

Cardholder Agreement

Rates and Fees Table

Interest Rates and Finance Charges	
Annual Percentage Rate (APR) for Purchases	19.50% to 35.50% This APR will vary with the market based on 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	Your due date is at least 25 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.
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	None
Transaction Fees • Foreign Transaction Fee	3% of each transaction in U.S. dollars.
Penalty Fees • Late Payment • Returned Payment • Over-the-Limit Fee	Up to \$40 Up to \$40 None

How We Will Calculate Your Balance: We use a method called “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.

Fee for Making Payments	
Retail Cash Payment (via Green Dot)	Up to \$4.95

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 (or if such day is not a Business Day, the following Business Day). If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

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 first day of the Billing Cycle that begins in the calendar month that immediately follows the publication of the changed Prime Rate.

Purchase APR – The Daily Periodic Rate and corresponding APR is determined by adding the Prime Rate to a margin rate of 12% to 28%. However, we do not charge interest more than 36%. For APR of 19.50% to 35.50%, daily periodic rate is 0.05342% to 0.09726%.

Cash Advances are not available on this account.

Balance Transfers are not available on this account.

Avoiding Paying Finance Charges. If you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on New Purchases. New Purchases are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next Billing Cycle.

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, the “Arbitration Provision,” herein does not apply to you. In addition, (i) any waiver of right to legal recourse under any state or federal law, and (ii) 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”.

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 The Continental Bank. We have agreed to lend you money as described in this Agreement, and you agree to pay us back together with finance charges and fees. You do not have to accept 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. Please read it in its entirety and keep it for your records.

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

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 CONTAINS AN ARBITRATION PROVISION AND JURY TRIAL AND CLASS ACTION WAIVERS. YOU AGREE TO THE TERMS OF THE ARBITRATION PROVISION AND JURY TRIAL AND CLASS ACTION WAIVERS BELOW, UNLESS YOU ARE A COVERED BORROWER

UNDER THE MILITARY LENDING ACT OR YOU PROPERLY REJECT THE ARBITRATION PROVISION PURSUANT TO THE TERMS SET FORTH IN THIS AGREEMENT. YOU AND WE AGREE TO ARBITRATE ALL DISPUTES BETWEEN US, WITH LIMITED EXCEPTIONS.

1. Definitions.

“APR” means annual percentage rate.

“Balance transfer” means a balance transferred from another creditor to your Account . A balance transfer does not include a transaction that is otherwise a cash advance. 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 permitted with your Card. We do not offer cash advances for this product currently.

“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 25 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 (available on <https://zolve.com/>)

“Purchase” or “purchase” means the use of your Account or Card to buy or lease goods or services and any other transactions we may permit from time to time. 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 a periodic statement covering a Billing Cycle .

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

“You” and “your” mean each and all of the persons who are contractually liable under this Agreement.

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 120 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. Within 180 days of the Account activation, we will restrict or close your Account if we cannot verify your U.S. mailing address proof information, or if you do not provide it as requested.
- 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. You agree that we, our affiliates, and agents, including service providers (“Authorized Parties”) may contact you, including calls, text message, or email, about any current or future accounts or applications, with respect to all products you have with us at any phone number or email (i) you have provided to us, (ii) from which you contacted us, or (iii) which we obtained and believe we can reach you at, even if your phone provider may charge you message and data rates for calls or texts. You agree that the Authorized Parties may record or monitor any calls between you and the Authorized Parties. You agree to notify us if you change or discontinue using any phone number you provide. You agree that the Authorized Parties may contact you using an automatic dialer or pre-recorded voice message. If you no longer wish to be contacted on your cell phone by an automated dialer or pre-recorded voice message, you must provide us written notice cancelling your consent at this address: Zolve Innovations Inc, 101 Eisenhower Parkway, suite 300, Roseland, NJ 07068 The written notice must include: your name, mailing address, the last four digits of your Account number, and the specific cell phone number(s) for which you would like to cancel your consent to be contacted by an automated dialer or pre-recorded voice message.

3. Use of Your Account

You may use your Account for purchases . 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 or to engage in internet gambling, but you 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 the merchant with whom you are transacting with may be involved in any 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. Promise to Pay.

You promise to pay us the amounts of all credit you obtain, which includes all 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 charges to your Account, under this Agreement. 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.

5. 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. 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.

6. 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, subject to applicable law. 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.

7. Credit Limits

We assign a credit limit to your Account. 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. You are responsible for managing your Account to remain below your credit limit. 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; or limit the number or amount of transactions on your Account based on an evaluation of various factors. We will promptly notify you in the event we decide to reduce your credit limit. You agree not to exceed your credit limit. 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.

8. Conversion of Transactions in a Foreign Currency

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.

9. 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, if offered, on the transaction date.

