

## **– Agreement & Disclosures**

This Agreement and Disclosures, together with the enclosed table of Interest Rates and Interest Charges (the “Account Opening Disclosure”), the credit card application Customer submitted for this account (the “Application”), the Rules (as defined below), any additional terms and conditions pertaining to promotional offers as offered from time to time, and the Guide to Benefits (as defined below), form the “Agreement” that governs the credit card account established by us for Customer and each Mastercard® credit card issued to a Cardholder (each a “Card”). In regards to the Business Rewards Select Mastercard® Credit Card, the Pledge of Certificate of Deposit is also part of the Agreement for that Account. Unless otherwise specifically stated herein, all the terms of this Agreement apply to the Business Rewards Preferred Mastercard® Credit Card and the Business Rewards Select Mastercard® Credit Card.

Customer must read and keep this Agreement for its records and future reference. We will send Account materials, including Cards, Statements, and notices to the Administrator, who will be responsible for delivering those materials to the Cardholders and Authorized Users. Notice to Customer will be considered notice to all Cardholders and Authorized Users.

### **Defined terms as used in this Agreement:**

“**Administrator**” means the person designated by Customer to be the Customer’s representative for all Account purposes, acting on behalf of the Customer to manage the Account and the day-to-day Card activity of the Cardholders and Authorized Users, except for the designation or removal of an Administrator and credit and liability related issues, including but not limited to: (1) requesting cash advances; (2) requesting balance transfers; (3) adding new Cardholders; (4) removing existing Cardholders; (5) making payments or establishing auto payments; (6) Setting cash advance limits and initial ATM PIN for each Cardholder; (7) setting credit limits for each Cardholder; and (8) closing the Account. The Administrator acts on behalf of the Customer and any action applying to the Customer, except as set forth herein, applies to the Administrator.

“**Account**” means the credit card account established by us for Customer, and includes all Sub-Accounts issued to Cardholders at Customer’s request.

“**Active Business Account**” applies only to the Rewards Preferred Mastercard® Credit Card and refers to Customer’s business checking, savings, money market, Certificate of Deposit account or loan that must be held at Ocean Bank for as long as the Account remains open.

“**Authorized User**” means if Customer requests that we issue a Card on this Account, or if Customer gives a Card or Card number to another person not a Cardholder, such person is an “Authorized User”. All Card Holders are Authorized Users but not all Authorized Users are Cardholders.

“**Bank**”, “**we**”, “**us**” means Ocean Bank, a Florida banking institution with its main office located in Florida, and its successors and assigns.

“**Billing Account**” means the Account under which all Cardholder Sub-Accounts reside and to which, for billing and payment purposes, all charges to each Card issued to a Cardholder, including but not limited to all transactions, fees and interest, automatically flow to.

“**Cardholder**” means the person in whose name a Card is issued at the request of Customer, through its Administrator.

“**Charge**” means any amount added to the Account, such as purchases, balance transfers, fees and interest charges.

A **purchase** is a charge for goods or services. A **balance transfer** is a charge to pay an amount you owe on another credit card account.

“**Credit Limit**” means a limit within the Credit Line granted Customer. It includes but is not limited to a monthly limit for all Cardholder transactions and the credit limits assigned to each Cardholder by the Administrator. Cardholder Credit Limits reset each month and are limited by the company available balance. Individual Credit Limits may exceed the Credit Line total, but total spending may never exceed company Credit Line.

“**Credit Line**” means the amount of credit extended to Customer under the Account, based on our underwriting criteria and a variety of factors.

“**Customer**” means the legal entity that applied for the Account, referred to in the Application as the “Applicant”.

“**Grace Period**” means any period of time during a Billing Cycle when the Customer will not accrue interest on certain transactions or balances as more fully set forth in this Agreement.

“**Guarantor**” means Customer’s Guarantor under the Rewards Preferred Mastercard® Credit Card, pursuant to the terms of his personal guaranty as contained in the Application.

**"Guide to Benefits"** means the Mastercard® Guide to Benefits for Cardholders available at [www.oceanbank.com/creditcard/documents/benefits\\_commercial.pdf](http://www.oceanbank.com/creditcard/documents/benefits_commercial.pdf) or by clicking the link from our Ocean Bank Business Rewards Preferred or Ocean Bank Business Rewards Select information pages on [www.oceanbank.com](http://www.oceanbank.com). All Mastercard® benefits are subject to the terms and conditions listed in this Guide.

**"Payment Due Date"** means the payment due date shown on the Statement for each Billing Cycle in which there is a New Balance on the Account.

**"Pledged Deposit Account"** applies to the Business Rewards Select Mastercard® card only. It is a Certificate of Deposit established and maintained at Ocean Bank and pledged as collateral to us as a condition of the Account.

**"Relationship Manager"** is the Ocean Bank officer assigned to service the Account.

**"Statement"** means the Account statement sent to Customer at the end of each monthly billing cycle if there was activity on the Account.

**"Sub-Account"** is the account number reflected on each Card issued to a Cardholder for Cardholder identification purposes, each of which forms part of the Account.

**"You"** or **"Your"** means or refers to the Customer and includes any corporate parents, subsidiaries, affiliates or related persons or entities.

