

# **CARDMEMBER AGREEMENT**

**General Information:** This Cardmember Agreement and the Important Disclosures About Your Seen Card ("**Important Disclosures**") (together, the "**Agreement**") is the agreement for your Seen Mastercard© issued by Coastal Community Bank (your "**Account**"). Key terms are defined throughout this Agreement, including in the "Definitions" section, below. The words "**we**," "**us**," "**our**" and "**Coastal**" each mean Coastal Community Bank and its successors and assigns. The word "**Seen**" means Seen Finance, Inc., the company that assists Coastal Community Bank in servicing your Account. (We may allow Seen and/or other third parties to exercise our rights on our behalf.) The words "**Cardmember**," "**you**" and "**your**" each mean all persons whom we approve to use the Account and any person who agrees to be responsible for payment of the Account. Please keep a copy of the Agreement for your records and read it carefully.

**Arbitration Notice: SECTION 32 OF THIS AGREEMENT IS AN ARBITRATION PROVISION 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 PROVISION AS PROVIDED IN SECTION 32. IF APPLICABLE, THE ARBITRATION PROVISION 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 terms as used in this Agreement mean the following:

"**Annual Percentage Rate**" or "**APR**" means the annual rate, disclosed as a percentage, used to calculate interest charges for your Account.

"**Card**" means any credit card, Account number, virtual account or other access device issued by us to you, or any other form of access device that can be used to access credit on your Account.

"**Credit Limit**" means the maximum amount of credit that can be accessed using your Account.

"**Daily Periodic Rate**" or "**DPR**" means the APR divided by 365.

"**Minimum Payment Due**" means the minimum amount you must pay us by the applicable Payment Due Date for your Account to remain in good standing. Your Minimum Payment Due will be shown on each Statement.

**"New Balance"** means the total amount you owe us at the end of the current billing cycle. This amount is shown on each Statement under the heading "New Balance."

**"Payment Due Date"** is the date shown on each Statement by which you must pay at least the Minimum Payment Due shown on such Statement.

**"Previous Balance"** means the total amount you owed us at the end of the billing cycle that closed prior to the current billing cycle (which is the same as the New Balance shown on your previous Statement). This amount is shown on each Statement under the heading "Previous Balance."

**"Prior Statement"** means the Statement for billing cycle that immediately preceded the current billing cycle.

**"Purchase"** means using your Card (including through a mobile device or mobile wallet) to purchase or lease goods or services. "Purchases" generally include any credit adjustments related to a Purchase.

**"Statement"** means a periodic billing statement we will provide to you if and as required by applicable law.

- 2. Acceptance and Use of This Account; Promise to Pay:** Upon approval of your Account, you agreed to the terms of this Agreement, as amended by us from time to time. You may use your Account only for personal, family, or household purposes, and not for any business, commercial or investment purpose. You should sign the back of your Card before using it. You promise to pay us the amount of all transactions, interest, fees, if any, and other amounts charged to your Account.

You may make Purchase transactions up to your Credit Limit either by presenting your Card to a merchant, or by using your Card or Account number over the telephone, internet or some other electronic method, to complete such transactions.

Certain mobile phones or other electronic devices can be provisioned to function as a Card, such as by storing and/or accessing Account data (for example, through a mobile wallet). Transactions using such devices can proceed like an online transaction over the internet or can function like a traditional credit card. Any such electronic device constitutes a "Card" under this Agreement. Applications that enable your electronic devices to function as a Card may be subject to separate terms and conditions. We are not responsible if a transaction violates such terms and conditions. However, transactions subject to any such terms and conditions are also subject to this Agreement.

If your mobile phone or other electronic device can function as a Card, you are solely responsible for protecting it in the same manner as protecting a plastic credit card or Account information. Giving another person a device that functions as a Card and/or any information necessary to use the device as a Card has the same consequence for you as permitting such person to use your Account.

