# CARDMEMBER AGREEMENT

Welcome to Seen™. This Cardmember Agreement and the Interest Rates and Fees Schedule, along with any terms and conditions for supplemental programs linked to your account (together, the "**Agreement**"), govern your Seen Secured Mastercard® issued by Coastal Community Bank (your "**Account**"). Please read this Agreement carefully and keep a copy for your records.

**IMPORTANT ARBITRATION AND CLASS ACTION WAIVER NOTICE: SECTION 15 OF THIS AGREEMENT IS AN ARBITRATION CLAUSE WHICH WILL APPLY TO YOU UNLESS (1) YOU ARE A MEMBER, OR A DEPENDENT OF A MEMBER, OF THE ARMED FORCES ON THE DATE YOU OPEN THIS ACCOUNT, OR (2) YOU REJECT THE ARBITRATION CLAUSE AS PROVIDED IN SECTION 15. IF APPLICABLE, THE ARBITRATION CLAUSE WILL SIGNIFICANTLY AFFECT YOUR RIGHTS IF A DISPUTE ARISES BETWEEN YOU AND US. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATING TO MATTERS ARISING UNDER THIS AGREEMENT.**

1. **DEFINITIONS:**

The following defined terms are used in this Agreement:

| | |
|---|---|
| "we", "us", "our", and "Coastal" | Coastal Community Bank, its successors, assigns, and designated servicers as applicable. |
| "Seen" | Seen Finance, Inc., the designated servicer for your Account. |
| "you", "your", and "Cardmember" | Each person approved to use and who is responsible for repayment of the Account. |
| "Account" | Your revolving credit line with us. You may access your revolving credit line with your physical credit card, a digital or virtual credit card, your credit card account number, or any other access device we issue to you. |
| "Agreement" | This cardmember agreement and your Interest Rates and Fee Schedule (the "Schedule"), as well as any terms and conditions for supplemental programs linked to your Account such as rewards programs. |
| "Annual Percentage Rate" or "APR" | The annual interest rate(s) charged on the transactions made with your Account expressed as a percentage and disclosed in your Schedule. |
| "Balance Categories" | The categories which we will use to track the transactions you make with your Account, as applicable:<br>(i) Purchases – the use of your Account to purchase consumer goods and services;<br>(ii) Balance Transfers – the transfer of a balance from another creditor to your Account;<br>(iii) Cash Advances – the use of your Account to obtain a cash advance; |

| | |
|---|---|
| | (iv) Special Offers – introductory, deferred interest, or other promotional offers we may make available on your Account from time to time. |
| "Billing Cycle" | The time-period used to track and report the transactions on your Account. Billing Cycles will generally have the same number of days in them (between 28 and 31 days). Your first Billing Cycle may be shorter or longer than subsequent Billing Cycles. |
| "Collateral" | The security deposit which you have pledged to us to ensure repayment of the credit we extend to you. |
| "Credit Limit" | The maximum amount of credit available to you for transactions on your Account. |
| "Daily Periodic Rate" or "DPR" | The daily periodic interest rate(a) charged on the transactions made with your Account expressed as a percentage. The daily periodic rate is calculated by dividing your APR by 365 days. |
| "Collateral Account" | The account where the funds you pledge to us as a security deposit (the "Collateral") for your Account will be deposited and controlled by us. |
| "Periodic Statement" or "Statement" | Your monthly billing statement on your Account which will inform you of:<br>(i) the balance, if any at the close of the prior Billing Cycle (your "Previous Balance"),<br>(ii) the closing date of your Billing Cycle;<br>(iii) the number of days in the Billing Cycle;<br>(iv) the new transactions, fees, and interest charges in the Billing Cycle;<br>(v) the total outstanding balance at the end of the Billing Cycle (your "New Balance");<br>(vi) the amount and due date for your required monthly minimum payment. |
| "Schedule" | The Interest Rates and Fees Schedule which identifies the APRs, DPRs, and fees which apply to your Account. |

**2. ACCOUNT ACCEPTANCE AND USE:**

Each use of your Account constitutes your acceptance of this Agreement and your responsibility and obligation to repay us for the credit we extend to you.

