

Patriot Bank, N.A. IO Charge Card Agreement

Last Updated December 2024

Payment Information
All charges made on this charge card are due and payable at the end of each billing cycle.

Fees	
Annual Fee	None
Transaction Fees • Foreign Transaction	3% of each transaction in U.S. dollars
Penalty Fees • Late Payment	None

This IO Charge Card Agreement sets forth the requirements for your participation in the IO Charge Card by Mercury Technologies, Inc program (the “**Program**”) and the terms that govern your use of the IO Charge Card (“**Card**”). The Cards are issued by Patriot Bank, N.A. (“**Issuer**”), the financial institution responsible for extending credit to you pursuant to this agreement. The terms “**You**” and “**your**” mean the Company and the Users authorized by you to use Cards. The terms “**we**,” “**us**,” and “**our**” mean Issuer and Issuer’s successors, affiliates, assignees, and service providers. Issuer has entered into an agreement with Mercury Technologies, Inc. (“**Mercury**”) in which Mercury agrees to provide certain technology services to Issuer related to the Cards and Card accounts (“**Card Accounts**”). Mercury is responsible for facilitating communication between you

and us, but Mercury is not your agent and Mercury has no obligations to you except those set forth in this agreement.

This agreement is supplemented by the Mercury Terms of Use, the Mercury Privacy Policy, the Issuer Privacy Policy and all other applicable agreements between you, Issuer, and Mercury. You also agree to receive all notices and other communications from us electronically. We reserve the right to make unilateral modifications to this agreement and we will provide notice of these changes by posting an updated version to Mercury's legal page.

Capitalized terms that are not defined in this agreement have the definitions provided in the [Mercury Terms of Use](#).

BY OPENING A CARD ACCOUNT, YOU AGREE TO EXCLUSIVELY USE THE SERVICES AND TECHNOLOGY OFFERED BY MERCURY TO INSTRUCT US WITH RESPECT TO YOUR CARD ACCOUNT.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. SECTION 3 OF THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Cards and Card Accounts.

A. Eligibility. You must have a deposit account at a bank partner through Mercury ("Account") in good standing prior to opening a Card Account and requesting Cards. Please note that there may be separate fees associated with having an Account from those charged in connection with your Card Account. To help the government fight the funding of terrorism and money laundering activities, US Federal law requires that we obtain, verify, and record information identifying companies and their beneficial owners. Mercury will provide Company Information to us and other third-party service providers

to determine your eligibility for a Card Account. We rely on the accuracy of the Company Information you provide us when opening and maintaining your Card Account. We may deny your application, suspend Cards or your Card Account or close your Card Account if your Company Information is out of date, incomplete, or inaccurate. You are responsible for notifying us of any changes to your Company Information. You should notify us as soon as possible if you change your beneficial ownership information. We will periodically review your Card Account and we may ask you for additional Company Information to establish the amounts you can spend using the Card (“**Spending Limit**”), and for other purposes related to your Card Account. We may also request a credit report on your Company and its principals. You will promptly provide us all information we request, and you authorize us to request such credit reports in the event we choose to request them. We may exchange information with business credit reporting agencies or other financial service providers we or Mercury may use when evaluating your eligibility for a Card Account.

B. Card Requests and Activation. Administrators may request virtual or physical Cards for Users by logging in to your Account. We may refuse to issue any requested Card in our sole discretion. Cards are non-transferable, and we have the right to cancel, revoke, or suspend any Card at any time without notice. To activate a Card, log in to your Account and follow the Card activation instructions, or follow the instructions you received with your Card. Please sign the signature panel on the back of the Card as soon as you receive it (if applicable). You may request a replacement Card by logging in to your Account. Every Card we issue to you under your Card Account remains our property, and you agree to destroy any Card and to discontinue its use upon our request. Additional limitations on the number of Cards we will issue to you in connection with your Card Account are set forth in your Account.

2. Using Cards.

A. Card Account Security; Liability for Unauthorized Use. You are solely responsible for: (i) securing Cards, Card Account passwords, Card Account numbers, CVV, PIN and all other Card security features (“**Card Data**”); (ii) all charges, fees, penalties and

related losses resulting from a User's failure to exercise reasonable care in protecting Cards from loss or theft, or failure to promptly report loss or theft; (iii) any actions or failure to act on the part of Administrators or Users, (iv) payments initiated by any person given access to Cards even if they are not the person associated with or named on the Card; and (v) all other activity that occurs on your Card Account. You must notify us immediately by emailing us at help@mercury.com if your Card is lost or stolen or you believe someone is using your Card without your permission.

