

## Revolut Cross River Bank Credit Card Agreement

### PART 1: RATES AND FEES TABLE

INTEREST RATES AND INTEREST CHARGES	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> introductory APR for the first 3 months that your account is open. Then, <b>Prime Rate + 17.49%</b> to <b>Prime Rate + 22.49%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date will be a minimum of 28 days after the close of your Billing Cycle. If you pay your entire statement balance by the due date, we will not charge you interest on purchases made within the Billing Cycle.
<b>Minimum Interest Charge</b>	None
<b>Credit Card Tips from the Consumer Financial Protection Bureau</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> .

FEES	
<b>Annual Fee</b>	None
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>Foreign Transactions</li></ul>	<b>0% to 1%</b> of the U.S. dollar amount of the transaction after conversion to U.S. dollars depending on the location of the transaction and transaction time. <i>See the “Foreign Transactions” paragraph in Part 7 below for more details on the fee amount.</i>
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li></ul>	Up to <b>\$25</b>

**How We Will Calculate Your Balance:** We use the “daily balance method” (including new transactions) to calculate your balance. See the Agreement for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the regular purchase APR if you make a late payment.

**Billing Rights:** Information regarding your right to dispute transactions and how to exercise those rights is provided in Part 2 below.

### PART 2: YOUR BILLING RIGHTS: KEEP THIS DOCUMENT 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 Statement

If you think there is an error on your statement, write to us at:

Cross River Bank c/o Revolut Loan Operations  
107 Greenwich St., 20<sup>th</sup> Floor, New York, NY 10006

You may also contact us by e-mail at [credit-us@revolut.com](mailto:credit-us@revolut.com) or through the Program Manager's in-app chat.

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 appeared on your 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* or electronically. 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 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 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 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. (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 credit card for the purchase.
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* or electronically at:

Cross River Bank c/o Revolut Loan Operations  
107 Greenwich St., 20<sup>th</sup> Floor, New York, NY 10006  
credit-us@revolut.com

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.

### **PART 3: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, financial institutions are required by Federal law to obtain, verify, and record information that identifies each individual or entity that opens an account or requests credit.

What this means for individuals: When an individual opens an account or requests credit, we will ask for their name, residence address, date of birth, social security number, (or as applicable, tax identification number) and other information that allows us to identify them. We may also ask to see a driver's license, passport or other identifying documents.

#### **PART 4: THINGS YOU SHOULD KNOW ABOUT OUR REWARDS PROGRAM**

How do I earn cash back rewards?

You will earn 10% cash back on all purchases for the first three (3) months following the date you are approved for an account up to a total of \$150 cash back. Following the earlier of (i) three (3) months from the date you are approved for an account, or (ii) the date you have earned a total of \$150 in cash back rewards, you will earn 2% cash back on all purchases for the duration of your account, up to a total of \$500 cash back earned each month. Non-purchase transactions are not considered purchases and will not earn cash back rewards.

Will my rewards ever expire?

Your cash back rewards are yours for the life of the account—they will not expire. But if your account is closed, you will lose any rewards you have not redeemed.

What happens if I make a return?

For any returns or purchase cancellations, your cash back rewards earned for such purchases will be deducted from your total cash back balance.

Is there a limit to the amount of cash back rewards I can earn?

The maximum amount of cash back rewards you can earn is \$500 per month.

How do I redeem my rewards?

Your cash back rewards accrue within twenty-four (24) hours of a merchant posting a transaction to your account. We will automatically redeem your cash back balance at the end of each Billing Cycle. Your redeemed cash back balance will first be used to offset your credit card balance. In the event your credit card account does not have an outstanding balance, your cash back rewards will be automatically added to your Revolut account. Your cash back rewards balance can be viewed through the Revolut app and on your monthly statement.

#### **PART 5: YOUR CONTRACT WITH US**

##### **This Agreement**

This is an Agreement between you and Cross River Bank, Member FDIC, 2115 Linwood Ave, Fort Lee, New Jersey 07024, (the "Agreement") for your open-end (revolving) credit card

account that is the subject of this Agreement. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes this document, including any amendment or addendum thereto, and the application you submitted in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

### **Certain Definitions**

“Credit card” means the credit card offered under this Agreement by Cross River Bank.

