

This document, together with the enclosed table of Interest Rates and Interest Charges (the “**ACCOUNT OPENING DISCLOSURE**”), and the credit card application you submitted for this account, and any additional Terms and Conditions pertaining to promotional offers as offered from time to time, form the “Agreement” that governs the credit card account established for you by Ocean Bank (“Account”) and each Mastercard® credit card issued to access the Account (a “Card”).

Please read and keep this Agreement for your records and future reference. We may send Account materials, including Cards, Statements, and notices, to any Holder, and that person will be responsible for delivering those materials to the other Holders and Authorized Users. Notice to any of you will be considered notice to all of you.

As used in this Agreement, “Holder”, “you”, “your” and “yours” mean each person who applied for the Account and in whose name the Card is issued. “We”, “us”, “our”, “Issuer” and “Bank” mean Ocean Bank, a state chartered banking institution with its main office located in Florida, and its successors and assigns. If you ask us to issue a Card on this Account to another person, or if you give your Card or Card number to another person, such person is an “Authorized User”.

**You agree that you and each Authorized User will not use your 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, you will still be liable for the charge.**

**Agreement.** This Agreement governs the possession and use of the Card issued by us and applies to all Cards issued to you or any Authorized User. You must be at least 18 years of age, and your Authorized Users at least 15 years of age, to use the Account. Every time you use your Account you consent and agree 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 you or any Authorized User. 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 you or any Authorized User to evidence a credit card transaction, the terms of this Agreement will govern.

**Verification of Information.** You authorize an investigation of your credit standing and the verification of the information given in the credit card application, including your employment and income history, prior to the issuance of a Card to you or an Authorized User, and at any time thereafter. You also authorize disclosure of information to consumer reporting agencies, including but not limited to your late payments, missed payments or other defaults on your Account.

**Credit Line.** We will determine the amount of credit extended, based on our underwriting criteria and a variety of factors. To receive an Ocean Bank Platinum Mastercard®, you must meet our credit qualification criteria and provide us with collateral in the form of a security interest in a Certificate of Deposit, held at Ocean Bank, 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). The amount of the credit line will be reflected on your Card carrier and billing Statement. The portion of your total credit line that may be used to make a Cash Advance is established by us and is disclosed on your Statement. We may change the Cash Advance limits at any time. You agree not to allow your total unpaid balance, including interest charges and other charges and fees, to exceed your maximum credit line. We are not required to make a Cash Advance, Balance Transfer or extend credit for purchases at your request if you have exceeded your credit line, or if such advances, transfers or purchases would, when added to your existing balance, exceed your credit line, but if we do, you agree 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, 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 your Agreement. Your account must be open with active charging privileges at the time a transaction is processed and you must have sufficient available credit to cover the amount of the transaction and any related fees.

**Liability.** You promise to pay us for all purchases, Balance Transfers and Cash Advances resulting from the use of your Card or Account, plus interest charges and all other fees and charges owed under this Agreement (including without limitation all purchases, Balance Transfers and Cash Advances made by an Authorized User). You must sign the back of your Card as soon as you receive it to help protect your Account from unauthorized use. However, your liability on the Account does not depend on whether you sign your Card.

**A. Joint Accounts.** If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that we can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases, Balance Transfers or Cash Advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you. You must not allow anyone else access to the Card or the account number of the Account unless you authorize him or her to obtain credit under the Account. Except to the extent prohibited by applicable law, all credit obtained under your Account by anyone you allow to use your Card or the account number of your Account will be covered by this Agreement as though you had obtained it. Consequently, you will be responsible for repayment of the debt.

**B. Authorized Users and Additional Cards.** You may request additional Cards and permit Authorized Users to have access to your Card or Account. You will be liable for all Account transactions made and all fees incurred by those Authorized Users (including without limitation interest charges). We may limit the total number of Cards issued.

**1. Authorized Users.** You may allow Authorized Users on your Account in the following ways: (a) by notifying us that you want someone added to your Account as an Authorized User; (b) by giving someone access to your Card or Account number; or (c) by any other actions or failure to act, in which you would legally be considered to have allowed another to use your Account or would legally be prevented from denying that you did so. You should think carefully before you allow anyone to become an Authorized User, because an Authorized User can use your Account to the same extent you can. Your Account does not permit you to limit the nature or amount of authority you give to any Authorized User, and you agree that you will not attempt to do so. An Authorized User’s authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you do not retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.

