

VARO LINE OF CREDIT ACCOUNT AGREEMENT & DISCLOSURES

EFFECTIVE October 20, 2025

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP A COPY OF IT IN A SAFE PLACE

This Varo Line of Credit Account Agreement (the "Account Agreement" or "Agreement") dictates the terms of your open-end line of credit account (the "Varo Line of Credit" or "Varo Line of Credit Account") available from Varo Bank, N.A. ("us," the "Bank," "Varo," or "Varo Bank"). Varo Line of Credit Account gives you access to cash which will be deposited in your Varo Bank Account (based on eligibility and underwriting criteria). The Varo Line of Credit Account must be repaid in installments over the period of time that is disclosed to you when you choose your draw amount under the Varo Line of Credit Account. "We," "our," and "us" refer to the Bank, our successors, affiliates or assignees. When we say "you" or "your" we mean the owner of the Varo Line of Credit Account. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Varo Line of Credit Account Agreement are calendar days (Monday through Sunday) unless indicated otherwise.

This Varo Line of Credit Account Agreement is subject to the Varo Bank General Terms Agreement, which includes a mandatory and binding arbitration clause. See the General Terms Agreement for more information.

By providing an electronic signature or opening or holding an account with us, you agree to the most recent version of this Varo Line of Credit Account Agreement, which is available to you at <https://www.varomoney.com/privacy-legal/>, or within the Varo Mobile Application (the "Mobile App") or the Varo Web Application (the "Web App"). The Mobile App and the Web App are collectively hereinafter referred to as the "App".

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Varo Line of Credit	0.00% Varo does not charge an interest rate for Draws under the Varo Line of Credit.
Paying Interest	You will not be charged interest on outstanding Varo Line of Credit balances.

Fees

Finance Fees

Origination Fees are charged per Draw under the Varo Line of Credit and will be billed when the Draw is taken. The specific amount of the Draw under the Varo Line of Credit and associated fees you are eligible for are disclosed in the App.*

Origination Fees charged are as shown in the table below:

Draw under the Varo Line of Credit	Associated Origination Fee	Payment Term	Monthly Payment Amount
\$600	\$60	3 Months	\$220
\$800	\$100	4 Months	\$225
\$1,000	\$152	6 Months	\$192
\$1,250	\$226	9 Months	\$164
\$1,500	\$300	12 Months	\$150
\$2,000	\$400	12 Months	\$200

MLA

Draw under the Line of Credit	Associated Origination Fee	Payment Terms	Monthly Payment Amount
\$600	\$36	3 Months	\$212
\$800	\$60	4 Months	\$215
\$1,000	\$104	6 Months	\$184
\$1,250	\$190	9 Months	\$160
\$1,500	\$300	12 Months	\$150
\$2,000	\$400	12 Months	\$200

Annual Fee

\$0.00

Late Payment Fee	\$0.00
Return Payment Fee	\$0.00

*For Military personnel and their families that qualify as “covered borrowers” under 32 C.F.R. § 232.3(g) at the time of opening their Varo Line of Credit Account, Varo will charge the origination fees listed under MLA above during the time that the person is considered a covered borrower as defined under 32 C.F.R. § 232.3(g).

Table of Contents

VARO LINE OF CREDIT ACCOUNT AGREEMENT & DISCLOSURES

Varo Line of Credit Account Agreement & Disclosures

I. Agreement Basics

[A. Promise To Pay](#)

[B. Account](#)

[C. Varo Line of Credit Account Eligibility And Underwriting Requirements](#)

[D. Varo Line of Credit Draw Origination Fees](#)

[E. Income Information and Duty to Inform About Change in Circumstances](#)

II. Requesting Varo Line of Credit Draws

[A. Credit Limit](#)

[B. Interest](#)

[C. Repayment Schedule](#)

III. Repayment

[A. How to Make Payments](#)

[B. Notice About Payments](#)

[C. Returned Payments](#)

[D. Monthly Periodic Billing Statements](#)

IV. Default

[A. Our Rights in the Event of Default](#)

[B. Our Right to Set Off and Security Interest](#)

[C. Negative Credit Reporting.](#)

[D. Furnishing Information to Third Parties Reporting](#)

Other Agreements and Disclosures

[A. Assignment and Governing Law](#)

[B. Waivers](#)

[C. Consent to Electronic Communications and Our Communications With You](#)

