

Cardholder Agreement

Rates and Fees Table

Interest Rates and Finance Charges	
Annual Percentage Rate (APR) for Purchases	19.24% to 34.25%. This APR will vary based on changes to the Prime Rate.
APR for Cash Advances	NA (Cash advance not available)
APR for Balance Transfers	NA (Balance transfer not available)
How to avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on new purchases if you have paid your entire balance by the due date each month.
Penalty APR and When It Applies	36 % This APR may be applied to your account if you: 1. Make a late payment How long will the Penalty APR Apply? If your APR is increased for the above reason for late payment, the Penalty APR will apply until you make six consecutive minimum payments when due.
Minimum Interest Charge	None.
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	
Annual Fee	Not Applicable
Transaction Fees	
- Foreign Transaction Fee - Cash Advance Fee - Balance Transfer Fee	3% of each foreign transaction amount in U.S. dollars. Not Applicable Not Applicable

Penalty Fees • Late Payment • Return Payment • Over-the-Limit Fee	Up to \$40 Up to \$40 Not Applicable
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How We Will Calculate Your Balance: We use a method called “average daily balance (including new transactions)”.

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

How We Will Calculate Your Variable APRs:

Variable Rate: Your APR will vary with the market based on the Prime Rate. The Prime Rate is the highest rate of interest listed as the “US Prime Rate” in the “Money Rates” section of the Wall Street Journal as of the 25th day of the calendar month preceding the Billing Cycle (or if such day is not a Business Day, the following Business Day).

Your Daily Periodic Rate(s) and corresponding Annual Percentage Rate(s) will change if the Prime Rate changes. If the Daily Periodic Rate(s) and corresponding Annual Percentage Rate(s) increase, your interest charges will increase, and your minimum payment may be greater. A change in your Daily Periodic Rate(s) will take effect the Billing Cycle immediately following the publication of the changed Prime Rate.

Purchase APR - Daily Periodic Rates and corresponding APRs are determined by adding the Prime Rate to a margin rate of 11.74% - 26.75%. However, we do not charge interest in excess of 36%.

Cash Advance APR – Not applicable

Balance Transfer APR - Not applicable.

Minimum Payment: Your payment is due on or before the Payment Due Date shown on your Statement. You must pay at least the Minimum Payment, which is the greater of (a) \$25 (or the total amount you owe if less than \$25); or (b) the sum of (1) 1% of the New Balance on your Statement (rounded upward to the nearest dollar), the periodic finance charges, and late fees we have billed you on the Statement for which your Minimum Payment is calculated, (2) any amounts that are past due, (3) the portion of your balance that exceeds your Credit Limit, (4) any late fees that have been previously billed, and (5)

any applicable rewards participation fee then due. Notwithstanding the previous sentence, if your New Balance is less than \$25, you must pay us the total New Balance.

Avoiding Paying Finance Charges. No interest charges will be imposed on purchases if you pay each statement's New Balance in full by the Payment Due Date. If you have not done so, an interest charge will accrue from the transaction date on purchases at the applicable APR for purchases until the date payment in full is posted to your Account.

Military Lending Act Disclosure: The following disclosure applies to persons covered by the Military Lending Act. Other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. 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 credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

MLA – Oral Disclosures: To hear important disclosures and a description of your payment obligation, please call at toll free number **1-929-476-0336**

Covered Military Borrowers

If you are a "covered borrower," as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (i) the "Arbitration Provision," herein (ii) any waiver of right to legal recourse under any state or federal law, and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a "covered borrower".

The Zolve Credit Card is issued by Continental Bank. Mastercard is a registered trademarks of Mastercard, and is used by the issuer pursuant to license from Mastercard.

Review and save the following important information about your Account. This Credit Card Agreement (this "Agreement") contains the terms which govern the use of your Zolve Credit Card and corresponding credit card account ("Account") and outlines your responsibilities and ours. This Agreement includes the Rates and Fees Table above and the terms below. The Zolve Credit Card is issued by Continental Bank. In addition to this Agreement, your Card and Account are governed by Statements, our privacy policy, any brochure describing benefits provided by Mastercard, all disclosures and materials provided to you before and when you applied for and/or opened your Account and any future changes to the aforementioned documents.