You may only use your Account for personal, family, or household purposes. You may not use your Account for any illegal purpose or for any "quasi-cash" equivalent transactions including, but not limited to, the purchase of traveler's checks, foreign currency, money orders, wire transfers, lottery tickets, digital currency including but not limited to, bitcoins or crypto, or devices used for placing wagers or gambling.

We will track the transactions on your Account using the following Balance Categories, as applicable: (i) Purchases; (ii) Balance Transfers; (iii) Cash Advances; and (iv) Special Offers. We may decline any transactions on your Account at our sole discretion and we are not liable to you for doing so.

You are responsible for all transactions on your Account, including those made by anyone you permit or authorize to use it.

**3. SECURITY INTEREST:**

Your Account is fully secured by the funds you have provided to us as a security deposit (the "Collateral"). You have relinquished all rights to possession and control of the Collateral to us and have pledged it as security for your repayment of the credit extended under this Agreement.

You acknowledge and represent that you are not a party to any past or pending legal, judicial, or administrative proceeding which may affect our priority security interest in the Collateral. If you become involved in any such proceedings, we may deem you to be in default of your Agreement with us and immediately apply the Collateral to your Account. We may also elect not to comply with and may challenge any such processes or proceedings attempting to garnish, levy, subpoena, or otherwise take or claim possession of the Collateral if we determine we have a higher priority claim in it. You agree to take all actions we may reasonably request from time to time and we deem necessary to protect our first in priority interest in the Collateral. If we are required to incur any losses, costs, or expenses, including reasonable attorney fees, to defend our priority security interest in the Collateral in such instances, you shall indemnify us for any such losses, costs, or expenses.

The Collateral must be equivalent to the Credit Limit set for your Account. The minimum required deposit of Collateral is $100. The maximum deposit of Collateral is $1,000. We will maintain the Collateral in a Collateral Account in our name and under our control. You will not be paid interest on the Collateral. We will not issue you periodic statements on the Collateral Account.

You may not authorize withdrawals or transfers of the Collateral from the Collateral Account. You may not make any additional deposits of Collateral to the Collateral Account to increase your Credit Limit. We will refuse any additional deposits following the initial establishment of your Credit Limit and pledge of Collateral.

If you fail to pay us back or otherwise default on the Agreement, we may, with or without notice, close your Account, take and apply the Collateral to your outstanding balances owed as well as pursue additional legal remedies to secure complete repayment of any remaining unpaid balances owed. If you close your Account but are otherwise in good standing, we will apply the Collateral to any balances owed. Any Collateral remaining after all balances owed have been paid will be returned to you, which may take up to 60 days. If the Collateral is not sufficient to pay your balance in full, you will remain liable for repayment of all unpaid balances pursuant to this Agreement.

In our sole discretion and subject to your ongoing creditworthiness, we may graduate you to an unsecured Account by releasing our security interest in the Collateral and returning it to your possession and control. If your Account is graduated to an unsecured Account, this section 3 shall be deemed deleted from this Agreement and the following sections renumbered accordingly.

**4. CREDIT LIMIT:**

The initial Credit Limit on your Account is established and disclosed to you when your Account is opened.

If your Account is eligible for Balance Transfers and Cash Advances, we may limit the amount of your Credit Limit which may be used for those types of transactions.

You agree not to exceed your Credit Limit. We may, but are not obligated to, honor any transactions which would result in you exceeding your Credit Limit. We are not responsible for declining to honor overlimit transactions. If you do exceed your Credit Limit, you agree to immediately repay any amount exceeding your Credit Limit.

Your available credit will be disclosed in your Periodic Statements and will reflect the outstanding balance owed on your Account each month. Your available credit will be updated as you repay your balances owed.

**5. PAYING INTEREST AND HOW INTEREST IS CALCULATED:**

The interest rates (the APRs and their corresponding DPRs) which apply to your Account are depicted in your Schedule.