“Billing Cycle” means the period of time reflected on a statement. This period may vary in length, but is approximately 30 days. You will have a Billing Cycle even if a statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a Billing Cycle as a “Billing Period”. If your account balance has charged off, we may switch to quarterly Billing Cycles for your account.

“Grace Period” means the period within which you may repay a loan or extension of credit without incurring interest from purchases, as further described below in “Part 8: How Interest is Calculated”.

“Payment Due Date” means the date which will appear on each billing statement as the “Payment Due Date” for the Billing Cycle. The Payment Due Date will be on approximately the same day each month. We may change the Payment Due Date at our option and will notify you if we do so.

“Program Manager” means Revolut Technologies Inc.

“We,” “us,” and “our” mean Cross River Bank, the bank offering the credit card.

“You” and “your” mean each individual person who is applying for the credit card, accepting an offer of the credit card, using the credit card, or promising to pay the credit card’s balance.

### **Changes to this Agreement**

We may change any term of this Agreement, including the interest rates, credit limit, or fees and charges, at our sole discretion. We will furnish you with notice of the change if required by law. If you have the right to reject a change, we’ll notify you and tell you how to reject. If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law. If not prohibited by law, any new terms may be at our discretion applied to any balance existing on the account at the time of change in addition to any future transactions.

## **PART 6: HOW TO USE YOUR ACCOUNT**

### **Using Your Account**

Your credit card may only be used for personal, household, or family purposes. Your credit card may not be used for business or commercial purposes. Your credit card may not be used for (i) “postsecondary educational expenses” as defined in Regulation Z, 12 C.F.R. § 1026.46(b)(3), or (ii) for any home purchase or refinance, (iii) for the purpose of purchasing or carrying any securities, (iv) for purchase or investment of cryptocurrency, (v) for purchase or investment of securities such as stocks and shares (vi) for business purposes, (vii) gambling, or (viii) to fund or engage in any illegal activity.

**Promise to Pay**

You promise to pay us the amounts of all credit you obtain through the credit card, which includes all purchases. You also promise to pay all of the amounts of interest charges, fees, and any other transactions charged to your account. You must pay the Amount Due, or Minimum Payment Due, if applicable, no later than the Payment Due Date shown on your billing statement to avoid a late payment fee. Each billing statement also states the manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time, we must receive it in such time and manner by the Payment Due Date shown on your billing statement. Electronic payments must be submitted by 8pm Eastern time to be posted that day. Payments submitted after 8pm Eastern time may be posted the following day.

**Late Payment Fee**

If we do not receive your minimum payment by its Payment Due Date, we will charge you a Late Payment Fee of up to \$25.00. However, the Late Payment Fee will not exceed the applicable minimum payment. You agree to pay any applicable Late Payment Fees, and you agree we may allocate any Late Payment Fees to your balance.

**Your responsibility**

Following the creation of your account, you will receive at least one virtual card (“Virtual Card”), only accessible through the Revolut app. You can also order and receive a physical card (“Physical Card”), which will require activation before use. The Virtual Card and Physical Card may collectively be referred to as “Cards.” You are responsible for maintaining the security of your Cards and any other authentication credentials used in connection with your account.

You may not allow anyone else to use your account. If you do, you will be responsible for paying for all charges resulting from their transactions.

**Credit limit**

At the time your account is created, you will be assigned a credit limit (which may also be referred to as a credit line), which is the dollar amount of credit available for you to borrow on your account.

If we approve a transaction that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit. We may, from time to time, increase or decrease your credit limit, including after approval of such a transaction.

**Transaction limits**

To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your account or suspend your account for any reason without prior notice.

**PART 7: TYPES OF TRANSACTIONS**

You may use your account to make purchases from a merchant at an authorized location, at a website or by telephone.

**Purchases**

“Purchases” are transactions for goods and services, not including returns or credits, for which we extend credit on your account, and that are not otherwise subject to promotional repayment terms and/or promotional APRs.