Daily Balance Method. We calculate interest on your Account using the daily balance method (including new transactions). We do this separately for each transaction category that is subject to different terms. For each category, we calculate a daily balance each day of the Billing Cycle. To calculate the “daily balance” for a transaction category we start with the beginning balance. For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance. Each day, to the beginning balance we add any interest charge from the prior day (this results in compounding of interest), and add any new transactions or other debits in that category (this may include Annual Fees, transaction fees, Penalty Fees, or any other fees). We subtract any applicable new payments or credits

and make other adjustments. We treat a daily balance less than zero as a zero balance. (This means we do not pay interest to you if you have a credit balance.) We add transactions to your daily balance no earlier than the date of the transaction. We add fees to your daily balance either 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.

Calculating Interest Charges: To calculate the interest charges on your Account, for each transaction type, for each day in the Billing Cycle, we multiply the daily balance by the daily interest rate. (The daily interest rate is the applicable APR divided by 365 or 366 if a leap year.) The sum of the interest charges for each day in the Billing Cycle for each transaction type equals the total interest charge for the Billing Cycle. You authorize us to round interest charges to the nearest cent. We may use mathematical formulas that produce substantially equivalent results to calculate the balance subject to interest charges and related amounts.

Balance Subject to Interest Rate: For each transaction type, your billing statement shows the average of the daily balances as the "Balance Subject to Interest Rate." To determine the average of the daily balances for a transaction type, we add up all the daily balances for the Billing Cycle and divide by the number of days in the Billing Cycle. You may calculate the interest on a transaction type by multiplying its average daily balance by its daily periodic rate and by the number of days in the Billing Cycle.

Introductory Purchase 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 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 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.

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.

Returned Payment Fee: If a payment you make cannot be processed or is returned unpaid when we present it to your bank, we charge a returned payment fee of up to \$40. We may charge this fee even if the payment is honored on representment. This fee will not exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us.

Annual Fee: We charge zero annual fee for obtaining or using the Zolve Credit Card.

Foreign Currency Conversion Fee: We charge 3% foreign transaction fees for each foreign transaction undertaken. The fee is imposed on the U.S. dollar amount of the transaction. 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.

Late Payment: We will assess a Late Fee, if you do not pay the Minimum Payment Due by the Payment Due Date. The fee is up to \$40. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.

10. 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 address shown on our billing records. 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 mobile application. 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.

11. 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 (b) the sum of (1) 1% of the New Balance on your Statement (rounded upward to the nearest dollar), plus 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) at our discretion, any portion of your balance that exceeds your Credit Limit, and (4) 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 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, subject to applicable law, 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.

12. 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. We apply credits to the balances on your account at our discretion.

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.

13. 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 or anyone they authorized. 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, or any person they authorize, 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.

14. 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 mobile application. 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, servicing, or reviewing your Account, or servicing or review of your Account, collection and any other use permitted by law, including to consider you for other products and services. 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.

15. 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.

16. 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 by 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.; (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 on our business needs, rather than on your actions or inactions.

- 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, provided that in order to close your Account you must pay the entire balance on your Account. 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.

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

Please 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 to 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.

18. 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.

19. 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 (Available on <https://zolve.com/>)

20. 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 advance written notice and an opportunity to reject 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.

21. 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.

22. Class Action Waiver,

Unless you are a "Covered Borrower" as defined by the Military Lending Act (codified 10 U.S.C. 987) (the "MLA"), and subject to applicable law and the Jury Trial Waiver and Dispute Resolution by Arbitration provision of this Agreement set forth below, you and we both waive any right to assert any claims against the other party as a representative or member in any class or representative action.

23. Jury Trial Waiver and Dispute Resolution by Arbitration

The following Arbitration Provision of this Agreement applies to the resolution of disputes arising out of this Agreement:

<u>Background and Scope</u>		
What is arbitration?	An alternative to court	In arbitration, a third party (“Arbitrator”) solves Disputes (as described below) in a hearing (“hearing”). You, related third parties, and we, therefore waive the right to go to court except as set forth in this Arbitration Provision and all of such “parties” waive the right to have jury trials.
Is it different from court and jury trials?	Yes	You and we agree to waive our right to a jury trial and instead elect to resolve disputes through arbitration. The hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, The decision is final and court review of an arbitration award is limited.
Who does this Arbitration Provision cover?	You, Us, and Others	This Arbitration Provision governs you, us, our heirs, successors, assigns, and related third parties related to any Dispute.
Which Disputes are covered? Applicability of the Arbitration Provision	All Disputes	This Arbitration Provision governs all “Disputes” involving the parties except (1) claims that qualify and remain in small claims court; and (2) you and we may seek equitable relief in court for infringement or other misuse of intellectual property rights. For purposes of this arbitration provision, “Disputes” include any current or future dispute related to your Account(s), this Agreement, or any associated relationship, excluding the validity of the Arbitration provision. Disputes include disputes with third parties connected to your Account. Disputes also cover claims indirectly related to your Account such as claims related to your application or information you previously gave us; claims related to all past agreements; claims related to extensions, renewals, or payment plans on any credit we arrange; claims related to marketing, collections, privacy, and customer information; and claims related to setting aside this Arbitration Provision.
Must parties try to resolve claims informally first? Informal Dispute Resolution	Yes	You and we therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Provision (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you also agree to participate in the conference. The party initiating a Dispute must give notice to the other party of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within forty-five (45) days after

