

The Sable Secured Credit Card Cardholder Agreement

Effective as of November 20, 2021

The Sable Credit Card is a Secured credit card backed by funds in your Sable security account. Both the card and security account are offered through Coastal Community Bank.

We will grant you credit up to a maximum amount (your "Credit Limit") based on the deposit made to your Security Account. See the "Credit Limit" section below for more details.

The Sable secured credit card cannot be used for cash advances or balance transfers.

INTEREST RATES AND FEES	
Annual Percentage Rate (APR) for purchases	Prime + 6.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any Interest on purchases if you pay your entire balance by the due date each month.
Annual Fee	None
Foreign Transaction Fees	2%
Late Payment	None
Returned Payment	Up to \$30
Card Expedite Fee	\$20
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore .

Credit Limit: Your credit limit will be equal to the amount of security you put down, which can be up to \$10,000.

HOW INTEREST IS CALCULATED

Your Interest Rate	<p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p>The following rates apply to purchases and cash advances. If approved, the Annual Percentage Rates (APRs) applicable to your account will be provided in a table at the beginning of your Agreement. Your APRs will be shown on your billing statement.</p> <p>EXAMPLE: The APR for purchases is the prime rate plus 6.99%. As of October 1, 2020, the daily rate for purchases was .028055% (APR 10.24%).</p> <p>However, if we have disclosed a promotional rate at the time we made a promotional offer, we will calculate interest on balances subject to that promotional offer using the applicable promotional financing rate.</p> <p>Daily Rates May Vary. The APRs and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in The Wall Street Journal in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rates and APRs will increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
When We Charge Interest	<p>Purchases. Generally, we charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none">▪ We will not charge you interest during a billing cycle on any purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the billing cycle; OR2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.▪ We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the previous billing cycle; OR2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.

<p>How We Calculate Interest</p>	<p>We calculate interest on your account by applying the daily rate to the daily balance for each day in the billing cycle. See below for how this works:</p> <ol style="list-style-type: none"> 1. How to get the daily balance: We take the starting balance for each balance type each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. <p>We apply Returned Payment fees to balance as new purchases.</p> <ol style="list-style-type: none"> 2. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies. 3. How to get the starting balance for the next day: We add the daily interest amount (step 2) to the daily balance (step 1) 4. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle for all the balance types, to get the interest for the account.
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State Notices

All Accounts, including New York Residents: We may obtain your credit report in connection with evaluating your application and subsequently in connection with updates to your account for additional credit, payments or delinquencies. We will inform you, upon request, whether a report was obtained and, if so, the name and address of the consumer reporting agency that furnished the report.

All Accounts, including Rhode Island and Vermont Residents: We may request a credit report in connection with the application. You consent to the obtaining of such reports by submitting this application.

California Residents: A married applicant may apply for a separate account.

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

New York Residents: New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-342-3736, or on the web at www.dfs.ny.gov, or by contacting the Consumer Financial Bureau at www.consumerfinance.gov/

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Married Wisconsin Residents: No provision of a marital property agreement, a unilateral statement under section 766.59 or a court decree under section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Married Wisconsin Residents: If you are applying for individual credit or joint credit with someone other than your spouse, and your spouse also lives in Wisconsin, combine your financial information with your spouse's financial information.

USA Patriot Act

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

This means that when you open an account or use our services, we will ask for your name, physical address, date of birth and other information that will allow us to identify you. We may also ask to see other identifying documents such as driver's license or other documents that validate your identity.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

If, for any reason, any owner is unable to provide the information necessary to verify their identity, your account(s) may not be opened, may be blocked or closed.

You are responsible for the accuracy and completeness of all information supplied to us in connection with your account and/or account services and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

Minimum Payment Calculation

Your total minimum monthly payment is calculated as follows:

1. The greater of \$25 or 2% of the previous statement balance
2. plus interest, plus fees and plus any amount that is past due. This sum will be rounded up to the nearest dollar, or
3. If your balance is less than \$25, the minimum due will equal the balance on the account.

You may pay more than the Minimum Payment or you may pay the total outstanding balance at any time. If you make a payment greater than your Minimum Payment, this does not affect your obligation to make the next Minimum Payment. Credits to your Account, such as from merchants, are generally not considered payments and will not reduce your total Minimum Payment.

If your account is 30 days past due and your reserve balance is greater than your outstanding balance, Sable will use your reserve funds to pay your minimum balance.

If your account is 30 days past due and your reserve balance is less than your outstanding balance, your entire balance is immediately due and payable. In this instance, Sable will use your reserve funds to pay your outstanding balance, and will send notification to you to make payments on the outstanding balance immediately.

