

## Terms and Conditions-Website

**Eligibility:** You agree you are at least 18 years of age and have legal capacity to contract for financial services in your state of residence.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>35.99%</b>
<b>APR for Cash Advances</b>	<b>35.99%</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

<b>Fees</b>	
<b>Set-Up and Maintenance Fees</b>	<b>Notice:</b> Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$300.00, your initial available credit will only be \$225.00.
Program Fee	<b>\$95.00</b> (one-time fee).
Annual Fee	<b>\$75.00</b> for first year. After that, <b>\$48.00</b> annually.
Monthly Servicing Fee	<b>None</b> for first year (introductory). After that, <b>\$99.00</b> annually (\$8.25 per month).
<b>Transaction Fees</b>	
Cash Advance Fee	<b>None</b> for first year (introductory). After that, either <b>\$10.00</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.
<b>Penalty Fees</b>	
Late Payment Fee	Up to <b>\$41.00</b>
Returned Payment Fee	Up to <b>\$41.00</b>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new purchases).”

**Right to Reject:** You may still reject this plan, provided you have not used the Account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges, including any Program Fee(s) paid prior to opening the Account. Any such Program Fee(s) previously paid will be refunded upon rejection of the plan in accordance with this disclosure.

**Account Terms.** This credit card account ("Account") is offered and credit cards (each a “Card”) are issued by MRV Banks. If and when your application for an Account is approved, the complete terms applicable to the Account will be furnished to you with the Card. In these disclosures, “we”, “our” and “us” each refer to MRV Banks, and “you” and “your” each refer to the person applying to us for an Account.

### **Additional Information Regarding Program Fee**

We require a one-time up front Program Fee of \$95.00 to be paid in full within 60 days following application approval and before your Account is opened. Once you are approved for an Account and we have received and processed your payment of the Program Fee, your Account will be opened and you may activate and begin using your Card. Refer to the Section entitled “Refund Disclosure” for additional information.

## Additional Information Regarding Interest Charges and Other Fees

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

### Interest Charges:

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

**How to Avoid Paying Interest Charges on New Purchases (Grace Period).** If you paid the New Balance on your prior monthly billing statement by the due date shown on that billing statement (the "Payment Due Date"), we will not impose any Interest Charges on new Purchases, or any portion of a new Purchase, paid by the applicable Payment Due Date (which will be at least 21 days from the billing cycle closing date). New Purchases are Purchases that first appear on your current billing statement.

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

**How We Calculate Interest Charges on Purchases –** We use the **Average Daily Balance Method (Including New Purchases)** to calculate the Interest Charges on Purchases for each billing cycle. We figure the Interest Charges on the Purchase balance by multiplying the **Average Daily Balance** for Purchases by the **Daily Periodic Rate** that applies to that balance. The **Daily Periodic Rate** for Purchases is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Purchases each day (which may include unpaid interest), add any new Purchases (including Fees and other charges), add any interest accrued on the previous day's balance (this results in daily compounding of interest), and subtract any payments or credits applicable to Purchases as of their posting dates. This gives us the **Daily Balance**. Then, we add up all the **Daily Balances** for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the **Average Daily Balance** for Purchases. If a **Daily Balance** is negative, we treat it as zero.

**How We Calculate Interest Charges on Cash Advances –** We use the **Average Daily Balance Method (Including New Cash Advances)** to calculate Interest Charges on Cash Advances for each billing cycle. We figure the Interest Charges on your Cash Advance balance by multiplying the **Average Daily Balance** for Cash Advances by the **Daily Periodic Rate**. The **Daily Periodic Rate** for Cash Advances is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Cash Advances each day (which may include unpaid interest), add any new Cash Advances, add any interest accrued on the previous day's balance (this results in daily compounding of interest), and subtract any payments or credits applicable to Cash Advances as of their posting dates. This gives us the **Daily Balance**. Then, we add up all the **Daily Balances** for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the **Average Daily Balance**. If a **Daily Balance** is negative, we treat it as zero.

**Daily Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR).** To calculate Interest Charges, we multiply the **Average Daily Balance** by the **Daily Periodic Rate**. The **Daily Periodic Rate** is calculated by dividing the **ANNUAL PERCENTAGE RATE (APR)** for Purchases and Cash Advances by 365. The **Daily Periodic Rate** for Purchases and Cash Advances is 0.09859%, which is equivalent to a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 35.99%. **Subject to any grace period, the Fees assessed to your Account will be treated as Purchases and will be subject to the APR applicable to Purchases.**

**Minimum Interest Charge.** In any month in which an Interest Charge is due, if that Interest Charge is less than \$1.00, we may charge you a minimum Interest Charge of \$1.00. Notwithstanding the foregoing, during the first 12 months your Account is open, any Interest Charges assessed on your Account will be equal to the actual accrued interest.

### Fees:

**Annual Fee.** Your Account will be assessed an Annual Fee of \$75.00 when your Account is opened and \$48.00 every twelve months thereafter whether or not you use your Account. The Annual Fee is non-refundable except as provided in the Section below entitled "Refund Disclosure." Your payment of the Annual Fee does not affect our right to close your Account. The Annual Fee will not be billed to your Account after your Account is closed.

