

Name: [insert]
Application ID: [insert]
Property Address: [insert]
Date: [insert]

TROVY HELOC CARDHOLDER AGREEMENT

This Trovy HELOC Cardholder Agreement (“**Agreement**”) is between you (“**you**” “**your**”) and Cross River Bank, Member FDIC (“**Bank**” “**we**” “**us**” “**our**”), and governs the use of your credit card issued by Bank (“**Card**”). Your Card may be used only to access funds disbursed by Trovy Lending Co. (“**Lender**”) from your home equity line of credit issued by the Lender (“**HELOC**”). This Agreement includes any brochure describing benefits provided by Mastercard, all disclosures and materials provided to you before and when you requested or obtained the Card and any supplements or amendments to this Agreement. You accept this Agreement by (i) accepting this Agreement in writing or electronically; (ii) activating a Card; or (iii) using the Card.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, AND INCLUDES A WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION, UNLESS YOU PROMPTLY OPT OUT OF THE ARBITRATION AGREEMENT. THE AGREEMENT TO ARBITRATE REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW. THE ARBITRATION AGREEMENT DOES NOT APPLY TO YOUR SEPARATE HELOC AGREEMENT THAT YOU HAVE WITH LENDER.

1. Opening Your Card

In order to obtain a Card, you must first obtain a HELOC from Lender and agree to the Trovy Lending Co. Home Equity Line of Credit Agreement (“**HELOC Agreement**”). Bank is not the lender for your HELOC and disclaims all responsibility for the HELOC. Once you have completed the process of opening your HELOC, we may issue you a Card upon your request and approval of the Lender.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OBTAINING A NEW CARD. To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person who obtains a Card from us. What this means for you: when you request a Card, we will ask you for your name, street address, email, phone number, your Social Security Number (“SSN”), date of birth, and other information that will allow us to identify you.

By requesting a Card from us, you represent and warrant that: you are at least 18 years of age (or the age of majority in your state); you are a U.S. citizen or a resident alien with a valid SSN; you have a residential address in the U.S. or U.S. territory where we offer the Card; and the information you provide us is true, correct, and complete.

You must activate your Card before it can be used. You can activate your Card by following the instructions in your Online Account. We may require you to provide personal information in order to

verify your identity before we will activate your Card. We may give you the opportunity to use a virtual Card through a third-party wallet service. If we do, you may be required to accept additional terms and conditions regarding your use of the virtual Card. We are not responsible for any third-party wallet service. The Card is the property of the Bank and you must return the Card to us or destroy it if we ask you to do so.

You can view information about your Card and transactions by logging into your online Trovy account at www.trovy.com (“**Online Account**”).

2. Using Your Card

- a. Card Transactions. The Card is an additional means of accessing funds disbursed by Lender to you on your HELOC. By requesting or authorizing a transaction on your Card, you are requesting an extension of credit from your HELOC and you will incur a debt to Lender. The transaction on your Card will settle using the funds disbursed by Lender to you from your HELOC. Each transaction you make or request on your Card is subject to all terms and conditions of the HELOC Agreement. The Card is not a debit card and each Card transaction is not a withdrawal of cash from any deposit account. You may use the Card for the following types of transactions:
 - Card Purchases. You may use your Card to make purchases of goods and services from a merchant or point of sale (“**Merchant**”) that accepts the Card (“**Purchase**”).
 - ATM Cash Advance. You may use your Card to obtain a cash advance at an automated teller machine (“**ATM**”) that accepts the Card (“**ATM Cash Advance**”). When you obtain an ATM Cash Advance, the ATM will generally disburse the amount you request. However, there may be additional fees charged by us, Lender, or the ATM operator, as further described in your Fee Schedule and HELOC Agreement. You cannot use your Card to obtain cash back on a Merchant transaction, or cash over the counter at a financial institution branch or office.
- b. Personal Identification Number (PIN). You may create a Personal Identification Number (“**PIN**”) for any Card by following the instructions of us or Lender. A PIN may be required by certain terminals in order to use your Card. You may change your PIN in your Online Account. You should not write your PIN on your Card or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, call us immediately.
- c. Transaction Information. You agree that we may rely on information provided by Lender, Merchants, other financial institutions that participate in the transaction, and the payment network and processor to authorize, process, and complete your transactions, and categorize transactions among Purchases or ATM Cash Advances, as well as the Merchant category for any Purchase.
- d. Refunds. If a Merchant provides you a refund for any reason for goods or services obtained with your Card, you agree to accept a credit to your Card for such refunds, in accordance with the refund policy of that Merchant. If the Merchant does issue a credit, the credit may not be immediately available. While Merchant refunds post as soon as they are received, please note that we have no control over when a Merchant sends a credit transaction, and the refund may not be available for a number of days after the date the

refund transaction occurs. Please contact us if you believe a Merchant credit has not been applied properly.

