PERSONS USING YOUR ACCOUNT
If you permit any person to use your Card, Check, Account number or other Credit Device giving them the authorization to obtain credit on your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded. Authorized users of the Account may have the same access to information about the Account and its users as the Account holders. Notice to you shall be deemed notice to all cardholders, including authorized users. You may allow authorized users on your Account in the following ways: (1) by notifying us that you want someone added to your Account as an authorized user; (2) by lending your Card or Account number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your Account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to, making any Purchases, Cash Advances, and allowing others to use your Account. Your Account does not permit you to limit the nature or amount of authority you give any authorized user and you will not attempt to do so. An authorized user's authority will continue until you or the authorized user notify us that you are terminating the authorized user's authority and you physically retrieve the Card. If you cannot retrieve the Card, you remain liable for any transactions that we cannot prevent after you notify us. We may at our sole discretion limit the number of authorized users on your Account, and decline to add an authorized user to your Account.

LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD OR ACCOUNT
If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, call us immediately toll free at 1-833-845-2200 or write to us at Ollo Credit Card, P.O. Box 9222, Old Bethpage, NY 11804.

WE MAY SELL YOUR ACCOUNT OR ACCOUNT BALANCES
We may at any time and without notice to you sell, assign or transfer your Account, any sums due on your Account, this Agreement, or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights and assume our obligations under this Agreement, to the extent assigned. You may not assign your Account or any of your rights or obligations under this Agreement.

NO WAIVER; ENTIRE AGREEMENT
Our failure to exercise any of our rights under this Agreement, our delay in enforcing any of our rights, or our waiver of our rights on any occasion shall not constitute a waiver of such rights on any other occasion. This Agreement, together with all documents incorporated herein, is the entire agreement between you and us relating to your Account. This Agreement cannot be changed except as explained in this Agreement.

GOVERNING LAW
This Agreement and your Account, and any claim, dispute or controversy arising from or relating to this Agreement or your Account, are governed by the laws of the State of Utah (without regard to any rules concerning conflicts of law or choice of law) and applicable federal law.

HEADINGS; CAPTIONS
Section and paragraph headings and captions used in this Agreement are for convenience and reference purposes only, and do not limit or affect the meaning of the provisions in this Agreement. Unless the context specifically requires otherwise, the use of the singular in this Agreement includes the plural (and vice versa).

INQUIRIES OR QUESTIONS
You may address any inquiries or questions which you have about your Account to Ollo Credit Card, P.O. Box 9222, Old Bethpage, NY 11804, or you may call us at 1-833-845-2200. If you contact us by telephone instead of writing, you may lose certain rights the law gives you to dispute billing errors (see the billing rights notice below).

ARBITRATION AND WAIVER OF JURY TRIAL

THIS AGREEMENT PROVIDES FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL.

BY ACCEPTING THE CARDMEMBER AGREEMENT, YOU AGREE TO THIS ARBITRATION AND WAIVER OF JURY TRIAL (THE "ARBITRATION PROVISION"), AND FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE FOLLOWING RIGHTS, AS MORE FULLY DESCRIBED IN THIS ARBITRATION PROVISION:

(A) YOU WAIVE THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US;

(B) YOU WAIVE THE RIGHT TO HAVE A COURT OTHER THAN A SMALL CLAIMS TRIBUNAL RESOLVE ANY DISPUTE AGAINST US; AND

(C) YOU WAIVE THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US.

THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU IF, AS OF THE DATE OF YOUR ACCOUNT OPENING, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER ENTITLED TO PROTECTION UNDER THE FEDERAL MILITARY LENDING ACT.

Accordingly, all disputes against us and/or related third parties shall be resolved by binding arbitration only. Disputes shall be resolved on an individual basis with you. Therefore, the arbitrator shall not have the power to conduct class action arbitration or to consolidate claims of multiple parties; that is, the arbitrator shall not allow you to serve as a representative, as a private attorney general, or in any other representative capacity for others in the arbitration.