**2. Revoking Authorized User’s Authority.** To revoke your permission for any person you previously authorized to use your Card or Account, 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).

**3.** You will remain responsible for all Account transactions by the Authorized User until we discontinue the Authorized User’s authority to use your Account.

**Account Use and Acceptance.** You may use your Account for the following types of consumer transactions:

- A. Purchases.** You may use your Card to pay for the purchase or lease of goods or services wherever your Card is honored. If you use your Card to purchase or lease goods or services by telephone, mail or internet, you agree that your signature is not necessary as identification in such cases.
- B. Cash Advances.** You may use your Card to obtain Cash Advances wherever your Card is honored for Cash Advances. For example, your Card may be used to obtain Cash Advances at ATMs displaying the Mastercard® logo and from participating financial institutions honoring Mastercard® credit cards. You may be required to sign a special form and/or provide your personal identification number (PIN). Please do not write your PIN on your Card and do not keep your PIN with or near your Card. See the ACCOUNT OPENING DISCLOSURE for Cash Advance fee details.
- C. Balance Transfers.** We may allow you to transfer balances from other credit card accounts or loans issued by creditors in the United States (but not us or our affiliates) to your Ocean Bank Account. We may limit the number and types of accounts from which we will allow you to transfer balances and the times, amounts, manner and circumstances in which Balance Transfers may be requested. After receiving your card, you can call the customer service number on the back of your card to transfer balances. All balance transfers are subject to the standard balance transfer APR unless an introductory and/or other promotional rate applies. The available credit limit for your new card will be reduced by the total amount of the transfers, including fees we approve. If we give you the option to transfer a balance with your application, it will take at least 15 days after your account is opened to process any balance transfer payments. During this time, you may cancel or modify your balance transfer request by contacting your Relationship Manager. You may transfer any amount, but the total amount of your balance transfer plus fees and purchases must be less than your available credit limit. You may be subject to additional fees or penalties should you exceed your credit limit. Be sure you don't transfer any disputed purchase or other charge amount because you may lose your dispute rights. You may not transfer balances from other credit accounts or loans issued by Ocean Bank or its affiliates. You must continue to make payments on your transferred accounts until you have confirmed this balance transfer has been received by your creditor. Making a balance transfer may not absolve you from any requirements set forth by your creditor. See the ACCOUNT OPENING DISCLOSURE or promotional offer for Balance Transfer fee details.
- D. Foreign Transactions.** If you use your Account to make a purchase or Cash Advance in a foreign country, you agree 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 effected 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 you made the transaction or on the day the transaction is posted to your Account. The monthly billing Statement for your Account will show the foreign transaction amount in U.S. dollars. The Statement will also show the International Transaction fee.

**Credit Limit.** Your initial credit limit is shown in the materials we send with your Card when we open an Account for you. Your current credit limit will be shown on each Statement. You also may obtain the information 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). You agree to not go over your credit limit. We may permit you to go over your credit limit, but we are not required to do so. If your Account goes over your credit limit, you agree to pay the over limit amount if it is billed or sooner upon our request. We are not responsible and will have no liability if we do not approve a transaction on your Account until you have paid any over limit amount, 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 limit for your Account. In our discretion, at any time, we may change any credit limit that applies to your Account. We will notify you if we change any credit limit. You may ask us to change your credit limit by contacting **OCEAN BANK CUSTOMER SERVICE, 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. 1-501-588-7412 (non-toll free).

**If Your Card Is Refused.** We are not responsible and will have no liability if we do not approve a transaction on your Account, or if a third party refuses to accept or honor your Card, for any reason. Although you may have 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 authorization before the transaction is approved. Additionally, the number of transactions you make 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 you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your Card. We can cancel your Account, refuse to allow further transactions, or revoke your Card at any time.

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

**Credit Balance.** We will make a good faith effort to return to you any credit balance that has been on your Account longer than six consecutive Billing Cycles (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Account at any time by sending your request to **OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535**, by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new fees and charges posted to your 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 your Account, we will send you an Account statement (the "Statement") showing what you owe (the "New Balance") as of the end of the Billing Cycle. However, you 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 you owe, the minimum payment due, the Payment Due Date, your current credit limit, an itemized list of fees, charges, payments and credits posted to your 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 your Account, unless you have 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 shown on your Statement for each Billing Cycle in which you have a New Balance on the Account (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 you assume full responsibility for resolving any errors or problems involving such charges and debits in the manner specified in the "Your Billing Rights" section below or in the back of your Statement.