**Foreign Transactions**

If you make a Purchase in a foreign currency, after we convert the transaction to U.S. dollars using a rate we choose (“Conversion Rate”), we will assess the Foreign Transactions Fee on the U.S. dollar amount of the transaction based on the day and time of the transaction in the Eastern Time zone (“ET”) [see the Currencies Fees table for the range of fee amounts and see below for an explanation of the range]. This Conversion Rate will be an exchange rate that is either a government-mandated rate or a government-published rate, depending on the country and currency in which the transaction is made. We use the Conversion Rate in effect on the transaction date using ET for each transaction. Additional details on the amount of Foreign Transaction Fees that will apply to your Revolut plan can be found in the International Transactions section of your Cardholder Agreement.

Currencies Fees	Foreign Transaction Fees During Foreign Exchange Market Hours	Foreign Transaction Fees Outside of Foreign Exchange Market Hours
All currencies	Up to 0.5%	1%

The time period of “outside of foreign exchange market hours” begins at 5:00 PM ET on Friday and ends at 6:00 PM ET on Sunday.

**PART 8: HOW INTEREST IS CALCULATED**

**Your interest rate**

We use a daily rate to calculate the interest on the balance of your account each day. The daily rate is the applicable Annual Percentage Rates (APRs) divided by 365. If approved, the APR applicable to your account will be provided to you in the Rates and Fees Table. Your APR will also be shown on your monthly statement as well as in the credit card management section of the app.

Your APRs may vary with the Prime Rate. We calculate variable rates by adding a percentage to the Prime Rate published in The Wall Street Journal. The Prime Rate for each Billing Cycle is the Prime Rate published in The Wall Street Journal on the closing date of the Billing Cycle. The Wall Street Journal may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published.

If the Prime Rate increases, variable APRs will increase. In that case, you may pay more interest and may have a higher minimum payment due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the Billing Cycle.

### **Introductory Rates**

Your account may be eligible for introductory rates. If applicable, the introductory rates will be provided to you in the Rates and Fees Table. After any introductory rates expire, the remaining balances will be subject to the applicable APR provided in the Rates and Fees Table.

### **How and when we charge interest**

We calculate interest on your account using the simple interest method, and interest accrues based on a Daily Balance (defined below). All purchases are calculated into the Daily Balance on the transaction posting date. If any portion of a purchase is repaid during the Grace Period you will not incur the accrued interest if a Grace Period applies as set forth below.

All new purchases are subject to a Grace Period of at least 28 days if such purchases are made during a Billing Cycle (the “current Billing Cycle”) in which you paid the balances of purchases outstanding at the end of the preceding Billing Cycle, on or before the Payment Due Date of the current Billing Cycle. If the new purchases made in the current Billing Cycle are subject to a Grace Period, you will not incur interest on such new purchases if you pay the balance of such purchases in full by the Payment Due Date in the following Billing Cycle.

In order for new purchases in the current Billing Cycle to qualify for the Grace Period again, you must pay all outstanding balances on purchases made during the preceding Billing Cycle in full by the Payment Due Date of the current Billing Cycle.

For purchases, we calculate the interest accrued on your account by applying the periodic rate to the Daily Balance of your account for each day in the Billing Cycle. To get the “Daily Balance”, we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits. This gives us the Daily Balance. Interest accrues only on the Daily Balance and does not compound.

## **PART 9: MINIMUM PAYMENT CALCULATION**

Your total minimum payment is calculated as follows. It is the greater of:



1. \$25,  
OR
2. The sum of any past due amounts from previous Billing Cycles, plus 1% of your Daily Balance as of the end of the Billing Cycle as shown on your billing statement, plus interest charged in the current Billing Cycle, plus late payment fees, and any other fees charged in the current Billing Cycle.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

## **PART 10: HOW AND WHEN TO MAKE PAYMENTS**

**Minimum payment.** You must pay us at least the minimum payment due on your periodic statement by the Payment Due Date. Your statement will tell you: (1) the minimum payment due, (2) your new balance, (3) the Payment Due Date, and (4) an explanation of when the payment must reach us for us to consider it received as of that date. Returns and other credits to your account will reduce your account balance, but they may not change your minimum payment due. In addition to the minimum payment, you may pay all or part of the total balance on your account. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous statement. We will continue to charge interest during Billing Cycles when you carry a balance regardless of whether your statement includes a minimum payment that is due.