If your Account is part of a bankruptcy proceeding or otherwise charges off, the entire balance is immediately due and payable.

THE SERVICES AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". THE SERVICES AND CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SABLE AND ITS AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THAT: (1) THE CONTENT IS TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT; (2) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (3) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (4) THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (5) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

Standard Provisions

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT	
This Agreement	This Sable Credit Card Cardholder Agreement, together with your Account Opening Disclosures (including, as applicable, the Privacy Policy and Truth in Lending Disclosure) (collectively, this “Agreement”) govern the use of the Sable credit card (“Card”) and related security account (“Account”). Please read this Agreement and retain a copy for your records. This Agreement will become effective when you (or a person authorized by you) activate your Card and make a transaction using the Card. Your use of the Card is your consent to be bound by the terms of this Agreement. The Card and credit under this agreement is issued by Coastal Community Bank (“Bank”). These documents replace any other agreement relating to your account that you or we made earlier or at the same time.
Parties To This Agreement	As used in this Agreement “we,” “us” and “our” mean the Bank as the Card issuer, Sable as the facilitator and Coastal Community Bank as the creditor. The words “you” and “your” mean all persons responsible for complying with this Agreement, including the applicant, the cardholder, any guarantor and the person to whom we address Account statements.
Business Days	Monday through Friday, excluding Federal Reserve Bank holidays.
Changes To This Agreement	Subject to the limitations of applicable law, we may at any time change, add to or delete any of the terms and conditions in this Agreement, including, but not limited to, interest rates and this Change of Terms provision. Such changes may be based, in whole or in part, upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Limit on your Account with us, or your credit score and information contained in your credit report and financial data. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new Purchases and to the outstanding balances of your Account, to the extent permitted by applicable law.

HOW TO USE YOUR ACCOUNT	
Your Registration & Your Responsibility	To sign up for a Sable Credit Card you must have an account with Sable (an “Account”). You must provide accurate and complete information and keep your Account information updated. By registering, you represent and warrant that you are providing accurate and complete information and that you will keep your Account information updated. You are responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may be held liable for losses or damages incurred by us or any other user of or visitor to the Services due to someone else using your user name, ID, password, or other information which provides access to the Services. You may never use another person’s user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use Sable’s account or credit card (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account.
Use Of Your Card And Account	You may use the Card to make purchases only for personal, family or household purposes from any person or establishment accepting the Card (each such transaction, a “Purchase”). The Card does not have a cash advance or balance transfer feature. You agree to use the Card only for legal and lawful purposes. The Card may not be used for illegal transactions or for the purpose of paying us on this or any other form of credit account you may have with us. If you use your Card for any such purpose, you

	will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all charges relating to such transactions and all other transactions on your Account at the time it is closed.
You Promise To Pay	You promise to pay us for all amounts charged to the Account, including all purchases and interest charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.
Credit Limit	We will grant you credit up to a maximum amount (your "Credit Limit") based on the deposit made to your Security Account. Your current Credit Limit will be shown on each monthly statement. You promise not to exceed your Credit Limit. However, if you exceed your Credit Limit, we can still charge you for all Purchases and interest without giving up any of our rights. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so. At our discretion, we may (1) block transactions that would exceed your Credit Limit and (2) change your Credit Limit at any time without advance notice to you.
Transaction Limits	To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your Account for any reason.
Monthly Statements	We will electronically send you a monthly statement for any billing period in which there is activity on your Account, or as otherwise required by applicable law. Your monthly statement will show, among other things, (1) the unpaid balance on your Account at the beginning of the billing period (the "Previous Balance"); (2) any Purchases, interest and other debits posted to your Account in that billing period; (3) any payments and credits posted to your Account in that billing period; and (4) the Minimum Payment you must pay and the date your Minimum Payment is due ("Payment Due Date") (which is set to be available on the 11th of every month with a due date of the 27th of every month). Your credit card statement will be available on-line where you can review and print.
Transactions In Foreign Currencies	<p>We charge a 2% fee on foreign transactions.</p> <p>If you obtain funds or make a purchase in a currency other than U.S. dollars, the amount deducted from the Available Balance of your Account will be converted by Mastercard into an amount in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account. MasterCard may charge you an International Service Fee (sometimes referred to as an "ISF") equal to one percent (2%) of the U.S. dollar amount of any International Transaction. The International Service Fee will be calculated on the U.S. dollar amount provided to us by Mastercard and will be charged to the same Account to which the transaction is posted at the same time the International Transaction posts to that Account. The same conversion process and fee may apply if any International Transaction is reversed or credited back to your Account.</p>
Pre-authorized Recurring Merchant Transactions	You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance of a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions. You must contact the merchant if you want to cancel automatic billing.