[D. Arbitration](#)

[E. Confidentiality and Privacy Policy](#)

[F. Varo Line of Credit Use](#)

[G. Our Relationship With You](#)

[H. Force Majeure](#)

- [I. Your Representations and Warranties](#)
- [J. Amendment and Cancellation](#)
- [K. Notice of Change in Contact Information](#)
- [L. Titling, Ownership, Death or Incapacitation](#)
- [N. General Waiver and Severability](#)
- [O. Military Lending Act](#)

Varo Line of Credit Account Agreement & Disclosures

I. Agreement Basics

A Varo Bank Account is required to open a Varo Line of Credit Account. See the Varo Bank Account Agreement & Disclosures for more details. Draws requested from your Varo Line of Credit are deposited into your Varo Bank Account. “Varo Bank Account” means your existing demand deposit account with Varo Bank.

By acknowledging this Agreement and/or accepting a draw of funds under the Varo Line of credit (a “Draw”) for deposit to your Varo Bank Account from us, you are agreeing to all of the terms and conditions in this Agreement.

A. Promise To Pay

You promise to pay us all of your Draws, fees, and all other amounts owing to us in accordance with this Agreement. You may choose to repay anytime on or before the Payment Due Date. See Section III A for “How to Make Payments” for further details.

B. Account

Your Varo Line of Credit Account is an open end line of credit. You agree to use your Varo Line of Credit Account only to obtain Draws from time to time in accordance with the terms of this Agreement. You further agree that all Draws, once approved, will be deposited into your Varo Bank Account. You must agree to accept electronic, rather than paper, statements which will be available in the App. We may, at our option, provide certain documents in paper form at our sole discretion. This means: (i) you must keep us informed of changes to your valid email address and your valid phone number; and (ii) you must agree to accept electronic delivery of all account communications (including end-of-year tax forms and notices). You can only have one Varo Line of Credit Account.

We may use information from third parties to help us determine if you are eligible for a Varo Line of Credit Account.

C. Varo Line of Credit Account Eligibility And Underwriting Requirements

When you apply for your Varo Line of Credit Account, you authorize us to make or have made any credit, employment, income, or other investigative inquiries we deem appropriate prior to extending credit to you. You also authorize us to make such inquiries and obtain consumer reports when reviewing, renewing, updating, or collecting on your Varo Line of Credit Account in

the future. Upon your request or when required, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports to the extent required by law. We evaluate all information and history available to us from all of your Varo accounts or accounts you have linked to Varo, including your transaction history on any account with Varo, Varo Line of Credit Account repayment history, and any credit, employment, income, or other investigative inquiries we deem appropriate to determine if you are eligible for a Varo Line of Credit and your maximum Varo Line of Credit amount available (your “Credit Limit”) and to qualify you for higher limits. You may only have one Varo Line of Credit Draw outstanding at any time. The amount of your Credit Limit may be reduced due to the amount you have borrowed under another lending product with Varo.

Eligibility: Varo reserves the right to suspend or close your Varo Line of Credit Account or take any other action permitted under this Agreement in the event you become ineligible for the Varo Line of Credit at any time. In addition, you will be ineligible for a Varo Line of Credit if you are currently delinquent on any debt obligations reflected in your credit report, including but not limited to bankruptcy filing, accounts charged off, foreclosures, defaults, or collections. Additionally, past due Varo Advance or Varo Believe debt or a negative balance on your Varo Bank Account will make you ineligible for a Varo Line of Credit. Varo reserves the right to change the eligibility criteria at any time.

D. Varo Line of Credit Draw Origination Fees

Varo Line of Credit origination fees vary by the amount of the Draw taken and the associated repayment period as disclosed in the above chart. Specific Line of Credit Amounts (and the associated origination fees) that you are eligible for will be disclosed to you in the App. Notwithstanding anything to the contrary, for Military personnel and their families that qualify as “covered borrowers” under 32 C.F.R. § 232.3(g) at the time of opening their Account, Varo will charge the origination fees under MLA in the chart above for any Varo Line of Credit Draw while they are a covered borrower under 32 C.F.R. § 232.3(g).

E. Income Information and Duty to Inform About Change in Circumstances

You agree that we have the right to request additional proof of your current income from time to time, including from third parties where applicable. You understand and acknowledge that your Credit Limit for purposes of the Varo Line of Credit Account may be affected by your current income information evaluated by the Bank.