You may be able to establish recurring periodic billing arrangements with various merchants, and it will be your responsibility to ensure such merchants are provided with current Account information. If your Account information changes, such as a change in Account number or Card expiration date, you consent to our providing such new Account information, at our discretion, to any or all such merchants, but we are not obligated to do so. If your Account is closed or your charging privileges are suspended, you will need to contact such merchants to stop the automatic transactions.

You may not use your Account for balance transfers, to obtain cash advances or for "quasi-cash" transactions, which include, but are not limited to, purchases of wire transfers, money orders, traveler's checks, foreign currency, lottery tickets, off-track bets and casino gambling chips. If you are somehow able to use your Account for a transaction of this type, you agree to repay any amount(s) for such transactions upon demand.

3. **Credit Limit:** Your initial Credit Limit was provided to you when you were approved for the Card and is included in this Agreement by reference. We will disclose your then-current Credit Limit to you on each of your Statements. You agree we may change your Credit Limit at any time subject to applicable law. You agree never to use your Card when the use would exceed your Credit Limit, and that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Credit Limit, or for any amount if your outstanding balance is already over the Credit Limit. From time to time, we may offer opportunities for Credit Limit increases, either in response to a request from you, or at our own discretion. Any increases to your Credit Limit you request will require that you make an electronic request for our approval. We will re-evaluate your financial condition, including your ability to make payments, if you request a higher Credit Limit (and we accept your request), or at any time we deem it appropriate to review your Account, and this may include obtaining a current credit bureau report, and/or asking you for current financial information. Based on such reviews, we may immediately increase or reduce your Credit Limit, or close the Account, without prior written notice to you except as required by applicable law.

If you make a transaction that would cause you to exceed your Credit Limit, we may (a) allow the transaction without increasing your Credit Limit, (b) allow the transaction without increasing your Credit Limit and treat that amount as immediately due, or (c) refuse the transaction. If we permit a transaction that causes an over-limit condition, it does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your Credit Limit, upon demand.

4. **Illegal Activities and Card Use:** You agree not to use your Card or Account to engage in illegal activities, including, but not limited to, certain internet gambling. If you use your Card or Account to engage in any illegal activity, you understand that you will nevertheless be liable for any resulting transactions made by use of your Card or Account, and any related interest and fees, if any.
5. **Annual Percentage Rate:** The initial "Annual Percentage Rate" (or "APR") on the Account is 35.99% and the initial Daily Periodic Rate is 0.09860%.
6. **Periodic Interest on Your Account:**

- a) **Paying Interest/When Periodic Interest Begins to Accrue:** We do not charge periodic interest in any billing cycle if you pay the New Balance, if any, as shown on your Prior Statement in full by the Payment Due Date shown on such Statement every month. A billing cycle without periodic interest is an "**Interest Free Period.**" If your current Statement indicates that you made full payment of the Previous Balance by the Payment Due Date as shown on the previous Statement or if the current Statement indicates that the Previous Balance was zero or a negative amount, and if you also make a payment equal to the New Balance indicated on the current Statement by the Payment Due Date shown on the current Statement, then we will not charge periodic interest on any portion of the new Purchases that appear on the current Statement to which we allocated such payment.

On each Purchase, we charge periodic interest from the transaction date of the Purchase on your Statement unless such Purchase occurs during an Interest Free Period. If the Purchase occurs during an Interest Free Period but the next billing cycle is not an Interest Free Period, we start charging periodic interest as of the first day of that next billing cycle on the portion of the Purchase, if any, that is not paid by the Payment Due Date. We do not charge periodic interest on any Purchase that occurs during an Interest Free Period which is paid in full by the Payment Due Date in the next billing cycle.

- b) **Interest Calculation; Average Daily Balance (Including Current Purchases):**

We calculate the periodic interest on your Account by multiplying the Daily Periodic Rate by the "average daily balance" and the number of days in the billing cycle. To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits. This gives us the "daily balance." We then add up the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." We treat any credit balance as a balance of \$0. You authorize us to round interest to the nearest cent when we calculate periodic interest or the average daily balance.