HOW AND WHEN TO MAKE PAYMENTS

When You Must Pay	<p>We must receive at least the Minimum Payment due on your Account by 7:00 p.m. Eastern Time on the Payment Due Date of each billing period. The Minimum Payment Due and Payment Due Date are shown on each billing statement. Payments received after the Cut-Off Time will be credited to your Account no later than the next business day. Credit to your Account may be delayed for up to five (5) days if we receive a payment that does not adhere to the requirements set forth in this section and on your statement. For your payment to be considered on time, we must receive at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your billing statement. The available credit on your Account may not reflect your payment for up to fifteen (15) business days or longer if we doubt the collectability of the payment or if we suspect fraudulent activity on your Account. Nonetheless, we will credit your payment to your Account as of the business day that we receive it (provided we receive it prior to 7:00 p.m. Eastern Time).</p>
How To Make Payments	<p>You can pay through your Sable app or through your externally connected account via ACH as a one-time payment or by setting up automatic payments. Your payment must be made in U.S. dollars. You agree not to send us checks. If you do, we have the right to return the check to the address it is received from and not credit the payment to your account.</p> <p>If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in your billing statement.</p>
Payment Allocation	<p>We credit your payments in accordance with our payment instructions of applying to interest charges first and then to balances due. Payments must be made in US dollars, do not send cash. Payments in excess of the Minimum Payment Due are applied in accordance with law. This means that we will generally apply payments in excess of the Minimum Payment Due to older transactions first. Credits are applied at our discretion and you authorize us to apply payments in a way that is most favorable or convenient for us.</p>

INFORMATION ABOUT YOU

Credit Reports And Account Information	<p>You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer reporting agencies) in reviewing your account and for any lawful purpose, including any updates or extensions of credit, or reviewing or collecting your Account. Upon your request to us, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to you. We may also furnish information concerning your Account as well as information concerning you to consumer reporting agencies and to other proper parties.</p>
Customer Privacy	<p>Our privacy policy ("Privacy Policy") is provided separately in accordance with applicable law and can also be viewed online at www.sablecard.com. Coastal Community Bank's privacy policy is located here: https://www.coastalbank.com/privacy-notice.html.</p>
Address/Phone Change	<p>You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address (mailing or email) or any phone number.</p>
Telephone Monitoring	<p>For quality control, you allow us to listen to and/or record telephone calls between you and us.</p>

Emails	You consent to us emailing you for any lawful purpose, including marketing if you have opted in.
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INFORMATION ABOUT YOUR ACCOUNT	
Unauthorized Use	If your Card or device is lost, stolen or if your Account is used without your consent, call us immediately at 833-583-8383. You will not be liable for unauthorized use on your Account, but you will be responsible for all use by anyone you allow to use your Account or device.
Notice Of Information Reporting	We may report information about your Account to other creditors, other financial institutions and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.
Inaccurate Information	You have the right to dispute the accuracy of information we have reported to a credit bureau. If you think any information about your Account that we have reported is incorrect, please contact Sable by phone number or email shown on your statement. Include your name, address, telephone number and a brief description of the issue. If available, please include a copy of the credit report in question. We will research your issue and if we confirm that you are correct, we will contact the consumer reporting agency we reported to and request a correction.
Disputed Charges And Payments	<p>All written communications concerning disputed charges or payments made must be communicated to Sable by email at help@sablecard.com and include your name, address, account number, and description of the disputed charge or payment. Your communication must reach us within 60 days after the first bill with the error was communicated to you. We will reply within 30 days after receiving your dispute, unless the problem has been resolved. We will work to resolve your dispute within two billing cycles after sending the initial letter.</p> <p>After we finish our investigation one of two things will happen:</p> <ol style="list-style-type: none"> 1. If a mistake was made you will not have to pay the amount in question or any interest or other fees related to that amount. 2. If we do not believe there was a mistake you will have to pay the amount in question, along with any applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. <p>The billing rights summary in this Agreement describes in further detail about what to do if you think there is a mistake on your bill.</p> <p>We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.</p>
Events Of Default	Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment by the Payment Due Date; (2) you attempt to engage in a transaction over the Credit Limit; (3) you make a payment that is returned unpaid to us for any reason; (4) you breach any term under this Agreement; (5) we determine that any statement made by you to us in connection with this Agreement, your Card or your Account was false or misleading; (6) you breach any terms under any other agreement that you have with us or Sable or with any the affiliates of any of them; (7) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death; or (9) we have any reason to believe you may not be creditworthy.