If either you or we elect to pursue any Claim by either you or us against the other, then the Claim shall be resolved exclusively by arbitration. Alternatively, you or we may pursue a Claim within the jurisdiction of the small claims court in your home jurisdiction; provided, however, that the action remains in that court, is made on behalf of or against you only, and is not made part of a class action, private attorney general action or other representative or collective action.

"Arbitration" is a process in which a person with a dispute waives their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes and agrees, instead, to submit their disputes to a neutral third person (an "arbitrator") for decision. Each party to the dispute has an opportunity to present evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment.

For purposes of this Arbitration Provision, "Claim" means any claim, dispute or controversy arising from or relating in any way to this Agreement or your Account, or their establishment, or any transaction or activity on your Account, including (without limitation) Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law (except as otherwise specifically provided in this Agreement). Claims regarding the applicability of this arbitration provision or the validity of the entire Agreement shall be resolved exclusively by arbitration except that any challenge to the enforceability or validity of the class action waiver above shall be decided only by a court. Solely as used in this Arbitration Provision, the term "we", "us" and "our" all mean Merrick Bank, its employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, agents, successors, assigns and any other third party including any person that provides services of any kind (including but not limited to debt collection) in connection with this Agreement or your Account. You agree that any agents retained by us, the operator of the website where you submitted your application, and the purchaser(s) of any balances of your Account are express third-party beneficiaries of this Arbitration Provision, and are entitled to enforce it to the same extent as if they were a party to this Agreement.

The arbitration shall be administered by the American Arbitration Association, www.adr.org, 120 S. Broadway, 11th Floor, New York, NY 10271, 1-800-778-7879 (the "Administrator"). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its website or by mail as set forth above. The Administrator will apply the rules and procedures in effect and applicable to the claim at the time the arbitration is filed. The Claim will be heard before a single arbitrator. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law.

If you commence arbitration, you must provide us the notice required by the Administrator's rules and procedures. The notice may be sent to us at Ollo Credit Card, Arbitration Manager, Legal Department, P.O. Box 5000, Draper, UT 84020-5000. If we commence arbitration, we will provide you notice at your last known billing address. We agree to honor a request by you to remove the action to a small claims court; provided, however, that we receive the request within 30 days of the notice of commencement of arbitration. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. No class actions, joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. A party can file with the Administrator a written appeal of a single arbitrator's award within thirty days of award issuance, requesting a new arbitration in front of three neutral arbitrators designated by the Administrator. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction. Judgment upon any arbitration award may be entered in any court having jurisdiction.

We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. Under no circumstances will we seek from you payment or reimbursement of any fees that we incur in connection with arbitration. In addition, in any arbitration that you elect to file that could be heard in Small Claims Court in your jurisdiction, we will pay the filing fees and other arbitration fees above the cost of filing in that Small Claims Court. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future, and it survives the termination of this Agreement and the Account relationship, including your payment in full, and your filing of bankruptcy. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any claims, defenses or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

END OF CARDMEMBER AGREEMENT

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:

Ollo Credit Card
P.O. Box 9222
Old Bethpage, NY 11804

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 any 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 that 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:

Ollo Credit Card
P.O. Box 9222
Old Bethpage, NY 11804

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.

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Equal Opportunity Lender M-XXXXXX

OLLO MASTERCARD® CREDIT CARD

CARDMEMBER AGREEMENT

YOUR CREDIT CARD AGREEMENT WITH US
This document, along with the Account Summary Table enclosed with your credit card, together constitute your Cardmember Agreement (the "**Agreement**") that establishes the terms of your credit card Account ("**Account**") with us. Please read it carefully and keep it for your records. You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card, or when you or an Authorized User use the Account. To help prevent unauthorized use of your Card, please sign the back of your Card.

In this Agreement, the words "**you**" and "**your**" refer to each person who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "**we**", "**us**" and "**our**" refer to Merrick Bank, its agents, successors or assigns and its service providers. "**Card**" refers to each Mastercard Card that is issued by us for your Account. The term "**Check**" refers to a convenience check, a written Credit Device that we may issue to you. The term "**Credit Device**" refers to a Check, payee-designated check, draft, order or other instrument or transaction that accesses the Account other than a Card. Any Card or Credit Device must be destroyed or returned to us immediately upon our request.