**B. Payments with Restrictive Words, Conditions, or Instructions.** We may accept checks or other payment items 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 on your Account to settle a debt on your 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 your 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, you agree that: (1) we may ignore any special notations or instructions on or with the payment, and (2) our crediting any such payment to your Account does not mean that we have agreed to any special notations or instructions on or with the payment.

- C. Minimum Payment.** If you have an outstanding balance, we must receive your 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 of your 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 in excess of your credit limit (including any temporary credit limit increase)
    - b. Any past due amount
- If your New Balance is less than \$25, your Minimum Payment will equal your 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. You may pay more than the Minimum Payment due (this is a prepayment) without any penalty. The sooner you pay the New Balance, the less you will pay in interest charges. If the prepayment in one Billing Cycle meets or exceeds the next Billing Cycle's Minimum payment, it will not excuse you from paying the Minimum Payment due in the next Billing Cycle, notwithstanding the amount.
- D. Application of Minimum Payments.** Your Account may have plan balances (such as Purchases, Cash Advances or Balance Transfers) with different APRs. Allocation of your 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 balances with higher APRs.
- E. Application of Payments in Excess of Minimum Payment.** In the event you make a payment above the Minimum Payment, we will allocate the excess amount first to the balance with the highest APR (Annual Percentage Rate) 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 31021, Tampa, FL 33631-3021**. If you send your payment to any other address, it may cause a processing delay. Non-electronic payments must be accompanied by the remittance portion of your billing 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 you visit one of our branches in person to make your payment, we will assist you in making your payment through our phone payment process. 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. For example, there may be a delay in crediting a payment by mail if it is received at an address other than the address we specify for payments on your Statement or if it is received without the required payment stub.

**Electronic Check Conversion.** When you send a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your bank account or (at our option) to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account on the same day we receive your payment, and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinstate the electronic fund transfer from your bank account. Alternatively, we may (at our option) present the original check, a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone 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 ("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. For more information on current margin(s), please refer to the ACCOUNT OPENING DISCLOSURE. 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 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.** A "Grace Period" is any period of time during a Billing Cycle when you will not accrue interest on certain transactions or balances. There is a Grace Period on all purchases if you pay your entire New Balance in full by the Payment Due Date shown on each Statement. 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 you 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. Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on purchases if you pay your entire New Balance by the Payment Due Date each Billing Cycle. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date. There is no time period in which you 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 your monthly Statement, you must pay the entire New Balance in full shown on your 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 your account 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 your 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 your 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 you obtained the Cash Advance, or the first day of the Billing Cycle in which it is posted to your 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 your Account (including new Cash Advances) 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 your 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 your 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 your 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 your 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 your 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 your Account Statement under the column heading "Balance Subject to Interest Rate".

**Fees.** If applicable, an annual fee will be reflected on your 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 your Statement prior to the renewal date. In addition, penalty fees, transaction fees, set-up fees and other fees may be assessed against your Account. Please refer to the accompanying ACCOUNT OPENING DISCLOSURE for specific fee information related to your Account.

**Security Interest.** By requesting an Account, you have agreed to give us a security interest in the Certificate of Deposit (referred to as the "Pledged Deposit Account") we required you to establish and maintain with us as a condition of opening your Account. This section describes our rights under the security interest you have agreed to give us in the Certificate of Deposit and as described in our Pledge of Certificate of Deposit (for Secured Credit Card) Agreement.

- A. The amount of your credit line is set forth on the document holding your Card. If you wish to increase your credit line, it will be subject to credit approval. If approved, you must ensure that the balance in your Pledged Deposit Account is at least equal to the total credit line amount for which you were approved. You 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. Your credit line will not be increased by interest paid on the Pledged Deposit Account, if any. Please consult with your banker for more information.
- B. You pledge, assign and transfer all right and interest, and give us a security interest, in and to all funds now or hereafter deposited in the Pledged Deposit Account, including all interest earned on the Pledged Deposit Account. 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. The Pledged Deposit Account will secure your obligations to us under this Agreement until your Account has been terminated or canceled and all obligations and indebtedness under this Agreement have been satisfied.
- C. We may withdraw from the Pledged Deposit Account any amount due on your Account that you fail to pay when due, without sending you any notice or demand for payment. You warrant to us that there are no current lawsuits or bankruptcy proceedings which may affect our interest in the Pledged Deposit Account. You agree that you will not offer the Pledged Deposit Account as security for any obligation except your 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. Except as provided in the Federal Truth-in-Lending laws, we have no responsibility for merchandise or services obtained by you or an Authorized User with a Card and any dispute concerning merchandise or services will be settled between you and the merchant concerned. See your billing rights summary below and printed on the back of your Statement for more information.