		the other party receives such Notice, unless an extension is mutually agreed upon by the parties in writing. Notice may be given by mailing us at the address: 101 Eisenhower Parkway, suite 300, Roseland, NJ 07068 and must include: (1) your name, telephone number, mailing address, (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a brief description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Provision shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.
Are you waiving class action rights? Class Action Waiver	Yes	You and we agree that except as specified in the batch arbitration process, each of us may only bring claims on an individual basis and not on a class, representative or collective basis. Parties waive all rights to have disputes resolved or arbitrated on a class, collective, or representative basis or private attorney general claims. Only individual relief is available, and disputes of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user except as contemplated in Batch Arbitration.
What law applies? Rules	The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq.	This transaction involves interstate commerce, so the FAA governs. If a court finds the FAA doesn't apply, and the finding can't be appealed, then your state's law governs. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must follow statutes of limitation and privilege claims.
How should you contact us?	By mail	Send mail to: 101 Eisenhower Parkway, suite 300, Roseland, NJ 07068 You can use certified mail or a courier service like FedEx, UPS or DHL to confirm receipt.

What kinds of issues does the Arbitrator decide? Authority of the Arbitrator	All Disputes with limited exceptions	The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision, except for the following: (1) all Disputes arising out of or relating to the class action waiver shall be decided by a court of competent jurisdiction and not by an arbitrator (2) except as expressly contemplated in the batch arbitration provision, all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about a condition precedent to arbitration, such as the informal dispute resolution conference, shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Provision applies shall be decided only by a court of competent jurisdiction and not by an arbitrator.
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<u>Process</u>		
How does arbitration start?	By mailing a notice	Either party may mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If you mail the demand, you may choose the arbitration group, or your demand may state that you want the parties to choose a local Arbitrator. If related third parties or we mail the demand, you must respond in 20 days. Your response must choose an arbitration group or propose a local Arbitrator. If it doesn't, we may choose the group.
Who arbitrates?	AAA, unless otherwise agreed upon	The arbitration will be conducted by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org , 800-778-7879 , an established alternative dispute resolution provider, under its rules. If AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The relevant fees and costs will be determined by AAA rules.
Will the hearing be held nearby?	Yes	The Arbitrator will order the hearing within 30 miles (or closer if applicable state law requires) of your home or where the transaction occurred unless the arbitration is subject to Batch Arbitration described below.
What about appeals?	Appeals are limited	The Arbitrator's decision will be final. A party may file the Arbitrator's award with the proper court. Arbitration will solve appeals of a small-claims court judgment. A party may appeal under the FAA. If the amount in controversy exceeds

		\$10,000.00, a party may appeal the Arbitrator's finding. Such appeal will be to a three Arbitrator panel from the same arbitration group. The appeal will be de novo and solved by majority vote. The appealing party bears appeal costs, despite the outcome.
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<u>Arbitration Fees and Awards</u>		
Who is responsible for Arbitration Fees?	Each party will bear their own costs	Each party is responsible for bearing their own filing fees and arbitration costs.
Are damages and attorney fees possible?	Yes, if allowed by law	The Arbitrator may award the same damages as a court. Arbitrator may award reasonable attorney fees, and expenses, if allowed by law.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

<u>Other Options and Exemptions</u>		
Can you opt-out of this Arbitration Provision?	Yes - within 30 days	Write us within 30 calendar days of signing this Agreement to opt-out of the Arbitration Provision for this Agreement. List your name, address, account number and date. Tell us that you "opt-out." If you opt-out of this Arbitration Provision, it will only apply to this Agreement. It will have no effect on any other arbitration agreements that you may currently have or may have in the future.
Are Active-Duty Military Members and their Dependents (aka "Covered Borrowers") subject to this Jury Trial Waiver and Arbitration Provision?	No	Covered Borrowers, as defined by 32 C.F.R. § 232.3(g) of the federal Military Lending Act, are excluded from this Arbitration Provision and its Opt-Out Provisions.
If any part of the provision is found unenforceable, can the rest of the arbitration agreement apply?	Yes – with limited exception	If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, subject to three exceptions: (i) if the class action waiver is found unenforceable then the entire agreement shall be invalid; (ii) if the batch arbitration provision is found invalid or unenforceable, then the entire agreement shall be of no force and effect; and (iii) if a court determines that a public injunctive relief Claim may proceed notwithstanding the class action waiver and prohibition against class arbitration, and that determination is not reversed on appeal, then the public injunctive relief claim or request for relief (and only that claim) will be decided by a court; any individual claims will be arbitrated, and the parties will ask the court to stay the public

		injunctive relief claim until the other claims have been finally concluded.
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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 Sections 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.

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.