**Customer agrees that each Authorized User will not use the Card or Account for any unlawful or illegal purposes. Such transactions include, but are not limited to, online gambling transactions. We reserve the right to block all such transactions. If any such charge or transaction is approved and processed, Customer will still be liable for the charge.**

**Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

**Agreement.** This Agreement governs the possession and use of the Card issued by us and applies to all Cards issued to Cardholders or the use of any Card or the Account by any Authorized User. Each Cardholder and Authorized User must be at least 18 years of age to use the Account. Every time a Cardholder or an Authorized User uses the Account Customer consents and agrees to this Agreement, as amended from time to time, and to the terms contained on the Card and Access Devices signed or accessed by or given to Customer or any Cardholder. If there is a conflict between the terms of this Agreement and the terms on the Access Device, or any other forms signed by or given to Customer or any Cardholder to evidence a credit card transaction, the terms of this Agreement will govern.

**Credit Line for Business Rewards Select Mastercard® Credit Card only.** We will determine the amount of credit extended, based on our underwriting criteria and a variety of factors. To receive an Ocean Bank Business Rewards Select Mastercard® Credit Card, Customer must meet our credit qualification criteria and provide us with collateral in the form of a first position security interest in a Certificate of Deposit, held with us, for an amount sufficient to secure the credit extended, but in no event for less than the approved Credit Line (see the **Security Interest** section below for more details). Cash advance limits are set by us and may not exceed, in the aggregate, 25% of the line of credit at any given time. The amount of the Credit Line will be reflected on the Statement. Within the cash advance limit set by us, Customer may designate sub-limits for each Cardholder, the aggregate of such sub-limits not to exceed the cash advance limit set by us for Customer. Each Card carrier will reflect the Credit Limit designated by Customer for that specific Cardholder. We may change the cash advance limits at any time. Customer agrees not to allow the total unpaid balance, including interest charges and other charges and fees, to exceed the maximum Credit Line. We are not required to make a cash advance, balance transfer or extend credit for purchases if Customer has exceeded the Credit Line, or if such would, when added to the existing balance, exceed the Credit Line, but if we do, Customer agrees to pay us that excess amount plus applicable interest charges by the next Payment Due Date.

**Rewards for the Business Rewards Preferred and Business Rewards Select Mastercard® Credit Card.** Through the Credit Card Rewards Program ("ScoreCard Rewards" or the "Rewards Program") the Customer automatically earns one (1) reward point (the "Point(s)") for every \$1 dollar of qualifying net purchases (purchases minus returns and/or other related credits). Cash advances, balance transfers and other charges and fees do not earn Points. Points can be used to order only the rewards available in the ScoreCard Rewards program at the time the Customer redeems the points, while your Account is in good standing. Points are earned by Cardholder spending, however, flow to the Customer Billing Account and may be redeemed by the Administrator only; Cardholders will be unable to redeem points. Point requirements assigned to any specific reward are subject to change from time to time without notice, and rewards may be substituted at any time. If at any time cash back rewards are offered, then the maximum cash value will be 1% of qualifying net purchases, otherwise points have no cash value. We are not responsible if a vendor or provider under the ScoreCard Rewards program files for bankruptcy, or otherwise goes out of business after you have redeemed your Points for a reward from the vendor or provider but before you receive or use the reward. Points may be forfeited due to Rules violations. Points earned

expire if not used within forty-eight (48) months from date earned. ScoreCard Rewards is subject to additional terms which may also change from time to time. The ScoreCard Rewards Rules (the "Rules") are available at <https://www.scorecardrewards.com> when you log into your account and are part of your Agreement. The use of your Account following receipt of this Agreement will indicate your agreement to the terms and conditions of ScoreCard Rewards as set forth herein and in the Rules.

**Credit Line for Rewards Preferred Mastercard® Credit Card only.** We will determine the amount of credit extended, based on our underwriting criteria and a variety of factors. To receive a Rewards Preferred Mastercard® Credit Card, Customer and the Guarantors on the Account must meet our credit qualification criteria and Customer must maintain its Active Business Account with us. Failure to maintain its Active Business Account may result in the suspension of all Card privileges or the cancellation of the Account. Cash advance limits are set by us and may not exceed, in the aggregate, 25% of the line of credit at any given time. The amount of the Credit Line will be reflected on the Statement. Within the cash advance limit set by us, Customer may designate sub-limits for each Cardholder, the aggregate of such sub-limits not to exceed the cash advance limit set by us for Customer. Each Card carrier will reflect the Credit Limit designated by Customer for that specific Cardholder. We may change the cash advance limits at any time. Customer agrees not to allow the total unpaid balance, including interest charges and other charges and fees, to exceed the maximum Credit Line. Should customer exceed Credit Line, an Over the Limit fee may apply and continue to apply for each subsequent billing cycle that the account remains over the limit. We are not required to make a cash advance, balance transfer or extend credit for purchases at Customer's request if Customer has exceeded the Credit Line, or it would, when added to the existing balance, exceed the Credit Line, but if we do, Customer agrees to pay us that excess amount plus applicable interest charges by the next Payment Due Date.

**Promotional Offers.** From time to time we may make promotional offers on certain balance transfers, cash advances and purchases or Rewards Points. Promotional offers may include limited-time introductory or promotional APRs that are lower than the Variable Annual Percentage Rate for those features and may be subject to other conditions. Promotional offers may include limited-time transaction fees which may be lower than the fees provided in the Agreement. The Account must be open with active charging privileges at the time a transaction is processed, and it must have sufficient available credit to cover the amount of the transaction and any related fees. Additional requirements applicable to any specific promotional offer may be disclosed on the terms and conditions of the offer. Some promotional offers may not be available to current Customers.

