

REVOLVING CREDIT AGREEMENT
(NY Residents: RETAIL INSTALMENT CREDIT AGREEMENT)

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.

SUMMARY OF CREDIT TERMS	
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	26.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest if you pay your entire balance by the due date each month.
Fees	
Penalty Fees	
- Late Payment - Returned Check	\$15.00 \$20.00

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Agreement below.
How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Margins and Periodic Rates with Corresponding APRs:

	Margin	Monthly Periodic Rate
Purchase Rate	23.74%	2.24917% (corresponding APR of 26.99%)

Variable Rate: Your APRs will vary with the market based on the Prime Rate. The Prime Rate is the highest bank prime loan rate as published by the Wall Street Journal in its Money Rates Section on the 25th day of the calendar month preceding the first day of the billing period. To calculate the Annual Percentage Rate, we take the Prime Rate and add the Margin stated above. If the Periodic Rate and corresponding Annual Percentage Rate increase, your interest charges will increase and your minimum payment may be greater.

- 1. Definitions:** In this Revolving Credit Agreement ("Agreement"), the word "Account" refers to the account established by Cross River Bank, Teaneck, NJ ("Bank") that is the subject of this Agreement. The words "you" and "your" refer to each individual who signs the Application for the Account, and who, either on his own or her own or with another individual is authorized to use the Account. The words "we", "us" and "our" refer to Bank, and any person to whom an outstanding balance under this Agreement is transferred, assigned or pledged.
- 2. Promise to Pay:** In return for extending credit to you on this Account from time to time, you agree to pay for all purchases you charge on this Account, and all other charges mentioned in this Agreement, including the Summary of Credit Terms above, according to the terms of this Agreement. When you sign the Application for this Account, you will be agreeing to everything written here. Therefore, before you sign the Application, you should read this entire Agreement, which includes the disclosures required by applicable federal or state law. The information you provide on the Application that identifies you is incorporated in this Agreement by reference. This Agreement will not be effective until we approve your Application, and then, after that, only if you or someone authorized by you signs an Invoice or otherwise charges a purchase to this Account (in NY, the first date that you sign a sales slip or memorandum).
- 3. Using Your Account:** You may charge purchases to your Account (up to your credit limit.) for up to 90 days from the date your account is approved. Thereafter, you must apply for additional credit. You may make payments on your Account at any time without penalty.
- 4. Grace Period/Cost of Credit:**
- A. Regular Terms:** Interest will be imposed at the Annual Percentage Rate shown on the Summary of Credit Terms above. However, if for any billing cycle, your Previous Balance is zero or is a credit balance, you will avoid paying Interest if we receive your payment on or before the due date shown on the statement for that cycle.
- B. 180 Days Same as Cash:** You may pay the original amount of a purchase in full within **180 days** from delivery date with no Interest. However, **you must make all scheduled minimum monthly payments due in full and on time.** If any required minimum monthly payment is not received by the due date shown on the statement, Interest will be applied to the purchase under the Regular Terms of Section 4.A.
- C. Method of Computing Finance Charge:** We figure the Interest charge on your Account by applying the above stated Monthly Periodic Rate to the "Average Daily Balance" of your Account. To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases, and subtract all payments or credits, all unpaid