We have agreed to lend you money as described in this Agreement, and you agree to pay us back together with interest charges and fees. You do not have to sign this Agreement, but once you have activated, accepted, signed or used the Card or the Account, you acknowledge and agree to the terms and the provisions contained in this Agreement, which includes an arbitration provision. The application you signed or otherwise submitted (including the federal and state notices), any temporary card and the card carrier the Bank sends with your Card are part of and are incorporated into this Agreement. Please read it in its entirety and keep it for your records.

If any fee in the Rates and Fees Table is marked "none" or "not applicable", the section of this Agreement that relates to that fee does not apply.

Contact us if you have any questions about this Agreement or your Card or Account. You may contact us through the Zolve Platform or write to us at hello@zolve.com.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION, UNLESS YOU ARE COVERED BY THE MILITARY LENDING ACT. IF YOU ARE COVERED BY THIS MILITARY LENDING ACT, THEN SECTION 23 DOES NOT APPLY TO YOU.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

"APR" means a rate shown, as a percentage, used to calculate interest on the balance on your Account.

"Balance transfer" means a transfer of funds to another creditor initiated by us at your request. A balance transfer does not include a transaction that is otherwise a cash advance. Balance transfers include any fees and adjustments associated with any balance transfer. We do not offer balance transfer for this product at this time.

“Billing Cycle” means the time period between billing statements and is used to manage your Account. Each Statement shows the closing data, which is the last day of the Billing Cycle.

“Card” means one or more cards or other access devices, including your account number or virtual card, that we may issue to allow you to use to access credit on your Account, and includes all renewals and substitutions of the same.

“Cash advance” means a loan in cash or cash equivalents, including, but not limited to, wire transfers, travelers’ checks, money orders and foreign currency. Purchases from a merchant that are directly convertible to cash (sometimes called “quasi-cash” transactions), such as purchases of casino gaming chips, lottery tickets, money orders, wire transfer services, travelers cheques or foreign currency, are not be permitted with your Card. We do not offer cash advances for this product at this time.

“Credit Limit” means the amount you are permitted to borrow from us over time.

“Fees” means charges imposed on your Account not based on the Annual Percentage Rates.

“Minimum Payment” means the minimum amount you must pay by the Payment Due Date shown on your Statement.

“New Balance” means the total amount you owe us as of a Statement closing date.

“Payment Due Date” means the payment due date shown on your Statement. It will be at least 21 days from the Statement closing date.

“Platform” means the website, mobile application or other software platform made available to you by Zolve pursuant to the Terms of Use [\[Link\]](#)

“Purchase” or “purchase” means the use of your Account or Card to buy or lease goods or services. Tax payments and any other associated fees are considered purchases. Cash advances and Balance Transfers are not considered purchases.

“Servicer” or “Zolve” means Zolve Innovations Inc.

“Statement” means the periodic statement we send to you in connection with your Account. Your Statement will include all transactions billed to your Account during a Billing Cycle and information about payment owed to us.

“We,” “us,” “our,” and “Bank” mean Continental Bank, and its agents, authorized representatives, successors, and assignees.

“You” and “your” mean each and all of the persons who are granted, accept or use the Account and any person who has guaranteed payment of the Account.

2. Account Information and Contacting You

- a. Account Information. We need information about you to open and manage your Account. This includes, but is not limited to: (1) your legal name; (2) provide a valid mailing address; (3) your date of birth; (4) your Social Security number or other government identification number; (5)

your telephone number(s); and/or (6) your employment and income information. You must tell us when this information changes. We may ask you for additional documents and to verify any changes to the information you have provided us. Within 45 days of the Account activation as required, you must provide us with your valid U.S. mailing address and proof thereof (documentary or non-documentary). Failure to do so may result in freezing, or termination of the Account. We may provide you with an additional period of 15 days to provide the required details before account closure. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested. We reserve the right to close your account if Account Activation is not undertaken within 180 days from the date of account opening. Account activation for the purpose of this Agreement shall mean instance of completion of location based verification on the Zolve app by you in the United States of America, as we may require.

- b. **Contacting You.** Unless we tell you otherwise, you can contact us through the Zolve Platform or you can notify us at hello@zolve.com. To the extent permitted by applicable law, you authorize us and Servicer and each of our and Servicer's affiliates, agents, and contractors, and anyone to whom we may sell your Account, to contact you to service your Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, and contractors and anyone to whom we may sell your Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. We may monitor, tape or electronically record our telephone calls with you, including any calls with our customer service department, collection department and any other department. For the avoidance of doubt, you agree you will accept calls from us regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You agree to notify us immediately if you change your email address, mailing address, or phone number.