B. Prohibited Use; Restrictions. Only Users authorized by you or an Administrator may use Cards issued to you, and Users may only use Cards on behalf of your business for legitimate business purposes. You agree that all payments, charges, cash advances and any other transactions ("**Transactions**") you make using your Card will be treated as business Transactions made solely for business purposes. You may not: (a) use Cards for unlawful, personal or consumer purposes, for any purpose prohibited by the Mercury Terms of Use, or in any manner prohibited by the rules of the payment network identified on the front of the Card ("**Payment Network**"); (b) give your Card or Card Data to others or allow them to use your Card for charges, identification or any other purpose; (c) return goods or services obtained using your Card for a cash refund; (d) use your Card to obtain cash from a merchant for a charge recorded as a purchase; (e) use your Card for Transactions that do not represent bona fide sales of goods or services (such as making purchases from businesses owned by you); (f) use your Card if your Company is bankrupt or insolvent, or if you honestly do not expect to be able to pay for the Transactions at your next payment date; (g) use of your Card in or for the benefit of a country, organization, entity, or person on sanctions lists identified by OFAC or who is embargoed or blocked by any government.

We, Mercury, the Payment Network or an Administrator may impose geographic or high-risk merchant location restrictions, restrictions to comply with applicable laws or to reduce our liability; and other restrictions to prevent fraud and other losses. We may also block categories of Transactions at the request of your Administrator. For security reasons, we may, with or without prior notice to you, limit the type, amount, or number of Transactions you can make on your Card. We or your Administrator may increase, reduce, cancel, or suspend any of these restrictions or add new ones at any time. We

will not be liable to you if: (i) we refuse to authorize a Transaction because you have exceeded your Spending Limit; (ii) a merchant refuses your Card; (iii) an ATM does not have enough cash; (iv) a merchant's Card reader does not operate properly, and you knew about the problem when you initiated the Transaction; (v) we have blocked access to your Card after you reported your Card lost or stolen; (vi) we have placed a hold on your Card due to a legal or administrative process or other encumbrance restricting their use; (vii) we believe the requested Transaction is unauthorized; (viii) circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the Transaction; or (ix) any other exception stated in this agreement. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. If you use Card Data without presenting the Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself. If you request and we issue you 10 or more Cards in connection with your Card Account, then you agree to waive the limitations on your liability for unauthorized use of the Cards under the Truth in Lending Act.

If you add your Card to a digital wallet, you are solely responsible for maintaining the security of your digital wallet credentials. By sharing your Card Data with any other person, you are expressly authorizing them to access your Card Data and your Account, and initiate Transactions on your Card using the digital wallet service. We are not the provider of the digital wallet, and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to enable usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any Transaction. We are not responsible for the performance or nonperformance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or their third-party service providers. WE ARE NOT RESPONSIBLE FOR THE QUALITY, PERFORMANCE, OR ACCURACY OF THE DIGITAL WALLET SERVICE. YOUR USE OF THE DIGITAL WALLET SERVICE IS AT YOUR OWN RISK.

C. Fees. The Fees in connection with your Card Account are summarized in the Fees disclosures at the beginning of this Agreement. We do not charge any fees for initial issuance of Cards or your Card Account. If you make a Transaction in a currency other than United States dollars (“**USD**”), the amount of the Transaction will be converted into USD, and you may have a foreign exchange fee for the conversion. The exchange rate between the Transaction currency and the billing currency used for processing international transactions is a rate selected by the Payment Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Payment Network itself receives, or the government-mandated rate in effect for the applicable central processing date. For each Transaction you make in a currency other than USD, we will charge you a foreign transaction fee of 3.00% of the Transaction in USD based on the amount of the Transaction as converted into USD and appearing on your periodic statement.

D. Receipts; Account Statements; Disputed Transactions. The Payment Network requires merchants to provide a record of your authorization for each Transaction using your Card, including copies of any contracts signed by you or invoices issued to you by the merchant (collectively, “**Receipts**”). You should obtain a Receipt at the time you make a Transaction using your Card to verify your Transactions. You can view a record of all Transactions and fees (“**Account Statement**”) by accessing your Account, but you should be aware that the records in your Account Statement are not the equivalent of a Receipt. We will not send you a periodic Account Statement by mail, but you can download it from your Account at any time. You should review your Account Statement regularly and compare it with your Receipts as evidence for reporting Transactions that are erroneous or unauthorized. If you and a merchant have a dispute regarding a Transaction identified on your Account Statement (a “**Disputed Transaction**”), such as delivery of incorrect goods or services or being charged the wrong amount, you should first attempt to resolve the dispute with the merchant. If the dispute is not resolved to your satisfaction or if you believe the Transaction is unauthorized, you may initiate a chargeback through your Account. You must report any Disputed Transaction no more than 60 days after the Disputed Transaction is posted to your Account Statement. The Payment Network does not accept, and we will not process any Disputed Transactions