**IMPORTANT NOTE REGARDING COMPOUND 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.**

7. **Protections for Active Duty Servicemembers and their Dependents:** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply only to Covered Borrowers.

- a) **Statement of Military APR:** 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).**

- b) **Oral Disclosures:** Covered Borrowers may receive important disclosures and payment obligation information about this Agreement verbally by calling us toll free at 833-923-7336.
- c) **If you are a Covered Borrower, then this Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible credit terms and limitations on interest, charges, and fees. The limitations on interest and fees apply to individuals while they are Covered Borrowers, provided such individuals are Covered Borrowers as of the date they execute this Agreement. As applied to Covered Borrowers: (i) any interest, charges, or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting your Account or by making a direct payment to you; and (ii) any provision of this Agreement that is inconsistent with the Military Lending Act shall not apply.**
8. **Foreign Transactions:** If a Purchase is in a currency other than U.S. dollars, the payment network supporting your Account will convert the Purchase into U.S. dollars using its own currency conversion procedures. Currently, the exchange rate is determined in one of two ways. The rate will come from either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the payment network receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your Purchase or its posting date. These rules may change without notice.
9. **Fees and Charges:** You agree to pay the fees and charges described below whenever applicable.
- a) **Annual Fee.** We will charge you an annual fee of \$75 for the first year your account is opened. This \$75 annual fee will be charged on the first day of your first billing cycle after account opening. Each year thereafter, we will charge you an Annual Fee of \$99 which will be billed monthly each billing cycle your Account is open in the amount of \$8.25.
- b) **Late Payment Fee.** We may charge you a Late Payment Fee of \$25 if we do not receive at least your Minimum Payment Due on or before its Payment Due Date. However: (a) the Late Payment Fee will not exceed the dollar amount of the Minimum Payment Due that is not paid on a timely basis; and (b) we will not charge you more than a single Late Payment Fee with respect to the same Minimum Payment Due.
10. **Minimum Payment Due; Making Payments:** The Minimum Payment Due in a billing cycle, shown on the Statement for the immediately preceding billing cycle is the sum of: (a) the greater of \$25 or 2% of the New Balance on the Prior Statement; plus (b) interest that posted on the Prior Statement; plus (c) the amount by which the New Balance on the Prior Statement exceeds the Credit Limit; plus (d) all past due amounts, all rounded

up to the nearest whole dollar. However, the Minimum Payment Due will never be greater than the New Balance on the current Statement.

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

**ELECTRONIC PAYMENTS ONLY.** You agree to make your payments only in U.S. dollars, and only in electronic form. We do not accept payments other than in electronic form through a linked U.S. based bank account. In our discretion, we may delay increasing your available credit by the amount of any payment until we determine that your payment has been indefeasibly collected. Some payments may not be reflected in your available credit for up to 3 business days. You agree that we are not obligated to accept payments drawn on a financial institutions that are outside of the U.S. or that do not contain proper signatures and amounts. We reserve the right to reject any payment that will create or increase a credit balance on your Account as of the date we receive the payment. We will not pay interest on any credit balance on your Account.

Payments to the Account must be made electronically through a U.S. based financial institution. Payments received electronically at the location we specify for payments on your Statement in proper form by 5:00 p.m. Eastern Time on a business day will be credited to your Account as of that day. Payments received in proper form after that time will be credited to your Account as of the next business day. We may, in our discretion, accept payments not received in proper form, but crediting of such payments may be delayed up to five days following receipt.

If we choose to offer alternative payment options in the future, we will notify you.