Your payment must be made in U.S. dollars from an account in a form acceptable to us. We do not accept cash payments through the mail. You may pay, in whole or in part, the outstanding balance on your credit card at any time without any additional charge for prepayment. Payments made in any month which are more than the minimum payment will not change your obligation to make the subsequent minimum payments due. We may delay making credit available on your account in the amount of your payment, even though we will credit your balance when we receive it.

### **Methods of Payment**

You can pay your credit card balance using a pre-authorized or one-time transfer of funds from the bank account associated with your Revolut account. If your Revolut account has insufficient funds denominated in USD to complete a payment, you agree that any currencies held in your account may be exchanged for USD and used to complete the payment. The exchange rate used to transfer a currency into USD will be the applicable exchange rate at the time the payment is initiated. If your Revolut account, bank account, or debit card have insufficient funds to complete a payment, you agree a partial payment may be taken from your account, and two subsequent attempts to obtain the balance of the payment. You acknowledge that your financial institution may also charge a fee to complete bill payments, for insufficient funds, or other reasons, and we are not responsible for any such fees.

### **Payment Allocation**

We will apply your payment to reduce or pay off balances that are charged at higher rates of interest before those that are charged at lower rates of interest.

If you have different balances which are charged at the same interest rate, we will apply your payments in the following order:

1. Incurred interest balance as of the end of the most recent Billing Cycle, and not subject to a Grace Period
2. Fees balance, if any
3. Purchases balance
4. Promotional balance, if any.

### **Other Payment Terms.**

If there is a credit balance on your account, we will not pay interest on those funds and we may automatically transfer the credit balance to your Revolut account. We may elect to accept late payments, payments less than the monthly payment due, or payments with any restrictive writing from you without losing any of our rights under this Agreement. You may not send a postdated check to make a payment. We will not be responsible for any expenses you incur in relation to making a payment, such as mailing costs or insufficient fund fees.

## **PART 11: INFORMATION ABOUT YOU**

### **Using and sharing your information**

#### **Credit Bureau Inquiries and Reporting; Inaccurate Information**

You authorize us to obtain a credit report on you for any legal purpose in connection with this Agreement, including any update, extension of credit, review, or collection of this credit card. If you request, we will tell you whether any credit report was requested, and if so, the name and address of the credit bureau furnishing the report. We may also report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. If you believe that you have information about you that is inaccurate or that you have reported or may report inaccurate information about you to a credit bureau, you will notify us of the specific information that you believe is inaccurate by writing to us at [credit-us@revolut.com](mailto:credit-us@revolut.com) or to Revolut Loan Servicing, 107 Greenwich St., 20<sup>th</sup> Floor, New York, NY 10006. You will identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, you will send us a copy of that report as well.

#### **Using and Sharing Your Information**

When you applied for an account, you gave us and Program Manager information about yourself. You authorize Program Manager to share and use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. By making a purchase, you authorize us to share your personal information (including email

address) in order to verify your identity, make a credit decision, complete your transaction, service your account, and for any other lawful purpose as set forth in the privacy policy for your account.

### **Change of Address/Phone Number**

You agree to notify us promptly if you move or if your contact information (including phone number, mailing address, or email address) have changed.

### **Consent to Electronic Communications;**

When you applied for a credit card from us, you expressly agreed to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with this credit card and Revolut's servicing of your payment obligations under this Agreement. All Communications given to you by email to your registered email address or within the Revolut app are deemed to have been duly given and effective upon transmission or when they were posted. You agree that we (including any other owner or servicer of my credit card) may contact you for any lawful reason, including for the collection of amounts owed to us. No such contact will be deemed unsolicited. You authorize us (and any other owner or servicer) to contact you at such addresses or numbers (including cell phone numbers and landlines) as you may provide to you from time to time and we may use any means of communication, including regular mail, electronic mail, telephone, text message, push notifications or other technology, to reach you. You agree that we (and any other owner or servicer) may use automatic dialing and announcing devices which may play recorded messages. You represent that you have the authority to provide this consent because you are either the subscriber of the telephone number(s) or the customary user of each of the telephone numbers that you have provided to us who has the authority to provide consent. You also provide this consent to any agent, service provider, vendor, or collection agency acting on our behalf. You may contact us at any time to ask that we not contact you using any one or more methods or technologies. You acknowledge that communications from us may contain sensitive, confidential, and collections-related communications. If your information changes, such as your email address, your mailing address or your telephone number, you agree to notify us promptly of the change.