**Liability.** Customer promises to pay us for all purchases, balance transfers and cash advances resulting from the use of the Card or Account by any Cardholder or Authorized User, plus interest charges and all other fees and charges owed under the Agreement. Each Cardholder must sign the back of his Card as soon as received to help protect the Account from unauthorized use. However, Customer's liability on the Account does not depend on whether a Cardholder signs the Card.

**A. Accounts.** Customer will be responsible for paying all amounts owed under the Agreement. Customer authorizes the Cardholders and Authorized Users to make purchases or cash advances individually. Customer authorizes the Administrator to make balance transfers. Customer may terminate the Account and the termination will be effective as to all Account Holders and Authorized Users. Customer must not allow anyone else access to the Card or the account number of the Account or any Sub-Account unless Customer or the Administrator authorizes him to obtain credit under the Account. Except to the extent prohibited by applicable law, all credit obtained under the Account by anyone Customer allows to use or administer the Card or the account number of the Account or any Sub-Account, will be covered by the Agreement as though Customer had obtained it. Consequently, Customer and the Guarantors will be responsible for repayment of the debt.

**B. Additional Cards.** The Administrator may designate additional Cardholders and grant them each a Credit Limit as permitted under the terms of this Agreement. Customer will be liable for all Account transactions made and all fees, including without limitation interest charges, incurred by those Cardholders and any Authorized Users. We may at any time limit the total number of Cards issued.

**1. Cardholders.** The Administrator may add Cardholders on the Account in the following ways: (a) by notifying us in writing that Customer wants someone added to the Account as a Cardholder; (b) by giving someone access to the Card or Account number, even if by mistake or in error, by inadvertence or negligence; or (c) by any other actions or failure to act, in which Customer would legally be considered to have allowed another to use the Account or Card or would legally be prevented from denying that it did so. The Administrator may limit the nature or amount of authority it gives to any Cardholder. A Cardholder's authority will continue until the Administrator notifies us that Customer is terminating the authority and the Card is retrieved from the Cardholder. If the Card is not retrieved, Customer will remain liable for any transactions that we cannot prevent after we receive notification.

**2. Revoking Authorized User's Authority.** To revoke any Cardholder's permission to use the Card or Account, the Administrator must notify **OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535**, by first class mail, postage prepaid, or call us toll-free at (844) 829-2323. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free). If Customer or Administrator has Advanced level access to eZBusiness, they may request to block a Cardholder directly in the system. The revocation will be effective after we have had a reasonable time to act and update the Account after receipt of the revocation request.

3. Customer will remain responsible for all Account transactions by the Accountholder until we discontinue the Accountholder's authority to use the Account.

**Account Use and Acceptance.** Customer may use the Account for the following types of transactions:

- A. Purchases.** Any Cardholder may use his Card to pay for the purchase or lease of goods or services wherever the Card is honored. If the Card is used to purchase or lease goods or services by telephone, mail or internet, Customer agrees that Cardholder's signature is not necessary as identification in such cases.
- B. Cash Advances.** Customer may use the Card to obtain cash advances wherever the Card is honored for cash advances. For example, the Card may be used to obtain cash advances at ATMs displaying the Mastercard® logo and from participating financial institutions honoring Mastercard® credit cards. Daily cash advance limits may apply. If cash advance privileges are granted by the Administrator to a Cardholder (not to exceed 25% of the Cardholder's Credit Limit), the Cardholder may be required to sign a special form and/or provide his personal identification number (PIN) at the time of a cash advance request. The Cardholder must not write his PIN on his Card or keep the PIN with or near the Card. See the Account Opening Disclosure for cash advance fee details.
- C. Balance Transfers.** We may allow Administrator to transfer balances from other credit card accounts or loans issued by creditors in the United States (but not us or our affiliates) to Customer's Account. We may limit the number and types of accounts from which we will allow Customer to transfer balances and the times, amounts, manner and circumstances in which balance transfers may be requested. The Administrator can contact Ocean Bank Credit Card department at 305-569-5975 or [businesscards@oceanbank.com](mailto:businesscards@oceanbank.com) to request a balance transfer. The Administrator will be required to provide his security word and a copy of an invoice that is being paid in the name of the Customer. All balance transfers are subject to the standard balance transfer APR unless an introductory and/or other promotional rate applies. The available Credit Line for the Company will be reduced by the total amount of the transfers, including fees we approve. If we give Customer the option to transfer a balance with the application, it will take at least 15 days after the Account is opened to process any balance transfer payments. During this time, Customer or Administrator may cancel or modify the balance transfer request by contacting Customer's Relationship Manager. Customer may transfer any amount, but the total amount of the balance transfer plus fees and purchases must be less than the available Credit Line. Customer may be subject to additional fees or penalties should Customer exceed Customer's Credit Line. Customer should not transfer any disputed purchase or other charge amount because Customer may lose its dispute rights. Customer may not transfer balances from other credit accounts or loans issued or held by us or our affiliates. Customer must continue to make payments on the transferred accounts until Customer has confirmed the balance transfer has been received by Customer's creditor. Making a balance transfer may not absolve Customer from any requirements set forth by Customer's creditor. See the Account Opening Disclosure or promotional offer for balance transfer fee details. Customer or Administrator may not use balance transfer as a means to achieve a cash advance to any person.
- D. Foreign Transactions.** If the Account is used to make a purchase or cash advance in a foreign country, Customer agrees to pay the International Transaction fee and any other applicable charges as shown in the Account Opening Disclosure. Foreign transactions also include, for example, online purchases from foreign merchants and cash advances obtained from an ATM or financial institution in another country. If a transaction is made in a foreign currency, the transaction amount will be converted to U.S. dollars by Mastercard® (or any of its affiliates). Information on Mastercard's® foreign currency transaction conversion can be found at <https://www.mastercard.us/en-us/frequently-asked-questions.html>. The currency conversion rate used by Mastercard® (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day the transaction is made or on the day the transaction is posted to the Account. The monthly billing Statement for the Billing Account will show the foreign transaction amount in U.S. dollars. The Statement will also show the International Transaction fee and the breakdown of Cardholder incurred transactions and fees.
- E. Maintaining an Active Account or Loan.** Customer agrees to maintain an active business deposit, savings, money market, certificate of deposit or business loan at all times while the credit card account is open. If at any time the account or loan becomes inactive, Customer may be blocked from making any further authorizations to that account or the account may be closed. The Company will still remain liable for payments of any charges due in accordance with this agreement.