We will not charge you interest on Purchases if you pay your entire New Balance (including any balances subject to an introductory, special, or promotional interest rates) by the due date every month. This grace period for Purchases only applies if you (i) pay your entire New Balance depicted on your current Periodic Statement by the due date; and (ii) if applicable, paid your entire New Balance depicted on your prior Periodic Statement, if any, by the due date.

There is no grace period on Balance Transfers and Cash Advances. We will charge interest on Balance Transfers and Cash Advances from the date of the transaction.

If your Account is subject to a Penalty APR, it is listed in the Schedule. If you exceed your credit limit, make a late payment, or have a payment returned on your Account or any other account you have with us, we may increase the APRs on future Purchases, Balance Transfers, and/ or Cash Advances.

We will calculate interest on your Account using the “Average Daily Balance (including Current Purchases)" method as follows:

> First, we calculate the beginning balance of your Account each day of the Billing Cycle. We then add any new transactions and fees. Next, we subtract any payments, credits, or adjustments giving us the ending balance of your Account for each day of the Billing Cycle. This results in a daily balance for each Balance Category.
>
> Second, we add up all the daily balances for each Balance Category for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance for each Balance Category.

Finally, we take the average daily balance for each Balance Category and multiply it by the applicable Daily Periodic Rate (DPR) on your Account. That total is then multiplied by the number of days in the Billing Cycle.

We treat credit balances as a $0 balance and round interest to the nearest cent when making these calculations.

If your Account is subject to a Minimum Interest Charge it is depicted on your Schedule. If the interest on your Account in a Billing Cycle is less than the Minimum Interest Charge, you will be charged the Minimum Interest Charge.

**IMPORTANT NOTE REGARDING COMPOUNDING INTEREST: ON THE FIRST DAY OF EACH BILLING CYCLE, WE WILL ADD ANY EARNED BUT UNPAID INTEREST FROM THE PREVIOUS BILLING CYCLE TO THE BEGINNING BALANCE OF YOUR ACCOUNT. THIS WILL RESULT IN MONTHLY COMPOUNDING OF INTEREST CHARGES.**

**6. PAYMENTS:**

You may pay your Account balance in full at any time. You must pay at least the minimum payment due by the due date as depicted on your Periodic Statement each Billing Cycle. Your due date will be the same day each month. Your minimum payment due will be calculated as described on your Schedule.

You can make payments on your Account **ONLY IN U.S. DOLLARS, THROUGH U.S. BASED BANK ACCOUNTS, AND BY ELECTRONIC MEANS.** If we make additional payment methods available, we will notify you.

Payments received electronically by 5:00 p.m. Eastern Time will be credited the same day. Payments received electronically after 5:00 p.m. Eastern Time will be credited the next business day.

We may reject payments which will result in or increase a credit balance on your Account in our sole discretion. We may accept late payments, partial payments, disputed payments or restricted payments (such as payments labeled “paid in full”), without losing any of our rights under this Agreement.

We will apply your payments as follows: (i) your minimum payment due amount will be applied first to balances with lower APRs and then to higher APRs in ascending order; (ii) any amounts paid above your minimum payment due will be applied first to balances with the highest APRs and then to lower APRs in descending order.

Payments will generally be reflected in your available credit within at least 3 business days. We may delay updating your available credit until your payments have successfully posted to your Account or to protect us from fraud or other risks at our sole discretion.

**7. PROTECTIONS FOR ACTIVE-DUTY MILITARY AND THEIR DEPENDENTS:**

This section applies to you if, at the time your Account is opened, you are a “Covered Borrower” meaning:

(1) You are a member of the U.S. armed forces on active duty under a call or order longer than 30 days;

(2) You are an active Guard or Reserve; or

(3) You are a spouse or dependent of an individual qualifying under (1) or (2).

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 dependents 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 specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

You may call us toll-free at 1-833-923-7336 to listen to these disclosures and information about payments.

The arbitration provisions in Section 15 below **will not** apply to you if you are a Covered Borrower.