reported more than 60 days after the Disputed Transaction or error posted to your Card Account. Notices for Disputed Transactions must specify the Company, User, details about the Transaction, Receipts, and an explanation of your belief that the Disputed Transaction was made in error or was unauthorized. The information you submit will be reviewed in a commercially reasonable manner. Your Card Account is commercial in nature and, thus, the Electronic Funds Transfer Act and Regulation E do not apply to Disputed Transactions. By accepting this agreement, you assign and transfer to us or our agents any rights and claims, excluding tort claims, that you may have against a merchant for any Disputed Transaction fully or partially credited to your Card Account.

E. Spending Limits. We or Mercury may impose Spending Limits on individual Transactions, and on daily, weekly or monthly Transaction amounts on your Card with or without notice to you. Your Spending Limits are subject to periodic review and may change based on your Card Account history, Transaction activity, information from your Linked Accounts, Company's business type, and other factors. For security reasons, we, Mercury or your Administrator may also limit the amount or number of such Transactions you may make. We may not disclose your Spending Limits but may explain whether specific Transactions or monthly volumes may exceed any Spending Limits upon request. Spending Limits are dynamic and may be modified at any time with or without notice to you, including temporarily increases or decreases or reducing Spending Limits to \$0. We may attempt notify you before or soon after a potential Spending Limit decrease for your Cards, but we may not always be able to do so.

F. Authorization Holds. When you use your Card to purchase goods or services from certain merchants, such as a hotel or a car rental agency, the merchant may request authorization from us in advance. In the event of such a request, we may place a hold on your Card Account for up to 7 days for the amount of the request, which may reduce your Spending Limit during the hold period. In some cases, a merchant may request pre-authorization for a Transaction, which may be subject to a hold on your Spending Limit for up to 30 days. Merchants may decide to increment the pre-authorized amount if the amount is insufficient for the final purchase, or, they may request to extend the same authorization amount if the final purchase date will be in the future. These events may result in a hold on your Spending Limit for up to another 30 days from the

adjustment date. We will not be responsible for any Transactions not completed because of a hold. If the preauthorization request varies from the amount of the actual Transaction, we will reduce your Spending Limit by the amount of the preauthorization request.

G. Payments. You are responsible for payment in full of all Transactions and Fees identified on your Account Statement at the end of each billing cycle (“**Billing Cycle**”). Depending on the information we receive from you when you apply for a Card Account, your Billing Cycle may be daily, weekly, monthly, semi-monthly, or another billing period at our sole discretion. We will specify your Billing Cycle and the Account Statement due date (“**Payment Date**”) in your Account. At the end of each Billing Cycle, Mercury will automatically debit the Deposit Account you indicated in your Account in the amount of the Account Statement balance. You may associate more than one Deposit Account to pay your Account Statement balance. If available as an option, you may also provide us an external bank account through your Account (a “**Linked Account**”, and together with the Deposit Accounts, the “**Funding Accounts**”) to pay all or a portion of your Account Statement balance. If there are insufficient funds in your preferred Deposit Account to pay the full amount due on your Account Statement, you authorize us to automatically debit the unpaid remaining balance from first, your secondary Deposit Account (if any) and second, your Linked Account. If the Billing Cycle ends on a day that falls on a weekend or a U.S. federal holiday, we may debit your Funding Accounts the last business day prior to the end of the Billing Cycle. If the automatic debit from your Funding Accounts fails for any reason, we will attempt to debit your Funding Account again. You may also make payments at any time by logging in to your Account. You may not make payments via check or wire transfer.

H. Linked Accounts Access Authorization. As further detailed in this authorization, you authorize us to access any and all data and information associated with any deposit or debit accounts you obtained through Mercury or that you have linked to Mercury’s website or mobile application through Plaid or any other provider (each such account, a “**Linked Account**”) and to use such data and information (“**Linked Account Data**”) for any lawful purpose in connection with processing your application or servicing your Card Account.