**Monthly Servicing Fee.** Your Account will not be charged a Monthly Servicing Fee for the first year (introductory) following Account opening. Each month after the first introductory year, your Account will be charged a Monthly

Servicing Fee of \$8.25 per month (\$99.00 annually). This fee will be billed until your Account is closed and your outstanding balance is \$20.00 or less.

**Cash Advance Fee.** In addition to the periodic Interest Charge we assess on Cash Advances, each time you obtain a Cash Advance, we will impose a transaction fee of \$10.00 or 3% of the amount of each Cash Advance, whichever is greater. Notwithstanding the foregoing, your Account will not be charged any Cash Advance fees for the first year (introductory) following Account opening.

**Late Payment Fee.** If we do not receive payment from you in at least the amount of your Total Minimum Payment Due by the Payment Due Date, you will be charged a Late Payment Fee. The fee will be the lesser of (a) \$30.00 if you did not incur a Late Payment Fee during any of the prior six billing periods; otherwise \$41.00, or (b) your past due Total Minimum Payment Due amount.

**Returned Payment Fee.** If any check or other item tendered in payment of the amount due on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee. The fee will be the lesser of (a) \$30.00 if you did not incur a Returned Payment Fee during any of the prior six billing periods; otherwise \$41.00, or (b) your past due Total Minimum Payment Due amount.

**Additional Card Fee.** If you authorize us to issue an additional Card for an Authorized User, an Additional Card Fee of \$29.00 will be imposed annually for each additional Card. This fee will be assessed at the time you request each additional Card and annually thereafter following each anniversary date of your Account opening, whether or not the additional Card is used. This will reduce your initial available credit by the amount of the fee(s). The Additional Card Fee is non-refundable except as provided in the Section below entitled "Refund Disclosure." The Additional Card Fee will be prorated the first year an additional Card is issued based on when the additional Card is issued relative to the date (or anniversary date) of your Account opening.

**Premium Plastic Card Design Fee.** If you choose to select a Premium Plastic Card Design, you authorize us to bill a one-time Premium Plastic Card Design Fee to your Account. The cost of the selected card design will be disclosed to you at the time you select it and will reduce your initial available credit by that amount, however, will never exceed \$10.00. The Premium Plastic Card Design Fee is refundable if you notify us of your request to cancel the Premium Card Design within thirty (30) days or one billing cycle (whichever is less) after the fee appears on your monthly billing statement.

**Credit Limit Increase Fee.** After your Account has been open for at least one year, a fee of 25% of the amount of any increase in your credit limit may be charged to your Account as a Credit Limit Increase Fee. For example: if your credit limit is increased by \$100.00, a \$25.00 Credit Limit Increase Fee will be assessed to your Account, which will result in a \$25.00 charge to your Account and additional available credit on your Account of \$75.00. This fee is automatically assessed upon your acceptance of each credit limit increase.

**Express Delivery Fee.** We impose a \$35.00 fee for the express delivery of your Card.

**Copying Fee.** If you request duplicates of any monthly billing statement or other document, a copying charge of \$3.00 may be assessed to your Account for each copy we provide, unless the request is made in connection with a bona fide billing error dispute.

## Other Important Terms and Limitations

**Changes To Rates, Fees And Terms.** We may change the terms of your Account, including without limitation the APRs at any time in accordance with applicable law and the cardholder agreement that will be sent with your Card.

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

**Prohibited Uses.** You may not use your Card outside the United States, or to make a charge in a foreign currency. The Card may not be used for any illegal transactions, gambling transactions or at an automated fuel pump. If you use, or allow someone else to use your Card or Account for any prohibited purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

**Available Credit And Cash Advance Limitations.** If your application for an Account is approved and once your Account is opened, your credit limit will be \$300.00 and your initial available credit will be \$225.00 (\$196.00 if you

choose to have an additional Card). If you choose to select a Premium Plastic Card Design the cost of the selected card design will reduce your initial available credit by that amount. You may use your Card to obtain Cash Advances if (i) your Account has been open for at least the later of ninety (90) days or three completed billing cycles, (ii) your Account is not past due, and (iii) you have available credit for Cash Advances. However, the total of your unpaid Cash Advances may not exceed one-half of your credit limit. Cash Advance amounts may also be subject to limits imposed by other banks and ATM operators.

**Credit Limit Increases.** Through notification from us or upon your request, your Account may be reviewed for a credit limit increase after being open for at least twelve (12) billing cycles. If you accept a credit limit increase offer from us, a Credit Limit Increase Fee will be assessed to your Account. Please refer to the Fees disclosures above for more information about the Credit Limit Increase Fee. We reserve the right to decline your request for a credit limit increase in our sole discretion subject to applicable law.

**Certification and Authorizations.** You certify that all the information given in your application is true and correct and is given in order to obtain credit. You authorize us to obtain and verify any information concerning any statements or representations made by you in connection with your application. You agree to furnish us with all requested information. You authorize us to charge Fees described in this document or in the cardholder agreement, as it may be amended from time to time, to your Account, as applicable.