**Lost or Stolen Card(s) and Unauthorized Use.** You agree to notify us promptly if you believe 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, you 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. See your monthly Statement for more information about your billing rights. You should not use the Account or the Card after you have notified us, even if the Card is found or returned. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50. You agree 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.** Holder covenants 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 when Holder defaults does not mean we are unable to exercise those rights upon a later default.

- A. **Events of Default.** Subject to restrictions of applicable law, you will be in default and we will not be obligated to honor any attempted use of your Account (even if we do not give you 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. You exceed your credit limit;
  - 3. You are unwilling or unable to pay what you owe under this Agreement, for any reason;
  - 4. You die, or are legally declared incompetent or incapacitated;
  - 5. You become insolvent, file for bankruptcy or otherwise become the subject of a bankruptcy petition or filing;
  - 6. You give us false or misleading information at any time in connection with your Account;
  - 7. You send us more than one check or similar instrument that is returned to us unpaid or any automatic, electronic or other payment on your Account cannot be processed or is returned unpaid, for any reason, within the last six Billing Cycles;
  - 8. You breach or otherwise fail to comply with any term or condition of this Agreement;
  - 9. We have reason to suspect that you or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent or illegal activity on your Account or any other account or loan you have with us or our affiliates;
  - 10. You do not promptly give us any updating information about your finances, employment or any other information we may reasonably request.
- B. If you are in default, we may take the following actions without notifying you, unless the law requires us to notify you: (1) close or suspend your Account; (2) lower your credit limit; (3) increase your Minimum Payment; (4) require you to pay the entire balances owing on your Account immediately; (5) continue to charge you interest and fees as long as your balances remain outstanding; and/or (6) pursue any other action against you that the law allows, which includes the filing of a lawsuit against you. You 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 your Account**

- A. **We May Close Your Account.** Except where prohibited by applicable law, we may close your Account to new transactions at any time, for any reason and without prior notice. We may terminate your privilege to use the Cards if you move 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 your Card at our sole discretion. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the Cards may be revoked or limited to the extent not prohibited by law.
- B. **You May Ask Us to Close Your Account.** You may ask us to close your Account to new transactions at any time by notifying OCEAN BANK CUSTOMER SERVICE 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 you request to close your Account by phone, we may require a written notice from you. Closing of the Account at your request will not affect your obligations as to any balances or charges outstanding at the time of termination. Closing of the Account by any Holder will be binding on each person in whose name a Card is issued.
- C. **After Your Account is Closed.** After your Account is closed, you still must pay us any unpaid amounts under this Agreement. We will not be liable to you for any consequences resulting from closing your Account. You agree to cut, tear or otherwise deliberately damage all Cards in your or any Authorized User'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.

**Accuracy of Credit Information.** We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your Account. You will provide updated financial information upon our request. In addition, we may report information about you to credit reporting agencies. We may report information about your Account to credit reporting agencies. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. You have the right to dispute the accuracy of information we have reported. If you wish to do so, you should contact the credit reporting company directly and you may also send your dispute in writing to **Ocean Bank, 780 N.W. 42<sup>nd</sup> Avenue, Suite 305, Miami, Florida 33126-5597**. Please include your name, address, Account number, telephone number, Social Security number, and a brief description of the problem. If available, please include a copy of the credit report in question. If you fail to provide us with the information listed above, we may be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. A delay may be experienced if the dispute is not mailed to the address above. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer 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 your identifying information (such as your name, date of birth, Social Security number, telephone number or address), inquiries appearing on your consumer report, information from public records (such as judgments, liens or bankruptcies, unless these matters relate to your Account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or if you submitted it on a form provided by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reasons we will notify you of that determination within five business days (which excludes weekends and federal holidays).