Your Linked Account Credentials In order to establish a Linked Account for a deposit or debit account that was not obtained through Mercury, you will need to provide your credentials for accessing the Linked Account, such as access numbers, passwords, security questions and answers, account numbers, and other login information (“Linked Account Credentials”) through our integration with Plaid or another provider. You represent that any Linked Account Credentials provided are your Linked Account Credentials and not those of a third party. Your Consents You authorize us to use your Linked Account Credentials to access the accounts designated by you through our integration with Plaid or any other provider. You represent that you have the authority to authorize, and hereby expressly do authorize, us to access third-party websites, systems, and applications and retrieve and use your Linked Accounts Data. You also expressly authorize the providers of your Linked Account to share and disclose your Linked Account Data to us on your behalf. In addition, you agree we may use your Linked Account Credentials to access your accounts for as many times and for as long as this authorization remains in effect. You consent to use your Linked Account Data for any lawful purpose in connection with processing your application or servicing your Card Account, includes: (i) assessing and verifying your income and assets; (ii) underwriting or servicing your Card Account, including to engage in collections; (iii) in accordance with your instructions; (iv) to maintain, improve, and develop our services; (v) for any internal purpose, which includes in connection with any affiliate, as permitted by applicable law; and (vi) in a deidentified, anonymized, or aggregated manner for any lawful purpose. You also understand and agree that the Linked Account Data that we obtain in connection with your Linked Account may include payment information related to the provision of health care services.

I. Terminating Your Consents. You may not terminate your authorizations and agreements concerning any Linked Account that was obtained through Mercury. You may, however, close such accounts, which will terminate our ongoing collection of information concerning such accounts. You may terminate your authorizations and agreements concerning your other Linked Accounts by contacting us at support@mercury.com or unlinking your account through Plaid or another provider. You agree that we shall have a reasonable period of time to process your notice of

termination. We may retain any Linked Account Data we have collected for whatever length of time we determine in our sole discretion.

J. Your Providers. You acknowledge and agree that we have no control over and no liability with respect to third-party providers of the Linked Accounts and that some providers may prevent, delay, or impede us from accessing your Linked Account Data or provide inaccurate or incomplete Linked Account Data.

K. Authorization to Debit Funding Accounts; ACH Authorization.

THIS SECTION PROVIDES AUTHORIZATION TO AUTOMATICALLY DEBIT YOUR DEPOSIT ACCOUNTS AND LINKED ACCOUNTS, INCLUDING LINKED ACCOUNTS NO LONGER CONNECTED TO YOUR CARD ACCOUNT, FOR ALL AMOUNTS YOU OWE UNDER THIS AGREEMENT. PLEASE READ IT THOROUGHLY.

You authorize us or Mercury and our or their respective successors and assigns to collect amounts owed under this agreement by debiting funds from your Funding Accounts (including Funding Accounts no longer connected to your Account). If we, Mercury or our respective assigns use the Automated Clearinghouse (**ACH**) network to debit your Funding Account, the debits will be governed by the rules established by the National Automated Clearinghouse Association (**NACHA**) for business-related ACH debits. You also authorize us to debit your Deposit Accounts or Linked Accounts for verification purposes (through microdeposits or similar means). We may initiate debits you have authorized in our name or in the names of our successors or assigns.

You also authorize us to debit your Funding Accounts immediately for the amount of your Account Statement balance and any other amounts you owe us before the due date or at any other time during the Billing Cycle and without additional notice if: (a) the total aggregate balance of your Funding Accounts connected to your Card Account is less than the balance minimums required by our underwriting criteria; (b) you do not satisfy one or more of our other underwriting or credit requirements; (c) you or the amounts you owe us pose or may pose an unacceptable risk to us, Mercury, our service providers, or our or their respective successors or assigns; (d) you are unlikely to be

able to pay your Account Statement balance at the end of the Billing Cycle because you (i) do or we believe you may cease to exist, (ii) take any action to dissolve or wind up your affairs, or (iii) engage in voluntary or involuntary bankruptcy filings, or such case is filed by or against you, or a receiver or trustee for the benefit of creditors is appointed for you; (e) you have breached the terms of this agreement; (f) you are in default of any other agreement with us, Mercury or any of our or Mercury's service providers; or (g) you or we close your Account. In the event there is an error in processing an electronic debit, you authorize us to correct the error by initiating an electronic credit or debit to the relevant Funding Account in the amount of such error on or after the date such error occurs.