FEATURES AND USE OF YOUR ACCOUNT
You may use your Card or Account to make Purchases, Balance Transfers and Cash Advances under this Agreement. You may use this Account for personal, family or household purposes.

A "**Purchase**" is the use of the Account to buy or lease goods or services, or the use of the Account to make a transaction that is not otherwise a Balance Transfer or Cash Advance.

A "**Balance Transfer**" is the use of the Account or a Credit Device to pay amounts you owe under accounts with other creditors.

A "**Cash Advance**" is the use of your Card or a Check (which you sign as drawer, like a personal check) to obtain cash loans from any financial institution that accepts the Card or for what we consider to be a cash-like transaction. Checks will not be subject to any stop payment order and will not be returned to you. Each Check may be used only by the person(s) whose name(s) is/are printed on it. You may not use any Check we issue to you to pay any amount you owe under your Cardholder Agreement or under any other credit agreement or account you may have with us. The following uses of your Card or Account are examples of transactions we treat as Cash Advances under this Agreement:

- obtaining cash from a participating Automated Teller Machine ("**ATM**");
- obtaining cash from participating financial institutions nationwide that have agreed with Mastercard to allow you to use your Card to obtain cash;
- obtaining money orders, wire transfers, travelers' checks, foreign currency, digital currency, vouchers redeemable for cash or similar items; and
- obtaining lottery tickets, gaming chips, wagers, online social casino coins or credits, and other similar transactions.

INTEREST RATES
When your Account has a Balance Subject to Interest (as described in Section labeled "How We Calculate Your Interest Charges"), we will calculate interest by applying a daily periodic rate to that balance. This Agreement provides for the compounding of interest. If you owe interest in any billing cycle, the charge will be no less than the minimum interest charge stated in the Account Summary Table.

Periodic Rates: We will use one or more daily periodic rates ("**DPRs**") to calculate how much interest you owe. Your DPRs and corresponding Annual Percentage Rates ("**APRs**") will vary. The DPR is a rate equal to the APR divided by 365. The current DPRs and corresponding APRs for Purchases, Cash Advances and Balance Transfers, including any applicable promotional rates, are shown with the Account Summary Table.

Variable Rate Information: Except as provided in a promotional offer, the periodic rates and corresponding APRs on your account will vary with the market based on the highest domestic bank "Prime Rate" as published in the "Money Rates" section of *The Wall Street Journal* (the "Prime Rate"). We determine your APRs for each billing cycle by adding the "Margins" shown in the Account Summary Table to the Prime Rate on the last business day of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease to your variable rates on the first day of the billing cycle that begins in the same month in which the applicable Prime Rate is published. There is no limitation on the amount of any increase. Any such increase or decrease will cause a corresponding increase or decrease in the amount of interest assessed. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index.

HOW WE CALCULATE YOUR INTEREST CHARGES

Average Daily Balance Method (including new transactions): The "average daily balance" for Purchase, Balance Transfer and Cash Advance categories are calculated separately. To get the "average daily balance" we take the beginning balance of your Account each day, add to the respective category any new Purchases, Cash Advances, Balance Transfers and/or applicable fees, and subtract payments and/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 category and divide by the number of days in the billing cycle. This gives us the "average daily balance" for each balance category. The interest charged for each balance category equals the "average daily balance" for that balance category 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.

When Interest Begins to Accrue on Purchases, Balance Transfers and Cash Advances: Except as provided below, interest on Purchases, Cash Advances and Balance Transfers accrues from 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. You will not have to pay interest on Purchases if you pay your New Statement Balance in full by the Payment Due Date shown on your statement, which shall not be less than 25 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance. Unless otherwise disclosed in a promotional offer, there is no period in which credit extended may be paid without incurring interest on Cash Advances or Balance Transfers.

