

WEBSITE TERMS OF USE

Effective: 11.01.2022

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General

These Terms of Use govern your use of the www.concertocard.com website, its various web pages, and the associated mobile application, if available (collectively, the "Site"). The Site is operated by Concerto Card Company ("Concerto") as a service provider to MRV Banks, a Missouri state-chartered financial institution ("Bank"). The terms "we," "our," and "us" refer to Bank, Concerto, and any of their respective subsidiaries and affiliates. The terms "you" and "your" refer to any individuals who access the Site.

You acknowledge that we may monitor and track your interaction with this Site, and, by using this Site, you expressly consent to such monitoring and tracking.

Content

This Site provides general information about our products and services and access to apply for a credit card. Your eligibility for particular products and services is subject to a final determination of your eligibility and qualification for such products and services. We may discontinue or make changes to the information, products, licenses, or services described on this Site at any time. Any dated information is accurate as of its publication date only. We do not undertake any obligation or responsibility to update or amend any such information. We reserve the right to terminate any or all offerings without prior notice. Furthermore, by offering information, products, or services via this Site, no solicitation is made by us to any person to use such information, products, or services in jurisdictions where the provision of information, products, or services is prohibited by law.

This Site may also contain links to third-party websites, such as social media websites, which we do not own or control, but which are being provided for your convenience. The Site may also make use of widgets, embeds, social media, or other third-party features that are hosted by a third party or hosted directly on the Site. If you visit a link to another website, or if you interact with any third-party widget, embed, social media, or other feature, you do so at your own risk subject to the terms and conditions established by the third party operator of the website, widget, embed, social media, or other feature. Third-party terms and conditions may be substantially different than these Terms of Use. The fact

that we provide a link to a third-party website does not mean we endorse, authorize, or sponsor that third-party website, or that we are affiliated with the third-party website's owners or sponsors. We are not responsible for any dealings with third parties you may have through a third party website, link, widget, embed, social media, or other third party feature. We reserve the right to terminate a link to a third-party website at any time.

Although we try to provide accurate and timely information on this Site, there may be inadvertent, technical, or factual inaccuracies and typographical errors. For these reasons we do not warrant the accuracy, completeness, or timeliness of the information, text, graphics, links, or other items on this Site.

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Accessing the Site

The Site is not directed toward children. If you are using the Site, you are confirming that you are 18 years of age or older or are over 16 years of age and using the Site with the consent and supervision of your parent or guardian. Use of the Site is also governed by a Privacy Policy, which informs users of our data collection practices. If you obtain a Bank product or service through the Site, you will be subject to the Bank's privacy policy applicable to such product or service.

To access the Site, you will need a working connection to the Internet via a web browser on your computer for which you are responsible for all costs, expenses, and fees.

From time to time, due to the performance of maintenance, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume, or similar reasons the Site may not be available for your use. We minimize the periods of time during which the Site is unavailable. You agree that we shall not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result

of the unavailability of the Site, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the Site caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to the Internet, your Internet Service Provider, or capacity or other limitations or constraints of the Internet.

We may at any time, with or without cause, and without prior notice to you, deny you access to the Site. We may terminate these Terms of Use and your access to the Site in whole or in part at any time without prior notice to you. You agree that we will not be liable to you or any third party for any termination of your access to the Site. In the event we terminate these Terms of Use, any applications you have submitted will continue to be evaluated, and any existing transactions you have entered into with us shall remain in effect.

The Site is controlled, operated, and administered by us from offices within the United States. The Site is intended only for use within the United States, and you agree that any use of the Site shall occur within the United States. We may restrict your access to the Site during times you are in a country for which use of the Site would be prohibited. The Site is not intended for use by persons in any jurisdiction where such use would be contrary to applicable laws or regulations. You agree that you will not use the Site in any country or in any manner prohibited by any applicable laws. You are responsible for compliance with all local laws.

While using the Site, you are prohibited from engaging in any of the following activities:

- You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or its content.
- You may not harvest or otherwise collect information about others, including, without limitation, e-mail addresses or phone numbers, without their explicit consent.
- You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, by any illegitimate means.
- You may not circumvent Site security in any way, including, without limitation, by probing or testing the vulnerability of the Site, by hacking, breaching, or attempting to breach any part of the Site, its security or authentication measures, or by uploading or submitting any data or information to the Site that contains viruses, trojans, malware, or any other computer code, corrupt file, program or component designed or intended to interfere with the Site or its use.