You can contact us by chat within the Revolut app. You may also contact us by emailing credit-us@revolut.com.

## **PART 12: INFORMATION ABOUT YOUR ACCOUNT**

### **Lost or Stolen Card/Unauthorized Use of the Account**

Notify us immediately via in-app chat or email us at credit-us@revolut.com if you suspect your credit card has been lost or stolen or if you believe your credit card account has been used without your authorization. You will not be liable for unauthorized use of your account, but you will be responsible for all use by anyone you allow to use your account.

### **Opening, Maintaining and Closing Your Account**

You must have an open Revolut account that is in good standing in order to apply for and maintain a credit card account.

You may close your credit card account at any time by contacting us using our in-app support to tell us to close your account and by paying off all the amounts you owe. We may close your account at any time, for any reason. If your account is closed, you must still pay the full amount you owe and this Agreement will remain in effect until you do.

If you choose to close your Revolut account, your credit card account will be closed. However, if your Revolut Credit Card account has a balance, you cannot close your Revolut account until the balance on your credit card account has been paid off.

### **Default and Collections**

Subject to the limitations of applicable state law and any right to notice and to cure under applicable state law, you will be deemed in default of your obligations under this Agreement if you: (i) fail to pay timely any amount due under this Agreement; (ii) file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (iii) die; (iv) commit fraud or make any material misrepresentation in this Agreement or in your credit card application; (v) fail to abide by the terms of this Agreement; or (vi) fail to abide by Revolut's Personal Terms (collectively, "Events of Default"). Upon the occurrence of an Event of Default, we may exercise all remedies available to us under applicable law, including demand that you immediately pay all amounts due under this Agreement. We reserve the right to report payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. You acknowledge these may be reflected in your credit report. You agree to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees and costs, to the greatest extent not prohibited by applicable law.

### **Forbearance**

You understand you may request forbearance in accordance with our reasonable procedures and requirements, and the decision to grant your request for forbearance shall be solely at our discretion. During any period of forbearance, your regularly scheduled payments of principal and interest on your credit card may be deferred to the extent permitted by applicable law. Except as described above, you understand that you will remain responsible for all interest accruing during any period of forbearance. You understand that any periods of forbearance may increase your monthly payments or may extend your repayment period unless prohibited by applicable law.

### **Assignment**

You are not allowed to assign any of your obligations under this Agreement without our written permission. You understand that we do not have to give you permission. You agree that we may assign or transfer this Agreement or any of our rights to another person or entity. We may take these actions without notice or consent from you. Any sale or transfer of this Agreement does not affect your rights and duties under this Agreement.

### **Waivers**

Even if, at a time when you are in default, if we do not require you to pay immediately in full, we will still have the right to do so if you are in default at a later date. Neither our failure to exercise any of our rights, nor our delay in enforcing or exercising any of our rights, will waive those

rights. Furthermore, if we waive any right under this Agreement on one occasion, that waiver will not operate as a waiver as to any other occasion.

You waive all incidental, punitive, indirect, or consequential damages to the extent permitted by law.

Subject to applicable laws, unless you are a “covered borrower” as defined under C.F.R. § 232.3(g)(1) the Military Lending Act, 10 U.S.C § 987, as amended, you waive presentment, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Agreement.

### **Termination**

We may terminate or suspend your account or this Agreement at any time for any reason without prior notice, subject to limitations of applicable law. After termination, you will not be able to make new purchases but you will still have to pay any remaining balance in full. All other provisions of this Agreement will continue to apply.

### **Entire Agreement**

The application and disclosures that have been provided to you are incorporated into this Agreement by reference. This Agreement, along with such incorporated material, represents the entire agreement between CRB and me.