II. Requesting Varo Line of Credit Draws

You may request a Varo Line of Credit Draw from your Varo Line of Credit Account, up to your assigned Credit Limit, once you meet the criteria outlined above. Once a Draw is disbursed, you cannot request another Draw for any reason until the disbursed Draw is paid back in full (principal and fee). For example, if you are eligible for a \$1000 Varo Line of Credit Draw and you request \$600, you may not later request a \$400 Draw until the entire \$600 Draw plus the associated fee is paid back.

A. Credit Limit F

At any time your outstanding and unpaid Varo Line of Credit Draw cannot exceed your current Credit Limit. We may reduce your Credit Limit at any time and for any reason in our sole discretion, including reducing the Credit Limit to zero. A reduction in Credit Limit will not impact an outstanding Varo Line of Credit Draw but will impact a future Draw. If we reduce your Credit Limit, we will provide you with the new amount in the App, but the effective date of the reduction may be prior to your notification in the App.

B. Interest

Varo does not charge interest for Varo Line of Credit Draws; instead, an origination fee will be charged at the time of disbursement which is payable with the first and any subsequent payment on your Varo Line of Credit Draw until the origination fee is fully paid.

C. Repayment Schedule

The due date of the Varo Line of Credit Draw (the “Payment Due Date”) will be the same date of your Draw in the subsequent months until fully paid and will continue on the same day each month until the Draw is paid in full as disclosed to you when you received the Draw initially in the App. The Payment Due Dates cannot be changed. However, if the Payment Due Date does not occur in the following month, then for that month, it will be due on the last day of the month. For example, if you take a 3-month Draw on May 31st, your Payment Due Dates will be June 30th, July 31st, and August 31st assuming all payments are made on time. Each time you repay a Varo Line of Credit Draw in full—defined as the amount borrowed plus a fee—Varo will consider the action to be a successful repayment.

III. Repayment

A. How to Make Payments

1. **Making Payments.** All payments to the Bank must be made in U.S. Dollars. You can pay in the following ways:

- a. Automatic payments from your Varo Bank Account via AutoPay
- b. Manual payments from Varo Bank Account or Varo Savings Account
- c. Mailing a check. Mail a check to ATTN: Lending Department, P.O. Box 108, Draper, UT 84020. Your check must arrive before 6:00 a.m. Mountain Time on the day it is due and if the day it is due is not a business day, then the check must arrive by 6:00 a.m. on the prior business day. Be sure to write your Varo Line of Credit Account number on your check; your account number can be found on your Statement.

You may enable automatic payments from your Varo Bank Account to your Varo Line of Credit Account by selecting the AutoPay option at enrollment, or by enabling automatic payments at any time thereafter. You are not required to enable automatic payments to be able to access your Varo Line of Credit Account. Your access to your Line of Credit and the Available Credit will be determined in the same manner whether or not you enable automatic payments. You may disable automatic payments, including AutoPay, at any time.

2. Monthly Payment Requirement. Each month you must pay the amount shown as the Total Payment Due shown on your Statement, and we must receive that payment on or before the Payment Due Date shown on each Statement. See Section III.A. “How to Make Payments.” If your Total Payment Due payment is not received by your Payment Due Date, you will be in Default. See Section IV.A. “Our Rights Upon Default” for consequences of Default.

3. Payment Hierarchy. Payment will be applied to fees first and then to the outstanding balance from oldest to most recent on a per statement period basis. Such additional amount will not change your monthly payments other than from the last payment due.

4. Payments Made Using AutoPay

- a. If you enable AutoPay, funds from your Varo Bank Account will be used to automatically pay any amount due on the Payment Due Date. This means that your monthly payment in full will be deducted from your Varo Bank Account automatically on your Payment Due Date. You will be notified of the amount of the automatic payment from your Varo Bank Account in the same communication where you are notified that your Statement is available.
- b. If the amount due on the Payment Due Date is greater than the amount in your Varo Bank Account, i.e. your Bank Account has insufficient funds on or after the repayment date, we'll deduct any balance owed from incoming deposits to your Bank Account until the Total Payment Due is fully repaid.
- c. Until the Total Payment Due is fully paid, you will be considered to be in Default. See Section IV.A. “Our Rights in the Event of Default” for consequences of Default.