Default Remedies Including Collection Costs	Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee.
Rules And Conduct	<p>As a condition of use, you promise not to use Sables account or card(s) for any purpose that is unlawful or prohibited by this Cardholder Agreement, or any other purpose not reasonably intended by Sable. You agree to abide by all applicable local, state, national and international laws and regulations, and by the terms of any other agreements you may have with Sable. By providing us with any information, you represent and warrant that you have all necessary right, consent and authority to provide us with such information. You understand and agree that we shall have the sole right to decide whether you are in violation of any of the restrictions set forth in these Cardholder Agreement, and shall have sole discretion regarding the course of action to take in connection therewith.</p> <p>You shall not: (i) use this Services for any purpose that is unlawful; (ii) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (iii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iv) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (v) run any form of auto-responder or "spam" on the Services; (vi) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Services; (vii) harvest or scrape any Content from the Services; (viii) violate or infringe upon the rights of Sable or any other third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; (ix) engage in harassing, abusive, profane, or abusive conduct; or (x) otherwise take any action in violation of our guidelines and policies.</p> <p>If at any time you are in violation of these Terms of Use, we may in our sole discretion and without advance notice choose to suspend, terminate, or throttle your access to your Card, your Account or both.</p>
Suspension / Revocation / Cancellation	Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any such actions on our part will not affect your obligation to pay us the outstanding balance and interest under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, or for the retention of your Card by any person or entity. If we revoke or cancel the Card, you must destroy or return the Card. You may not use a Card after it has expired or after it has been revoked or cancelled. You may cancel your Account at any time. We may require that you return your Card and that it be cut in half. Your cancellation of the Account will not affect your obligation to pay us the outstanding balance and interest under the terms of this Agreement. If you ask us to cancel your Account but we believe you have continued to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account and we may then reinstate your Account.
Closing Your Account	You may close your Account at any time by sending an email to help@sablecard.com or calling us at 833-583-8383. If your Account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.
Termination	We may terminate your access to your Card at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of some or all information associated with you to the extent permitted by applicable law. All provisions of these Cardholder Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Inadvertent Overcharges	It is not our intention to charge any interest charges or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be credited to your Account or refunded to you.
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IMPORTANT INFORMATION ABOUT THIS AGREEMENT	
Severability	Subject to the Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.
Entire Agreement	You acknowledge that this Agreement, as amended constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.
Waiver	Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.
Indemnification	You shall defend, indemnify, and hold harmless us, our affiliates, payment card networks and payment processors, and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services or any Content, violation of this Cardholder Agreement, or infringement of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.
Governing Law	Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of Washington State without regard to its conflicts of law principles.
Headings And Tables	The section headings and table structure of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

E-SIGN Consent

Consent to Electronic Communication

We would like to communicate with you using electronic means. When you agree to the Terms and Conditions and click the "I Agree" button, this tells us:

- You agree to receive any electronic communication from us for any purpose;
- You agree to receive an electronic version of any written notice or disclosures we must send you under law (“Legal Disclosures”); and
- You understand that to receive Legal Disclosures, you must meet the requirements in Section 2 below.

When we send electronic communication, including a Legal Disclosure, it may come in the form of an update to our website or within our mobile app; as an email, text, or communication on social media; as a notification on mobile, tablet, or wearable devices; or through other electronic means. When you sign-up for an Account with Sable, we will request your mobile telephone number. We request this information in order to send you security confirmation text messages and information about your Account and our Services. By clicking or tapping the “I accept” button below you are telling Sable that you consent and agree to accept and receive communications from us, including via e-mail, text message, calls and push notification to the mobile telephone number you provide us. As part of this consent, Sable, or someone on our behalf, may send you communications generated by automatic telephone dialing systems [and/or deliver pre-recorded messages] that includes (i) security confirmation messages; (ii) communications about your Account (such as transfers you requested or received), (iii) communications about use and updates to our Services, and (iv) other information concerning your Account and our Services. Sable does not charge you when we communicate with you via text message, but your phone carrier will apply standard text messaging charges and data rates.

Technology Requirements

In order to receive electronic communications, including Legal Disclosures, you must have:

- A computer or mobile device with an internet connection.
- iPhone versions iOS 10+
- iPadOS 13.1 or Android 4.3+
- A web browser that includes 256-bit encryption, with cookies enabled.
- The ability to view and retain Portable Document Format (PDF) files.
- A valid email address and mobile phone number.
- Sufficient storage space to save any Legal Disclosure or an installed printer to print them.
- We may change these requirements, but we will notify you promptly of any material changes.