### **Miscellaneous**

No provision of this Agreement may be modified or limited except by a written agreement signed by both you and me. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision of this Agreement.

### **Military Lending Act Protections**

Federal law provides important protection to covered members of the Armed Forces and their dependents relating to the extension of consumer credit. In general, the cost of consumer credit to a covered member of the Armed Forces and his or her dependent(s) may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, covered borrowers may call the following toll-free phone number: (844) 744-3512.

### **Covered Military Borrowers**

If I am a “covered borrower,” as defined under C.F.R. § 232.3(g)(1) the Military Lending Act, 10 U.S.C. § 987, as amended, I agree that (i) the provisions of the Disputes and Arbitration sections of this Agreement do not apply (ii) any waiver of right to legal recourse under any state or federal law (including but not limited to the waiver of defenses and the waiver of presentment, notice of dishonor, protest and all other demands and notices otherwise applicable), and (iii) any

other provision in this Agreement that is not enforceable against me under the Military Lending Act, do not apply to me.

### **Governing Law**

I understand and agree that Cross River Bank is an FDIC-insured institution located in New Jersey. Consequently, the provisions of this Agreement will be governed by federal law and (to the extent not preempted by federal law) the laws of the State of New Jersey, without regard to conflict of law rules, unless otherwise expressly provided in this Agreement. Without limiting the foregoing, all terms of this Agreement relating to interest, as that term is defined under applicable federal law, including but not limited to origination fees, periodic interest, late fees and returned check fees, shall be governed by 12 U.S.C. § 1831d and the laws of the State of New Jersey. Section 15 (Complaints; Disputes; Arbitration) is governed by the Federal Arbitration Act, and not by any state law concerning arbitration. You agree that we are located in the State of New Jersey and disburse funds from the State of New Jersey.

**ARBITRATION AGREEMENT—NO JURY TRIALS OR CLASS ACTIONS. THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS OTHERWISE SPECIFICALLY STATED IN THIS SECTION.**

**NOTICE: IF YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT, 10 U.S.C. § 987, THE FOLLOWING ARBITRATION PROVISION DOES NOT APPLY TO YOU.**

**IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, YOU MAY CONTACT REVOLUT AT (844) 744-3512.**

**Informal Mediation:** Before formally pursuing a dispute in arbitration or small claims court, you agree to first send a detailed notice (“Notice”) to Revolut Loan Servicing, 107 Greenwich St., 20th Floor, New York, NY 10006. If I have a dispute with you, I agree to first send a Notice to you at your most recent email address on file with me, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables us to identify your account, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any).

You must personally sign this Notice for it to be effective. Our Notice must likewise set forth a detailed description of its dispute, which shall include the nature and factual basis of our claim(s) and the relief we are seeking, with a corresponding calculation of our damages (if any). We and you agree to then negotiate in good faith in an effort to resolve the dispute. As part of these good faith negotiations, if we request a telephone conference with you to discuss your dispute, you agree to personally participate, with your attorney if you are represented by counsel. Likewise, if you request a telephone conference to discuss our dispute with you, then we agree to have one representative participate. This informal process should lead to a resolution of the dispute. However, if the dispute is not

resolved within 60 days after receipt of a fully completed Notice and we and you have not otherwise mutually agreed to an extension of this informal dispute resolution time period, we or you may initiate an arbitration (subject to a party's right to elect small claims court as provided below). No party will disclose settlement proposals to an arbitrator.

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you or we engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

**Scope of Arbitration:** All disputes, claims, or controversies between the Parties shall, at your or our election or the election of any of our respective heirs, successors, assignees or related third parties, including Revolut, any other subsequent holder of my Agreement, and their affiliates, subsidiaries, and parents (the "Parties"), relating to or arising out of, in connection with or in any way related, even indirectly, to the Agreement or the extension of credit set forth in the Agreement, and/or the activities or relationships that involve, lead to, or result from the Agreement, including your application, information you have provided to us, information and disclosures I have provided to you, any prior agreements between you and us, extensions, renewals, refinancings, payment plans, underwriting, servicing, collections, privacy, customer information, and the validity or enforceability of this arbitration provision, any part thereof, or the entire Agreement whether based in contract, tort, statute, fraud, misrepresentation, consumer rights, constitution, regulation, ordinance or any other legal theory ("Disputes"), will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Claims subject to arbitration include initial claims, counterclaims, cross-claims, and third-party claims. Such claims also include data breach or privacy claims arising from or relating directly or indirectly to our collection or disclosure (or collection or disclosure by a third party acting on your behalf) of any non-public personal information about you, and disputes arising from communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, text messages or facsimile machines. Claims subject to arbitration also include disputes arising from facts, actions or omissions that occurred prior to the date of this Agreement. You agree that we and you are each waiving the right to trial by a jury.