B. Notice About Payments

You can also repay all or part of your outstanding Varo Line of Credit Draw at any time (except while an automatic payment is currently processing) by making a transfer from your Bank Account or Savings Account. You can either manually repay your Varo Line of Credit Draw by a transfer from your Bank Account or Savings Account or by authorizing us by mobile device, by phone, or by computer to make payments on your Varo Line of Credit Account from your Bank Account or Savings Account.

C. Returned Payments

If any payment is not honored, for any reason, the Draw will remain outstanding and you will still be liable to repay any outstanding Draw that is due (including any fee for the Draw).

D. Monthly Periodic Billing Statements

A periodic billing statement will be available monthly covering the periods of: (1) the first day of the month through the 15th day of the month; and (2) the 16th day of the month through the last day of the month. The periodic billing statement will show your Varo Line of Credit Account balance at the beginning of every monthly period and at the end of every period, any Draws you have requested, Varo Line of Credit origination fees incurred, and any repayments of Varo Line of Credit Draws and fees processed. Unless you notify us of a billing error, you accept your periodic billing statement as an accurate statement of your Varo Line of Credit Account. Carefully review your statement each statement cycle and notify us of any errors within sixty

(60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history of your Varo Line of Credit Account transactions by contacting us in App.

E. Billing Rights Notice

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, contact us through the chat feature on our app. If your account is closed, call us at 1-877-377-8276.

In your communication, 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.

IV. Default

We may consider your Varo Line of Credit Account to be in default if any of the following occurs ("Default"): (i) you fail to meet the conditions, to perform any obligation, or to make any required payment under this Agreement or any other agreement that you make with us relating to any outstanding Varo Line of Credit Draw (principal and fee, collectively "Debt"); (ii) you have given us false or misleading information or misrepresentations; (iii) you die; (iv) any government authority takes action that we believe adversely affects your financial condition or ability to repay the Debt; (v) any guaranty or other agreement required in connection with the Debt is violated or ineffective; (vi) you are in default under any agreement that you have entered into with us, or (vii) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors. We may report information about your Varo Line of Credit Account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report

A. Our Rights in the Event of Default

If you are in Default under this Agreement, we may, at our option and as permitted by law (including your right to cure) do any one or more of the following: (i) declare your entire Debt immediately due and payable and proceed to collect it; (ii) close your Varo Line of Credit

Account; (iii) lower your Credit Limit; (iv) exercise all other rights, powers, and remedies given by law; and (v) recover from you all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power or remedy provided by law or this Agreement. To the extent permitted by law, you waive any defense you may have against the Bank.

B. Our Right to Set Off and Security Interest

Varo may take or set off funds in any or all of your accounts with us for direct, indirect, contingent, and acquired obligations that you owe us (past, present, or future), regardless of the source of funds in an account (except where prohibited by law). Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your account for obligations you owe us. If the law imposes conditions or limits on our ability to take or setoff funds in your accounts, to the extent you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your accounts with us to obligations you owe us.

Further, you grant us a lien on and security interest in the funds on deposit in your account(s) as security for all of your liabilities and obligations to us, now or in the future.

C. Negative Credit Reporting.

YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT-REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR VARO LINE OF CREDIT ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

D. Furnishing Information to Third Parties Reporting

If you believe that we have furnished any inaccurate information relating to your Varo Line of Credit Account to any consumer-reporting agency, you may contact us via the App. To help us respond to your notification, you must include your Varo Line of Credit Account number, Social Security number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the following address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111; TransUnion, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or Experian, P.O. Box 4500, Allen, TX 75013, 1.888.397.3742.

Other Agreements and Disclosures

A. Assignment and Governing Law

You may not assign your Varo Line of Credit Account and your obligations under this Agreement. We may transfer our rights under this Varo Line of Credit Account Agreement. This

Agreement will be governed by the law of the State of Utah except to the extent governed by federal law.

B. Waivers

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

C. Consent to Electronic Communications and Our Communications With You

This Agreement is subject to the Varo Bank Electronic Communications Agreement and Varo Bank Telephone Use Agreement and Disclosures. See these agreements for more information, available at: <https://www.varomoney.com/privacy-legal/>

D. Arbitration

This Agreement is subject to the Varo Bank General Terms Agreement, which includes a mandatory and binding arbitration clause. See the General Terms Agreement for more information available at <https://www.varomoney.com/privacy-legal/>.