- late payment fees, all returned check fees, and all unpaid Interest charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."
- 5. Minimum Monthly Payment:** The Minimum Monthly Payment is the greater of \$75, or 5% of the total amount of each unpaid invoice on the original date of an invoice, plus any non-interest costs or charges that accrued during a billing cycle. In the event you have multiple unpaid invoices, the Minimum Monthly Payment will be 5% of the original amount of all unpaid invoices, plus any non-interest costs or charges that accrued during a billing cycle, with a minimum of \$75.00.
- 6. Application of Payments:** If permitted by applicable law, we will apply the payments we receive from you in the following order: first, to the oldest past due Minimum Monthly Payment and late payment fees, then the next, etc.; second, to the current Minimum Monthly Payment; third, to the other unpaid fees and charges arising under this Agreement.
- 7. Default/Collection Costs:** Your account will be considered in default if (i) you fail to pay any minimum monthly payment when due; (ii) you file bankruptcy or insolvency proceedings; (iii) you become subject to attachment or garnishment proceedings; (iv) you give us any false information or signature; (v) you die; or (vi) you fail to comply with any portion of this Agreement. Subject to any right you may have under state law to receive notice of and to cure such default, if you default we may declare the entire unpaid balance on the Account due and payable. If the Account is referred to an attorney who is not our salaried employee and we bring suit against you to collect the amount you owe, in addition to the full amount owed, you agree to pay our reasonable attorneys' fees and collection costs as may be permitted by applicable law, and our court costs as may be awarded by the court.
- 8. Disputed Amounts:** We can accept late, postdated or partial payments without losing any of our rights under this Agreement. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All communications concerning disputed amounts, including any check or other payment instrument in any amount less than the full amount due that you send to us marked "paid in full", or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for customer service shown on the billing statement.**
- 9. Arbitration for Disputes-No Jury Trials or Class Actions:** This paragraph describes how all Claims (defined in 9.A. below) will be arbitrated instead of litigated in court.
- A.** "Claim" means all claims, disputes, and controversies between you and as arising from or relating to (1) this Agreement (including, but not limited to, the validity, scope, and enforceability of this Paragraph 9), your Account, or any balance in your Account and (2) any prior agreement you may have had with us relating to your Account or any balance in your Account. "Claim" has the broadest possible meaning. For example, and without limitation, "Claim" includes all claims, based on contract, tort, fraud, and other intentional torts, that arise under statute or common law from or are related to: (I) advertisements or promotions about your Account or Accounts generally, goods or services financed under your Account, and the terms of financing, (II) the Application for your Account, (III) the terms of or the disclosures in this Agreement, and (IV) the monthly statements for your Account. Paragraph 9 will apply to all other Claims, even if facts and circumstances giving rise to the Claim existed before we delivered this Agreement to you.
- B.** We or you have the right to require that each Claim be resolved by arbitration. A Claim will be arbitrated if (a) both we and you or (b) only one or the other of we or you, exercise the right to require that a Claim be arbitrated. If, for example, we exercise our right to require that a Claim be resolved by arbitration but you do not exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither we nor you request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. All arbitration will be pursuant to this Paragraph 9 and the American Arbitration Association ("AAA") Commercial Arbitration Rules (the "Rules") in effect when the Claim is made. We will substitute another nationally recognized arbitration organization using procedures similar to the Rules if AAA does not serve or if you ask that we do so. For the AAA Rules currently in effect, call AAA at 800-925-0155 or visit its website (<http://www.adr.org>).
- C.** If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) **there will be no jury trial on the Claim**, (2) no pre-arbitration discovery will be permitted except as the Rules permit, and (3) no Claim may be arbitrated on a class-action basis, and neither we nor you will have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. Generally, the arbitrator's decision will be final and binding. There are other rights that you would have if you went to court that also may not be available in arbitration. Neither you nor we waive the right to arbitrate by filing suit, as long as no final judgment has been rendered.
- D.** Claims by or against you may not be joined or consolidated in the arbitration with Claims by or against another person, or arbitrated on a class-action basis. Arbitration hearings for Claims by or against you will take place in the federal judicial district in which you reside. If you make a request to us in writing, we will temporarily advance to you the filing, administrative, and hearing fees for the arbitration of your Claim against us (but not if the Claim is against you) in excess of any filing fee you would have been required to pay to file the Claim in a state or federal court (whichever is less) in the judicial district in which you reside. At the end of the arbitration, the arbitrator will decide if you have to repay the advance (and if you do have to repay, you agree to do so). The Arbitrator may make other rulings regarding your and our payment of filing, administrative, and hearing fees as are required by law or as necessary to assure that this Paragraph 9 is enforceable. Unless unlawful, we will pay our, and you will pay your, lawyers', experts' and witness fees in all situations related to arbitration.
- E.** Paragraph 9 is governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with the FAA, will apply statutes of limitations and will honor all valid privilege claims. If the Rules and Paragraph 9 conflict, Paragraph 9 will govern. Judgment on the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision will be final and binding, except (1) for any appeal right under FAA or