The only exceptions to mandatory arbitration are the following: (1) invocation of small claims under the procedures set forth under this Arbitration provision; or (2) any claim for injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of either party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

To the extent allowed by applicable law, you also waive your right to seek a public injunction if such a waiver is permitted by the FAA. However, this arbitration clause shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this Agreement, or (c) your billing address for this Agreement is a California

address. If you meet one of these conditions or if a court decides that such a public injunction waiver is not permitted, and that decision is not reversed on appeal, all other Disputes will be decided in arbitration under this arbitration clause and my Dispute requesting a public injunction then will be decided in court. In such a case the Parties will request that the court stay the Dispute requesting a public injunction until the arbitration award regarding individual relief has been entered in court. You agree that you will request such a stay when required. In no event will a claim for public injunctive relief be arbitrated.

**Arbitration Rules:** The arbitration will be administered by National Arbitration and Mediation (“NAM”). NAM shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of the informal mediation process provided above is fully satisfied. Any arbitration between the Parties shall be administered by NAM in accordance with NAM’s operative Comprehensive Dispute Resolution Rules and Procedures (the “NAM Rules”) in effect at the time any demand for arbitration is filed with NAM, as modified by this Agreement. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM’s National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address [commercial@namadr.com](mailto:commercial@namadr.com), or call NAM at (800) 358-2550. If NAM is unable or unwilling to perform its duties under this Arbitration provision, the Parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM’s role consistent with this Arbitration provision. If the Parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM’s duties under this Arbitration provision. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules or rules of the other organization.

Notwithstanding any choice of law or other provision in this Agreement, the Parties agree and acknowledge that this Arbitration provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and NAM Rules preempt all state laws to the fullest extent permitted by law. If the FAA and NAM Rules are found to not apply to any issue that arises under this Arbitration provision or the enforcement thereof, then that issue shall be resolved under the laws of the State of New York.

**Arbitration Procedure:** A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. The Parties agree that each individual claim for arbitration must set out the identity of the plaintiff and the plaintiff’s counsel, a detailed description of the legal claims being asserted and the requested relief, including a good-faith calculation of the specific amount in dispute.

The arbitrator, and not any federal, state, or local court or agency, has exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration section, including any claim that all or any part of this Arbitration section is void or voidable. The arbitrator is responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches,



or estoppel.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by a Party that an in-person hearing is required. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, such determination should be made by the NAM or by the arbitrator.

The arbitrator's decision will follow the terms of this Agreement and will be final and binding, subject to any appeal rights under the FAA. The arbitrator must apply substantive governing law consistent with the FAA and applicable statutes of limitation and privileges. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

An arbitrator's decision shall be final and binding on all parties. An arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. Unless otherwise determined by the arbitrator or required by applicable law, each party will be responsible for their own attorney, expert and witness fees. However, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

**Mass Filing:** If, at any time, 25 or more similar demands for arbitration are asserted against the the Parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.

(i) If you or your counsel file a demand for arbitration (a "Demand") that fits within the definition of Mass Filing referred to above, then you agree that your Demand for arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which you initiate informal dispute resolution until my Demand is decided, withdrawn, or settled.

(ii) NAM's Mass Filing Rules shall apply if your Demand is deemed by NAM, in its sole discretion pursuant to its Rules and this dispute resolution section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either Party in writing and submitted to NAM and all Parties.