**Refund Disclosure.** We will refund your Program Fee and initial Fees (those Fees that are billed at the time of Account opening, including the Annual Fee and Additional Card Fee (if applicable)) if (1) you have not used your Card for a Purchase or Cash Advance; and (2) you have not made a payment on your Account after receiving a monthly billing statement. We will refund any partial payment of the Program Fee if you do not open your Account. If you elect to close your Account and notify us of your election in writing within thirty (30) days or one billing cycle (whichever is less) after an Annual Fee appears on your monthly billing statement, the Annual Fee will be credited to your Account and your Account will be closed. If you elect to cancel an additional Card and notify us of your election in writing within thirty (30) days or one billing cycle (whichever is less) after an Additional Card Fee appears on your monthly billing statement, the Additional Card Fee will be credited to your Account. Except as described in this paragraph, Fees are generally non-refundable.

**Arbitration Notice.** If you are issued a Card, your cardholder agreement will contain a binding arbitration provision. In the event of any dispute between you and us relating to your Account, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or an arbitration organization mutually agreed upon by the parties. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities or actions in connection with your Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your cardholder agreement, you should read the arbitration provision in your agreement carefully and not accept or use the Card unless you agree to be bound by the arbitration provision or timely opt-out.

**Your Liability For Unauthorized Use Of Your Card.** You will not be liable for unauthorized use of your Card or Account. However, to protect your rights, you are required to notify us orally or in writing as soon as you are aware that your Card or Account has been lost, stolen or used without your consent. Certain exceptions apply. To notify us of the loss, theft or possible unauthorized use of your Card, call us at (800) 755-9203, 24 hours a day.

**Your Consent for Calls and/or Text Messages to Your Mobile Phone.** When you give us your mobile telephone number in connection with your Account, you expressly agree that we (and our affiliates, agents and contractors) may contact you at this number using an autodialer and can also leave prerecorded and other messages, including text messages. As permitted by applicable law, you expressly agree that we also have your consent to contact you using any mobile telephone number for you that we obtain by any legal means. You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages from us, from our affiliates or from any third party acting on behalf of us or our affiliates. You agree that your consent to receive these calls and/or text messages sent to your mobile phone may be revoked only by providing written notice of your revocation to us at the Notice address set forth below, and that such revocation notice will state your name, mailing address, specific telephone number(s) for which the revocation applies, and the last four digits of your Account number so that we may identify you and your Account.

**Privacy Notice.** The privacy notice for MRV Banks is provided separately in accordance with applicable law.

**Credit Information.** By submitting an application for an Account, you authorize us to obtain information about you from a credit-reporting agency and we may also verify your credit history, references and other information that you provide to us, including verification through third parties. We may obtain updated or additional information about you, including consumer reports, for any legitimate purpose including, but not limited to, the extension of credit to you or the review or collection of your Account. If you request, you will be informed whether any consumer report was requested and if a report was requested, the name and address of the consumer reporting agency furnishing the report. We may

provide information about you and your Account to credit reporting agencies and others as provided in our privacy notice. Information we provide might appear on your and your Authorized Users' credit reports. This could include negative information if you do not comply with the terms of your cardholder agreement or this disclosure.

### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

*What this means for you:* When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **YOUR BILLING RIGHTS**

### **KEEP THIS NOTICE FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Monthly Billing Statement**

If you think there is an error on your monthly billing statement, write to us at the address listed below. In your letter, give us the following information:

- *Account information:* Your name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error first appeared on your monthly billing statement
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

### **What Will Happen After We Receive Your Letter**

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

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your

bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

MRV Banks  
PO Box 85800  
Sioux Falls, SD 57118

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### **State Disclosures**

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

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

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

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

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

**New York Residents:** This program is not currently available in New York.

**Wisconsin Residents:** If you are married: (i) you confirm that this Account is being established, and related obligations incurred, in the interest of your marriage or family; (ii) No provision of a marital property agreement {including a Statutory Individual Property Classification Agreement pursuant to Sec.766.587, Wis. Stats.}, a unilateral statement under s. 766.59 or a court decree under s. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for their information.

**Washington DC Residents:**

**You have the right to request all of the following concerning your debt:**

- 1) Documentation of the name of the original creditor as well as the name of the current creditor or owner of your debt;
- 2) Your last account number with the original creditor;
- 3) A copy of the signed contract, signed application, or other documents providing evidence of your liability and its terms;
- 4) The date that your debt was incurred;
- 5) The date of your last payment, if applicable; and
- 6) An itemized accounting of the amount claimed to be owed including the amount of the principal, the amount of any interest, fees, or charges, and whether the charges were imposed by the original creditor, a debt collector, or a subsequent owner of the debt.

**You may request the above information by contacting us by phone, mail, or email, at the following:**

**(800) 755-9203**

**MRV Banks; PO Box 85800; Sioux Falls, SD 57118**

**info@revvi.com**

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