FEES

Annual Fee: If applicable, you agree to pay us when billed each year (subject to applicable federal law) a non-refundable Annual Fee in the amount stated in the Account Summary Table. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Transaction Fees: Unless otherwise disclosed in a promotional offer, we will charge a one-time transaction fee for each Balance Transfer and Cash Advance. The calculation of these fees is described in the Account Summary Table. The fee for a Balance Transfer will be added to your Balance Transfer balance. The fee for a Cash Advance will be added to your Cash Advance balance.

Late Fees: If we do not receive a payment from you in at least the amount of your Minimum Payment Due by the Payment Due Date shown on your statement, we may charge you a Late Fee. We explain how we calculate the Late Fee in the Account Summary Table under the heading: "Additional information about Late Fees".

Administrative Fees: You may be charged for the expedited mailing or replacement of your Card. These fees will be disclosed to you at the time of the request.

MILITARY LENDING ACT

This section includes information regarding the Military Lending Act, which provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply only if you are a Covered Borrower at the date of your Account opening.

Statement of Military Annual Percentage Rate ("MAPR"): 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%. This rate must include, as applicable to the credit transaction or Account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). If you are a Covered Borrower, you may call 1-833-845-2200 to hear important information about the Military Lending Act and your Account.

OBLIGATIONS ON YOUR ACCOUNT

You authorize us to pay and charge your Account for all Purchases, Balance Transfers and Cash Advances made or obtained by you or anyone you authorize or by anyone who has apparent authority to use your Card or Account. You promise to pay us for all of these Purchases, Balance Transfers and Cash Advances, plus any interest assessed on your Account and any other charges and fees you may owe under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (a) actual use of your Card or a Credit Device; (b) mail order or telephone, internet or other electronic Purchases made without presenting the Card; or (c) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account.

CREDIT LIMIT

You may use your Account to make Purchases and Balance Transfers (as such Balance Transfers may be offered to you from time to time) up to the amount of your Credit Limit. You may use your Account to make Cash Advances up to the amount of your Cash Access Limit. Your Cash Access Limit is the portion of your overall Credit Limit which we make available from time to time for Cash Advances. Your Credit Limit and Cash Access Limit are provided to you with your Card and on every monthly statement. We may change any applicable Credit Limit and Cash Access Limit from time to time. You agree not to make a transaction on your Account that would cause the unpaid balance of your Account (including interest, fees and other charges) to exceed its applicable limit. We may honor Purchases, Balance Transfers and Cash Advances in excess of the applicable Credit Limit at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay that excess immediately upon request. The fact that we may at any time honor a Purchase, Balance Transfer or Cash Advance in excess of the applicable Credit Limit does not obligate us to do so again.

Subject to any restrictions under applicable law, you agree that we may change or cancel any applicable Credit Limit at any time without affecting your obligation to pay all amounts owed under this Agreement. For security reasons, we may limit the number or dollar amount of transactions that may be accomplished with your Card, Account or any Credit Device, and we have the right to limit authorizations to complete such transactions if we consider it necessary to verify payments received.

MONTHLY STATEMENTS

We will send a billing statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1 or if interest has been imposed, or as required by applicable law. Among other things, your statement will show your New Statement Balance, any interest assessed, any Credit Limit(s) and credit available, the minimum amount you must pay ("**Minimum Payment Due**") and the date when payment is due ("**Payment Due Date**"). Interest and fees, however, will continue to accrue whether or not we send you a statement.

YOUR PAYMENT OBLIGATIONS

Except as otherwise provided in this Agreement or any promotional offer, you must pay at least the Minimum Payment Due each billing cycle by its Payment Due Date. Payments must conform to the requirements set forth on the monthly statement; these requirements may vary without prior notice. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank or we will reject the payment. We may also reject any payment we receive if your Account has a credit balance as of the day we receive that payment. Your payment will not be considered received by us if the payment is later dishonored. Payments posted to your Account may not immediately result in additional available credit; we may delay increasing your available credit by up to 10 days.

You may pay more than the Minimum Payment Due and may at any time pay the full amount you owe us without penalty. If you overpay or your Account has a credit balance, we will not pay interest on such amounts. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or alter your obligation to make at least a Minimum Payment by the Payment Due Date. Generally, credits to your Account, such as those generated by merchants, are not treated as payments and will not reduce the Minimum Payment Due.