**(iii) Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for us shall each select 15 Demands (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different arbitrator, in a first set of bellwether proceedings. During this time, no other Demands that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for us shall each select an additional 15 Demands (30) total to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand) is adjudicated or otherwise resolved. Fees associated with a Demand included in the Mass Filings, including fees owed by us and the claimants (including you), shall only be due after your Demand is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when I initiate the informal dispute resolution process set forth above in this Arbitration provision, and if the first Mass Filings' Demands are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until my Demand is decided, withdrawn, or settled. A court of competent jurisdiction located in New York, New York, U.S.A. shall have the power to enforce this subsection.

**(iv)** The bellwether proceedings set forth in subpart “(iii)” above are preferred by the Parties. However, if said proceedings are determined to not be feasible under the circumstances, the Parties agree to cooperate with each other and the arbitration provider or arbitrator to establish alternative processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient, cost-effective resolution of claims. Any disagreement between the parties as to whether subpart “(iii)” should apply shall be resolved by a procedural arbitrator appointed by NAM.

We and you agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. We and you acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

**Class and Consolidated Action Waiver:** You agree that any arbitration under this Agreement will take place on an individual basis, and not as a class, collective, private attorney general, or representative action or proceeding and such class, collective, private attorney general, or representative arbitrations are not permitted, and (unless all Parties

otherwise agree in writing) you are agreeing to give up the ability to participate in or join claims of multiple individuals against us in a single proceeding (the “Class Action Waiver”).

If a claim does not proceed in arbitration for any reason, the Class Action Waiver will remain in effect, and you shall not join or file any action or proceeding in court on a class, representative or joint basis against us.

**Small Claims Exception:** Notwithstanding the foregoing, either we or you may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court’s jurisdiction shall be determined solely by the small claims court.

All other issues (except as otherwise provided herein) are exclusively for the arbitrator to decide, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If we or you challenge the small claims court election in your dispute, and the small claims court determines that it does not have jurisdiction, then the claim shall be heard in arbitration. However, such court determination shall not be considered or deemed binding with respect to Revolut’s other contracting parties.

**Venue and Forum Selection:** Except where prohibited by law and except for claims that are heard in a small claims court as set forth in this arbitration provision, any claims relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in New York, New York, U.S.A. The Parties consent to the exercise of personal jurisdiction of courts in the State of New York and waive any claim that such courts constitute an inconvenient forum.

**Fees and Costs:** If you request, we shall advance all of the arbitrator’s fees and expenses, as well as all administrative and filing fees, up to an amount of \$1,000. The Parties shall be responsible for their own attorneys’ fees associated with any arbitration, unless otherwise allowed for under applicable substantive law and awarded by the arbitrator. If the arbitrator awards you funds, you will not have to reimburse any arbitration fees and expenses we have advanced. If the arbitrator does not award you funds, you agree to reimburse us for any arbitration fees and expenses we have advanced. Any such reimbursement shall not exceed the filings fees and costs you would have incurred had you filed a lawsuit in court.

**Severability; Survival; Conflicts:** If any part of this Arbitration provision is found by a court or arbitrator to be unenforceable, the remainder is enforceable, except that: (A) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, then this Arbitration provision (except for this sentence) shall be null and void with respect to such proceeding; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be

**arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. This Arbitration provision will survive the termination of the Agreement, regardless of reason for termination, the sale or assignment of your obligation by us to a third party, the repayment of some or all amounts owed under the Agreement and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of the Agreement, on the other hand, this Arbitration provision shall govern.**

**FOR ALL DISPUTES COVERED BY THIS PROVISION, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS, AND THEIR RIGHT TO SEEK PUNITIVE AND/OR EXEMPLARY DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS PROVISION, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY.**

**THE TERMS OF THIS PROVISION AFFECT MY LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, YOU UNDERSTAND YOU SHOULD SEEK INDEPENDENT ADVICE BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS AND STIPULATIONS SET FORTH ABOVE. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT APPLY FOR THIS CREDIT CARD.**

#### **NO WARRANTIES; LIMITATION ON LIABILITY**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU UNDERSTAND YOU WE MADE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF YOU INFORM US OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, YOU UNDERSTAND WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

#### **State Law Notices**

Notice for residents of Washington State. In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Notice for residents of Ohio. The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.