**8. FOREIGN CURRENCY TRANSACTIONS:**

Transactions made in a foreign currency will be converted to U.S. dollars in compliance with the regulations and procedures of the payment network(s) supporting your Account. Currently, the currency rate is determined by using either:(i) the wholesale currency market rate; or (ii) a government-mandated rate. The exchange rate used may differ from the rate on the date of your transaction or its posting date.

**9. ADDITIONAL FEES AND CHARGES:**

**Annual or Monthly Fee:** If your Account has an Annual or Monthly Fee it is listed in your Schedule. You are responsible for this fee each year or month as long as your Account remains open regardless of whether you use it for transactions. If you wish to cancel your Account and not be responsible for an applicable Annual or Monthly Fee, you may cancel your Account by contacting us at help@seen.com or calling 1-833-923-7336 before you use it for any transactions or pay the Annual or Monthly Fee depicted on your first periodic statement after Account opening or any subsequent period.

**Late Payment Fee:** We may charge you a Late Payment Fee if you fail to pay at least the Minimum Payment Due by the due date each month. The maximum fee which may be charged is listed in your Schedule.

**Returned Payment Fee:** We may charge you a Returned Payment Fee for any payment which is dishonored, returned unpaid, or not capable of being processed. The maximum fee which may be charged is listed in your Schedule.

**Overlimit Fee:** If you agree ("opt-in") to be charged an Overlimit Fee, we may, but are not obligated to, authorize transactions which cause you to exceed your credit limit. If we do authorize an overlimit transaction and you have expressly agreed to the imposition of an Overlimit Fee, you will be charged the Overlimit Fee listed in your Schedule.

**Cash Advance Fee:** If your Account is eligible for Cash Advances, we may charge you a fee for each Cash Advance you request as listed in your Schedule.

**Balance Transfer Fee:** If your Account is eligible for Balance Transfers, we may charge you a fee for each Balance Transfer you request as listed in your Schedule.

**Foreign Transaction Fee:** If you make a transaction in a currency other than in U.S. Dollars, with any merchant located outside of the United States and its territories, or while outside of the United States and its territories, we may charge a foreign transaction fee as listed in your Schedule. This fee will be determined after the applicable transaction is converted to U.S. Dollars.

**Minimum Interest Charge:** If your Account is subject to a Minimum Interest Charge, it is listed in your Schedule. If you are charged interest in any Billing Cycle, it will not be less than the amount disclosed in your Schedule.

## 10. HOW WE WILL COMMUNICATE WITH YOU ABOUT YOUR ACCOUNT:

We will contact you about your Account at home or at work, including for collection purposes, at any email address and residential or mobile telephone number you identify in your application or provide to us anytime thereafter. We may use, and you consent to our use of, automatic dialing equipment, text messages, or artificial or prerecorded voice messages to initiate such calls or emails and they will not be deemed unsolicited by you. Message or data rates may apply. We may monitor or record any telephone calls we make to you or receive from you.

You agree to notify us of any change in your mailing address, telephone number(s), and email address as soon as possible. If you fail to do so, we may rely on updates to your contact information from third parties such as the U.S. Postal Service or your residential or mobile telecom provider.

## 11. COMMUNICATING WITH THIRD PARTIES ABOUT YOUR ACCOUNT:

We may report information about you and your Account to consumer reporting agencies and credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit reports.

We may communicate with consumer reporting agencies, credit bureaus, and other third-parties in connection with the maintenance, servicing, and collection of your Account. You authorize their release of information about you to us.

## 12. CHANGES TO THIS AGREEMENT:

We may change the terms of your Account and this Agreement in writing at our sole discretion subject to applicable law. If we make significant changes to specific terms of your Account (such

as increasing your APRs or fees or changing your minimum payment calculation) we will give you advance notice of those changes and provide you with an opportunity to reject those changes as required by law. Any changes we make will apply even if you do not use your Account unless you are permitted to reject them and you exercise that right.