Resolving a Dispute with Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION AT EITHER PARTY’S REQUEST. UNLESS YOU REJECT IT WITHIN THIRTY (30) DAYS AFTER YOUR ACCOUNT IS OPENED, THE ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. THIS PROVISION DOES NOT APPLY IF YOU ARE A “COVERED BORROWER” AS DEFINED IN THE MILITARY LENDING ACT, 10 U.S.C. § 987.

Agreement to Arbitrate: Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with your Account or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining an Account with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled using the following procedures: YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. In addition, your agreement to arbitrate and waive trial by jury shall be applicable to parties acting on our behalf, including agents or independent contractors who collect your account on our behalf or purchase your account, and to parties acting on your behalf, such as your authorized users, heirs, or representatives. This Arbitration Agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not by any state arbitration law. Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your Account or related products or services. Either party may request that the matter be submitted to arbitration.

Commencing an Arbitration: The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If you elect arbitration you must notify us in writing. Your notice must be sent to Coastal Community Bank, Finance Department, 5415 Evergreen Way, Everett, WA 98203 AND an email notification to Sable, help@sablecard.com. If we elect arbitration we will notify you in writing at your last known address on file.

Claim: A "Claim" is any unresolved claim, dispute or controversy between you and us, whether past, present or future, arising out of or related to this Agreement, your Account, products or services governed by this Agreement or the relationships resulting from this Agreement or your Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our" also include Sable and any person or entity named as a co-defendant with us in a Claim asserted by you. Notwithstanding the foregoing, individual actions brought in small claims court (or your state's equivalent court) are not eligible for arbitration; however, if the action is transferred, removed, or appealed to a different court, it shall be eligible for arbitration at either party's request.

Binding Arbitration: Binding arbitration is a means of having an independent third party (the arbitrator) resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (AAA), according to the Consumer Arbitration Rules of the AAA. A single arbitrator shall be appointed. If you have a question about the AAA, you can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, NY 10019, 1-800-778-7879, www.adr.org. If the AAA is unable to serve as administrator and you and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator, provided that no company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Agreement.

Powers and Qualifications of Arbitrators and Arbitration Procedures: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

Class Action Waiver: YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNT HOLDER.

The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal.

Rights Preserved: This Arbitration Agreement and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other available remedies; to comply with legal process; to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction; or to bring an individual action in court that is limited to preventing the other party from using or obtaining any provisional or self-help remedies and that does not involve a request for damages or

monetary relief.

Enforcement: You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if such claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator. Failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration.

Survival and Severability of Terms: This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this Arbitration Agreement (except for the Class Action Waiver set forth above) is deemed invalid or unenforceable, the remaining provisions of the Arbitration Agreement shall remain in force. No portion of this Arbitration Agreement may be amended or waived absent a written agreement between you and us.

RIGHT TO REJECT: You may reject this Arbitration Agreement by mailing a signed rejection notice to Sable, help@sablecard.com within thirty (30) calendar days after your Account is opened. Any rejection notice must include your name, address, email address, and telephone number.

This is the only manner you can reject this section. If you do that, only a court may be used to resolve any Claim. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.

Your Billing Rights

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, please contact Sable by email at help@sablecard.com with the subject line "DISPUTE" or by phone at 833-583-8383.

In your communication, give us the following information:

- *Account information:* Your name and Sable e-mail address-
- *Transaction information:* The dollar amount(s) of the suspected error and date(s) of the transaction(s) in question.
- *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:

- No later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared
- At least three (3) business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Communication.

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

1. Within thirty (30) days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.

2. Within ninety (90) days of receiving your notice, 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 ten (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;
2. You must have used your credit card for the purchase; and
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 by email at help@sablecard.com with the subject line "DISPUTE" or by phone at 833-583-8383.

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 do not pay, we may report you as delinquent.

Military Lending Act Disclosure

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 thirty-six percent (36%). 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). Additionally, if you are a "covered borrower" as defined in the Military Lending Act, the provision in this Agreement called "Resolving a Dispute with Arbitration" will not apply to your Account.

Additional State Notices

All Accounts, including California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Wisconsin Residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

Maryland Residents: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

New Jersey Residents: Because certain provisions of this Note are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

New Hampshire Residents: This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

Terms and Conditions for Adding your Sable Card to a Digital Wallet

By adding your Sable Card to a Digital Wallet, you accept and agree to the following:

1. Adding your Sable Card	<p>You can add an eligible Sable Card to a supported Digital Wallet by following the instructions of the Digital Wallet provider. During registration, you may be required to take additional steps to authenticate yourself before your Sable Card is added to a Digital Wallet, such as providing additional identifying or verifying information. When adding your card to a Digital Wallet, a Digital Wallet Provider may add a unique identifier different from your Card number ("Device Account Number") to your Digital Wallet that enables you to make purchases through that Digital Wallet.</p> <p>If your Sable Card is not in good standing or your account is frozen for any reason, then your Sable Card will not be eligible to be added to any Digital Wallet and if already in a Digital Wallet, the card may be deactivated or removed. When you add a Sable Card to the Digital Wallet, you may use the Digital Wallet to transact with retailers who support that Digital Wallet. Note though, a Digital Wallet may not be accepted everywhere where your Sable Card is accepted.</p>
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<p>2. Terms that Apply</p>	<p>In addition to these Terms, you agree that when you use a Digital Wallet, you will remain subject to the terms and conditions of all your existing agreements with us, your mobile service carrier (e.g., AT&T, Sprint, T-Mobile, Verizon, etc.), and your Digital Wallet Provider (e.g., Apple, Google, Samsung, etc.). These Terms do not amend or supersede any of those agreements, including but not limited to, your Sable Credit Card Cardholder Agreement (“Cardholder Agreement”), disclosures agreed to as part of opening your Sable card (including, as applicable, the Privacy Policies and Truth in Lending Disclosure), and the Arbitration Agreement included in your Cardholder Agreement.</p> <p>Any applicable interest, fees, and charges that apply to your Sable Card or underlying account will also apply when you use a Digital Wallet to make purchases with your Sable Card. We currently do not charge any additional fees for adding your Sable Card to a Digital Wallet, but we reserve the right to impose a fee in the future.</p> <p>You understand that a Digital Wallet provider, or another third-party supporting a Digital Wallet provider, may however charge a fee or impose certain restrictions or limitations for using your Sable Card in a Digital Wallet. You agree that you are solely responsible for compliance with such agreements.</p>
<p>3. Third-Party Disputes</p>	<p>You understand and agree that we are not a Digital Wallet provider and therefore, are not responsible for the products and services associated with a Digital Wallet. Accordingly, you agree to resolve any disputes directly with the Digital Wallet provider or third-party service provider (such as your mobile service carrier) without involving us. Such disputes may include, but are not limited to, payment failures caused by the Digital Wallet and errors or delays caused by the inability to use the Digital Wallet for a transaction. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Digital Wallet or any third party’s products or services.</p>
<p>4. Notifications</p>	<p>You consent to us and/or the Digital Wallet provider sending you notifications through the Digital Wallet from time to time reflecting your Sable Card account activity and/or marketing messages. If you do not wish to receive notifications, you may turn them off through your device’s settings or by the procedures established by the Digital Wallet provider.</p>
<p>5. Transaction History</p>	<p>The transaction history displayed in a Digital Wallet is for illustrative purposes only and may be preliminary and/or incomplete. You understand and agree the transaction amount that ultimately clears, settles, and posts to your Sable Card’s monthly statement serves as the final record, even if it does not match the details of the Digital Wallet provider’s transaction history.</p>

<p>6. Lost, Stolen or Illegal Use of your Eligible Device or Card</p>	<p>Some Digital Wallets can only be used with a compatible device determined by the Digital Wallet Provider for that Digital Wallet (“Eligible Device”). Devices modified contrary to the manufacturer’s software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as “jailbreaking”—are not Eligible Devices. You acknowledge that the use of a modified device to use your Sable Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny you access to your Sable Card through a Digital Wallet(s).</p> <p>If you believe your Eligible Device or your credentials have been lost, stolen or otherwise compromised, or someone has used or may use your Eligible Device or your credentials without your authorization, you must call us immediately at the number on the back of your Sable Card. Additionally, please refer to and follow the instructions provided by the Digital Wallet provider. If you fail to notify us without delay, you may be liable for part or all the losses in connection with any unauthorized use of your Sable Card in connection with that Digital Wallet</p> <p>Due to the way a Digital Wallet operates, you may need to present your Eligible Device to a merchant when you return an item purchased using that Digital Wallet on such Eligible Device. So, for example, if you make a purchase using your Apple Wallet on your iPhone, the merchant may require you to have that same iPhone present to return the item.</p>
<p>7. Suspension/Removal of your Sable Card</p>	<p>We reserve the right to discontinue offering or supporting Digital Wallet services at any time for any reason. Unauthorized use of a Digital Wallet, including, but not limited to, unauthorized entry into our systems, misuse of passwords or misuse of other information, is strictly prohibited and will result in suspension and/or termination of your use of a Digital Wallet. We reserve the right to block, restrict, suspend, or terminate your use of any Digital Wallet at any time without notice for any reason, including if you violate these Terms or any other agreements with us, except as otherwise required by applicable law. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your use of a Digital Wallet.</p> <p>For instructions on how to remove your Sable Card from a Digital Wallet, contact the Digital Wallet provider.</p>
<p>8. Authorization to Collect and Share Data</p>	<p>You agree that we may collect, transmit, store, and use technical, location, log in, or other information about you or your use of your Sable Card through a Digital Wallet. You also acknowledge that we may share certain details of your Sable Card Digital Wallet transactions with the Digital Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Sable Card transactions, and to improve our ability to offer these services. This information helps us to add your Sable Card to the Digital Wallet and to maintain the Digital Wallet services.</p>
<p>9. Privacy</p>	<p>We do not control the privacy and security of your information that may be held by the Digital Wallet provider. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet provider, payment network, or other third parties supporting that Digital Wallet, will be governed by such party’s privacy policy and not the Sable Card General Privacy Policy.</p>
<p>10. Electronic Communications</p>	<p>You agree to receive electronic communications and disclosures, including automatically dialed calls or text messages, from us on your devices at the number you provide. You also agree that we can contact you by email at any email address you provide to us in connection with any Sable product, service or account, or through the mobile device on which you have downloaded the Sable Mobile app. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes. If at any time you revoke this consent, we may suspend or cancel your ability to use your Sable Card in connection with a Digital Wallet.</p>