3. Use of Your Account

You may use your Account for purchases and any other transactions we may permit from time to time. You authorize us to pay for all transactions made in connection with your Account. We will apply each transaction against your available credit for that category. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among purchases.

You promise to use your Account only for lawful personal, family, or household purposes. You agree that you will not use your Card in any illegal transaction and are responsible for any transactions if you do. You will only use your account for transactions that are legal where you conduct them. You understand that our services, including access to the Account, may not always be available, and that we are not liable for any losses that may result when such services are unavailable due to any reason outside of our control. We are not responsible for anyone who refuses to accept your Card. We have no responsibility for failure of any

machine, merchant financial institution or any other party to honor your Card. We may decline to authorize a transaction for any reason, including, but not limited to, any charge that may cause your Account to exceed its Credit Limit, or if we believe you may be engaging in the internet gambling business or the merchant with whom you are transacting with may be involved in such business or in any other illegal activity. We are neither responsible for any losses you may incur if we do not authorize a transaction nor are we responsible or liable if you engage in an illegal transaction. You understand that any person may deny acceptance of or refuse to accept your Card and we are not responsible for such denial or refusal.

4. Digital Wallet Terms.

This subsection governs your access to, and use of your Card through a digital wallet provided by another company (such as Apple Pay, Android Pay, Amazon, PayPal, Samsung Pay, etc.) or a merchant-branded website or digital wallet where your Card information is stored for future use (each, a “Digital Wallet”). We reserve the right to restrict the use of Cards within a Digital Wallet.

A Digital Wallet may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Digital Wallet. You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the third party Digital Wallet provider or another third party supporting the Digital Wallet or Digital Wallet provider (collectively, the “Digital Wallet Provider”) with respect to the use of that Digital Wallet. Your agreement with any Digital Wallet Provider does not impact our Agreement with you. You acknowledge that we are not party to any agreement or the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. You may only use a Digital Wallet with a compatible device, as determined by the Digital Wallet Provider (“Compatible Device”). In addition, any use of your Card in or through the Digital Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Digital Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

To add your Card to a Digital Wallet, you must register your Card with that Digital Wallet by linking your Card to that Digital Wallet by following the instructions of the Digital Wallet Provider. By doing this, you agree to allow us to share your Card information with the Digital Wallet Provider. You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet. We may not add a Card to your Digital Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card. You understand that the card shall be added to the Digital Wallet only upon receipt of authentication message received on your email address or mobile number registered with us. You are responsible to ensure that any suspicious transaction relating to the same is immediately reported to us and also not to provide any authentication to anyone on phone call, text message, email or otherwise. We do not obtain the authentication over call, text or email and any instance of same shall be immediately reported to us and you are advised to block your account till the resolution of the concerned instance by us.

Once you add a Card to a Digital Wallet on a Compatible Device, you may use the Compatible Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card. By selecting an added Card in the Digital Wallet and using merchant’s contactless-enabled point-of-sale terminal or reader or by using a Card for an in-app or a website purchase, you are authorizing the payment for the applicable merchant’s products or services with that Card in the Digital Wallet. The Digital Wallet may display

transaction history, but it does not reflect any post-authorization activities and may not match the actual transaction details that are posted to your Account.

We do not charge you any additional fees for adding your Card to a Digital Wallet or for using your Card in the Digital Wallet. However, any fees and charges that would apply when you use your Card outside the Digital Wallet will also apply when you use a Digital Wallet to make purchases with your Card or otherwise access your Card. The Digital Wallet Provider and other third parties such as wireless companies or data service providers may charge you fees. Any Virtual Card we may issue you that is linked or registered with the Digital Wallet may be, in our sole discretion, automatically updated or upgraded without notice to you.

We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you or for ensuring that your Card is compatible with any Digital Wallet service. Some Digital Wallets may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Digital Wallet provider to allow usage of your Card in the Digital Wallet as you have requested. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or the Digital Wallet. In no event are we responsible for: (i) any failure of the Digital Wallet, any mobile device you use with the Digital Wallet, or the inability to use the Digital Wallet for any transaction or (ii) how the Digital Wallet Provider performs its services or any other third parties regarding any agreement you enter into with the Digital Wallet Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Digital Wallet Provider. Any information held by the Digital Wallet Provider is governed by the Digital Wallet Provider's privacy policy. If you request to add your Card to a Digital Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device (Compatible Device), and your use of the Card in accordance with our privacy policy.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A DIGITAL WALLET, OR A MOBILE DEVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF A CARD PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK.