**13. DEFAULT:**

Subject to applicable law, we may declare you to be in default of this Agreement and require immediate repayment of all balances owed on your Account if:

1. you fail to pay any minimum payment due by the due date;
2. you exceed your credit limit;
3. you make a payment to us that is dishonored;
4. you are not paying your debts or have expressed an intention not to pay your debts when due;
5. you violate the terms of this Agreement or any other agreement with us;
6. you violate the terms of any promissory note, loan agreement or other obligation for credit which you are a party to;
7. you die or become insolvent;
8. you give us false or misleading information;
9. you have a material adverse change in your financial circumstances;
10. a bankruptcy, insolvency, receivership, liquidation, or similar proceeding is filed against you or by you;
11. We doubt, in good faith, your ability to repay us.

We may still require immediate repayment of all balances owed on your Account even if we accept a payment from you after the occurrence of one of the above events.

**14. ACCOUNT CLOSURE OR TERMINATION:**

You may close your Account by contacting us at help@seen.com or 1-833-923-7336. We may close your Account or suspend your use of your Account in our sole discretion as permitted by law, with or without notice to you. If your Account is suspended or closed (by you or us), your obligations under this Agreement will continue and you will remain obligated to repay any amounts owed.

**15. ARBITRATION AND CLASS ACTION WAIVER:**

This Arbitration Provision does not apply if you are a Covered Borrower under the Military Lending Act at the time this Account is opened.

To the extent permitted under federal law, you and we agree that either party may elect to arbitrate – and require the other party to arbitrate – any Claim under the following terms.

**(a) RIGHT TO REJECT:** You may reject this Arbitration Provision by sending a personally signed rejection notice via certified mail, return receipt requested, to Coastal Community Bank, c/o Seen Finance Inc., 1193 W 2400 S. West Valley City, UT 84119, within 60 days after your receipt of the Card after your Account is opened. Any Rejection

Notice must include your name, address, telephone number and Account number. No other person may submit a rejection notice for you. If you send a rejection notice, we will give you a credit for the standard cost of a letter sent by certified mail. Rejecting this Arbitration Provision will not affect any other provision of this Agreement.

**(b) IMPORTANT WAIVERS: If you or we elect to arbitrate a Claim, YOU AND WE BOTH WAIVE THE RIGHT TO: (1) HAVE A COURT OR JURY DECIDE THE CLAIM; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (3) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (4) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON IN COURT OR IN ARBITRATION. Other rights are more limited in arbitration than in court or are not available in arbitration. The waivers in items (2)–(4) above are called the "Class Action and Multi-Party Waivers." The arbitrator shall have no authority to conduct any arbitration inconsistent with the Class Action and Multi-Party Waivers or to issue any relief that applies to any person or entity except you or us individually.**

**(c) DEFINITIONS:** In this Arbitration Provision, the following definitions will apply: **"You," "your"** and **"yours"** mean all persons whom we approve to accept or use the Account, and any person who agrees to be responsible for payment of the Account, and the heirs, executors and assigns of all of the foregoing. **"We," "us," "our"** and **"ours"** mean Coastal Community Bank; Seen; and any servicer or any agent acting on behalf of Coastal Community Bank or Seen; all of their parents, wholly or majority owned subsidiaries and other affiliates; any predecessors, successors, assigns of these entities; and all officers, directors, employees, agents, controlling persons and representatives thereof. These terms also include any party named as a co-defendant with us in a Claim (as defined below) asserted by you, such as a credit reporting agency, a merchant accepting a credit card, a servicing company or a debt collector. **"Claimant"** means the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding. **"Administrator"** means either the American Arbitration Association (the **"AAA"**), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or another administrator selected pursuant to the agreement of you and us, provided that, if the Claimant seeks to assert a Claim on a class or multi-party basis, the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the Class Action and Multi-Party Waivers set forth above (see the above Section b). The Claimant will select the Administrator by filing a Claim with the Administrator. (If a Claimant files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration, which is granted, it will be up to the Claimant to commence the arbitration proceeding.) If the AAA is not able or willing to serve as Administrator, you and we will mutually agree upon an Administrator or arbitrator, or the court will appoint the Administrator or arbitrator or arbitrators (in the case of a three-arbitrator panel provided for in Section h, below), subject to the limitations set forth above regarding the Class Action and Multi-Party Waivers.