To withdraw your debit authorization from a Funding Account under this Section H, you must provide us 30 days' notice. If you withdraw the debit authorization from all Funding Accounts, you must pay all Transactions, Fees, and other amounts not yet reflected on your Account Statement balance immediately, and you authorize us to debit your Funding Accounts for such amounts before the withdrawal of authorization takes effect. Withdrawal of a debit authorization does not terminate the Mercury Terms of Use, or your obligation to pay all amounts owed under this agreement.

L. Failure to Pay; Collections; Set-Off; Security Interest. Any failure to pay the full amount you owe us when required is a breach of the Mercury Terms of Use and this agreement. If you fail to pay the full Account Statement balance amount on time from your Deposit Accounts, we may attempt to collect the unpaid balance from your Linked Account, whether or not your Linked Account is currently connected to your Card Account. We may collect partial payments for unpaid amounts from any Funding Account, but any partial payment is not a waiver of our rights and will not satisfy your obligation to pay us in full. If we cannot collect the amounts via Automated Clearinghouse (**ACH**) network or another method, you agree to immediately pay all amounts you owe as directed by us. You are responsible for legal fees, collections fees and all related costs or expenses that we or Mercury incur in the process of collecting overdue payments, and you are responsible for paying interest on such amounts at up to the maximum rate permitted under law, to the extent we decide to charge such interest. For the purposes of collections of amounts owed, Mercury is a third-party

beneficiary authorized to pursue collections of all amounts you may owe under this agreement. We may set off, debit, or collect any amounts you owe from amounts in any Deposit Account that you hold jointly with a third party or open in the future with one of Mercury's Deposit Account Banking Providers, even if you have closed your Deposit Account or we have closed your Card Account. We may exercise this right against you or any of your respective successors or assigns, or any assignees for the benefit of your creditors, trustees, or receivers of Company assets. This right will exist even if we do not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.

M. Security Interest. Subject to any limitations imposed by applicable federal or state law and in addition to other remedies available to us, to secure the amounts you owe us you hereby grant us a security interest in all amounts and property of yours now or hereafter in possession of or on deposit in your Funding Accounts, whether held in general or special account or deposit or for safekeeping or otherwise. We may exercise every such security interest and right of setoff without demand without notice to you. No security interest or right of setoff will be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of setoff, or by any delay in doing so. Every security interest and right of setoff will continue in full force and effect until we specifically waive or release such security interest or right of setoff by an instrument in writing executed by us.

N. Closing or Suspending Your Account. We may refuse to authorize any Transaction or may close or suspend your Card Account or any Card at any time if we believe, in our sole discretion, that you or your Card Account present an unacceptable level of financial, reputational or regulatory risk. We may condition the reactivation of your Card Account or Cards upon payment of amounts owed. We may require you to provide financial and other information we deem necessary, including any information we need to comply with legal or regulatory requirements and our internal policies and procedures. If we do, you agree to provide the information to us. You may close your Card Account by contacting us or emailing us at help@mercury.com. You must pay all amounts owed under this agreement prior to closing your Card Account.

3. Additional Terms.

A. Notices and Communications. You consent to accept all legal other notices from us electronically and you understand this has the same legal effect as a physical signature. We may send notices to your Card Account, your Account or to the Company, Administrator, or User email addresses or phone numbers maintained in your Account. Notices are considered received 24 hours after delivery to you. To properly receive electronic notices, you must keep all software on your devices up-to-date. You are responsible for costs you incur from internet or mobile service providers for sending or receiving these notices. You understand that acceptance of electronic notices is required under this agreement and that you may only withdraw this consent by closing your Card Account.

B. Limitation of Liability. We are not liable to you for consequential, indirect, special, punitive, putative, or exemplary damages, lost profits, or lost revenues; whether or not we were advised of the possibility of such damage, and regardless of whether such damages were foreseeable. Our maximum liability to you under this agreement is limited to \$100.00, not including any amounts we owe you under Section 2D. This limitation applies regardless of the legal theory on which your claim is based.

C. Indemnification. You agree to defend, indemnify and hold harmless us, Mercury and our service providers, and their respective subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, and our third-party service providers, from and against any and all claims brought against us by any third party for damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of, related to, or resulting from: (a) your use of and access to the Card and your Card Account, (b) your violation of any term of this agreement; (c) your violation of any applicable law, rule or regulation; (d) your intentional misconduct; or (e) any other party's access and use of the Card authorized by you.