**Credit Line and Credit Limits.** The initial Credit Limit for each Cardholder is shown in the card carrier we send with each Card when we open the Account. The current Credit Line will be shown on the Statement. The information may also be obtained by calling OCEAN BANK CUSTOMER SERVICE toll-free at (844) 829-2323. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free). Customer agrees not to go over the Credit Line and must ensure that each Cardholder does not go over the Cardholder's credit limit. We may permit Customer to go over Customer's Credit Line, but we are not required to do so. If the Account goes over the Credit Line, Customer agrees to pay the amount over the Credit Line if it is billed, or sooner upon our request as well as any applicable Over Credit Limit Fee. We are not responsible and will have no liability if we do not approve a transaction on the Account until any over amount over the Credit Line has been paid, even if it has not yet been billed. We may set a limit for the total dollar amount of cash advances or balance transfers that may be outstanding from time to time that is lower than the overall Credit Line for the Account. In our discretion, at any time, we may change any Credit Limit that applies to the Account. We will notify Administrator if we change any Credit Limit. Customer may also ask us to change the Credit Line by contacting **OCEAN BANK CREDIT CARDS, P.O. Box 440601**,

**Miami, FL 33144-0601**, by first class mail, postage prepaid, or by telephoning toll-free at (844) 829-2323, but we do not have to agree to any such request. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free).

**If the Card is Refused.** We are not responsible and will have no liability if we do not approve a transaction on the Account, or if a third-party refuses to accept or honor the Card, for any reason. Although there may be credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or errors. Transactions made above a certain dollar amount may require our authorization before the transaction is approved. Additionally, the number of transactions made may be limited since we may, for security purposes or otherwise, limit the number or amount of authorizations that may be given in any time period. If the Account is over limit or delinquent, authorization of credit for transactions may be declined.

**Credit Authorizations.** Some transactions will require our prior authorization and the Cardholder may be asked to provide identification. If the authorization system is not working, we may not be able to authorize a transaction, even if there is sufficient available credit. We will not be liable to Customer or any Cardholder or Authorized User if any of these events happen. We are not responsible for any refusal to accept or honor the Card. We can cancel the Account, refuse to allow further transactions, or revoke the Card at any time.

**Card Renewal.** Cards are issued with an expiration date. We have the right not to renew any or all issued Cards for any reason.

**Credit Balance.** We will make a good faith effort to return to Customer any credit balance that has been on the Account longer than six (6) consecutive Billing Cycles (or, in our discretion, for a shorter time period). Customer may also request a refund of a credit balance on the Account at any time by sending the request to **OCEAN BANK CREDIT CARDS, P.O. Box 440601, Miami, FL 33144-0601**, by first class mail, postage prepaid. We may reduce the amount of any credit balance on the Account by applying the credit balance towards new fees and charges posted to the Account. We do not pay any interest on credit balances.

**Statements.** At the end of each monthly billing cycle ("Billing Cycle"), if there was activity on the Account, we will send Customer a Statement showing what Customer owes (the "New Balance") as of the end of the Billing Cycle. However, Customers will not receive a monthly Statement if during the Billing Cycle: (1) there has been no Account activity; and (2) there is an undisputed debit or credit balance of \$1.00 or less. The Statement will show any interest charges, the minimum payment due, the Payment Due Date, the current Credit Line, an itemized list of fees, charges, payments and credits posted to the Account during the Billing Cycle and other important information. We will mail or deliver the Statement to the primary mailing address we have on file for the Account, unless Customer has chosen to receive an electronic Statement in lieu of receiving a paper Statement.

#### **Payments.**

**A. General.** A payment must be made on or before the Payment Due Date. The Bank will not be responsible for determining the accuracy, validity, or appropriateness of any of the charges or debits comprising any New Balance, and Customer assumes full responsibility for resolving any errors or problems involving such charges and debits in the manner specified in the Merchandise and Service Disputes section below.