11. **Irregular Payments:** We may accept late payments, partial payments, disputed payments or payments marked with restrictive notations, such as "Paid in Full" or similar language, without losing any of our rights under the Agreement.
12. **Allocation of Payments:** We will allocate payments and other credits in our sole discretion, including in a manner that benefits us, subject to applicable law. As required by law, and to the extent applicable, we will apply payments in excess of the Minimum Payment Due to outstanding balances with higher APRs, if any, before outstanding balances with lower APRs, if any. The method we use to allocate payments may result in your paying higher periodic interest.
13. **Amendments:** Subject to applicable law, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the calculation of Minimum Payment Due and other terms. In certain circumstances, when we are required by law to notify you of changes to the terms of this Agreement, we will do so. In other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. Changes will not apply to existing balances except where permitted by applicable law. In some circumstances, APRs or other aspects of your Account may change even though

the terms of the Account do not change. We can update any address, email address or telephone number provided in this Agreement, but we will notify you if we do so.

- 14. Events of Default:** We may declare you to be in default under this Agreement, to the extent permitted by law, if any of the following events occur: (a) you fail to pay any Minimum Payment Due on or before its Payment Due Date; (b) you breach any other term of this Agreement or of any other obligation or agreement you have or will have with us or any of our affiliates; (c) you die or become insolvent; (d) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (e) a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against you or any of your property assets or income; (f) we believe in good faith that the likelihood of your paying or performing all your obligations under this Agreement is impaired; or (g) you make a fraudulent, false or misleading statement in your Account application or otherwise in connection with any other obligation or agreement you have with us or any of our affiliates.

**IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY:** We may declare you to be in default if you fail to make a payment in full within ten days after its Payment Due Date or if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

**WISCONSIN RESIDENTS ONLY:** We may declare you to be in default if (a) you permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

**NEW HAMPSHIRE RESIDENTS ONLY:** 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.

- 15. Remedies on Default:** If you are in default, we may (a) declare all or any part of the total outstanding balance on your Account to be immediately due and payable; (b) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (c) reduce your Credit Limit; and (d) commence an action for the collection of all amounts owed in connection with this Agreement.
- 16. Waiver:** We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.
- 17. Transfer and Assignment:** You may not transfer or assign this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You

understand and agree that we may transfer or assign all or any part of your Account balance and/or our rights under this Agreement at any time and without notice to you.

18. **Account Closure:** You may close your Account by notifying us via email at [help@seen.com](mailto:help@seen.com), or by telephone at 833-923-7336 and by destroying all Card plastics. Your obligations under this Agreement, including your obligation to pay the full amount that you owe us, will continue even though your Account is closed. We may close your Account or suspend your ability to use your Account or Card, or otherwise cancel, or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. In this case, your obligations under this Agreement, including your obligation to pay the full amount that you owe us, will continue. We are not liable for any refusal by anyone to honor your Account or Card.
19. **Liability for Account:** Except as otherwise noted herein, you are liable for all amounts due under this Agreement regardless of who receives benefit from the Account.
20. **Other Users of your Account:** If you permit another person to use your Account by providing such person with a Card or the Account number, your permission will be deemed to extend to all transactions made by that person and will continue until you take the necessary steps to prevent such person from making further transactions using the Account. You will be obligated to pay all transactions made by any person you permit to use your Account, as well as all related interest, whether or not you intended to be responsible for such charges.
21. **Liability for Unauthorized Use:** If you notice the loss or theft of your Card or a possible unauthorized use of your Account or Card, you must report it as such within the Seen Finance mobile application or website, or email [help@seen.com](mailto:help@seen.com), or call us immediately at: 833-923-7336. You may also contact us in writing at 1193 W 2400 S, West Valley City, UT, 84119, but we encourage you to report unauthorized use immediately via phone or email.

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 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](mailto: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. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or Account and that you will be liable for all use by such a person.

22. **Credit Reports and Account Information:** You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any product upgrades or any updates, renewals, credit limit increases or extensions of credit, or reviewing or collecting your Account. You also authorize us to report information, including negative information,



concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. We may report information about your Account to credit bureaus. **Late payments, missed payments or other defaults on your Account may be reflected in your credit bureau report.** If you believe that any information that we have reported to a credit bureau is inaccurate or incomplete, you may email us at [help@seen.com](mailto:help@seen.com) or call us at 833-923-7336. In your letter, (a) provide your name and the Account number, (b) identify the specific information that is being disputed, (c) explain the basis for the dispute, and (d) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.