3. **Authorized Users.** We may permit you to request a Card for your own use, and for use by persons you authorize to use a Card (each, an “**Authorized User**”). We may approve or reject your request to obtain a Card for an Authorized User in our sole discretion, and we may limit the number of Authorized Users you have. We or the Lender may require your Authorized User(s) to complete an onboarding process and agree to this Agreement to govern their use of a Card. You may not permit the Authorized User to use your Online Account. You are solely responsible for all transactions and activity on the Card which are made by any Authorized User, or any other person to whom you or an Authorized User gives access to a Card, even if they exceed their authority. All transactions made by an Authorized User or any person to whom you or they allow to use your Card or Online Account shall be treated as if you made and authorized the transaction yourself. Authorized Users have no obligation to repay any amounts they spend on the Card. You are solely responsible for all transactions made by the Authorized User.

You can request to remove an Authorized User at any time by contacting us at myaccount@trovy.com. However, you will be responsible for all transactions initiated by the Authorized User until you notify us and we have a reasonable opportunity to process your request to remove their access and disable their Card. You must also destroy all Card(s) and access devices that are available to an Authorized User if you wish to revoke their authority.

4. **Fees.** There may be additional costs of optional services that you request from us, which are not disclosed in the Fee Schedule. We will disclose or estimate such costs when you request the service, and you agree to pay us all such costs.
5. **Authorizations and Holds.**
 - a. Authorizations. If you use your Card at an automated fuel dispenser (“pay at the pump”), the Merchant may pre-authorize the transaction amount up to \$75.00 or more. If your Card is declined, pay for your Purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the Merchant may pre-authorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization amount will be treated as a Purchase under this Agreement, as reasonably necessary to maintain the pre-authorization. The pre-authorization may place a “hold” on your “Available Credit” under your HELOC Agreement, in the amount of the pre-authorization, until the Merchant sends us the final payment amount of your Purchase. Once the final payment amount is received, the pre-authorization amount on hold will be removed. It may take up to seven (7) Business Days or more for the hold to be removed. During the hold period, you will not have access to the pre-authorization amount. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of Available Credit for up to 30 days or more.
 - b. Recurring Pre-Authorized Transactions. Recurring preauthorized transactions occur when you authorize a Merchant to automatically initiate a transaction using your Card or Card number on a recurring basis. If you authorize a Merchant or other person to charge your Card for recurring preauthorized transactions, you must notify the Merchant if: we issue a new Card with a different number or expiration date to you; your Card number changes; or your Card is closed. These transactions may continue to be charged to your Card until

you change the billing information with the Merchant directly. We may also (but are not obligated to) provide your new Card number and expiration date to a Merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions.

6. Limits. In addition to all limits set forth in your HELOC Agreement, the following limits apply to your use of the Card (“**Limits**”):

- a. Transaction Limits.** There are Limits on the amount, type, and frequency of transactions you can make with your Card. These Limits are set forth in the chart below. We also prohibit use of your Card with certain Merchant categories. You can ask us for our list of prohibited Merchant categories.

Transaction Limits	
ATM Cash Advance Limit (per transaction)	As disclosed in your HELOC Agreement
ATM Cash Advance Limit (daily / weekly / monthly)	As disclosed in your HELOC Agreement
Purchase Limit (per transaction)	As disclosed in your HELOC Agreement
Purchase Limit (daily / weekly / monthly)	As disclosed in your HELOC Agreement

- b. Permitted Use.** You agree to use the Card for lawful personal, family, or household purposes only. You may not use the Card for business, commercial, or illegal purposes, or in any manner not permitted by this Agreement. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. If you use your Card in a manner that is not permitted, this Agreement still applies, and you are liable for those transactions. You also may be liable to us for any damages and/or expenses resulting from such use. Additionally, we may close your Card.
- c. Security Limits.** There are other Limits that apply to your use of the Card, which exist to prevent or address fraud, or otherwise protect the security of your Card, or our system. We will disclose these Limits as required by law. However, we may not disclose these Limits if we believe their secrecy is reasonably necessary for the Limit to help protect the security of your Card or our system.
- d. Lender Limits.** If the Lender restricts or suspends your use of the HELOC or any feature thereof for any reason, we may prohibit you from using the Card until such suspension or restriction is no longer in effect. In addition, we may suspend or close your Card, for any lawful reason. We may decline any transaction that we believe would cause you to exceed any Limit in this Agreement or your HELOC Agreement.
- e. Refusal to Honor Your Card.** We may decline to authorize any transaction for any reason at our sole discretion. We are not responsible for any losses you incur if we do not authorize a transaction. We are not responsible for any losses you incur if anyone, including any terminal, Merchant, Merchant’s financial institution, or other third party,