11. Paper Versions	If you would like a paper copy of any Legal Disclosure we provide you, please contact us at help@sablecard.com . and we will mail one to you at no cost.
12. Merchant Relationships and Disclaimers	Merchants may offer you certain discounts, rebates or other benefits (e.g. free shipping) (“Offers”) in a Digital Wallet. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Cardholder Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Offers they provide.
13. Ending or Changing these Terms; Assignments	We can add to, delete portions of, or terminate these Terms at any time without notice to you, except where required by law. Your use of a Sable Card in a Digital Wallet after we have made such changes available will be considered your agreement to the changes. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Sable Card in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Sable Cards in connection with a Digital Wallet, (iii) change the Sable Card’s eligibility for use with a Digital Wallet and/or (iv) change the Sable Card authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing your Sable Card from any Digital Wallets. You may not assign these Terms.
14. Governing Law	These Terms are governed by federal law and, to the extent that state law applies, the laws of the State of Washington without regard to its conflicts of law provisions. Disputes arising out of or relating to these Terms will be subject to the Arbitration Agreement in your Cardholder Agreement.
15. Indemnification	<p>You agree to indemnify and hold us, our licensors, sponsors, agencies, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of (i) your use of a Digital Wallet service or (ii) any breach of the terms and conditions set forth in these Terms by you or other users of your Sable Card or Digital Wallet credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We reserve the right to employ counsel of our choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.</p> <p>As provided in the Cardholder Agreement, you are responsible for all uses of your Sable Card account by third-parties you gave access to, including if these third-parties misuse your Sable Card or any Digital Wallet services.</p>
16. Limitation of Liability: No Warranties	WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING YOUR SABLE CARD TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.
17. Questions	If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Sable Card, then contact Sable Card support by emailing help@sablecard.com or calling the number on the back for your card.

Security Agreement

This is the Security Agreement for your Sable Secured Credit Card Account ("Account"). The words "you," "your," and "yours" mean you and any other person(s) who are contractually liable under the Cardmember Agreement governing the Account. The words "our," "us," and "we" mean Sable and Coastal Community Bank. "Business days" are Monday through Friday, excluding Federal Reserve Bank holidays.

<p>1. Security Deposit Account</p>	<p>In consideration of and as a condition to our opening the Account for you and other good and valuable consideration, you are providing funds from an account in your name to serve as security for your Account ("Funds"). We will hold these Funds in an account ("Security Deposit Account") under our exclusive control. You must maintain this Security Deposit Account as security for the Account, and you grant us a security interest in the Security Deposit Account. This Security Deposit Account will include any and all future extensions, renewals, or replacements of the Security Deposit Account. No portion of the Security Deposit Account may be used to secure other loans. The minimum amount required to be deposited is the amount of your initial Account credit line but will not be less than \$10.00. You may make a transfer to the Security Deposit Account solely for purposes of funding your required security deposit. The Security Deposit Account will be solely owned by you. Funds in Discover Bank Security Deposit Accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit www.fdic.gov. Coastal Community Bank will maintain separate records to account for your Funds.</p>
<p>2. Withdrawals</p>	<p>You will not be permitted to make withdrawals from the Security Deposit Account (See Section 7 below for terms and conditions regarding return of the Funds and closure of your Account.)</p>
<p>3. Additional Funds</p>	<p>Other than depositing Funds to secure your Account, you will not be permitted to make deposits to the Security Deposit Account.</p>
<p>4. Security Deposit Account Statements</p>	<p>You will get a monthly Security Deposit Account statement as part of your Account statement.</p>

