

Cardholder Agreement & Pricing Disclosures

Secured Advantage Boost™ Credit Issued by MRV Banks©

PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	21.74% This APR will vary with the market based on the Prime Rate. Please see Variable Rate Disclosures below.
Annual Percentage Rate (APR) for Cash Advances	21.74% This APR will vary with the market based on the Prime Rate. Please see Variable Rate Disclosures below.
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 pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
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 Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$250.00, your available credit will be only about \$200.00. You may still reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges. \$50.00 for first year (introductory) After that, \$45.00 annually (\$3.75 per month)
Transaction Fees · Cash Advance Fees · Foreign Transaction Fee	None None
Penalty Fees · Late Payment Fee · Returned Payment Fee	Up to \$30.00. Please see Late Payment Fee section below. Up to \$25.00
Security Deposit	This is a secure account. Please see Funding of Security Account below.

How We Will Calculate Your Balance: We use a method called Average Daily Balance (including new purchases). See below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Agreement below and on the back of your Statement.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

Secured Advantage Boost Credit Pricing Information and the **Secured Advantage Boost Credit Cardholder Agreement** (collectively, the "Agreement"). The Agreement contains important information related to the secured Advantage Boost credit card account issued by MRV Banks (the "Account"), including information about an arbitration provision applicable to the Account that will substantially affect your rights unless you reject it. However, the arbitration provision does not apply if you are a Covered Borrower (as defined herein) entitled to protections under the Military Lending Act. Please see the section entitled "Military Lending Act Disclosures" for more information. When you use your Account (or sign or keep the Card), you agree to the terms of this Agreement. Please retain a copy of this Agreement for your records.

Additional Information Regarding Interest Charges and Fees

Your Account is subject to the following Interest Charges and Fees, each of which will be charged to your Account as a Purchase for the purpose of calculating Interest Charges:

Interest Charges:

Paying Interest Charges: You agree to pay us Interest Charges on your Account as described herein. Interest Charges are calculated using the **Average Daily Balance Method (Including New Purchases)** as described below.

How to Avoid Paying Interest Charges on New Purchases (Grace Period): If you paid the New Balance on your prior monthly Billing Statement by the due date shown on that Billing Statement (the "Payment Due Date"), we will not impose any Interest Charges on new Purchases, or any portion of a new Purchase, paid by the applicable Payment Due Date (which will be at least 25 days from the Billing Cycle closing date). New Purchases are Purchases that first appear on your current Billing Statement.

Paying Interest Charges on Cash Advances: Cash Advances are subject to Interest Charges from the transaction date. Unlike Purchases, this means there is no time in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges on Cash Advances.

How We Calculate Interest Charges on Purchases: We use the **Average Daily Balance Method (Including New Purchases)** to calculate the Interest Charges on Purchases for each Billing Cycle. We figure the Interest Charges on the Purchase balance by multiplying the **Average Daily Balance** for Purchases by the **Daily Periodic Rate** for Purchases. The **Daily Periodic Rate** for Purchases is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Purchases each day, add any new Purchases (including Fees and other charges), and subtract any payments or credits applicable to Purchases as of their posting dates. 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** for Purchases. If a **Daily Balance** is negative, we treat it as zero.

How We Calculate Interest Charges on Cash Advances: We use the **Average Daily Balance Method (Including New Cash Advances)** to calculate Interest Charges on Cash Advances for each Billing Cycle. We figure the Interest Charges on your Cash Advance balance by multiplying the **Average Daily Balance** for Cash Advances by the **Daily Periodic Rate** for Cash Advances. The **Daily Periodic Rate** for Cash Advances is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Cash Advances each day, add any new Cash Advances, and subtract any payments or credits applicable to Cash Advances as of their posting dates. 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**. If a **Daily Balance** is negative, we treat it as zero.

Daily Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR): To calculate Interest Charges, we multiply the **Average Daily Balance** by the **Daily Periodic Rate**. The **Daily Periodic Rate** is calculated by dividing the **ANNUAL PERCENTAGE RATE (APR)** for Purchases and Cash Advances by 365. The **Daily Periodic Rate** for Purchases and Cash Advances is 0.0595616%, which is equivalent to a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 21.99%. **Subject to any grace period, the Fees assessed to your Account will be treated as Purchases and will be subject to the APR applicable to Purchases.**

Variable Rate Disclosures: The **ANNUAL PERCENTAGE RATE (APR)** for Purchases and Cash Advances is variable and will be determined by adding a margin of 14.99% to the Prime Rate. The Prime Rate used to determine your variable **APR** for Purchases and Cash Advances is the U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. We review *The Wall Street Journal* Prime Rate on the 10th of each calendar month. If *The Wall Street Journal* is not published on that day, then the immediately preceding edition of the *Journal* will be used. If more than one U.S. Prime Rate is published, the highest rate will be used. If a change in the Prime Rate is identified, the new rate will be implemented approximately six (6) weeks after the rate change is identified. Any rate change will take effect at the beginning of the next billing cycle after all statements for the month following the rate change identification date have closed. For example, if a change in The Wall Street Journal Prime Rate is detected on May 10, the rate change will reflect on all statements generated on or after July 1. Your new APR will apply beginning the first day after your June billing cycle ends. If the Prime Rate changes and affects your **APR**, the new **APR** will apply to both existing and future balances. The variable **APR** for Purchases and Cash Advances will increase if the Prime Rate increases. If the variable **APR** for Purchases and Cash Advances increases, your **Daily Periodic Rate** will increase, you will pay a higher Interest Charge, and you may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If the U.S. Prime Rate is not published or is unavailable (temporarily or permanently) in *The Wall Street Journal*, we may select a similar reference rate at our sole discretion. Your **APR** for Purchases and Cash Advances will continue to vary even if you or we close your Account. Under no circumstances will your **APR** exceed 35.99%.