refuses to accept your Card or Card number or process the transaction you request for any reason. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control, subject to applicable law.

- f. **Prohibited Transactions.** We have the right but not the obligation to monitor for, block, cancel and/or reverse the following types of payments, each of which is prohibited under this Agreement: (i) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (ii) Payments that violate any law, statute, ordinance or regulation. (iii) Payments related to: (1) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (2) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (3) goods or services that are sexually oriented; (4) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (5) goods or services that defame, abuse, harass or threaten others; (iv) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and (v) Payments relating to transactions that (1) constitute money-laundering or terrorist financing; (2) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing.
 - g. **Changes to Limits.** We may change, add, or remove Limits at any time in our sole discretion. We will notify you of any changes to these Limits as required by law.
7. **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. If you use your Card, and the Merchant processes the Card transaction as a Foreign Transaction in a currency other than U.S. dollars, it may be converted by us or the applicable payment network into a U.S. dollar amount in accordance with the operating regulation or conversion procedures in effect at the time the Foreign 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. The rate at which we buy currency may be different than the rate at which we sell currency to you in connection with a Foreign Transaction, and we may realize a profit on this difference. In addition to the currency conversion rate, we may charge a foreign transaction fee.
8. **Mobile Devices; Virtual Cards and Digital Wallets.** We may permit you to request a virtual card that you can use to make transactions without your physical Card (“**Virtual Card**”). A Virtual Card is considered a “Card” under this Agreement, and all transactions made using a Virtual Card will be treated the same as if you made the transaction using the physical plastic Card. Smart phones, some tablets, or other mobile devices (a “**Mobile Device**”) can download, store, and/or access Card information, for instance through a mobile wallet, that may enable you to use the Mobile Device to make transactions using your Card, Virtual Card, or Card number. Applications that enable your Mobile Device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When your Card information is accessible by your Mobile Device, it is important that you treat your Mobile Device with the same care you would your Card. For example, you should secure your Mobile Device against unauthorized access. Keep in mind, if you give someone your phone, or other Mobile Device, that can be the same as giving that person your Card.

We may permit you or an Authorized User to add your Card to a digital wallet supported and operated by another financial institution or third party (“**Digital Wallet**”), which may be used to make Transactions on your Virtual Card without presenting the physical Card. Any such transactions are covered by this Agreement. By adding your Virtual Card to a Digital Wallet, you will be required to accept and agree to the separate terms for adding your Card to the digital wallet. We have no control over the Digital Wallet or the device on which you use the Digital Wallet and cannot guarantee their performance. We are not liable for any losses that result if such services are unavailable or defective. Additionally, you are responsible for protecting the security of the Digital Wallet, the device on which you use the Digital Wallet, and any access credentials you use to access the Digital Wallet or device. You may be charged third-party fees related to the Transaction, such as mobile carrier data or messaging charges, and we are not responsible for any such fees. We may, at any time, partially or fully restrict your ability to make credit transactions through a Digital Wallet. We may change the Digital Wallets that we permit you to use with your Card from time to time, in our sole discretion, without notice to you. You agree to notify us promptly if you remove or want to remove your Card information from any Digital Wallet or if the security of your Digital Wallet or device may be compromised. We are not responsible if you violate the terms governing your use of any Mobile Device application or Digital Wallet, or for any consequences that result from any violation.