D. Governing Law. Your Card Account is held in, and this agreement is entered into and is governed by the internal laws, and not by the laws regarding conflicts of laws, of the

State of Connecticut. Each Party hereby submits to the jurisdiction of the courts of such state, and waives any objection to venue with respect to actions brought in such courts. However, when federal law applies, federal law will be used instead of laws of Connecticut. If any part of the agreement is unenforceable, this will not make any other part unenforceable.

E. Severability. In the event that any part of this agreement is deemed by a court, regulatory authority, or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision will be deemed to have been omitted from this agreement. The remainder of this agreement will remain in full force and effect, and will be modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.

F. Survival. All representations and warranties herein, and all provisions that would allow a party to enforce its rights hereunder, will survive any termination or expiration of this agreement.

G. Assignment. Your rights and obligations under this agreement are personal and you may not assign them either voluntarily or by operation of law, without our prior written consent.

H. No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Mercury's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

H. Entire Agreement; Amendments. This agreement constitutes the entire agreement between you and us Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between you and us with respect to the subject matter of the agreement. We can amend any of the terms of this agreement at any time by providing notice at least 7 days prior to the effective date of the amendment; except that we may only make amendments to Fees 30 days prior to the effective date of the amendment. If you use your Card after the effective date of the amendment, you will be

considered to have agreed to the new terms even if you have sent notice to us objecting to the amendment. At our option, we may also make any such amendment if you elect to use your Card Account after the effective date of the amendment. We may apply any amendments to all outstanding amounts you owe us and to any future Transactions on the Card Account.

I. Jurisdiction; Waiver of Jury Trial; Class Action Waiver. You waive any objection to jurisdiction or venue on grounds that you are not a resident of the county or state where our offices are located. You authorize us to bring any action to enforce your obligations under this agreement in any state court having jurisdiction or in the United States District Court for any District where our offices are located.

YOU AGREE THAT WE MAY SELECT THE COURT IN OUR SOLE DISCRETION. YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR THE CARD ACCOUNT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) NO ARBITRATION OR PROCEEDING WILL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED OR RESOLVED ON A CLASS ACTION-BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

J. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US AND MERCURY.

1. This Arbitration provision sets forth the circumstances and procedures under which Claims (as defined below) will be arbitrated instead of litigated in court upon the election of any party. If you do not want to arbitrate all Claims as provided in this agreement, then you have the right to reject such arbitration provisions by delivering a written notice to at legal@mercury.com, Attention: Legal Department within 30 days after the date you have entered into this agreement. Your rejection of any arbitration provisions does not affect any independent arbitration agreements with third parties, and you remain subject to any arbitration, class action or jury trial waiver or dispute resolution processes set out in those separate agreements. For any Claim, you agree to first email legal@mercury.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute it has with you after 60 days, such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). Any election to arbitrate, at any time, will be final and binding on the other party.
2. Definitions. The term "Claim" means any claim, dispute or controversy between you and us, or between you and us and any of our agents or retailers, arising from or relating to the Card or this agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this agreement, including the validity, enforceability or scope of this Arbitration Provision or the agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of available credit on your Card; (iii) advertisements, promotions or oral or written statements related to your Card, goods or services purchased with your Card; (iv) the benefits and services related to with your Card; and (v) your application for any Card. We will not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court will be pursued only in arbitration. As used in this Arbitration Provision, the terms "we" and "us" will for all purposes mean us, Mercury, and any wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns of us or Mercury; and all our and Mercury's agents, employees, directors and representatives. In addition, "we" or "us" will include any third party using or providing any product, service or benefit in connection with your Card (including,

but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” means all persons or entities approved by us to have or to use a Card, including but not limited to all persons or entities contractually obligated under any of your agreements with us or Mercury.

3. **Initiation of Arbitration Proceeding/Selection of Administrator.** Any Claim will be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims will be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you will have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.
4. **Significance of Arbitration.** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR WILL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.
5. **Restrictions on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Card Account holders, Users, or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between

you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

6. **Arbitration Procedures.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA. The arbitration will be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision will control if it is inconsistent with the applicable Code. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law and, at the timely request of either party, will provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator will not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days after receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who will notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator will take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which will consider anew any aspect of the initial award objected to by the appealing party. The appealing party will have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal will be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one 120 days of the date of the appellant's written notice. The decision of the panel will be by majority vote and will be final and binding.
7. **Continuation.** This Arbitration Provision will survive termination of your Card as well as voluntary payment of any debt you owe us in full, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion

of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it will not invalidate the remaining portions of this Arbitration Provision, the agreement or any prior agreement you may have had with us, each of which will be enforceable regardless of such invalidity.