**B. Payments with Restrictive Words, Conditions, or Instructions.** We may accept checks or other forms of payment that have restrictive words, conditions, limitations, or special instructions (including items marked with the words "payment in full" or similar language) without losing any of our rights. If any such check, money order or other instrument is sent in payment of the Account to settle a debt on the Account that is reasonably in dispute (and any accompanying letter or other instructions), it must be sent to the following address: **Ocean Bank, Attention: Credit Card Payoff Dispute, 780 NW 42nd Avenue, Suite 400, Miami, Florida 33126-5597**. Satisfaction of the debt for less than the full amount due requires our written agreement unless prohibited by law. If such payment is sent to any other address, Customer agrees that: (1) we may ignore any special notations or instructions on or with the payment; and (2) our crediting any such payment to the Account does not mean that we have agreed to any special notations or instructions on or with the payment.

**C. Minimum Payment.** If there is an outstanding balance, we must receive the minimum payment by no later than 5:00 p.m. Eastern Time on the Payment Due Date. The total minimum payment will be rounded up to the next highest whole dollar amount, but will not exceed the balance on the Account at the end of the Billing Cycle. The minimum payment will be the greater of:

1. \$25, or
2. Three percent (3%) of the New Balance plus:
  - a. Any balance more than Customer's Credit Line (including any temporary Credit Line increase)
  - b. Any past due amount

If the New Balance is less than \$25, the minimum payment will equal the New Balance. Credits, adjustments, refunds, prepayments and similar Account transactions may not be used in place of payment of any portion of a required minimum payment. Customer may pay more than the minimum payment due (this is a prepayment) without any penalty. The sooner the New Balance is paid, the

lower the interest charges will be. If the prepayment in one Billing Cycle meets or exceeds the next Billing Cycle's minimum payment, it will not excuse Customer from paying the minimum payment due in the next Billing Cycle, notwithstanding the amount.

- D. How Minimum Payments are Applied.** The Account may have balances (such as purchases, cash advances or balance transfers) with different APRs. Allocation of the minimum payment will be applied in the following order: first, to any outstanding fees, then to unpaid interest charges, then to balances with the lowest APR and then to balances with higher APRs.
- E. How Payments in Excess of Minimum Payment are Applied.** In the event a payment is made above the minimum payment, we will allocate the excess amount first to the balance with the highest APR and any remaining portion to the other balances in descending order based on applicable annual percentage rate.
- F. How to make payments.** Payments may be mailed to **Ocean Bank Credit Card Payment Center, P.O. Box 6818, Carol Stream, IL 60197-6818**. If the payment is sent to any other address, it may cause a processing delay. Non-electronic payments must be accompanied by the remittance portion of the Statement, be made by check or money order and drawn on a U.S. bank and payable in U.S. dollars. Payments may also be made through an online bill paying service or over the phone by calling toll-free (844) 829-2323. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free). If Customer visits one of our branches in person to make a payment to the Billing Account, we will assist Customer in making the payment through our phone payment process. Payments may also be made by establishing auto payment by completing the Auto Payment form, or through eZCard or eZBusiness websites. For a copy of the Auto Payment form, please contact your Relationship Manager or email [businesscards@oceanbank.com](mailto:businesscards@oceanbank.com). Payments received by ACH, online, or phone prior to 5:00 p.m. on any business day (which excludes weekends and federal holidays) will be treated as received and credited on the same day. Payments received after 5:00 p.m. on any business day or at any time on any non-business day will be considered as payments made on the following business day, to the extent permitted by law. We may reject or delay crediting payments that do not follow the instructions above. Mailing of the payment to an address other than the one specified on the Statement, or the failure to provide the remittance portion, may delay or impede the crediting of the Account with the payment, even if the payment is received and processed. This may result in late fees and additional interest charges.

**Electronic Check Conversion.** When Customer sends a check as payment, Customer authorizes us to use information from the check to make a one-time electronic fund transfer from the bank account or (at our option) to process the payment as a check transaction. When we use information from the check to make an electronic fund transfer, funds may be withdrawn from the bank account on the same day we receive the payment, and Customer will not receive the check back from its financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, Customer authorizes us to reinitiate the electronic fund transfer from its bank account. Alternatively, we may (at our option) present the original check, a substitute check, draft or similar negotiable instrument to obtain payment. If Customer has questions about electronic check conversion, Customers may call us toll-free at (844) 829-2323. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free).

#### **Interest Charges.**

**A. Variable Annual Percentage Rate.** The **ANNUAL PERCENTAGE RATES** for Account plans (such as purchases, cash advances and balance transfers) are disclosed on the Account Opening Disclosure. These rates may vary monthly and will be adjusted on the first day of each billing period commencing after the new rate is published in the Wall Street Journal ("Change Date"). The **ANNUAL PERCENTAGE RATE** on each Change Date is based on the value of an index PLUS a margin. The "Index" is the Wall Street Journal Prime Rate. Information about the Index is available or published in the "Money Rates" section of the Wall Street Journal. We will use the most recent Index available to us as of the last date of publication in the calendar month preceding each Change Date ("Index Rate"). If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index becomes unavailable. An increase or decrease in the Index Rate will cause an increase or decrease in the Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** and may increase the amount and number of minimum payments. Unless prohibited by law, there is no limitation on the amount the Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** may increase. The "Periodic Rate" used to calculate interest charges is a daily periodic rate, which is calculated by dividing the **ANNUAL PERCENTAGE RATE** or APR by the number of days in the year (365 days or 366 days in a leap year). Beginning on the date an adjustment in the rate is effective and until the next Change Date, the daily Periodic Rate then in effect will be applied to the average daily balance in the account to determine the interest charges. An adjustment in the daily Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will apply both to the outstanding balances in the account and to new cash advances, any balance transfers from other credit card accounts, credit purchases, and other charges.