9. **Statements.** Your Card transactions and related Card activity will appear on the periodic statement sent by the Lender for each monthly billing cycle (“**Statement**”). Please review each Statement carefully. Preservation of your rights under law regarding resolution of billing errors and disputes depends upon your timely recognition of potential errors. 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. If any of these circumstances occur, we may, in our sole discretion, stop sending you Statements or provide Statements only for informational purposes.
10. **Lost or Stolen Cards.** You are responsible for protecting the security of your Card and any credentials and devices you use to access your Card, such as your Mobile Device. You must take reasonable steps to prevent the unauthorized use of your Card. We reserve the right to request you to take specific steps to limit access to or prevent unauthorized use of your Card. For security reasons, you must, upon receipt of the Card, comply with any Card activation procedures as may be prescribed by us. **NOTIFY US IMMEDIATELY OF THE LOSS, THEFT, OR POSSIBLE UNAUTHORIZED USE OF YOUR CARD BY CALLING US AT 1-833-987-6890 OR THE NUMBER LISTED ON THE BACK OF YOUR CARD OR ON YOUR STATEMENT.**

11. Disputes.

- a. **Billing Errors.** If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write us at the address listed on your Statement. Write to us as soon as possible. We must hear from you no later than sixty (60) calendar days after we sent you the first Statement on which the error or problem appeared. You may also contact us at myaccount@trovy.com. You can telephone us at 1-833-987-6890, but doing so will not preserve your rights. We or Lender will investigate your claim as set forth in the HELOC Agreement. **Please see your HELOC Agreement for more information about your rights and the responsibilities of us and the Lender after we receive your notice of the error.**
- b. **Mastercard Zero Liability Policy.** Please contact us immediately if you believe your Card has been used by anyone without authorization. You will generally not be responsible for unauthorized transactions on your Card if (i) you have used reasonable care in protecting

your Card from loss or theft; and (ii) you promptly report loss or theft of your Card to us. However, if applicable law or your HELOC Agreement imposes greater liability on you for unauthorized transactions, applicable law or the HELOC Agreement will govern your dispute.

- c. Quality of Goods. Except as set forth in subsection (d), we are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods or services that you purchase from a Merchant with a Card. All such disputes must first be addressed and handled directly with the Merchant from whom those goods or services were purchased.
- d. Dissatisfaction with Merchant. If you are dissatisfied with the goods or services that you have purchased with your 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 under your HELOC Agreement.

To use this right, all of the following must be true:

- 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.)
- You must have used your Card for the Purchase. ATM Cash Advances do not qualify.
- You must not yet have fully paid for the Purchase under your HELOC Agreement.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at: myaccount@trovy.com.

While we investigate, the rules in this section will apply. As between you and Lender, the rules in the YOUR BILLING RIGHTS section of the HELOC Agreement will also apply. 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 for your Purchase under your HELOC Agreement, Lender may report you as delinquent on your HELOC.

12. Personal Information; Privacy.

- a. Use of Your Information. You authorize us to share personally identifiable and financial information about you and your Card with Lender and our respective service providers in order to provide the Card and process your transactions. You consent and authorize us to disclose information about your Card to any cosigners or similar parties that are obligated or may become obligated on your HELOC, and to any Authorized Users of your Card. In addition, we may use and share your information as set forth in our Privacy Policy.
- b. Updating Your Information. You agree to notify us immediately of any change in your name or address by e-mailing us at myaccount@trovy.com. We may require you to provide documentary support or other information regarding these changes. You must provide us with any financial-related information we may require from time to time. If any information you have provided us has changed, you must update it in your Online Account. You agree to tell us immediately if your financial condition changes for the worse by e-mailing us at myaccount@trovy.com and explaining the circumstances.

13. Maintaining Your Card.

- a. Replacement Cards. Please contact us if you need to replace your Card for any reason. Please note that your Card has an expiry date on the Card. You may not use the Card after that date. However, even if the expiry date has passed or is approaching, you can contact us for a replacement Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card. However, we may charge you a fee if you request expedited delivery of your new Card and will disclose that fee to you in advance. Upon contacting us for any lost/stolen Card or to replace your Card for any reason, your Card will be deactivated and you will be unable to make transactions until you receive and activate your replacement Card.
- b. Contacting You; Monitoring Communications. To the extent permitted by applicable law, you authorize us and each of our affiliates, agents, service providers, contractors, and successors, to contact you to service or maintain your Card. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, service providers, contractors, and successors may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number from which you call us, 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 of our affiliates, agents, service providers, contractors, successors, 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, collections department, and any of our agents or service providers. For the avoidance of doubt, you agree you will accept calls from us regarding your Card. You understand these calls could be automatically dialed and a recorded message may be played. We may send communications electronically, rather than through U.S. mail or other means, unless the law says otherwise.
- c. Providing and Maintaining Your Information. We may require you to submit personal information to open and manage your Card. You must notify us promptly if any information you provide to us changes. We may ask you for additional documents and to verify any changes to information you have provided us. We may suspend, restrict, or close your Card if we cannot verify your information or if you do not provide it as requested. You certify that all information you provide to us is accurate and complete.
- d. Contacting Us. You may contact us in writing at Trovy Lending Co., 228 Park Ave. S., PMB 242757, New York, New York 10003-1502. You may also contact us at myaccount@trovy.com. You can telephone us at 1-833-987-6890.