If you use a Digital Wallet, you should protect your Digital Wallet and your Compatible Device as you would your Card. If your Digital Wallet or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your physical plastic Card is lost or stolen and your Compatible Device is not lost or stolen, you may be required to add the new physical plastic Card to a Digital Wallet. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Compatible Device. You are responsible for the Compatible Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Compatible Device. You authorize your wireless operator and/or us to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided in accordance with your mobile operator's or our privacy policy, to allow verification of your identity and for fraud prevention purposes.

Google Pay: This Agreement does not apply to transactions in Google products that are not initiated or effectuated through the Digital Wallet. Your use of Google Pay is also subject to the terms and conditions

set forth in the Google Pay Terms of Service. We do not control or endorse the provisioning or use of Google Pay.

Apple Pay: For additional information and terms regarding the use of Apple Pay, click [here](#). We do not control or endorse the provisioning or use of Apple Pay.

Samsung Pay: Your use of Samsung Pay is also subject to the terms and conditions set forth in the Samsung Pay Terms and Conditions. We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

If you have any questions, disputes, or complaints about a Digital Wallet, contact the Digital Wallet Provider using the information given to you by the Digital Wallet Provider.

5. Promise to Pay.

You promise to pay us the amounts of all credit you obtain, which includes all purchases and other transactions made using your Card or posted to your Account. You also agree to pay us all the amounts of interest charges, fees and any other transactions charged to your Account. This includes amounts where you did not sign a purchase slip or other document for the transaction. If your Account is a joint account, you and your joint account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you and any joint account holder are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness and/or the terms of this Agreement.

6. Authorizations

We do not guarantee approval of transactions. We reserve the right to deny transactions for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. We also may limit the number of authorizations we allow during a period of time. When you use your Card or Account to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take several days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a “pay at the pump” gas station even though you have sufficient funds available, you should pay for the purchase inside with the cashier. If you give your Card information to a merchant to bill your Account for recurring payments, or to keep it on file for future purchases or payments, and your Card number, expiration date, or security code changes, you should notify the merchant with your new Card information.

7. Disputed Transactions

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in “Billing Rights” below. If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed

transaction, you give us all of your rights against others regarding that transaction, and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

8. Credit Limits

Your Card allows you to pay your Account balance in full each month or pay a portion of your Account balance over time. Your Credit Limit will be disclosed in the document that accompanies your Card and on your Statements. We may give you different Credit Limits for the different portions of your Account. For example, you may have one Credit Limit for purchases and a different one for cash advances. You are responsible for keeping track of your balances and your available credit for each transaction type (e.g., purchases etc.). We will not disclose your non-revolving Credit Limit (i.e., the amount of credit we may provide you, in our sole discretion, over your Credit Limit); rather, we will evaluate each charge that causes your Account balance to exceed your revolving Credit Limit based on a variety of factors, including your Account spending and history, your experience with us and other creditors and information we obtain from credit bureaus. Subject to applicable law, we may refuse to authorize or accept any transaction on your Account or Card at any time as described in this Agreement. We may also from time to time and in our sole discretion change your Credit Limit; reduce your Credit Limit to \$0 and close your Account; limit the number or amount of transactions on your Account based on an evaluation of various factors; or refuse or limit your access to your non-revolving Credit Limit. We will promptly notify you in the event we decide to reduce your Credit Limit. You agree not to exceed your Credit Limit unless authorized by us. We can require that you immediately pay us any amount in excess of your Credit Limit. You are liable for the entire outstanding balance on your Account, even if it exceeds your Credit Limit. If we honor your request for a transaction that will cause you to exceed your Credit Limit (without increasing your total Credit Limit), all the provisions of this Agreement will apply to that excess, you will be charged finance charges on the excess, and you must pay the entire excess to us on demand. Although we may post payments as of the date we receive them, your Credit Limit may not be restored for up to seven (7) days after we receive your payment.