Minimum Interest Charge: In any month in which an Interest Charge is due, if that Interest Charge is less than \$0.50, we may charge you a minimum Interest Charge of \$0.50. Notwithstanding the foregoing, during the first 12 months your Account is open, any Interest Charges assessed on your Account will be equal to the actual accrued interest.

Fees:

Annual Fee: Your Account will be assessed an Annual Fee of \$50.00 for the first year (introductory) when your Account is opened that will decrease your available credit by \$50.00. Each month after the first introductory year, your Account will be charged \$3.75 monthly (\$45.00 annually) whether or not you use your Account. Except as set forth in the "Refund Disclosure" section, the Annual Fee is non-refundable, and your payment of the Annual Fee does not affect our right to close your Account. The Annual Fee will be billed until your Account is closed and your outstanding Account balance is \$10.00 or less.

Foreign Transactions Fee: We will not impose a Foreign Transaction Fee for any foreign transaction made using your Account. If you make a transaction in a currency other than U.S. dollars using your Card, Visa will apply to the transaction the foreign currency conversion procedures published from time to time for its members and effective at the time the transaction is processed. Currently, the conversion procedures used by Visa for such transactions generally require application of either a government-mandated rate or a wholesale market rate determined by Visa for the processing cycle in which 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 the posting date of your transaction. The currency conversion rate used hereunder may be the same as, greater than, or less than the rate that would be used by a financial institution in the country in which the transaction occurred. The currency conversion adjustment may show as a separate entry on your Account. You may be blocked from using your Card in any country with which the U.S. maintains sanctions and/or high fraud countries, as determined in our sole discretion. We do not determine the currency conversion rate.

Late Payment Fee: If we do not receive payment from you in at least the amount of your minimum payment due within 15 days after the Payment Due Date shown on your monthly Billing Statement by 5:00pm Central Time, you will be charged a Late Payment Fee based on the past due amount tiers detailed below:

- i. Tier one minimum \$0.01 - \$25 = \$5.00 Max Late Fee (Not to exceed Minimum Payment Due)
- ii. Tier two \$25.01 - \$400 = Late fee of \$15

- iii. Tier three \$400.01-\$500= Late fee of \$20
- iv. Tier four \$500.01-\$600= Late fee of \$25
- v. Tier five \$600.01 or greater= Late fee of \$30

Returned Payment Fee: If any check or other Item tendered in payment of the amount due on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee of the lesser of (a) \$25.00 or (b) your past due total minimum payment amount.

Express Delivery Fee: You may request express delivery of your card or any additional cards for a \$25.00 fee.

Copying Fee: If you request duplicates of any monthly Billing Statement or other document, a Copying Fee of \$5.00 per document may be imposed for each paper document we provide, unless the request is made in connection with a bona fide billing error dispute.

Replacement Card Fee: If you need a replacement Card for any reason, you will be charged a Replacement Card Fee in the amount of \$7.50.

Refund Disclosure: We will refund your initial Fees (those Fees that are billed at the time of Account opening, including the Annual Fee) if (1) you reject the Account; (2) you have not used your Card for a Purchase or Cash Advance; and (3) you have not made a payment on your Account after receiving a monthly Billing Statement. Except as described in this paragraph, Fees are generally non-refundable.

VISA CARDHOLDER AGREEMENT

THIS CARDHOLDER AGREEMENT CONTAINS AN ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

General: This document contains your **Secured Advantage Boost Credit Pricing Information** and the **Secured Advantage Boost Credit Cardholder Agreement** (collectively, the "Agreement"). The Agreement contains important information related to the secured Advantage Boost credit card account issued by MRV Banks (the "Account"), including information about an arbitration provision applicable to the Account that will substantially affect your rights unless you reject it. However, the arbitration provision does not apply if you are a Covered Borrower (as defined herein) entitled to protections under the Military Lending Act. Please see the section entitled "Military Lending Act Disclosures" for more information. When you use your Account (or sign or keep the Card), you agree to the terms of this Agreement. Please retain a copy of this Agreement for your records.

Account Terms: This Account is offered and credit cards are issued by MRV Banks. In this Agreement, "Bank," "us," "we," and "our" means MRV Banks, its agents, authorized representatives, successors, and assigns. The terms "you" and "your" each refer to the person applying to us for an Account.

Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

Account Limitations: The Cash Advance feature of your Account will be automatically activated, and you may begin requesting Cash Advances, provided your Account is in good standing (and not past due) and you have available credit on your Account. Your total unpaid Cash Advances may not exceed fifty percent (50%) of your credit limit. You further acknowledge that your Card will be for personal use and may not be used for business purposes.

Account Documents: This Agreement constitutes your contract terms with us, which may be supplemented or expanded by the following documents:

- (1) Your Billing Statements (defined below), including the backer and any inserts;
- (2) Any privacy notices;
- (3) Your Card benefits brochure which describes benefits provided by Visa International Incorporated for your Account;
- (4) All disclosures and materials provided to you before or when you opened your Account, including your Application Disclosures;
- (5) Any other documents and disclosures we make available to you relating to your Account, including those provided online;

- (6) Any future changes we make to any of the above with or without notice;
- (7) Any products and services described, as well as associated fees, charges, interest rates, and balance requirements; and
- (8) Any other document we are legally required to provide you now or in the future.

Account Information: We need information about you to manage your Account. This information includes:

- (1) Your legal name;
- (2) A valid U.S. mailing address and residential address (if different);
- (3) Your date of birth;
- (4) Your Social Security number or other government identification number;
- (5) Your telephone number(s); and
- (6) Your employment and income information.

You must tell us when this information changes by calling us at (800) 468-7369 or by writing to us at Advantage Boost Customer Service, P.O. Box 2087 Omaha, NE 68103-2087. We may ask you for additional documents to verify any changes, including, without limitation, a copy of your driver's license or other identifying documents. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

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.

Funding of Security Account: This Account is a secured credit card account. In consideration of and as a condition to our opening your Account, you agree to deposit funds to serve as security for your Account ("Funds"). We will hold these Funds in a pooled deposit account ("Security Account") either at Bank or at another financial institution with the Security Account subject to our control. You must maintain Funds in the Security Account as collateral for the Account, and you grant us a security interest in all Funds held in the Security Account. This Security Account will include any and all future deposits of Funds into the Security Account. The Funds held in the Security Account will be insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits.

Your credit limit cannot exceed the amount of Funds you deposit in the Security Account. You must make a deposit to the Security Account of at least the amount of your credit limit before your Account can be opened. The minimum amount required cannot be less than \$250.00. You must fully fund the Security Account (i.e., deposit Funds equal to the full amount of your credit limit) within sixty (60) days after we notify you of your approval for an Account or we will not activate your Account, and you will need to reapply for an Account, if desired. Your initial credit limit will be equal to your secured deposit, although your credit limit may be increased upon successful monthly payments and an additional deposit of Funds in the Security Account, up to a maximum of \$2000.

The Security Account may, in our discretion and for our sole business reasons, be held at another financial institution and/or be commingled with other collateral in a single pooled deposit account, but we will maintain separate records of your Funds. We will not send statements for the Security Account. Subject to all applicable terms and conditions, we may allow you to add additional Funds to the Security Account in order to grant an increase of your credit limit.

Since the Funds secure your Account and are under our control, you may not request to withdraw Funds from the Security Account while your Account is open or there is a balance on your Account. Thus, you may not request to withdraw Funds from the Security Account unless your Account is closed and paid to a \$0 balance.

We will not pay interest on the Security Account. If, in the future, we do pay interest on the Security Account, it will be deposited to the Security Account as proceeds of the Funds to further secure your payment obligations under this Agreement.

Any claim, dispute, or controversy arising from or relating to your Funds in the Security Account are governed by and interpreted under federal law and construed in accordance with the laws of the State of Missouri. The formation, legality, enforceability, and interpretation of the Security Account terms, and any amounts contracted for, charged and received hereunder, will be governed by such laws and your agreements with us. You agree that Missouri law applies, regardless of the state of your residence. Our decisions regarding the Security Account are made in the State of Missouri. Federal and Missouri law will also apply to any controversy, claim, or dispute arising from or relating in any way to the subject matter of your Funds held in the Security Account, including, without limitation, statutory, equitable, and tort claims.

You grant to us, as of the date you deliver Funds to us, a security interest in the Funds, any additions to the Funds, any proceeds of the Funds and any interest on any of these (collectively the "Collateral") to secure your performance of your payment obligations under this Agreement. You agree that this security interest gives us the right to redeem, collect, and withdraw any part, or the full amount, of your Funds held in the Security Account upon any default hereunder or in the event your Card is terminated or canceled for any reason. This security interest is given as security for any and all amounts you may owe to us, including, but not limited to, Interest Charges, Fees, and charges which may accrue under your Account. You irrevocably and unconditionally relinquish possession and control over the Collateral, and you pledge and assign as security to us all of your right, title, and interest in it.