**B. When Interest Charges Begin.** Where required by applicable law, we will not charge interest on any portion of a purchase balance that is repaid by the first specified Payment Due Date after each purchase was made if Customer paid the total New Balance for the previous Billing Cycle by the specified Payment Due Date. There is no Grace Period for balance transfers or cash advances. The Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge Customers any interest on purchases if the entire New Balance is paid by the Payment Due Date each Billing Cycle. Absent a default by Customer as set forth in the "Events of Default" section below, we will begin charging interest on cash advances and balance transfers on the transaction date.

There is no time period in which Customer may repay a cash advance or balance transfer and avoid imposition of an interest charge.

**C. Interest Charge Calculation for Purchases.** To avoid incurring an additional interest charge on the balance of purchases reflected on the monthly Statement, Customer must pay the entire New Balance in full as shown on the monthly Statement on or before the Payment Due Date. There is a Grace Period. The interest charges for a Billing Cycle are computed by multiplying the average daily balance of the Billing Account by the daily Periodic Rate and then multiplying that product by the number of days in the Billing Cycle. To get the average daily balance, we take the beginning balance of the Billing Account each day (including new purchases) and subtract payments, credits, non-accruing fees and unpaid interest or other finance charges. This gives us the daily balance. Then we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle to calculate the average daily balance. The average daily balance is shown on the Billing Account Statement under the column heading "Balance Subject to Interest Rate".

**D. Interest Charge Calculation for Cash Advances.** The interest charge on cash advances begins from the date the cash advance is obtained, or the first day of the Billing Cycle in which it is posted to the Account, whichever is later. There is no Grace Period. The interest charges for a Billing Cycle are computed by multiplying the average daily balance of the Billing Account (including new cash advances) by the daily Periodic Rate and then multiplying that product by the number of days in the Billing Cycle. To get the average daily balance, we take the beginning balance of the Billing Account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees and unpaid interest or other finance charges. This gives us the daily balance. Then we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle to calculate the average daily balance. The average daily balance is shown on the Account Statement under the column heading "Balance Subject to Interest Rate".

**E. Interest Charge Calculation for Balance Transfers.** The interest charge on balance transfers begins from the date of the Transfer transaction or the first day of the Billing Cycle in which it is posted to the Account, whichever is later. There is no Grace Period. The interest charges for a Billing Cycle are computed by multiplying the average daily balance of the Account (including new balance transfers) by the daily Periodic Rate and then multiplying that product by the number of days in the cycle. To get the average daily balance, we take the beginning balance of the Account each day, add any new balance transfers, and subtract any payments, credits, non-accruing fees and unpaid interest or other finance charges. This gives us the daily balance. Then we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle to calculate the average daily balance. The average daily balance is shown on the Account Statement under the column heading "Balance Subject to Interest Rate".

**F. Punitive Interest Rates.** Customers who are sixty (60) days or more past due shall have a punitive APR of 23.99% for all purchases, balance transfers and cash advance transactions.

**G. Fees.** If applicable, an annual fee will be reflected on the first Statement after the first Card is issued and subsequently on each anniversary of the issuance of the first Card. A notice will be provided on the Statement prior to the renewal date. In addition, penalty fees, transaction fees, set-up fees and other fees may be assessed against the Account. Please refer to the accompanying Account Opening Disclosure for specific fee information related to Customer's Account.

1. The Annual Fee will be \$75 per Customer and will be automatically applied to the account. It is waived in the first 12 months. After the first 12 month period, if the customer spends a minimum of \$15,000 during the year (year 1 and onward) the fee will be waived in the following year (starting in year 2).

2. Over Credit Limit Fee: Business Rewards Preferred Mastercard® only – If the balance exceeds the Credit Line by greater than or equal to \$.01, a fee will apply, and will be again applied each billing cycle that the balance exceeds the Credit Line. Business Rewards Select Mastercards® may not go over the Credit Line.

**Security Interest for Business Rewards Select Mastercard® Credit Card only.** Customer has pledged, assigned and transferred all right and interest, and given us a security interest, in and to all funds now or hereafter deposited in the Pledged Deposit Account, but only to the extent of the amount of the Credit Line, including all interest earned. Our security interest in this Pledged Deposit Account extends to any successor to or replacement for the Pledged Deposit Account and to any funds or interest deposited in such successor to or replacement for the Pledged Deposit Account, but only to the extent of the amount of the Credit Line. The Pledged Deposit Account secures Customer's obligations to us under this Agreement until the Account has been terminated or canceled and all obligations and indebtedness under this Agreement have been satisfied. Additional terms pertaining to the Pledged Deposit Account are set forth in our Pledge of Certificate of Deposit (for Secured Credit Card) Agreement.