- You may not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks.
- You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.
- You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity while using the Site.
- You may not use the Site or any of its content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes on our rights or the rights of others.

Limitations of Liability

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You agree to indemnify and hold us harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by us in connection with any claim by a third party (including any intellectual property claim) arising out of your use or misuse of the Site or its content or any violation by you of applicable law. You further agree that you will cooperate fully in the defense of any such claims. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without our written consent.

IF YOU ARE DISSATISFIED WITH OR DISAGREE WITH ANY PORTION OF THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO, THESE LIABILITY AND INDEMNITY PROVISIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

Other Terms & Conditions

No failure, omission, or delay on our part to exercise any right under these Terms of Use will preclude any other further exercise of that right or other right under these Terms of Use.

If any provision of these Terms of Use is declared unlawful, void, or invalid for any reason whatsoever, the remaining terms of these Terms of Use will not be affected, and these Terms of Use will be interpreted as if the unlawful, void or invalid provisions had not been placed in these Terms of Use. The headings in these Terms of Use are intended only to help organize these Terms of Use.

Changes to these Terms of Use

We reserve the right to modify or terminate the Site, or any feature, functionality, product, or service of the Site, in whole or in part, at any time. You agree that we may from time to time amend all or any part of these Terms of Use or other Site policies, including, without limitation, the applicable Privacy Policy, without advance notice to you. We will notify you electronically of any change to these Terms of Use if required by applicable law. Any changes to the Terms of Use shall take effect as soon as they are posted on this Site. Your use of the Site after the effective date of the change shall constitute your agreement to be bound by the terms of the then-current Terms of Use. You should review these Terms of Use each time before using the Site to monitor for any changes.

Accessibility

If any portion of this Site is inaccessible to you for any reason, please contact us at 833-388-2141.

Digital Millennium Copyright Act (DMCA) Procedures

Violating the trademark or copyright rights of others is a violation of our Terms of Use. Nothing on this Site shall be construed as conferring any license under any intellectual property right, whether by estoppel, implication, or otherwise. Except as otherwise noted, the Bank and Concerto are the owners of their respective trademarks and service marks on this Site, whether registered or not.

We provide the following procedures for making a Digital Millennium Copyright Act (DMCA) claim or counter-claim.

Notice and Procedure for Making Claims of Copyright Infringement. In accordance with the Digital Millennium Copyright Act (DMCA), we have a designated agent to receive notice of unauthorized online use of copyrighted materials on this Site. If you believe that your copyrighted work is being infringed, please notify our copyright agent specified below.

E-mail: privacy@concertocard.com

Certified Mail: Concerto Card Company
 Attn: Legal
 PO Box 530197
 Atlanta, GA 30353-0197

Please notify us in writing and include all of the following:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Procedure for making a DMCA Counter Notification. If you have had material that you placed online removed pursuant to a DMCA infringement complaint and feel that it is not in fact an infringement, you can submit a counter notification. Please send a written counter notification of copyright infringement containing the following information to our designated agent specified below.

E-mail: privacy@concertocard.com

Certified Mail: Concerto Card Company
Attn: Legal
PO Box 530197
Atlanta, GA 30353-0197

Please notify us in writing and include all of the following:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled
- Your name, address, telephone number, and if available, an electronic mail address at which the counter-complaining party may be contacted, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person
- A physical or electronic signature of a person who has had alleged infringing material removed.

We will not respond to counter notifications that do not adhere to the listed requirements. We will deliver your counter notification to the original individual who filed the DMCA copyright infringement complaint informing them that the removed material will be

replaced within 10 -14 business days following notification. Once the notification has been delivered, we are authorized to reinstate the removed material and cease disabling access 10 -14 business days following the receipt of the counter notice unless we receive notice that the original individual is proceeding with a court order against you.

Possession of an Injunction. If we receive a notification and appropriate accompanying documentation from a copyright holder to our designated agent that they are in possession of an injunction that prohibits us from providing access to the infringing material, you will be informed as soon as we are able and we will follow the requirements as set forth in the injunction.

Contact Information

Questions about these Terms of Use should be directed to the following address via certified mail or email at the designated addresses below:

Email: privacy@concertocard.com

Certified Mail: Concerto Card Company
 Attn: Legal
 PO Box 530197
 Atlanta, GA 30353-0197