<p>5. Electronic Fund Transfers to or from your Security Deposit Account</p>	<p>You may fund your Security Deposit Account with an electronic fund transfer ("Transfer"). If we do not complete a Transfer to your Security Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. In case of errors or questions about your funding Transfers call us at 833-583-8383 or email us at help@sablecard.com as soon as you can, if you think your statement is wrong or if you need more information about a funding Transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and Account number. (2) Describe the error or the Transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Security Deposit Account within 10 business days for the amount you think is in error (if applicable), during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Security Deposit Account (if applicable). For errors involving a new Security Deposit Account, we may take up to 90 days to investigate your complaint or question. For a new Security Deposit Account, we may take up to 20 business days to credit your Security Deposit Account (if applicable) for the amount you think is in error. We will tell you the results within three business days after completing.</p>
<p>6. Pledge and Grant of Security Interest</p>	<p>You understand that granting us a security interest in the Security Deposit Account and the Funds is a necessary condition for opening your Account. As security for the prompt payment and performance of all your obligations to us arising pursuant to the Account ("Obligations"), you hereby grant a security interest to us in all of your right, title, and interest in the Security Deposit Account and any and all Funds, including all proceeds of and additions to the Security Deposit Account and the Funds. We may increase or decrease your Account credit line and no such action shall change the fact that the Security Deposit Account and the Funds are held by us as security for the Obligations. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Security Deposit Account or the Funds. You have not and will not attempt to transfer or offer any interest in the Security Deposit Account or the Funds to any person other than us. You and we acknowledge that subject to our possession of and security interest in the Security Deposit Account and the Funds, you retain beneficial ownership of the Security Deposit Account and the Funds for FDIC insurance purposes.</p>
<p>7. Interest on Funds</p>	<p>No interest will be paid on the Funds. If we do pay interest in the future, we will add it to the Security Deposit Account</p>
<p>8. Application of Funds to the Account</p>	<p>If you are in default under the Cardmember Agreement or the Account is closed for any reason, you authorize us at any time(s) to withdraw all or any portion of the Funds from the Security Deposit Account and apply them to reduce your Obligations. You will continue to be responsible for making payments as required under the Cardmember Agreement and for repaying any outstanding Obligations. Our rights under this Security Agreement are in addition to any others we have under applicable law. We may make settlements or compromises on the Security Deposit Account, transfer the Security Deposit Account to our name, or exercise ownership rights on the Security Deposit Account. We are not required to notify you of any of the above.</p>

9. Return of Funds	If we determine that you qualify for return of any Funds from the Security Deposit Account, we will return these Funds to you by a method we deem sufficient. If your Account is closed, we will return any excess Funds that remain in the Security Deposit Account after repayment of all Obligations. We generally return these excess Funds within ten days after the end of the second billing period following the time that Funds are initially applied to reduce your Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Security Deposit and Card Accounts. In the event of your death, we will not release Funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.
10. Confidentiality	We will disclose information to third parties about your Security Deposit Account or any transfers you make: (a) where it is necessary for completing a transfer, or (b) in order to verify the existence and condition of your Security Deposit Account for a third party, or (c) in order to comply with government agency or court orders, or (d) if you give us your written permission, or (e) as permitted by the privacy notice we have provided to you.
11. Legal Proceedings	We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant, or other legal proceeding involving your Security Deposit Account which we believe to be valid. If your Account, your Security Deposit Account, or your Funds become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your Funds in the Security Deposit Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default set forth in the Cardmember Agreement, you will be in default under the Cardmember Agreement if we are served or become involved with a legal proceeding regarding the Funds or Security Deposit Account.
12. Miscellaneous	This Security Agreement and our security interest and rights as pledge hereunder are governed by Washington State law. We may, in our sole discretion, assign the Security Deposit Account and our rights and obligations under this Security Agreement. If we use an attorney to defend or enforce our rights under this Security Agreement or to perform any legal services in connection with this Security Agreement, we may charge you our legal costs as permitted by law. This Security Agreement supplements the Cardmember Agreement. The other terms of the Cardmember Agreement apply to this Security Agreement, and as such disputes regarding the terms of this Security Agreement are subject to Arbitration as set forth in the Cardmember Agreement. The terms of this Security Agreement shall survive and continue to apply to the Security Deposit Account following closure of the Account or the Security Deposit Account, and shall be binding on you even if you cancel your Account or do not accept the Cardmember Agreement as permitted in the Cardmember Agreement. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.

The Sable Card is issued by Coastal Community Bank, Member FDIC.