If you fail to make your required payments on your Account or otherwise fail to comply with the terms of this Agreement, you could lose all Funds in the Security Account. If (1) you are in default of any obligation under the Agreement; (2) you fail to make your minimum payment for three consecutive billing cycles, resulting in a 60-day delinquency; or (3) your Card is closed for any reason, you authorize us to withdraw Collateral from the Security Account and apply such amounts to the Card without sending you notice or demand for payment. If (1) your security account falls below \$250.00; or (2) you default for an additional three consecutive billing cycles, we reserve the right to close your account. We may do this in addition to any other rights we have under the law or the Agreement. In the event your Account is closed and there are still Funds remaining in the Security Account, these Funds may remain on deposit in the Security Account for up to sixty (60) days before we remit your remaining Funds to you by any reasonable means, including via electronic transfer to the account that was used to fund the original deposit. This will allow time for all charges you made or authorized on the Card to post and settle. If the Security Account was funded using cash or a check, you will receive a check for any remaining Funds in the mail sent to the most recent address we have associated with the Account. Please notify us of any update to your contact information for receiving repayment of the Funds.

If there is no activity with respect to your Account for a prescribed period of time (generally five (5) years), the Collateral may be presumed to have been abandoned and will escheat to and become the property of the State of Missouri or another applicable state. We will take reasonable actions to notify you if required by law prior to escheating any Collateral held under this Agreement.

If you become a debtor in any proceeding under the United States Bankruptcy Code, you agree that you will recognize us as a perfected secured creditor with respect to your Funds held in Security Account and that you will declare the Collateral as exempt property pursuant to the provisions of the United States Bankruptcy Code or applicable State exemption laws.

We may amend the terms and conditions applicable to the Security Account separately from the remainder of this Agreement at any time with reasonable written notice to you if required by applicable law.

Cash Advances: You may be eligible to use your Card to obtain Cash Advances if (i) your Account is open; (ii) your Account is not past due, and (iii) you have available credit for Cash Advances. However, the total of your unpaid Cash Advances may not exceed fifty percent (50%) of your credit limit. Cash Advance amounts may also be subject to limits imposed by banks and ATM operators.

Cash Advance at ATMs: We may issue you a Personal Identification Number (PIN) to use to obtain Cash Advances at participating ATMs. Or, you may request a PIN for Cash Advances by contacting us. We will send you a notification confirming your PIN. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you should immediately

change your PIN through PIN Now, our automated PIN change service, or select your own PIN by calling us at (800) 468-7369.

Credit Limit: If you are approved and once your account is activated, your credit limit will be assigned based on the amount of Funds deposited by you into the Security Account. Your credit limit will be disclosed to you when your Card is issued and will also appear on your Billing Statement. You agree not to make any Purchase or obtain any Cash Advance that would cause the unpaid balance of your Account to exceed your credit limit. The total of your unpaid Cash Advances may not exceed fifty percent (50%) of your credit limit. You agree that we may change your credit limit at any time without affecting your obligation to pay the amounts you owe under this Agreement. We may honor transactions above your credit limit, but if we do, you agree these transactions do not increase your credit limit, and you will immediately repay any amounts that exceed your credit limit as a part of the next minimum payment due on your Account.

Credit Limit Increases: Through notification from us or upon your request, your Account may be reviewed for a credit limit increase after being open for at least three (3) Billing Cycles. We reserve the right to decline your request for a credit limit increase in our sole discretion and to the extent permitted by law. You agree we may also decrease, restrict, or cancel your credit limit, including, without limitation, your Cash Advance limit, at any time, to the extent and in the manner permitted by applicable law.

Using Your Card: You may use your Card and your Account to make Purchases wherever your Card is accepted, provided your Account is in good standing and you have available credit. Each time you use your Card, either for a Purchase or a Cash Advance, you are requesting us to make a loan to you for the amount of the Purchase or the Cash Advance. Each Purchase or Cash Advance obtained will reduce the available credit under your credit limit until it is repaid in accordance with the terms of this Agreement.

- (1) This Agreement applies whether or not you use your Card. It will continue to apply even after your Account is closed, as long as you have a balance.
- (2) You must sign the Card immediately when you receive it.
- (3) You must return the Card to us or destroy it if we ask you to.
- (4) You must take reasonable steps to prevent the unauthorized use of your Card and Account.
- (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.
- (6) We are not responsible for any losses you incur if we do not authorize a transaction.
- (7) We are not responsible for any losses you incur if anyone refuses to accept your Card or Account for any reason.
- (8) You may not use Cash Advances to pay any amount you owe us or any other company affiliated with us.
- (9) You must not use, or try to use, the Card for any illegal activity. The Card may not be used for online gambling transactions. If you use or allow someone to use your Card or Account for any illegal activity or online gambling, you are responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.
- (10) If you use your Account number to make a Purchase or obtain a Cash Advance without presenting your Card (such as a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

Authorized Users: If another person is given access to your Card or Account with your express or implied permission, that person is an Authorized User, even if we did not issue an additional Card in the Authorized User's name. At your request, and if we agree, we may issue an additional Card connected to your Account number in the name of an Authorized User. This Authorized User will be an Additional Cardholder. We may require certain information about Authorized Users. We may limit Authorized Users' ability to use your Account. Authorized Users may have access to certain information about your Account. You will be responsible for all charges, Fees, Purchases, Cash Advances, Interest Charges, and other transactions incurred by any Authorized Users or anyone else they allow to use your Account or Card, even if you did not want, or agree to, that use. You and each Authorized User agree that Authorized Users shall be subject to this Agreement, and we may report Account information to consumer reporting agencies in the names of both you and any Additional Cardholder.