HOW WE DETERMINE THE MINIMUM PAYMENT DUE

If the New Statement Balance shown on your monthly statement is less than $27, your Minimum Payment Due (due by the Payment Due Date) will be your New Statement Balance. Otherwise, the Minimum Payment Due for each billing cycle will be the greater of $27 or the total of (1) 1% of the New Statement Balance, plus (2) any Interest Charges, plus (3) any Late Fee. We will also include any past due amounts from prior billing cycles in your Minimum Payment Due as applicable. We will round the amount of your Minimum Payment Due up to the next highest dollar.

WHEN YOUR PAYMENT WILL BE CREDITED

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to 5 days.

HOW WE WILL ALLOCATE YOUR PAYMENT

Subject to any restrictions of applicable law, we will apply your payments to balances on your Account in whatever manner we determine. Generally, if your Account has balances (including new transactions) with different APRs, we will allocate the amount of your payment equal to the Minimum Payment Due to the lowest APR balances first. Payment amounts that exceed the Minimum Payment Due will be allocated to balances with higher APRs before balances with lower APRs.

IRREGULAR PAYMENTS

We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement including our right to collect all sums you owe us. No payment shall operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed, or that is tendered with other conditions or limitations, or as full satisfaction of a disputed amount, must be mailed or delivered to Ollo Credit Card, P.O. Box 9222, Old Bethpage, NY 11804. In addition, you may not postdate a Check; if you do, we may honor it or return it unpaid, without waiting for the date shown on the Check.

DEFAULT

Subject to any restrictions of applicable law, your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (a) in any month we do not receive your Minimum Payment Due by the Payment Due Date; (b) you otherwise fail to comply with this Agreement; (c) you become a "debtor" under the U.S. Bankruptcy Code; (d) you die or become incapacitated; or (e) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason.

COLLECTION COSTS

To the extent the state where you live permits the charging of such fees and costs, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, if we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney.

WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT

Subject to any restrictions of applicable law, we may suspend, close or otherwise terminate your Account or limit your right to use the Account at any time for any reason, even if you are not in default. If we ask, you must destroy your Cards and any unused Credit Devices. You agree that you will not try to make a Purchase, obtain a Cash Advance or initiate a Balance Transfer after you have been notified that your privilege to use your Account has been terminated. We will not be obligated to honor any attempted use of your Account if default has occurred or we have determined to terminate your Account or limit your Account privileges. You may close your Account at any time by notifying us in writing or by telephone. If you do, you must destroy all Cards and Credit Devices previously issued on the Account. Your obligations under this Agreement continue even after the Account is closed (whether by you or us) and you will remain liable for all amounts owed under the terms of this Agreement including any transactions after your account is closed which we believe you have authorized. When your Account is closed, it is your responsibility to contact anyone you have authorized to charge transactions to your Account to change the billing, such as recurring merchant billers and subscription services.

REFUSAL TO HONOR CARD

We are not responsible for refusals to honor your Card or Credit Devices. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

NOTICES

We will send statements and any other notices to you at the address shown in our files, or if you have opted for electronic delivery, we will send eligible documents to the email address you provided or make available to you online. You promise to inform us promptly in writing or by telephone of any change in your mailing address and/or email address. We may, at our discretion, accept address corrections from the United States Postal Service or others.

TRANSACTIONS IN FOREIGN CURRENCIES

You may use your Card, Account or Credit Device for Purchases and Cash Advances made in currencies other than U.S. Dollars from participating Mastercard merchants. We and Mastercard (or their affiliates) will convert transactions in foreign currencies into U.S. Dollars. Mastercard will use their currency conversion procedures that are current at the time of the transaction. Currently, Mastercard selects a rate from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

ADJUSTMENTS TO MINIMUM MONTHLY PAYMENTS

From time to time, we may let you skip or reduce one or more Minimum Payments Due and we will notify you when these options are available.

This may occur, for example, if we are working with borrowers affected by a federally declared disaster. If in response to our notification you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. Any reduced payment amount offered may be less than your interest charges. You must make the reduced payment amount on time to avoid a Late Fee.