14. Change in Terms. We can make changes to this Agreement at any time, in our sole discretion, unless prohibited by applicable law. We may make these changes without your consent, unless this Agreement or applicable law provides otherwise. We will give you any notice of change that is required by applicable law. By using your Card after these changes have gone into effect, or by accepting the amended Agreement in writing or electronically, you agree to these changes. If you disagree with these changes, you must discontinue use of your Card and notify us immediately.

15. Other Terms.

- a. Business Days. Our Business Days are Monday through Friday, except for federal holidays.
- b. Receipts. You may obtain receipts to maintain a record of your transactions. You may need a receipt in order to verify a transaction with us or the Merchant.
- c. Closing Your Card. We may suspend or close your Card, or otherwise terminate your right to use your Card at any time and for any reason without notifying you, as permitted by applicable law. We may replace your Card at any time. You may close your Card at any time by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the Card is closed or suspended, and you must pay us all amounts you owe under this Agreement, even if they post to your Card after it is closed or suspended. If we believe you have authorized a transaction or are attempting to use your Card after you have requested to close the Card, we may allow the transaction to be charged to your Card. You must destroy all Cards and other access devices when the Card is closed.
- d. Applicable Law. This Agreement will be governed by applicable federal law, and, to the extent not preempted by federal law, the laws of the State of New Jersey.
- e. Sanctions. You represent and covenant that you are not and will not become subject to any economic sanctions issued by any U.S. government body. You further covenant that you will not use the Card to conduct any transactions or business with any person that is subject to any such sanctions.
- f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the other provisions of this Agreement remain in full force and effect, and to the extent permitted and possible, the invalid or unenforceable provisions will be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of the invalid or unenforceable provisions.
- g. Waiver. Our delay or failure to exercise any of our rights under this Agreement or applicable law is not a waiver of our rights. Any waiver by us of any provision of this Agreement on any one occasion will not be a waiver on any other occasion.
- h. Assignment. You may not sell, transfer or assign your Card or any of your obligations under this Agreement. We may sell, transfer or assign any or all of our rights and obligations under this Agreement. The purchaser, transferee, or assignee may enforce the rights they acquire from us in accordance with this Agreement.
- i. Headings. We use section headings to organize this Agreement. The headings are for reference purposes only.

16. JURY TRIAL AND CLASS ACTION WAIVER. YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN ADDITION, YOU WAIVE YOUR RIGHT TO JOIN A CLASS OF OTHER CONSUMERS TO

BRING A CLAIM AGAINST US OR LENDER, OR TO BRING OR BE A CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING, ARISING UNDER THIS AGREEMENT. THIS JURY TRIAL AND CLASS ACTION WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION AGREEMENT SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL AND CLASS ACTION WAIVER. IF A COURT OR ARBITRATOR DETERMINES THAT THE ARBITRATION AGREEMENT BELOW IS INVALID OR UNENFORCEABLE, THE JURY TRIAL AND CLASS ACTION WAIVER IN THIS SECTION WILL NONETHELESS CONTINUE TO APPLY.

17. Arbitration Agreement.

- a. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. IT WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR CARD AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIM OR DISPUTE, NOW OR IN THE FUTURE. FOR EXAMPLE, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE CARD (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY OR ANY OTHER EXCLUSION SET FORTH BELOW) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. HOWEVER, THIS ARBITRATION PROVISION WILL NOT APPLY TO ANY CLAIM THAT IS THE SUBJECT OF A CLASS ACTION FILED IN COURT THAT IS PENDING AS OF THE EFFECTIVE DATE OF THIS ARBITRATION AGREEMENT IN WHICH YOU ARE ALLEGED TO BE A MEMBER OF THE PUTATIVE CLASS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.
- b. Agreement to Arbitrate. This Section 17 is referred to as the “**Arbitration Agreement**.” If you have a dispute with Bank, Lender, any subsidiary or affiliate of the Bank or Lender, or any of their respective employees, officers, directors, agents or service providers (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”), which arises specifically under this Agreement, and you are not able to resolve the dispute informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the dispute will be resolved through the arbitration process set forth in this section. This Arbitration Agreement does not apply to any claim or dispute arising under your HELOC Agreement or related security instrument.
- c. Arbitration. You agree that if you have a dispute, claim, or controversy (“**Claim**”) that has arisen or may arise between you and the Bank or any other Indemnified Party under this Agreement, or arising out of any advertising of the services provided under this Agreement, and you are not able to resolve the Claim informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the Claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims, and third-party claims. Among other things, it includes Claims based upon contract, tort, consumer rights, fraud, constitutional law, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