9. Foreign Transactions

A foreign transaction is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a foreign transaction, you will be assessed the foreign transaction fee. If a transaction is made in a foreign currency, the transaction will be converted by Mastercard into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

10. Interest and Fees

Interest Charges. When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous Billing Cycles. Interest charges will continue to accrue on every unpaid amount until it is paid in full, and interest charges accrue even though you have paid the full amount of any New Balance because we include any accrued but unpaid interest in the calculation of each balance subject to interest rate. This means you may owe interest charges even if you pay the entire New Balance one month, but did not do so for the previous month. Unpaid interest charges are added to the applicable transaction type (e.g., purchase) of your Account. However, we reserve the right to not assess finance charges at any time. We will not charge you any interest on purchases if you always pay your entire New

Balance by the Payment Due Date. We will begin accruing interest on balance transfers and cash advances on the transaction date.

Calculating Interest Charges: We impose interest on your Account using the average daily balance method (including new transactions). To calculate interest we first calculate a separate daily balance for each transaction type (e.g., purchases). To calculate the daily balance, we start with the balance at the end of the previous day, which includes any unpaid interest charges on that balance (known as compounding of interest). We add any new transactions, interest, or fees and subtract any new credits or payments allocated to that balance, and make other adjustments. We treat a daily balance less than zero as a zero balance. For each balance for each transaction type, we add up all the daily balances and divide them by the number of days in the Billing Cycle. This gives us the “average daily balance” for the balance for the transaction type. To calculate the total interest for each balance type, we then multiply the average daily balance by its daily periodic rate and the number of days in the Billing Cycle. The daily periodic rate equals the APR divided by 365 (366 if a leap year). You authorize us to round interest charges to the nearest cent. We may use mathematical formulas that produce equivalent results to calculate the balance subject to interest charges and related amounts. The total interest charge for a Billing Cycle is the sum of the interest charges for purchases, balance transfers and cash advances. To compute the periodic rate portion of interest charges for your current Billing Cycle, we multiply the average daily balance of each type of your transactions in the current Billing Cycle by the applicable daily periodic rates for that cycle.

We add transactions and fees to your daily balance no earlier than the date of the transaction; however, fees may be added on the date of a related transaction, the date they are posted to your Account, or the last day of the Billing Cycle, whichever we may choose.

Introductory Purchase, Balance Transfer and Promotional APR Offers. At our discretion, we may offer you an introductory or promotional APR for all or a part of your transactions. For example, we may offer you a promotional APR to encourage specific transactions, such as transferring balances from accounts you have with others, or an introductory APR for purchases when you open an Account. The period of time for which the introductory or promotional APR applies may be limited. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. If applicable, we will disclose information regarding any introductory or promotional APRs and the period of time during which they are in effect in the document that accompanies your Card or in materials we send you about the offer after you obtain your Card. If (i) we receive a Minimum Payment Due after its Payment Due Date; or (ii) (A) an electronic payment order that you have used for payment on your Account has been returned to us unpaid for any reason, (B) we must return a check or other instrument because it is not signed or is otherwise incomplete, or (C) a convenience check used to access your Account is not honored for any reason, we may adjust the APR to the purchase APR then in effect as applicable.

Fees. The following fees apply to your Account. The application and payment of a fee will not correct the situation which caused the fee to be charged.

Annual Fee. We do not charge an annual fee for obtaining or using the Zolve Credit Card.

Foreign Currency Conversion Fee. If you make a transaction in a foreign currency, Mastercard will convert it into a U.S. dollar amount. We charge 3% foreign transaction fees for each foreign transaction undertaken. All foreign transaction fees assessed by Mastercard or any other thirdparty will be posted to your Account.

Late Fee. We will assess a Late Fee, if you do not pay the Minimum Payment Due by the Payment Due Date. The fee is \$20, if you were not charged a Late Fee during any of the prior six billing

periods. Otherwise, the fee is \$40. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.

Returned Payment Fee. If you make a payment that is not honored by your financial institution, we will charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is \$29 if you were not charged a Returned Payment Fee during any of the prior six billing periods. Otherwise, the fee is \$40. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us.

Cash Advance Fee. Not Applicable

Balance Transfer Fee. Not Applicable.