E. Confidentiality and Privacy Policy

Our confidentiality obligations to you and our privacy policies are contained in our US Consumer Privacy Notice and US Online and Mobile Privacy Policy, which are incorporated herein by reference, available at: <https://www.varomoney.com/privacy-legal/>

F. Varo Line of Credit Use

You are responsible for all authorized use and transactions initiated and fees incurred by use of the Varo Line of Credit product. If you permit another person to have access to your Varo username and password, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Varo Line of Credit according to the terms and conditions of this Varo Line of Credit Account Agreement.

G. Our Relationship With You

This Varo Line of Credit Account Agreement and the relationship do not create a fiduciary relationship.

H. Force Majeure

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, earthquakes, epidemics, or pandemics).

I. Your Representations and Warranties

By requesting a Varo Line of Credit Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you reside (with a physical address) in the fifty (50) United States, or the District of Columbia ("U.S."); (iii) you have provided us with a verifiable U.S. or District of Columbia street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Varo Bank Account is true, correct and complete; and (v) you received a copy of the Agreement and agreed to be bound by and to comply with its terms.

J. Amendment and Cancellation

You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You agree that we may change any of the terms of this Agreement, including the Varo Line of Credit amount, fee, and qualification criteria, from time to time. We will provide you with prior notice of such changes as and when required by law.

You may cancel your Varo Line of Credit Account at any time by notifying us that you wish for your Varo Line of Credit Account to be closed and by paying us the entire balance plus fee in full. If you no longer consent to this Agreement, you may also cancel your Varo Line of Credit Account. Varo reserves the right to cancel or suspend your Varo Line of Credit Account at any time, at our sole discretion. You may withdraw consent to receive communications in electronic form by contacting us in the App. If you withdraw consent, the Varo Line of Credit Account will be closed. Your termination of this Varo Line of Credit Account Agreement will not affect any of our rights or your obligations arising under this Varo Line of Credit Account Agreement prior to termination. If the Bank detects activity that is believed to be suspicious, unauthorized, or unlawful, Varo can restrict access to your Varo account(s).

K. Notice of Change in Contact Information

You agree to promptly notify us of any change in your contact information, including the address and phone number listed at the top of this Agreement, and any electronic mail addresses provided to us for purposes of communicating with you regarding this Varo Line of Credit Account. You agree to notify us by keeping your email address, all phone numbers, and physical addresses up to date via the App.

L. Titling, Ownership, Death or Incapacitation

The Varo Line of Credit Account may only be owned and titled in the name of one (1) person who solely retains the right to deposit, transfer, or withdraw funds. The Varo Line of Credit Account cannot be owned or titled jointly, by an organization, as "Payable on Death" (referred to as "POD"), "In Trust For" (referred to as "ITF"), or under "Power of Attorney." In the event that your Varo Line of Credit Account comes under a Power of Attorney or conservatorship, we will work with your legal representatives to handle the disposition of your Varo Line of Credit Account.

You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Varo Line of Credit Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act.

M. Customer Service

If you need help with your account, please contact us through your Varo Bank app. If you cannot access your Varo Bank app, please go to www.varomoney.com to find out how to contact us.

N. General Waiver and Severability

You agree that if we grant any waiver, modification, or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification, or indulgence for any other or future act, event, or condition. We may delay enforcing any of our rights under this Varo Line of Credit Account Agreement without losing them. This Varo Line of Credit Account Agreement constitutes the entire agreement between the parties and no other agreements, representations, or warranties other than those stated herein shall be binding unless reduced in writing and signed by all parties. Except for any provision in the Arbitration Clause, if any provision in this Varo Line of Credit Account Agreement is held by any court or arbitrator of competent jurisdiction to be unenforceable, the remaining provisions of this Varo Line of Credit Account Agreement remain in full force and effect.

O. Military Lending Act

Annual Percentage Rates Disclosures: Federal law provides important protections to active duty 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 Card account). To hear this same disclosure and for a general description of your payment obligations for this Account, call the following toll-free number: 1-877-377-8276.

Covered Borrower Savings Clause: The provisions of Paragraph O apply only to a "Covered Borrower" as that term is defined by 32 C.F.R. § 232.3(g). If any contract provision not identified herein is contrary to the rights and protections afforded to you by Federal law pursuant to 10 U.S.C. § 987 and its implementing regulations, including, but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative, and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited shall remain in full force and effect.