Removing an Authorized User: If you want to remove an Authorized User from your Account, you must contact Advantage Boost Customer Service at (800) 468-7369 or by writing to us at Advantage Boost Customer Service, P.O. Box 2087 Omaha, NE 68103-2087 and request their removal. You also must immediately destroy all Cards in the Authorized User's possession and cancel any pre-authorized charges or other transactions the Authorized User may have set up on your Account. The Authorized User will be able to use your Account until you have notified us that you are removing the Authorized User from your Account and we have had a reasonable amount of time after receiving your request to remove the Authorized User. During this time, you will still be responsible for all amounts the Authorized User charges to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove Authorized Users from your Account for any reason. To remove Authorized Users from your Account, we may close your existing Account, open a new Account, and issue a new Card with a new Account number.

Additional Cards: You may authorize Additional Cardholders to be issued a Card and use your Account. Additional Cardholders do not have accounts with us, but they are authorized to use your Account, and the additional Card linked to your Account, subject to the terms of the Agreement. Additional Cardholders who do not agree to the terms of this Agreement should immediately cease use of their Cards and either destroy or return such Cards to you. You are responsible for all use of your Account by Additional Cardholders and anyone they allow to use your Account. You must pay for all Purchases, Cash Advances, Interest Charges, Fees, and transactions made by Additional Cardholders or anyone they allow to use your Account. Once you authorize an Additional Cardholder to be issued a Card, the Additional Cardholder will continue to have access to your Account until you remove the Additional Cardholder in accordance with the removal procedures set forth above. You authorize us to give Additional Cardholders information about your Account and to discuss your Account with them. Additional Cardholders must take reasonable steps to prevent the unauthorized use of the additional Card and Account. If their additional Card is lost or stolen, the Additional Cardholder should tell us immediately by notifying us by phone at 800-468-7369.

Your Promise to Pay: You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Card or Account, you are responsible for all transactions that person makes.

Statements: We will generally send or make available to you a monthly Statement for each Account at the end of each Billing Cycle. Your Statement will arrive around the same time each month; however, we reserve the right to change the date of your Billing Cycle at any time to the extent permitted by law. Statements will reflect the activity and our Interest Charges, Fees, and other charges on your Account during the immediately preceding monthly Billing Cycle. They will also show your monthly minimum payment due and the due date by which we must receive payment. 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.

E-Statements: You may elect to receive electronic monthly Billing Statements ("E-Statements"). If you enroll in E-Statements, you consent to monthly Billing Statements being provided to you electronically. You may cancel your enrollment in E-Statements at any time by calling us at (800) 468-7369 available 24 hours, 7 days a week or change your preferences within the Advantage Connect app. You must indicate in your cancellation of the E-Statement service whether you intend to revoke your consent to all electronic communications or only opt out of receiving E-Statements. If you fail to specify your intent, we will assume you intend to revoke your consent to all electronic communications.

Disputed Transactions: You must inspect each Statement you receive. Tell us about any errors or questions you have regarding your Statements, as described in the "Your Billing Rights" section below. The information contained on the Statement will be deemed to be correct unless you notify us in accordance with the "Your Billing Rights" section below.

No Warranties: We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the "Your Billing Rights" Section.

Lost or Stolen Card; Liability for Unauthorized Use: You agree to take reasonable steps to prevent the unauthorized

use of your Card and Account. If your Card is lost or stolen, or if you think someone else may be using your Account without your permission, you must contact Customer Service immediately at 1-800-468-7369 or in writing at Customer Service, P.O. Box 2087 Omaha, NE 68103-2087. If out of the United States, you can call collect at 531- 262-5291. You will generally not be responsible for transactions on your Account that we find to be unauthorized; provided, however, that certain exceptions may apply and you may be liable for up to \$50. You agree to cooperate in our investigation of the unauthorized use and provide any information we deem necessary to our investigation. If we reimburse you for unauthorized transactions, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request. We will send you a new Card with a new Account number to replace the Card that was lost or stolen. Although you will be issued a new Account number, you will not be considered to have opened a new Account, and any existing balance will be transferred to the replacement Account.

Minimum Payment Due: Each Billing Cycle, you must pay us at least the minimum payment due by the Payment Due Date. Your Statement will tell you:

- (1) The minimum payment due,
- (2) Your new balance, which is the outstanding balance of your account at the end of the billing cycle.
- (3) The Payment Due Date, and
- (4) An explanation of when the payment must reach us for us to consider it received as of that date.

The “minimum payment due” is an amount equal to (1) the greater of a) three percent (3.0%) of the New Balance on your Account (less any disputed amounts), with the result rounded up to the nearest dollar amount or b) \$15; plus (2) any amount of your New Balance that is in excess of your credit limit; and plus (3) any past due amounts on your Account. If the New Balance shown on your statement is \$15 or less, the minimum payment due will be an amount equal to the New Balance

Returns and other credits to your Account will reduce your Card balance, but they will not be treated as payments or change your minimum payment due. In addition to the minimum payment, you may pay all or part of the total balance on your Account. But you must still pay at least the minimum payment due each Billing Cycle, even if you paid more than the minimum payment due in the previous Billing Cycle. We will continue to charge Interest Charges during Billing Cycles when you carry a balance on your Account, regardless of whether your Statement includes a minimum payment that is due.