(d) A **"Claim"** means any legal claim, dispute or controversy between you and us that arises from or relates in any way to this Agreement, including, but not limited to, any dispute arising before the date of this Arbitration Provision and any dispute relating to: (1) any Card; (2) your Account; (3) any transaction in your Account; (4) fees, charges or interest; (5) the events leading up to the Agreement (for example, any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty

or representation made by us); (6) an application for or denial of credit; (7) credit reporting; (8) benefit programs related to your Account; (9) any product or service provided by or through us or third parties in connection with the Agreement and any associated fees; (10) the collection of amounts due and the manner of collection; (11) our use or failure to protect any personal information you give us in connection with this Agreement; (12) enforcement of any and all of the obligations a party hereto may have to another party; (13) compliance with applicable laws and/or regulations; or (14) the relationships resulting from the Agreement or any of the foregoing. **"Claim"** has the broadest possible meaning. It includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims and claims that arose before the effective date of this Arbitration Provision. It also includes disputes based upon contract, tort, consumer rights, data and privacy rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief. However, **"Claim"** does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court. **Also, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, this sentence, the Class Action and Multi-Party Waivers or subparts (A) and (B) of Section k below, captioned "SEVERABILITY"); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole; any such Claim is for the arbitrator, not a court, to decide.**

**(e) ELECTING OR REQUIRING ARBITRATION:** The Claimant may elect arbitration of a Claim by initiating an arbitration in accordance with the Administrator's rules. You may obtain a copy of the rules and procedures of the Administrator by reaching out to the Administrator at their phone number (1-800-778-7879) or on their website (www.adr.org). The other party may elect arbitration by giving written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect. It will be up to the Claimant to commence the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge, unless you and we agree otherwise.

**(f) LOCATION AND COSTS:** Any arbitration hearing that you attend will take place in a location that is reasonably near your residence or in another location agreed to by you and us. We will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator. We will pay the reasonable and actual expense of our attorneys, experts and witnesses, regardless of which party prevails in the arbitration, and we will pay all such reasonable and actual fees of yours if you prevail in an arbitration where you are the Claimant (even if we are not required to pay such fees under applicable law). We will also pay all such fees we are required to bear (a) under applicable law, or (b) in order to enforce this Arbitration Provision.

**(g) DISCOVERY; GETTING INFORMATION:** Either party may obtain from the other party prior to the hearing any information available under the Administrator's rules or any relevant information the arbitrator determines should in fairness be made available.

**(h) EFFECT OF ARBITRATION AWARD:** Any state or federal court with jurisdiction and venue may enter an order enforcing this Arbitration Provision, enter judgment upon the arbitrator's award and/or take any action authorized under the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "**FAA**"). For any arbitration-related proceedings in which courts are authorized to take actions under the FAA, each party hereto expressly consents to the non-exclusive jurisdiction and venue of any state court of general jurisdiction or any state court of equity that is reasonably convenient to you, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in federal court or remove the proceeding to federal court if authorized to do so by applicable federal law. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than $50,000. For Claims involving more than $50,000 (including claims where the cost of any requested injunctive or declaratory relief would potentially exceed $50,000), if permitted by the rules of the Administrator, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs of any appeal will be governed by Section f above. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Agreement.

**(i) GOVERNING LAW:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), 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 will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

**(j)SURVIVAL; PRIMACY:** This Arbitration Provision shall survive your full payment of amounts due on your Account under the Agreement; termination or cancellation of the Agreement; our sale, assignment or transfer of the Agreement, the Account or any Account receivables; any legal proceeding to collect a debt owed by you; any bankruptcy or insolvency; and any postponement of payments, waiver of payments or modification granted pursuant to the Agreement. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or the Agreement, this Arbitration Provision will govern.