11. Statement

We will generally send or make available to you one Statement for your Account at the end of each Billing Cycle. However, under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so. We send only one Statement for all Cards with your Account number. If there are two or more of you, you agree that all Statements and notices regarding the Account may be sent solely to the email shown on our billing records. The Statement will show the total amount that you owe us at the end of the current billing period, including any interest charges, fees, debt cancellation (if applicable), the Minimum Payment Due, and the Payment Due Date (which date is at least 21 days from the monthly statement closing date). Each Statement covers a Billing Cycle. Please review each Statement carefully. You must notify us promptly of any change in your name, residence or billing address by emailing us at hello@zolve.com or contacting us through the Zolve Platform. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below. We will not send your Account Statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by applicable law. The "closing date" is the last day of the Billing Cycle. All transactions received after the closing date will appear on your next Statement.

12. Payment on Your Account

Your payment is due on or before the Payment Due Date shown on your Statement. You must pay at least the Minimum Payment, which is the greater of (a) \$25 (or the total amount you owe if less than \$25); or (b) the sum of (1) 1% of the New Balance on your Statement (rounded upward to the nearest dollar), the periodic finance charges, and late fees we have billed you on the Statement for which your Minimum Payment is calculated, (2) any amounts that are past due, (3) the portion of your balance that exceeds your Credit Limit, (4) any late fees that have been previously billed, and (5) any applicable rewards participation fee then due. Notwithstanding the previous sentence, if your New Balance is less than \$25, you must pay us the total New Balance.

In addition, you may pay any part or all of the total balance of your Account at any time without incurring any prepayment charge. You may pay without penalty any portion of the entire New Balance or more than your Minimum Payment before the Payment Due Date. You understand that by making a prepayment, the total amount you owe us will be reduced but that you must pay the Minimum Payment in successive Billing Cycles as reflected in your Statement. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts. We will continue to charge finance charges as set forth in this Agreement

during Billing Cycles when you carry a balance regardless of whether your Statement includes a Minimum Payment that is due.

Returns and other credits to your Account will reduce your Account balance. Payments must conform to the requirements set out on that monthly Statement, and these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment. If your Account is at least 90 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

13. Payment Application and Instructions

Subject to applicable law, we decide how to apply your payment, up to the Minimum Payment due, to the balances on your Account. When you make a payment, generally, we first apply your payment to the Minimum Payment on your monthly statement. Any payment above your Minimum Payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your New Balance, as shown on your Statement, in full each month, you may not be able to avoid interest charges on new purchases. We apply payments to balances as they appear on your monthly statement before being applied to new transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the New Balance as shown on your Statement.

All payments must be made in U.S. dollars drawn on funds on deposit in the United States. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payments on your Account should be through the Zolve app or through your externally connected account via ACH as a one-time payment or by setting up automatic payments. You agree not to mail us cash. You agree that we may accept any such payment, late payments, partial payments, and payments marked "paid in full", "without recourse", or otherwise restrictively endorsed without waiving our right to payment in full of your entire Account balance. We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services before you use them. You do not have to use these other payment services. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues. We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new charges. You may email to hello@zolve.com or call the number on the back of your Card to request a refund of any available credit balance.

14. No Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. You may not permit any other person to access your Account nor may you otherwise permit another person to have access to your Account or Card ("Authorized User"). Without limiting the foregoing, if you permit another person to have access to the Card or Card Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to applicable law and any billing or error resolution rights you may have under this Agreement. You are responsible for all authorized transactions initiated and fees incurred by use of the Card. For the avoidance of doubt, you must pay us for all charges made by any person who you grant access to your Card or Account, including charges for which you may

not have intended to be responsible. In addition, you must pay us all fees that may become due under the terms of this Agreement in connection with such charges or any actions or omissions of any person who you grant access to your Card or Account to. If you wish to remove an Authorized User from your Account you must contact us either by telephone or in writing. You will still be responsible for payment of all purchases, cash advances, interest charges and fees incurred or obtained by the authorized user.

15. Credit Reports

We will report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you wish to know the names of the agencies we have contacted, email us at hello@zolve.com. We may also respond to inquiries about our credit experiences with you as permitted by law. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in email to hello@zolve.com or through the Zolve Platform. When you write, tell us the specific information you believe is incorrect and why you believe it is incorrect. We may obtain and use credit, income and other information about you from credit bureaus and others. You authorize the Bank to investigate your credit standing when opening or reviewing your Account. You authorize the Bank to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. We may also obtain follow-up credit reports on you (for example, when we review your Account for a credit line increase). You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your credit worthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account.