Making Payments: Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your Card. You must send mailed payments to us as instructed on your Statement unless we tell you otherwise. Please allow at least one week for mailed payments to arrive and plan accordingly to avoid late payments.

Payment Instructions: Payments received in Proper Form by 5:00 p.m. CST on a business day will be credited as of the date received. Payments received after 5:00 p.m. CST on a business day and payments made on a Saturday, Sunday, or bank holiday will be credited to your Account the next business day. “Proper Form” means that a payment sent by electronic payment via automated clearing house (ACH), mail or courier follows these guidelines:

- ACH payments must be initiated and managed through the Advantage mobile app or website that provides you access to your Account information.
- Other payment options include personal check, money order, cashier’s check, or guaranteed funds (described below) in U.S. dollars payable to Advantage Financial Solutions. These payments must be sent to the address on the payment coupon of your monthly billing statement. Checks made payable to any other Payee or Party may be returned.
- All checks or negotiable instruments must be drawn on a U.S. financial institution and contain proper signatures and consistent numeric and written amounts.
- Payments must not be in the form of cash or third-party checks.

Guaranteed funds that are accepted include payments in the form of bank or postal money orders and bank cashier’s checks. This list may change. Please call customer service for a current list of payments accepted as guaranteed funds. Third-party payments are subject to review and may not immediately create available credit. At our discretion, we may accept late or partial payments, as well as payments that are marked “paid in full” or other restrictive endorsements, without losing any of our rights under this Agreement. You agree that we need not examine any payment check to confirm that it is not postdated, and that we may deposit any postdated check for payment to us on the day we receive it. Satisfaction of a debt for less than the full amount due or imposition of any other term or condition on us requires a written agreement, signed by our authorized representative. All written communications concerning disputed amounts, including Advantage Boost™ Credit is issued by MRV Banks© 2024. All rights reserved.

a check or other payment instrument that (a) indicates that the payment constitutes “payment in full” or is otherwise tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitations, must be marked or delivered to us at the address for billing inquiries shown on your monthly billing statement, not at the payment address. You waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extensions of time of payment and partial payment before, at, or after maturity. You may at any time pay more than your minimum payment or pay off your entire balance in full without any additional charge for prepayment. No matter how large your payment is in one billing cycle, you will need to make a payment in the following cycle if you have an outstanding balance. You are not authorized to use your available credit to make a payment on your Account and we may refuse such payments in our sole discretion. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

Other Payment Methods: 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 payment methods and any applicable Fee before you use them. You do not have to use these alternative payment methods to make payments on your Account.

We are not responsible if your financial institution rejects a payment made using any payment method. If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept a payment from another person on your behalf, you will be responsible for that payment, including, without limitation, payment of any Returned Payment Fee if a financial institution rejects the payment.

Declines and Authorizations: You agree that we shall have no liability if any merchant or bank refuses to honor your Card or Account number, if an ATM or other device fails to properly operate, or if payment services are unavailable due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, pandemic or other unpredictable events). Some transactions on your Account will require prior approval. These prior approvals are called “authorizations.” We may limit the number of authorizations we will give your Account during any certain period of time (day, weekend, week) and we may deny an authorization if we suspect that your Account is being used without your permission. If our authorization system is not working fully, we may be unable to give an authorization even though the transaction would not exceed your credit limit. For security reasons, we cannot explain the details of how the authorization system works. You agree that we will not be liable for failing to give an authorization. We are not obligated to honor every transaction, even if you have available credit. We may decline a transaction on your Account at our discretion for any reason including the following: because of operational considerations, because your Account is in default, or if we suspect fraudulent or unlawful activity. We are not responsible for any losses if a transaction on your Account is declined for any reason, whether by us or a third party, even if you have sufficient credit available. If the authorization is denied, we may notify the person who attempted the transaction that it has been refused. Transactions at some participating merchants (such as hotels, car rental companies, and restaurants) may result in authorizations for amounts greater than the actual purchase amount, which will have the effect of making less credit available on your Account for several days (usually until the date the actual purchase amount is received from the merchant).

Payment Processing and Payment Holds: We may accept and process payments without losing any of our rights. 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. You may not have full use of available credit until your payment has cleared, which may take up to seven (7) business days. 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.

When you send us an Item as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments: We will apply your payments in a Billing Cycle as follows:

- (1) We apply credits and payments up to your minimum payment due first to any interest and fees, then to the balance with the lowest APR, and then to balances with higher APRs.
- (2) We apply any part of your payment exceeding your minimum payment due to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all Items bearing restrictive words, conditions, limitations, or special instructions to:

Advantage Financial Solutions, LLC
Attn: Customer Service
P.O. Box 2087
Omaha, NE 68103-2087

This includes Items marked "Paid in Full" or similar language. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address; we may reject it and return it to you. We may also accept it and process it without losing any of our rights. Satisfaction of a debt for less than the full amount due or imposition of any other term or condition on us requires a written agreement, signed by our authorized representative.