**A.** The amount of the Credit Line is set forth on the document holding each Card issued to a Cardholder. If Customer wishes to increase the Credit Line, it will be subject to credit approval. If approved, Customer must ensure that the balance in the Pledged Deposit Account is at least equal to the total Credit Line amount for which Customer was approved. Customer may be required to make an additional deposit in the form of a check or money order before the approved Credit Line increase becomes available for use. The Credit Line will not be increased by interest paid on the Pledged Deposit Account, if any. If the balance on the Pledged Deposit is reduced below the approved Credit Line for any reason, we have the right, immediately and without prior notice to

Customer or any Cardholder, to reduce the Credit Line to the balance of the funds in the Pledged Deposit Account, limit the purchase, balance transfer and cash advance privileges, or take any other action we may deem appropriate. Customer must consult with its Relationship Manager for more information.

- B.** The Pledged Deposit Account is and shall remain under the control of the Bank. We may withdraw from the Pledged Deposit Account any amount due on the Account that Customer fails to pay when due, without sending any notice or demand for payment, but only to the extent of the amount of the Credit Line. Customer warrants to us that there are no current lawsuits or bankruptcy proceedings which may affect our interest in the Pledged Deposit Account. Customer agrees that it will not offer the Pledged Deposit Account as security for any obligation except Customer's Account with us.

**Merchandise and Service Disputes.** We are not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a Card. We have no responsibility for merchandise or services obtained by any Cardholder or an Authorized User with a Card and any dispute concerning merchandise or services will be settled between Customer and the merchant concerned.

**Lost or Stolen Card(s) and Unauthorized Use.** Customer agrees to notify us promptly if Customer believes any Card has been lost or stolen or if there has been an unauthorized use of a Card. To report a lost or stolen Card(s) or the unauthorized use of a Card(s) and Account Number, or any combination of the two, Customer must call us toll-free at (844) 829-2323 immediately and write us at **OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535**. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free). Please provide the name and account number of the Cardholder and indicate if any unauthorized use has or may have occurred. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. Customer should not use the Account and Cardholders should not use the Card after Customer has notified us, even if the Card is found or returned. Customer agrees to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of a Card and to comply with such procedures as we may require in connection with our investigation.

**Default.** Customer and Cardholder covenant to observe and comply with this Agreement and not to permit an event of default to occur. Our failure to exercise any of our rights upon default does not mean we are unable to exercise those rights upon a later default.

**A. Events of Default.** Subject to restrictions of applicable law, Customer will be in default and we will not be obligated to honor any attempted use of the Account (even if we do not give Customer or Cardholder advance notice) if any of the following events occurs:

1. We do not receive any payment required by this Agreement when such payment is due, the payment is rejected or cannot be processed;
2. The Credit Limit is exceeded and you have not made a payment to bring the outstanding balance within the Credit Line by the Due Date once it is billed, or sooner upon request;
3. Customer is unwilling or unable to pay what is owe under this Agreement, for any reason;
4. Customer or any Guarantor becomes insolvent, files for bankruptcy or otherwise becomes the subject of a bankruptcy petition or filing;
5. Customer or any Guarantor gives us false or misleading information at any time in connection with the Account;
6. Customer sends us more than one check or similar instrument that is returned to us unpaid or any automatic, electronic or other payment on the Account cannot be processed or is returned unpaid, for any reason, within the last six (6) Billing Cycles;
7. Customer or any Cardholder breaches or otherwise fails to comply with any term or condition of this Agreement;
8. If the Customer, Administrator or a Cardholder engages or participates in any fraudulent or illegal activity on this Account;
9. Customer does not promptly provide us updated information about Customer's finances or any other information we may reasonably request;
10. Guarantor does not promptly provide us updated information about his finances, employment or any other information we may reasonably request;
11. Customer fails to maintain an Active Business Account or Loan when required under the terms of this Agreement; and,
12. The Pledged Deposit Account, when required under the terms of this Agreement, is lost or compromised through levy, garnishment or other legal process, or by law or regulation.

**B. Actions Upon Default.** Upon default, we may take the following actions without notifying Customer or the Guarantor, unless the law requires us to notify either one or both: (1) close or suspend the Account; (2) lower the Credit Line, Credit Limit, or both; (3) increase the minimum payment; (4) require Customer and the Guarantors pay the entire balance owing on the Account immediately; (5) continue to charge interest and fees as long as any balances remain outstanding on the Account; (6) charge Customer a penalty APR when Customer's account is sixty (60) days or more past due; and (7) pursue any other action against Customer, the

Guarantor, or both that the law allows, which includes the filing of a lawsuit against Customer, the Guarantor or both. Customer must pay us all of our collection expenses, attorneys' fees, and court costs unless the law does not allow us to collect these amounts.

### **Closing Customer's Account.**

- A. We May Close the Account.** Except where prohibited by applicable law, we may close the Account to new transactions at any time, for any reason, including but not limited to Customer's failure to maintain an active account or loan with us, and without prior notice. We may terminate privileges to use the Cards if Customer moves out of our service area, as defined by us from time to time. Unless sooner terminated, the privilege to use the Cards will expire on the date shown on each Card and we may choose not to renew any Card at our sole discretion. At any time, without liability to Customer or Cardholder, and without affecting Customer's liability for credit previously extended, privileges to use the Cards may be revoked or limited to the extent not prohibited by law.
- B. Customer May Ask Us to Close the Account.** Customer may ask us to close the Account to new transactions at any time by notifying our Customer Service department in writing at **OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535**, by first class mail, postage prepaid, or contacting us toll-free at (844) 829-2323. When calling from outside the continental U.S., call 1-501-588-7412 (non-toll free). If Customer requests to close the Account by phone, we may require Customer's written confirmation before the Account is closed. Closing of the Account at Customer's request will not affect Customer's obligations as to any balances or charges outstanding at the time of termination.
- C. After the Account is Closed.** After the Account is closed, Customer must still pay us any unpaid amounts under this Agreement. We will not be liable to Customer for any direct or indirect damages resulting from the closing of the Account. Customer agrees to cut, tear or otherwise deliberately damage all Cards in any Cardholder's possession or control to prevent unauthorized use by third parties and, upon our request, return such Cards to us at **OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535**, by first class mail, postage prepaid.

