you open the Account whether or not you activate or use your Card. You may cancel your Account within 90 days of receiving the Card by calling (800) 204-5936 or by writing to us at Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9001. 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 made a payment on the Account. Otherwise, you must pay the Annual Fee.

If you request 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 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.

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. Your Cash Advance credit limit is a portion of your total credit limit. Any transaction that might exceed one of these credit limits may be declined at our sole discretion. We may also opt, in our sole discretion, to approve or decline any portion of a requested transaction. These credit limits may be reduced at any time without warning or notice to you, at any time, during any Billing Cycle. When you opened the Account, if you accepted an offer to increase your credit line, you acknowledge that the increase is contingent on your making at least your Minimum Payment on time each month for the first seven months your account is open and agree that if you fail to do so, we may not increase your credit line. 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 at least $50, and without our express written approval, the balance in the Deposit Account may not exceed $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 credited a payment or posted some other 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 credited or 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. 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.

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 anything we deem unlawful gambling activity.

You may not use the Account or the Card to purchase illegal items, to commit 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 credit 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 permit someone else to use the Account or the Card for a prohibited, improper or unlawful purpose, or use or permit use of the Account or the Card at a time when such use is not permitted, you 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 whether your transactions or those that you permit someone else to make are lawful. The Bank, Visa and MasterCard are not responsible, either separately or together, 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. We may close the Account for inactivity. You may close the Account at any time. If the Account is closed, we will not reopen it. 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 charging privileges have been reduced, restricted or suspended. We 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 continuing 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.

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. If a credit balance persists, we will refund the credit balance within the time frame required by applicable law. If we are unable to locate you, any credit balance in your Account will be escheated pursuant to applicable law.

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 contact the appropriate 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 11804-9001 and identify the specific information you believe is inaccurate. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT AND MAY NEGATIVELY IMPACT YOUR CREDIT SCORE.

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 Account balance is paid in full.

YOU HEREBY GRANT TO THE BANK A FIRST PRIORITY SECURITY INTEREST IN THE DEPOSIT ACCOUNT, ANY ADDITIONS TO THE DEPOSIT ACCOUNT AND ANY PROCEEDS OF THE DEPOSIT ACCOUNT TO SECURE PERFORMANCE BY YOU OF ALL OF YOUR OBLIGATIONS WITH RESPECT TO THE ACCOUNT AND 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 to reduce the unpaid balance on the Account and any other outstanding obligation owed to the Bank. The application of any funds from your Deposit Account will be a credit adjustment to your Account balance and will not be treated as a payment. If we elect not to, or otherwise fail to apply funds in the Deposit Account against amounts owed on the Account or on 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 after we receive it at Merrick Bank, P.O. Box 9201, Old Bethpage, NY 11804-9001. 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 30 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 that is defined on the application 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 at least $50.

d. Transaction Limitations. You may not withdraw or transfer funds from the Deposit Account, except as otherwise set forth in this Agreement. Funds may not be used to make a payment. 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 Payment 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.

18. Third-Party Features, Services or Benefits. If your Card includes a rewards program, you acknowledge and agree that third-parties may be 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 services that may be provided by third-parties. The Bank reserves the right to adjust, add or delete benefits and services at any time.

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.merrickbank.com/cardholdercenter are ways to help prevent fraud. You will not be responsible for any unauthorized Purchases with the Card occurring after we receive notice of its loss or theft. Even if the Purchases occur before we receive notice 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; and (2) the transactions were processed by Visa or MasterCard. 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 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:

Merrick Bank
P.O. Box 9201
Old Bethpage, NY 11804-9001

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*. 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 are 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* at:

Merrick Bank
P.O. Box 9201
Old Bethpage, NY 11804-9001

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.

22. How We May Contact You to Discuss the Account. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about scheduled payments, missed payments and other important information regarding this Agreement or your relationship with us, and your consent to our contacting you using those means is partial consideration for our willingness to extend credit to you. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us or you give to us in the future and to play pre-recorded messages or send text messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You agree that we may refuse to authorize Purchases or Cash Advances or close your Account if we are unable or unauthorized to contact you by telephone.

If you do not wish for us to use some particular manner of contacting you, you must notify us. 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 third parties in connection with your account. You expressly consent and authorize us and any of our third-party service providers (including but not limited to debt collectors) to engage and transmit information relating to your account to additional third-parties for everyday business purposes such as to send you correspondence, send you statements, process your transactions, maintain your account, and/or collect on past due balances.

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) 204-5936. 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 11804-9001. 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. Communications sent to any other address will not be reviewed and will not protect your rights.

24. Agreement to Arbitrate Disputes and Class Action Waiver.

The following "*Agreement to Arbitrate Disputes and Class Action Waiver*" does not apply to "*Covered Borrowers*" under the Military Lending Act.

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.

Solely as used in this Arbitration Agreement, the terms "bank," "Merrick," "we," "us," and "our" all mean Merrick Bank Corporation its employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, agents, successors, assigns and any other third party including any person or company that provides services of any kind (including but not limited to debt collection) in connection with this Cardholder Agreement or your Account.