Credit Balances: We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges or transactions on your Account. You may write to the address provided on your Statement or call Customer Service to request a refund of any available credit balance.

MILITARY LENDING ACT DISCLOSURE: The Military Lending Act provides protections for Covered Borrowers, as defined in at 32 C.F.R. § 232.3(g). The following provisions of this Military Lending Act Disclosure section apply to Covered Borrowers. If you would like more information about whether you are a Covered Borrower, you may contact us at 1-800-468-7369. If you are a covered borrower any waiver of right to legal recourse under any state or federal law (including but not limited to the waiver of defenses and the waiver of presentment, notice of dishonor, protest and all other demands and notices otherwise applicable), and any other provision in this Agreement that is not enforceable against you under the Military Lending Act, do not apply to you.

- (1) **Military Lending Act Notice:** 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 dependents may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).
- (2) **Oral Disclosures:** In order to hear these important disclosures related to the Military Lending Act, you may call 1-800-468-7369.
- (3) **Applicability of Binding Arbitration:** The Binding Arbitration section of this Agreement does not apply to Covered Borrowers.

Card Default: You will be in DEFAULT if:

- (1) You do not make your minimum payment by the due date;
- (2) Any payment you make is rejected, not paid or cannot be processed, resulting in your account being past due;
- (3) You exceed a credit limit or Cash Advance limit;
- (4) You file or become the subject of a bankruptcy or insolvency proceeding;
- (5) You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (6) We determine that you made a false, incomplete, or misleading statement to us, or you otherwise tried to defraud us;
- (7) You do not comply with any term of this Agreement or any other agreement with us; or

(8) You permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) Charge you Fees, or change the APRs and Fees on your Card, if permitted by applicable law and your Account documents;
- (2) Close or suspend your Card or the Card of any Additional Cardholder;
- (3) Lower your credit limit(s), including, without limitation, your Cash Advance limit;
- (4) Demand that you immediately pay the total balance owed on your Account;
- (5) Continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or
- (6) Initiate collection activity or pursue another action that is not prohibited by law.
- (7) Withdraw funds from your Secured Deposit account.

Notwithstanding the foregoing, if your Account is 180 days past due, is part of a bankruptcy or insolvency proceeding, or is otherwise charged off, the total balance on your Account is immediately due and payable. You promise to pay any collection costs and attorneys' fees that we incur as a result of your default. Our failure to declare your Account in default does not excuse you from performing all of your obligations under this Agreement, nor shall such failure constitute a waiver of our rights to declare the Account in default and terminate your ability to use the Account and the Card at a later time or upon the occurrence of the same or a different event of default. A negative credit report reflecting on your credit record may be submitted to one or more credit-reporting agencies if you fail to fulfill the terms of your credit obligations.

Communications: You agree that we may communicate with you by mail, telephone, email, fax, pre-recorded message, automated voice, text message or other means allowed by law regarding your Account. You agree that we may contact you at any telephone number (including a mobile telephone number) that you provide us and use an automated telephone dialing system or similar device to do so. You agree that your consent to receive calls and/or text messages sent to your mobile phone may be revoked by either (1) providing written notice of your revocation to us at Customer Service, P.O. Box 2087 Omaha, NE 68103-2087 or (2) contacting us by telephone at (877) 692-7049. Any written revocation notice should state your name, mailing address, specific telephone number(s) for which the revocation applies, and at least the last four digits of your Account number so that we may identify you and your Account. You further consent and agree, unless restricted by applicable law, that we may monitor and record telephone calls and other conversations regarding your Account and suppress caller identification services. If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account. You agree to be responsible for any charges associated with the form in which we choose to communicate with you.

Privacy Policy: The privacy policy applicable to your Account is provided separately in accordance with applicable law.

Credit Reports: You authorize us, our service providers, successors and assigns to obtain information about you at any time from a credit reporting agency until you pay off your Account with us. We may also verify your credit history, references, and other information that you provided to us, including verification through third parties. You agree to furnish us with all requested information. We may obtain updated or additional information about you, including, but not limited to, from consumer reports obtained from credit reporting agencies, for any legitimate purpose, including, without limitation, the extension of credit to you or the review or collection of your Account. Upon request, we will tell you if we have used a consumer report in connection with your application and provide you the name and address of the consumer reporting agency that provided the report to us. We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your and any Additional Cardholders' credit reports.

If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at Customer Service, P.O. Box 2087 Omaha, NE 68103-2087. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

Closing or Suspending Your Account: You may contact Advantage Boost Customer Service to ask us to close your

Account. We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default. If we close your Account, we will not be liable to you for any consequences resulting from closing your Account or suspending your credit privileges.

If we close or suspend your Account for any reason, you must stop using your Card and your Account. You must also cancel all preauthorized billing arrangements set up on the Card or Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all the amounts you owe on the Account.

Changes to Your Agreement: At any time, we may add, delete, or change any term of this Agreement, unless the law prohibits us from doing so. Unless prohibited by applicable law, these changed or new terms will apply to any Account balance outstanding on the effective date of the change and to all future balances. We will give you notice of any changes as required by law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

The Law That Applies to Your Agreement: 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 Missouri (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 Missouri law. You agree that this extension of credit is made, executed, and delivered in Missouri.