- d. Parties Subject to this Arbitration Agreement. This Arbitration Agreement applies whenever there is a Claim between you (including your heirs, successors, representatives and beneficiaries) and us or any Indemnified Party. If a third party, such as an Indemnified Party other than the Bank, is also involved in a Claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Card, then the Claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. This Arbitration Agreement applies whenever there is a Claim between you (including your heirs, successors, representatives and beneficiaries) and us. If a third party, such as an Indemnified Party other than the Bank, is also involved in a Claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Card (including any additional, updated, or substitute account for the same accountholder(s)), then the Claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.
- e. Other Exclusions. You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. In addition, the following will not be the subject of this Arbitration Agreement: (a) the exercising of any self-help rights, including set-off; (b) any action in court by that is limited to preventing the other party from using a self-help remedy, so long as it is prosecuted individually, and does not involve a request for damages or monetary relief of any kind; or (c) any other claims where arbitration is prohibited by law. Further, nothing herein shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. In addition, the following will not be the subject of this Arbitration Agreement: (a) the exercising of any self-help rights, including set-off; (b) any action in court by that is limited to preventing the other party from using a self-help remedy, so long as it is prosecuted individually, and does not involve a request for damages or monetary relief of any kind; or (c) any other claims where arbitration is prohibited by law. Further, nothing herein shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

- f. Your Right to Opt Out. If you do not want this Arbitration Agreement to apply to your Card, you may opt out by sending us written notice of your decision within 30 days of the opening of your Card. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Agreement. It should include your name, address, Card number, and your signature and must be and must be emailed to myaccount@trovy.com. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Card. You agree that our business records will be final and conclusive evidence with respect to whether you canceled or opted out of this Arbitration Agreement in a timely and proper fashion.
- g. Prohibition and Waiver of Class and Representative Actions and Non-Individualized Relief. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE BANK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.
- h. Prohibition and Waiver of Court and Jury Trials. FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- i. Pre-Arbitration Dispute Resolution. The Bank and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at myaccount@trovy.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to the Bank or Indemnified Party should be sent to 228 Park Ave. S., PMB 242757, New York, New York 10003-1502 ("**Notice Address**"). The Notice must (a) describe the nature and basis of the Claim or dispute and (b) set forth the specific relief sought. If you do not resolve the Claim with the Bank or Indemnified Party within sixty (60) calendar days after the Notice is received at the Notice Address, you or the Bank or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Bank or Indemnified Party is entitled.

- j. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- k. Venue. Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances or by Zoom or video/telephonic conference. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for ten thousand dollars (\$10,000) or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- l. Costs. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is seventy-five thousand dollars (\$75,000) or less, at your request, the Bank or other Indemnified Party will pay all Arbitration Fees. If the value of relief sought is more than seventy-five thousand dollars (\$75,000) and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Bank or other Indemnified Party will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Bank will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. You will be responsible for your own attorneys' fees, except that the arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law.
- m. Governing Law. This Arbitration Agreement involves interstate commerce and shall be interpreted and enforced in accordance with the Federal Arbitration Act (the "FAA") to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must apply applicable substantive

law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. Any Claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. The arbitrator shall follow the law and shall not be entitled to make errors of law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

- n. Results and Right of Appeal. Judgment upon the arbitrator's award may be entered by any court having jurisdiction. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the arbitrator makes an error of law.
- o. Rules of Interpretation. This Arbitration Agreement shall survive the closing of the Card, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the Agreement, on the other hand, this Arbitration Agreement shall govern to the extent of the conflict or inconsistency.
- p. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- q. Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief section are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to Claims for public injunctive relief. The remainder of this Arbitration Agreement will continue to apply.
- r. Changes to this Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, if the Bank makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you have a Card, you may reject any such change by sending the Bank written notice within thirty (30) days of the change to the Notice Address. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the terms of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

This Card is issued by Cross River Bank, Member FDIC.

Accepted and agreed to by:

[insert]