- (2) if the arbitrator's award is more than \$ 100,000, you or we may appeal it to a three-arbitrator AAA (or other arbitration organization if one is substituted for AAA under subparagraph B) panel, which will decide the appeal by majority vote. The appealing party will pay the appeal costs.
- F.** If the class action preclusion provisions contained in subparagraph C are deemed by an arbitrator or by a court to be unenforceable, then the remainder of this Paragraph 9 shall be null and void. If any other parts of (this Paragraph 9 are deemed by an arbitrator or by a court to be unenforceable, then the remainder of this Paragraph 9 shall be enforceable.
- G.** You may choose to opt out of and not be subject to this arbitration provision but only by following the process set forth below. If you do not wish to be subject to this arbitration provision, then you must notify us in writing within forty-five (45) calendar days of the date of this Agreement at the following address: **GreenSky Credit Services 1797 Northeast Expressway, Suite 100 Atlanta, GA 30329 ATTENTION: OPT OUT.** Your written notice must include your name, address, social security number, and Account number, and a statement that you wish to opt out of this arbitration provision. Your notice to opt out will only apply to this particular Agreement with us and not to subsequent or previous agreements.
- 10. Returned Check Fee:** If any check sent to us in payment on your Account is returned to us unpaid by the bank, we may charge you a Returned Check Fee as provided in the Summary of Credit Terms above. You agree that we can add the Returned Check Fee to the balance due on your Account.
- 11. Late Payment Fee:** If your minimum monthly payment is not received by us within 10 days after it is due, we will impose a Late Payment Fee in the amount provided in your Summary of Credit Terms Above. You agree that we can add Late Payment Fees to the balance due on your Account.
- 12. Canceling or Limiting Your Credit; Authorization:** As permitted by applicable law, we have the right at any time to limit or terminate the use of your Account and raise or lower your credit limit without giving you notice in advance. Some purchases will require our prior authorization, in which case you may be asked to provide identification. If our authorizations system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if this happens. We are not responsible for the refusal of anyone to accept or honor an addition to this Account. In addition, even if you cancel the use of your Account, you are still responsible for any Account balances incurred by the authorized user that remain unpaid.
- 13. Voluntary Termination:** You will voluntarily terminate your account if two things happen: (1) You have paid off your account and it has a zero balance; and (2) You have not used any of your available credit on this account for 365 days after you have a zero balance. No action is required to terminate your Account under these circumstances.
- 14. Changes in this Agreement:** We may change any term of this Agreement, including rate of Interest. We will furnish you notice of the change to the extent, if any, required by law. If not prohibited by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as to any subsequent transactions.
- 15. Credit Investigation:** You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit or collection of the Account. Upon your request, we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus, and others who may properly receive such information. **Notice: We are required to tell you that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligations.**
- 16. Disputed Accuracy of Credit Report:** If you believe we have reported inaccurate information about you to a consumer reporting agency, please contact us at **GreenSky Credit Services, 1797 Northeast Expressway, Suite 100 Atlanta, GA 30329 ATTENTION: DISPUTES.** When you notify us, identify the information in question and tell us why you believe it is inaccurate. If you have a credit report that includes the information that you believe to be inaccurate, include a copy of that credit report.
- 17. No Waiver By Us:** You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Agreement without losing them. For example, and without limitation, you agree we may extend the time to make payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any charge or fee without losing our right to impose that charge or fee when it is due under this Agreement.
- 18. Telephone Monitoring/Recording:** In order to assure that you receive the best possible customer service and that our employees are complying with our policies and all applicable laws in their contacts with you, on occasion a second employee may listen to or record customer calls.
- 19. Change of Address and Governing Law:** You agree to notify us promptly in writing if you move. Until we receive written notice from you, or definitive proof of a new address, we will continue to send monthly statements and other notices to the address we have on file for this Account. **This Agreement and your Account are governed by the federal laws of the United States and, to the extent not preempted by federal law the laws of the State of New Jersey (without regard to its internal principles of conflict of laws), whether or not you live in New Jersey.** This Agreement is entered into between you and us in New Jersey and we extend credit to you from New Jersey.
- 20. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.
What To Do If You Find a Mistake on Your Statement
If you think there is an error on your statement, write to us at: **GreenSky Credit Services 1797 Northeast Expressway, Suite 100 Atlanta, GA 30329 ATTENTION: DISPUTES.**

In your letter, give us the following information:

- Account information:* Your name and account number.
- Dollar amount:* The dollar amount of the suspected error.

- Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us:
- Within 60 days after the error appeared on your statement.
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 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.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

21. State Law Notices

Finance charges will be imposed in amounts or at rates not in excess of those permitted by law on the outstanding balances from month to month.

Interest is compounded on unpaid finance charges on Purchases.

MARYLAND RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

RHODE ISLAND RESIDENTS: This is a **NONNEGOTIABLE CONSUMER NOTE**.

WISCONSIN RESIDENTS: We will not charge you attorneys' fees, court costs, or other collection costs incurred as a result of your default.

MARRIED WISCONSIN RESIDENTS: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 66.70 will adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

NOTICE TO THE BUYER:

- DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
- YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT.**
- YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.**

NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT

Borrower's Signature: Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.