**Credit Reports and Disputes.** We may periodically review Customer's credit report and, when applicable, Guarantor's credit by obtaining information from credit reporting agencies and others. We may report information about Customer and Guarantor to credit reporting agencies as related to the Account Late payments, missed payments, or other defaults on the Account may be reflected in Customer's and Guarantor's credit reports and affect their credit rating. If Customer or Guarantor believe information we have given to a credit reporting agency is incorrect they may contact the credit reporting company directly and may also contact us in writing to the following address: **Ocean Bank, 780 N.W. 42<sup>nd</sup> Avenue, Suite 305, Miami, Florida 33126-5597**. The communication must include Customer's name, and when applicable Guarantor's name, address, Account number, telephone number, and a brief description of the believed error. If available a copy of the credit report in question may also be included. If the information listed above is not provided, we may be unable to investigate the dispute. If our investigation finds that the information being disputed was inaccurate, we will notify the credit reporting agency of our determination and provide the credit reporting agency with the information necessary to correct the inaccuracy. We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to Customer's or Guarantor's identifying information, inquiries appearing on Customer's or Guarantor's credit report, information from public records (such as judgments, liens or bankruptcies, unless these matters relate to Customer's Account(s) with us), information related to fraud or active duty alerts on Customer's or Guarantor's report, or information provided to a credit reporting agency from someone other than us. If we determine that we will not investigate the dispute for one of these (or some other) reasons we will notify Customer or Guarantor of that determination within five (5) business days (which excludes weekends and federal holidays).

**Changes to Agreement.** We may change the Agreement, including (for example) changing our contact addresses and telephone, changing fees, adding new fees, changing the interest rates or increasing the required minimum payment. We may change the Agreement based on economic or market conditions, our business strategies or for any other reason (including reasons unrelated to Customer or the Account). Any changes we make to this Agreement may apply to new transactions and/or then-existing balances as described in any notice we are required to provide to Customer. We will notify Customer of changes to the Agreement as required by applicable law. We will mail any required written notice to the address we have on file for the Account.

**Change of Address and Phone Number.** Customer and Guarantor must at all times promptly provide us with their then current contact information (including but not limited to physical or mailing address, email address, and telephone numbers). If contact information is not current, we must be contacted to obtain any Account materials we would normally have delivered. Account materials are considered delivered as of the date they would have been had the contact information been current. The information may be updated by contacting us by phone at (844) 829-2323 (toll-free within the United States) or 1-501-588-7412 (non-toll free from outside the United States), or by mail at **OCEAN BANK CUSTOMER SERVICE, P.O. Box 440601, Miami, FL 33144-0601**. Until we receive, process and verify a new address or email, we will continue to send Statements and other notices to the last address or email we have on file for the Account.

**Servicing and Collections.** If we need to contact you to service your account or to collect amounts you owe, you authorize us and our agents and contractors, to contact you at any number you provide, from which you call us, or at which we believe we can reach you.

We may contact you in any way, such as calling, emailing or texting and may use an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you incur charges.

**Assignment.** We may assign the Account and our rights under this Agreement, including to the Pledge of Certificate of Deposit Account and/or any and all guaranties, as the case may be depending on the type of Account, to our affiliates or to some other financial institution or company without advance notice to Customer or Guarantor. That entity will take our place in this Agreement if we do this. Customer may not assign or transfer the Account or any of its responsibilities under this Agreement to any other person or entity.

**Delay in Enforcement/No Waiver.** We may delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

**Governing Law.** This Agreement is governed by the laws of the State of Florida (without regard to its conflict of laws principles and to the extent not preempted by federal law), whether or not Customer has a place of business in Florida or the Account is used outside of Florida, and by any applicable federal laws. Customer agrees that: (1) this Agreement is entered into in Florida; (2) all credit under this Agreement will be extended from Florida; and (3) all credit extended under this Agreement is subject to, and governed by, Florida law. All Terms and Conditions of this Agreement are deemed to be material to our decision to extend credit to Customer.

**Evidence.** Customer agrees that we may use a copy, microfilm, microfiche or digital image of any Statement, written communication or other document to prove what Customer owes us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

**Severability.** If any part of this Agreement is held to be invalid, the rest will remain in effect.

**Captions and Interpretation.** The captions used in this Agreement are for reference and convenience only. They do not affect the meaning of the paragraphs in this Agreement and will not affect their interpretation. For purposes of this Agreement, whenever the context requires: (1) the singular number shall include the plural, and vice versa; (2) the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and (3) the words include and including, and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words without limitation.

**Waiver of Jury Trial. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE AGREEMENT AND ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER VERBAL OR WRITTEN) OF ANY KIND.**