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 Cardholder Agreement or your Account, except for disputes concerning the validity, scope or enforceability of this Arbitration Agreement (which are for a court to decide), 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. Further, if a party's Claim is within the jurisdiction of a small-claims court of your state or municipality, either party may choose to take the Claim to that court on an individual non-class action basis instead of Binding Arbitration. "Binding Arbitration" means an arbitration proceeding before the American Arbitration Association ("AAA") pursuant to the code of procedures of the AAA in effect at the time the Claim is filed (the "Arbitration Rules"). If the AAA is unable or unwilling to serve, and we cannot agree on a replacement, a court with jurisdiction shall select the arbitrator. 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, and may be made in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). 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. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to start the arbitration proceeding in accordance with the AAA's rules and procedures. Even if all parties have opted to litigate a Claim in court, you or we may demand arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

This agreement to arbitrate Claims shall be broadly construed and 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, debt collecting, or credit reporting activity relating to your Account. Moreover, it includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.

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 or the manner of collection;
- 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;
- Any disputes related to insurance or other services or products purchased from us in connection with your Account;
- Any disputes regarding communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines; and
- Any disputes concerning the relationships resulting from this Cardholder Agreement, your Account or any of the foregoing.

CLASS ACTION WAIVER: 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.

JURY TRIAL WAIVER: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE BOTH KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE THE CLAIM.

The arbitrator will be required to follow relevant substantive law consistent with the Federal Arbitration Act ("FAA") and applicable judicial precedent to arrive at a decision and shall be empowered to grant whatever relief would be available in court in an action for an individual Claim. Any award of punitive damages shall be subject to the constitutional limits that would apply in court. Where authorized by applicable law, the arbitrator's award may include attorneys' fees and other expenses. The arbitrator shall follow any applicable statute of limitations and privilege rules.

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, 9 U.S.C. *§§ 1 et seq.*

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. Each party is responsible for the fees of its attorneys, experts, and witnesses unless the arbitrator awards them to a party. We will always pay any fees or expenses that we are required to pay by law or the Arbitration Rules or that we are required to pay for this Arbitration Agreement to be enforced.

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 AAA. 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 AAA to commence any appeal and the appealing party will pay the arbitrator's fee. The appeal panel's decision shall be final and binding, except for any appeal rights provided by the FAA.

In the event of a conflict between the Arbitration Rules or the Cardholder Agreement, on the one hand, and this Arbitration Agreement on the other hand, this Arbitration Agreement shall govern. This Arbitration Agreement shall survive the closing or termination of your Account, voluntary payment of your Account or any part of it, any legal proceedings to collect money you owe, any bankruptcy by you and any sale or assignment by us of your Account. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (A) If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Agreement will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal and the parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

You may contact the AAA 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
120 Broadway, 11th Floor
New York, NY 10271
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." Your election to reject arbitration will not affect the other terms of your Account, nor will we close the Account as a result of your election to reject arbitration.

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. Except as set forth in the Arbitration Agreement, if any portion of this Agreement is deemed invalid or unenforceable, the remaining portions 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 or online 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 and elsewhere in this Agreement.

"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 statement of transactions, fees and charges that 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, transactions made at another bank, balance transfers, money transfers, money order purchases, tax payments, traveler's check purchases, foreign currency purchases, cryptocurrency 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.

"Default" occurs if: (a) you fail to honor any obligation under this Agreement, including but not limited to, your obligation to make at least the Minimum Payment by the Payment Due Date and to keep the New Balance below the credit limit; (b) we believe that you gave us false information; (c) you die or become the subject of any insolvency or bankruptcy proceeding; (d) we believe there has been a material change in your financial condition or your willingness to pay your debts when due; (e) any payment you make is rejected, not paid, or cannot be processed; or (f) we believe that you permanently reside outside of the United States.

"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. local time at the payment address indicated on the most recent Billing Statement. 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.

"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 Wall Street Journal* (or a comparable rate if T*he Wall Street Journal* ceases publication).

"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, or if applying jointly, both Card applicants, and the person or persons to whom the Card is issued.

Equal Opportunity Lender
Member FDIC
G-18233 06/2023

ACCOUNT OPENING DISCLOSURES—MERRICK UNSECURED

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**33.95% to 34.95%** when you open your account, based on creditworthiness. Your APR will vary with the market based on the Prime Rate.*
APR for Cash Advances	**35.00% to 35.45%** when you open your account, based on creditworthiness. 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 each month. 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. For example, if your minimum credit limit is $300, your initial available credit limit will be only about $228 (based on a one-time $0 set-up fee and a $72 annual fee) or about $216 if you also choose to have an additional card. 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	$**0** to **$72** the first year. Billed $0 to $6 per month thereafter.
· Account Set-up Fee	$**0**
· Additional Card Fee	$**0** to **$12** per additional card issued, per year. Billed $0 to $1 per month, per card thereafter.
Transaction Fees	
· Cash Advance	Either **$10** or **4%** of the amount advanced, whichever is greater.
·Foreign Transaction	**None**
Penalty Fees	
· Late Payment	Up to **$40**
· Over Limit	**$0**
· Returned Payment	Up to **$40**

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

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

Annual Percentage Rates: Daily Periodic Rate for Purchases 0.09301% to 0.09575%; Daily Periodic Rate for Cash Advances 0.09589% to 0.09712%.

Variable Rate Information: Purchase Margin 27.20 to 28.20 percentage points; Cash Advance Margin 28.70 to 32.20 percentage points. Your APR for Purchases and Cash Advances may vary. Your APR is determined monthly by adding the appropriate margin 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.

*"Prime Rate" means the prime rate of interest published on the last business day of each month in *The Wall Street Journal* (or a comparable rate if *The Wall Street Journal* ceases publication).

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 Payment 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.