16. Rewards

The Account may provide you with the opportunity to earn rewards. If it does, Zolve will provide you such information and terms related to your rewards separately and you must agree to such terms prior to enrolling in any rewards program.

17. Account Default and Suspension and Termination

- a. Account Default. If you are in default, we can charge you fees and interest charges as set forth herein, continue to charge such fees and interest charges, lower your Credit Limit, file a lawsuit against you or pursue another action not prohibited by law, declare the entire balance of your Account due and payable at once without notice or demand, suspend, restrict or cancel your Card and Account and/or terminate this Agreement without liability. You are in default if: (1) you fail to make a required payment when due or before the payment due date; (2) we determine you made a false or misleading statement to us, or otherwise attempted to defraud us; (3) if you die or become legally incompetent; (4) are subject to a bankruptcy or insolvency proceeding; (5) any payment you make is rejected, not paid or cannot be processed; (6) you exceed your Credit Limit; (7) you permanently reside outside of the U.S. including usage of card is outside US for a period of 180 consecutive days ; (8) you fail to comply with any term of this Agreement; (9) We reasonably believe you will not pay amounts owed to us for any reason; (10) You request an excessive number of replacement Cards; or (11) Any judgment,

- lien, attachment or execution is issued against you or your property. After your default or your death, and subject to the limitations of applicable law, we may at our option: (a) close your Account and declare the entire unpaid balance on your Account immediately due and payable, (b) Deny use of your Account; (c) Demand the return of your Card(s); (d) Increase your minimum payment (e) initiate collection activity (f) not replace your card: (g) reduce your credit limit (h) require you to surrender the products purchased with any outstanding loans from your Account, and/or (i) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us (i) in collecting all amounts due on your Account, whether or not suit is brought against you, and (ii) in protecting ourselves from any harm that we may suffer as a result of your default. We may close Accounts based not on your actions or inactions, but on our business needs.
- b. Suspension and Termination. We may, at any time and for any reason, suspend or close your Account or otherwise terminate your right to use your Account. You may close your Account at any time by notifying us in email to hello@zolve.com or contact us through the Zolve Platform. Your obligations under this Agreement continue even after the Account is closed. You must destroy all Cards or other credit devices on the Account when the Account is closed. When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as any subscription services. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.
- c. Account Non-Use, Inactivity and/or Closure. In connection with the initial opening of your Account (but not in connection with renewing the Account or replacing Cards that have been used for transactions to the Account), if you have not made a payment, and either: (1) you do not activate your Card, or (2) you activate your Card but do not use your Account for a purchase or cash advance, we may unilaterally close your Account and terminate your right to use the Card or obtain credit, subject to any limitations under Applicable Law. If we close the Account in accordance with this paragraph, all Fees posted to your Account will be reversed. For the purpose of this Agreement, inactive account shall mean an account wherein no transaction (debit or credit) reflect on the Billing Statement for a continued period of 30 consecutive days.

18. Security; Lost or Stolen Card; and Unauthorized Use

You must take reasonable steps to prevent the unauthorized use of your Card and Account. We may give you a Personal Identification Number ("PIN") and may require you provide the PIN prior to using your Card. Keep your PIN secure and do not write it down or give it to anyone. We reserve the right to request you take specific steps to limit access to or prevent unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, comply with any card activation procedures as may be prescribed by us. If a Card is lost or stolen or if you believe someone else may be using your Card or Account without your permission or otherwise knows your PIN, you must tell us at once. You must email to hello@zolve.com or contact us through the Zolve Platform.

19. No Warranty Regarding Merchant Goods or Services.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card beyond your rights described in the Billing Rights below.

20. Selling Your Account and Sharing Information

We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any person or entity, including our Servicer. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred, and shall have the right to, without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any other person or entity. Without limiting the generality of the foregoing, you acknowledge and agree that, in the event servicer acquires, purchases or receives your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement, Servicer may sell, transfer or assign such Account, amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any third party, including its affiliates. We will also share with any prospective purchaser of this Agreement, Account, any amounts due on your Account or our rights or obligations under your Account or this Agreement all personal information you may provide us or that we collect in connection with the Card or Account. You authorize us to share such information about you or your Account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our [Privacy Notice](#).

21. Change in Terms

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. We will provide notice only to the extent required by applicable federal law or the laws of the State of Utah that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. If you use your Card after the effective date of any change, you will be considered to have agreed to the new terms even if you have sent us such written notice. We may replace your card with another card at any time.