WE MAY AMEND THIS AGREEMENT

Subject to applicable law, we can amend the terms of this Agreement by changing terms, adding new terms, or deleting terms from this Agreement at any time. We will give you notice of an amendment as required by applicable law. As permitted by applicable law, any amendment of this Agreement will become effective at the time stated in our notice. Unless we state otherwise, the amended terms will apply to all outstanding balances on your Account as well as to new transactions to the extent permitted by applicable law.

COLLECTING AND SHARING; CREDIT REPORTING; INACCURATE INFORMATION

You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. From time to time we may request employment and income data from third parties for the ongoing administration of your Account. You are hereby notified that a negative credit report may be submitted to one or more credit reporting agencies if you fail to fulfill the terms of your credit obligations. Late payments, missed payments or other things you do may be reflected on your credit report. **If you believe that we have information about you that is inaccurate please notify us of the specific information that you believe is inaccurate by writing to us at Ollo Credit Card, P.O. Box 9222, Old Bethpage, NY 11804. Please include your name, address, home phone number and account number and explain what you believe is incomplete or inaccurate.**

TELEPHONE CALLS AND TEXT MESSAGES REGARDING YOUR ACCOUNT

You agree that we may monitor and/or record any of your phone conversations with any of our representatives. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments, options to amend this Agreement and other important information. The telephone messages are 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 understand that the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private. Please do not send confidential information via text message. You give us permission to call or send text messages from time to time 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 your Agreement or Account over the phone. You further agree that such telephone calls and text messages are not unsolicited calls for purposes of applicable law. Standard text messaging and/or calling charges by your communications carrier may apply.

HOW TO UPDATE YOUR RECORDS

Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card. You further agree to indemnify, defend and hold us, our subsidiaries, affiliates, officers, agents and other partners and employees harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. Text message notifications are provided for your convenience only.

BENEFITS

You may be offered certain benefits and services with your Account, such as those provided by Mastercard. Any benefits or services are not a part of this Agreement. They are subject to the terms and restrictions described in the Guide to Benefits and other official documents provided to you by us or on our behalf. We may change, add or remove benefits and services at any time and without notice to you.

PURPOSES FOR USING YOUR ACCOUNT

You may not use this Account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your Account to make any illegal transaction. You will only use your Account for transactions that are legal where you conduct them. For example, internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an internet transaction is legal where you conduct it. We may charge your Account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transaction identified as internet gambling. You may not use your Card, Account or Credit Device to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Asset Control (OFAC). Use of your Card in those countries will be blocked.

Cardmember Agreement for Ollo Credit Cards

Effective date: June 30, 2026

Information is accurate as of June 30, 2026

These documents are being provided to you for informational purposes only. There are two parts to our Cardmember Agreement: The PRICING INFORMATION ADDENDUM and the CARDMEMBER AGREEMENT. The Pricing Information Addendum shows a range of terms that may be offered on new accounts. The terms that apply to you will differ depending on your specific card offer. The Cardmember Agreement contains important information related to consumer credit cards issued by Merrick Bank.

Pricing Information Addendum

Interest Rates & Charges	
Annual Percentage Rate (APR) for Purchases	**21.99% - 30.99%** This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**21.99% - 30.99%** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**21.99% - 30.99%** This APR will vary with the market based on the Prime Rate.
Penalty APR	None
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 $1.50.
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 consumerfinance.gov/learnmore.

Fees	
Annual Fee	**$0 to $39**
Transaction Fees	
Balance Transfer	Either **$5** or **4%** of the amount of each Balance Transfer, whichever is greater.
Cash Advance	Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.
Foreign Transaction	None
Penalty Fees	
Late Payment	Up to **$40**
Returned Payment	None
Over the Limit	None

How We Will Calculate Balances: We use a method called **"average daily balance (including new Purchases)"**, as more fully explained in the Cardmember Agreement.

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

Variable APRs for this account are calculated by adding a Margin to the Prime Rate index. As of June 30, 2026, the Prime Rate was 6.75%.