**(k) SEVERABILITY:** If any portion of this Arbitration Provision cannot be enforced, the rest of the Arbitration Provision will continue to apply, except that (A) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any

Claim asserted on a class, representative or multi-party basis if the Class Action and Multi-Party Waivers are held to be invalid, subject to any right to appeal such holding, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waivers prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**NOTICE OF CLAIM; RIGHT TO RESOLVE:** Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the Claimant shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and Account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

## 16. REWARDS AND ADDITIONAL PROGRAMS

Your Account may have a rewards program provided by us or by a third-party. If your Account has an associated rewards program, you will be provided with a separate document containing the terms and conditions of the program. Those terms and conditions will be part of your Agreement with us. Any rewards program is subject to change or termination without notice unless required by law.

We may also offer you optional products or services in connection with your Account at an additional cost, such as debt cancellation or debt suspension plans. If we do and you choose to enroll for such products or services, you will be provided with any additional terms and conditions which apply to them at the time of enrollment.

## 17. ADDITIONAL TERMS:

**Complete Agreement:** This Agreement replaces any and all prior written or verbal communications between you and us.

**Severability:** In the event any term of this Agreement is found to violate applicable law or be unenforceable by a government agency or court of competent jurisdiction, that term shall be deemed modified to be compliant. All other terms of this Agreement will not be affected and will remain valid and enforceable.

**Governing Law:** The terms and enforcement of this Agreement and your Account will be governed and interpreted in accordance with federal law and, to the extent state law applies, the law of the State of Washington, regardless of conflict of law principles.

**Jury Trial and Class Action Waiver:** You expressly waive your right to initiate or participate in a class action and to have a jury trial to resolve or litigate any dispute

arising under this Agreement and your Account even if you reject the Arbitration provision in Section 15 above. This waiver does not apply if you are a Covered Borrower under the Military Lending Act.

**Assignment:** You may not transfer or assign this Agreement or any of your rights or obligations under this Agreement. We may transfer all or part of your Account balance and our rights under this Agreement at any time with or without notice to you.

**Waiver:** We may not exercise or delay exercising our rights under this Agreement. If we do, it does not constitute a waiver of our rights, and we may still exercise those rights later.

**Notice:** Any notice we provide to you will be deemed delivered when we send it to you at the email address you designate or when we place it in the U.S. Postal Service for delivery to your mailing address.

## 18. BILLING RIGHTS:

**BILLING RIGHTS SUMMARY**
**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### 1. WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your Statement, email us at: help@seen.com. You may also reach out to us in writing at Coastal Community Bank, c/o Seen Finance, Inc., 1193 W 2400 S, West Valley City, UT, 84119, but we encourage you to contact us via phone or email for faster service.

In your letter, give us the following information:

**Account information:** Your name and Account number.
**Dollar amount:** The dollar amount of the suspected error.
**Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

**a)** Within 60 days after the error appeared on your Statement.
**b)** 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 via email**. 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 email, we must do two things:

**a)** 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.
**b)** 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:

**a)** We cannot try to collect the amount in question or report you as delinquent on that amount.
**b)** The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
**c)** 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:

**a)** **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.
**b)** **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 that payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

**YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES:**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all the following must be true:

**a)** The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you or if we own the company that sold you the goods or services.)
**b)** You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
**c)** You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at: Coastal Community Bank, c/o Seen Finance. Inc, 1193 W 2400 S, West Valley City, UT, 84119.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**19. LIABILITY FOR UNAUTHORIZED USE**:

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you must report it to us immediately through the Seen mobile app, by email at help@seen.com, or in writing at:

Coastal Community Bank
c/o Seen Finance, Inc.
1193 W 2400 S
West Valley City, UT 84119.

Under our no fraud liability policy, you will not be liable for any unauthorized purchases made through the Mastercard® network at merchants, including those transacted on the internet if you have exercised reasonable care to safeguard your Account and contact us promptly after the Statement on which the transaction occurred was mailed or electronically sent to you. If you orally give us notice concerning loss or theft, you agree to confirm such notice via email at help@seen.com upon request. Also, you agree to assist us in determining the facts and circumstances relating to any loss, theft or possible unauthorized use of your Card or Account and to comply with such procedures as we may reasonably require in connection with our investigation.

The Seen™ Mastercard® is issued by Coastal Community Bank, Member FDIC, pursuant to a license by Mastercard® International Incorporated. © 2026 Seen Finance, Inc.