**Changes to Agreement.** We may change this Agreement, including (for example) changing the addresses and telephone numbers you should use to contact us, changing fees, adding new fees, changing the interest rates or increasing your required Minimum Payment. We may change this Agreement based on economic or market conditions, our business strategies or for any other reason (including reasons unrelated to you or your 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 you. We will notify you of changes to this Agreement as required by applicable law. We will mail any required written notice to the address we have on file for your Account.

**Servicemembers Civil Relief Act (SCRA).** We support our military by making sure Servicemembers are aware of the federal Servicemembers Civil Relief Act (SCRA) and the benefits it offers. As an active duty member of the United States Military, you may be eligible for SCRA benefits and protections. Contact us toll-free at (844) 829-2323 or **OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535** for more information. When calling from outside the continental U.S. call 1-501-588-7412 (non-toll free).

**Military Lending Act (MLA).** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent 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).

**Change of Address and Phone Number.** You will promptly notify us of any change in physical, mailing or email address. You are responsible for promptly providing us with any change in contact telephone numbers. Contact us toll-free at (844) 829-2323 or **OCEAN BANK CUSTOMER SERVICE, P.O. Box 440601, Miami, FL 33144-0601**. When calling from outside the continental U.S. call 1-501-588-7412 (non-toll free). Until we receive, process and verify your new address, we will continue to send Statements and other notices to the last address we have on file for your Account. If we do not have a valid address because you failed to update your information, you are responsible for obtaining any Account materials we would normally have delivered to your address. If you provide a cell phone number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number, including by autodialer, recorded or artificial voice, or a text message to service your Account and for fraud alert management. Your phone plan charges may apply. If you provide an email address, we may use it to contact you about servicing your Account.

**Assignment.** We may assign your Account and our rights under this Agreement to our affiliates or to some other financial institution or company without advance notice to you. That entity will take our place in this Agreement if we do this. You may not assign or transfer your Account or any of your responsibilities under this Agreement to any other person.

**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 Florida (without regard to its conflict of laws principles and to the extent not preempted by federal law), whether or not you live in Florida or your Account is used outside of Florida, and by any applicable federal laws. You agree 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 you.

**Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any Statement or other document to prove what you owe 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.

## BILLING RIGHTS SUMMARY

### 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 the following address: OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535.

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. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card 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 (or electronically) at the following address: OCEAN BANK CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535.

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.

Effective August 2017

This Addendum is incorporated into and made part of the Ocean Bank Platinum Mastercard® Credit Card Customer Agreement & Disclosure

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.99%.</b> This APR will vary with the market based on the Prime Rate. <sup>a</sup>
<b>APR for Balance Transfers</b>	<b>13.99%.</b> This APR will vary with the market based on the Prime Rate. <sup>b</sup>
<b>APR for Cash Advances</b>	<b>24.00%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	None
<b>For 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> Balance Transfer Cash Advance Foreign Fees	Either <b>\$10</b> or <b>2%</b> of the amount of each transfer, whichever is greater Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater <b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees:</b> Late Payment Returned Payment Over Credit Limit	Up to <b>\$37</b> Up to <b>\$37</b> None
Ocean Bank, 780 NW 42 <sup>nd</sup> Avenue, Miami, FL 33126-5597   <a href="http://www.oceanbank.com">www.oceanbank.com</a>	

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions)”. See your credit card agreement and pricing information sheet for more details.

**Explanation of Variable Rates:** We use the Prime Rate published in the rates section of the Wall Street Journal. We calculate variable rates by adding a percentage to the Prime Rate. If the Prime Rate increases, variable APRs will increase which may result in paying more interest and possibly a higher Total Minimum Payment Due.

**Prime Rate:** The variable APRs shown here are based on a Prime Rate of 5.50% as of January 2019.

<sup>a</sup> We add 8.49% to the Prime Rate to determine the Purchase and Balance Transfer APR.

<sup>b</sup> We add 18.50% to the Prime Rate to determine the Cash Advance APR.

**Other Fees:**

Courier Delivery Fees:

**\$25** Regular

**\$90** Express

The above rates, fees and other costs information is accurate as of January 2019 and is subject to change in accordance with applicable law and the Credit Card Agreement. To receive the most current information, please visit [www.oceanbank.com](http://www.oceanbank.com).