Waiver: 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 rights without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

Severability: If any provision of this Agreement, including any portion of the Binding Arbitration section set forth below, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Claim, as defined in the Binding Arbitration section below, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

Assignment: This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign, or transfer your Account or this Agreement to someone else.

We may sell, assign, or transfer your Account and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another reasonable manner at our sole discretion.

Benefits Disclosure: We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the Benefits Disclosure and the [Guide to Benefits](#) and other official documents provided to you from time to time by or on behalf of MRV Banks. We may adjust, add, or delete benefits and services at any time and without notice to you.

BINDING ARBITRATION: YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ACCOUNT ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION

REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION. COVERED BORROWERS UNDER THE MILITARY LENDING ACT ARE NOT SUBJECT TO BINDING ARBITRATION OR OTHER WAIVERS.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from and Claims made may be filed with JAMS (800.352.5267 or jamsadr.com) or the American Arbitration Association (800-778-7879, or www.adr.org). Arbitration hearings shall be held within the federal judicial district that include your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This binding arbitration provision shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this binding arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

The arbitrator shall enforce the applicable law in the Agreement and shall honor applicable statutes of limitations and claims of privilege. The arbitrator may award any relief available under applicable law, provided that the arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages.

You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person arbitration hearing or proceeding shall be held in the same city as the U.S. District Court closest to your billing address unless you and we agree otherwise.

The arbitrator has no authority to conduct class, joint, private attorney general or consolidated arbitration proceedings on any Claim and may award relief only on an individual basis. If you assert a Claim against us, we can choose to arbitrate. Claims brought as part of a class action, or any other representative action can be arbitrated only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of two (2) or more persons may not be combined in the same arbitration.

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties.

The terms of this binding arbitration provision remain in full force and effect unless you opt-out by providing us written notice of your election to opt out of binding arbitration as provided below or otherwise agree in writing to set the terms aside. These terms survive, for example but without limitation, the cancellation or termination of the Agreement or your Account, the satisfaction of any obligations under the Agreement or your Account, the transfer, sale, or assignment of the Agreement or your Account or any rights under either, and the bankruptcy of any party.

If any part of these terms are found unenforceable, subject to any rights to judicial and/or appellate review, the offending

part shall be severed and the balance of the terms shall remain in effect and shall be construed in light of the express intent of you and us to resolve all claims on a bilateral basis in binding arbitration.

You may opt-out of this binding arbitration provision by sending written notice to us of your decision to opt-out. Notice must be sent by United States Postal Certified Mail, Return Receipt Requested, to the following address: Customer Service, 1125 E. Campbell Rd. Suite 175, Richardson, TX 75081. The notice must be postmarked no later than 30 days after the date of Account opening when you received this Agreement. You must retain proof of receipt. Your opt-out notice must state that you reject the binding arbitration terms and include your name, address, Account number and personal signature. No one else may sign the opt-out notice. Your opt-out notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Your decision to opt-out will not affect our decision to continue to extend credit to you under the Agreement.

YOUR BILLING RIGHTS

KEEP THIS NOTICE 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 Monthly Billing Statement

If you think there is an error on your monthly billing statement, write to us at the address listed on your monthly billing statement. 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 first appeared on your monthly billing statement
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your billing 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 \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (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 Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your 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:

Advantage Financial Solutions, LLC
Attn: Customer Service
1125 E. Campbell Rd., Suite 175
Richardson, TX 75081

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.

State Disclosures

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

New York Residents: New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rate, fees, and grace periods. New York State Department of Financial Services (800) 342-3736 or www.dfs.ny.gov.

New York, Rhode Island, and Vermont Residents: We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing, and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports.

Notice to California Residents: A married applicant may apply for a separate Account. After credit approval, each applicant shall have the right to use the Account up to the limit of the Account.

Notice to Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time

credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. **Wisconsin marital property law requires us to collect certain information about your spouse in order to provide notice that we have extended credit to you under this credit plan.**

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer Reporting Agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Oregon Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

Glossary

- **“Additional Cardholder”** means any Authorized User who is issued an additional Card to access your Account.
- **“Authorized User”** means anyone who uses a Card or your Account with your consent.
- **“Billing Cycle”** means the period of time reflected on a Statement. This period may vary in length, but is approximately 25 days. You will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a Billing Cycle as a “Billing Period.” If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.
- **“Card”** means any Secured Advantage Boost Credit Card issued by MRV Banks associated with your Account. This includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.
- **“Cash Advance”** means a loan in cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.
- **“Fees”** means charges imposed on your Account not based on the Annual Percentage Rates.
- **“Interest Charges”** means any charges to your Account based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.
- **“Purchase”** includes (a) a transaction using your Card or Account to purchase or lease goods or services from one who honors the Card or Account; (b) any other Account related Fees; and (c) any other transaction that is not otherwise a Cash Advance.
- **“Statement”** means a document showing important Account information, including all transactions billed to your Account during a Billing Cycle and information about what you must pay. We may also refer to your Statement as a “Periodic Statement” or a “Billing Statement.”