22. Servicer

The Servicer services parts of your Card and Account, including, but not limited to, Account and/or Card management through Servicer's website or mobile application and customer service relating to any rewards offered in connection with your Card or Account. In this capacity, Servicer may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Servicer any information you provide to us in connection with your Account or Card or any information we collect in connection with your Account or Card in order for Servicer to provide you with products and/or services in connection with your Account and/or Card.

23. Arbitration

This Arbitration provision does not apply to you if, as of the date of this Agreement, you are a member of the Armed Forces or a dependent of such member entitled to protection under the Federal Military Lending Act. Subject to the preceding sentence, the following Arbitration provisions will apply:

- a. General. Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) participate in a class action in court or in arbitration, either as a class representative or a class member; (3) act as a private attorney general in court or in arbitration;

or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

- b. Definitions: The following definitions apply to this Arbitration provision, even if terms defined in this Arbitration provision are defined differently elsewhere in this Agreement: (1) “We,” “us” and “our” mean Continental Bank or any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors; (2) “You,” “your” and “yours” include each and every cardholder, you and/or Authorized User; (3) “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 800-778-7879 or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection below, captioned “No Class Actions” (the “Class Action Waiver”); (4) “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Account, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection below under the caption “Survival, Severability, Primacy” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (i) any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) the exercising of any selfhelp rights by you or us; or (iii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration provision.
- c. Starting or Demanding Arbitration: To start an arbitration, the party asserting the Claim (the “Claimant”) must commence the arbitration in accordance with the Administrator’s rules. To require arbitration of a Claim, the party defending the Claim (the “Defending Party”) must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim shall be resolved by arbitration under this Arbitration provision and the applicable rules of the Administrator then in effect.

- d. No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.
- e. Location and Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent

we are required to pay such fees and charges by law or the Administrator's rules or in order to make this Arbitration provision enforceable.

- f. Arbitrator Selection and Discovery: The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.
- g. Effect of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. If permitted by the Administrator's rules, for Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection above, captioned "Location and Costs."
- h. Governing Law: This Agreement governs transactions involving interstate commerce and accordingly this Arbitration provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of

the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration provision and the Administrator's rules.

- i. **Survival, Severability, Primacy:** This Arbitration provision shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration provision and the Administrator's rules or other provisions of this Agreement, this Arbitration provision will govern. If any portion of this Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration provision 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.
- j. **Amendment:** Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration provision in its entirety.
- k. **Notice and Cure:** Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records or by electronic mail to the email address for you maintained in our records. Any collection letter we send to this email or address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by email at hello@zolve.com or notify us through the Zolve Platform. Any Claim Notice you send must provide your Account Number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Upon receipt of a Claim Notice, we will credit your Account for the standard cost of a certified letter.
- l. **Special Payment:** If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection captioned "Notice and Cure" (including the timing requirements thereof); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

24. Governing Law

This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Utah (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and reserved under this Agreement will be governed by such laws. We extend credit pursuant to Section 25-5-4 and Title 70C

of the Utah Code. You agree that this extension of credit is made, executed and delivered in Utah and that we make all credit decisions, open all accounts and issue all proceeds from, impose all fees and charges in, and receive all payments in our offices in Utah . To the extent not preempted by federal law or subject to Utah law, for purposes of state law compliance, we have elected Utah code 15-1-1, et seq.

Waiver; Entire Agreement; and Severability.

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. Without limiting the generality of this section, we may waive finance charges or fees that we may charge you without notifying you and without losing our right to charge them in the future. This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any of the provisions of this Agreement are held to be unenforceable or invalid for any reason, the remaining provisions hereof shall nevertheless remain enforceable, and shall be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law.

25. State Notices

All Accounts, including California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

California Residents: The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

Wisconsin Residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

New York, Rhode Island and Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services - (800) 342-3736 or <https://www.dfs.ny.gov/>.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Billing Rights

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's an error on your Statement, write to us at:

Zolve Innovations Inc,
101 Eisenhower Parkway, suite 300
Roseland, NJ 07068

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 three 3 business days before the automated payment is scheduled, if you want stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call or email 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 charges 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 Card Purchase:

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:

Zolve Innovations Inc
101 Eisenhower Parkway, suite 300
Roseland, NJ 07068

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.