If you believe that you have been the victim of identity theft, submit an identity theft report and affidavit to Coastal Community Bank c/o Seen, 1193 W 2400 S, West Valley City, UT, 84119. We may ask you to produce this report and affidavit as part of our investigation.

- 23. Change of Contact Information:** You agree to notify us promptly if you change your name, address, telephone number, electronic mail address or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any Statement is returned to us because of an incorrect residential address or email address, we may stop sending Statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement.
- 24. Telephone Communication Monitoring and Contacting You:** You agree that your telephone communications with us or any of our representatives, affiliates or service providers may be monitored, recorded and retained by any of them. You expressly consent and authorize us, our representatives, affiliates, agents and service providers to contact you at any telephone number you provide to us, in the application or otherwise, now or in the future, or any number you have previously provided to us, or any of our representatives, affiliates or service providers, using an auto dialer, pre-recorded messages, or text messages, in order to provide alerts and other information regarding your current or future applications and accounts for all products you have or may have with us. Message and data rates may apply. You also expressly consent to Coastal Community Bank, or any of its representatives, affiliates or service providers sending email messages regarding your Account to your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding the Account. You understand that calls may be automatically dialed and a message played; you understand and agree that these calls and messages may be read or listened to by anyone with access to your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communication that we or any of our representatives,

affiliates or service providers may send you. You agree that this authorization constitutes a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by emailing us at [help@seen.com](mailto:help@seen.com), or calling us at 833-923-7336.

25. **Communications Under Federal Bankruptcy Code:** Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Account number, and must be sent to [help@seen.com](mailto:help@seen.com).
26. **Rewards, Special Programs and Benefits:** We or Seen may offer from time to time rewards or special programs and benefits ("**Programs**") for Cardmembers. This Agreement will apply to these Programs except to the extent it is inconsistent with the specific offer. The features of these Programs will vary, and use of the Account under the terms of these Programs constitutes acceptance of the terms of the Programs without modifying or amending this Agreement.
27. **GOVERNING LAW; CLASS ACTION WAIVER:** THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF WASHINGTON, WHERE WE AND YOUR ACCOUNT ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT. **YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION.**
28. **Waiver of Jury Trial:** You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Provision below, which has its own separate jury trial waiver. This waiver does not apply if you are a Covered Borrower under the Military Lending Act at the time this Account is originated.
29. **Enforceability:** Subject to and except as otherwise provided in the Arbitration Provision, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court or agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.
30. **Agreement in Writing:** This Agreement (including this Cardmember Agreement and the Important Disclosures) is the final expression of the agreement between you and us, and it may not be contradicted by evidence of an alleged oral agreement.
31. **Unsecured Line of Credit:** Notwithstanding any language in any agreement to the contrary, this Account and this Agreement, and your obligation to pay amounts due under this Agreement, are not secured, and any security interest which might otherwise exist with respect to the Account or Agreement is hereby waived by us.
32. **ARBITRATION PROVISION:**

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, and 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. 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.

**33. 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.

**34. 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](mailto:help@seen.com). You may also reach out to us in writing at 1193 W 2400 S, West Valley City, UT, 84119.

In your letter, give us the following information:

- a) Account information:** Your name and Account number.
- b) Dollar amount:** The dollar amount of the suspected error.
- c) 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.
- d)** 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 of 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 of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at: 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.

## **35. Additional Disclosures**

### **ALL BORROWERS, INCLUDING CALIFORNIA/NEW YORK/RHODE**

**ISLAND/UTAH/VERMONT RESIDENTS:** You give us and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Account,



taking collection action on this Account, or for any other legitimate purposes associated with this Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. 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.

**ALL BORROWERS, INCLUDING IOWA, MAINE, MISSOURI, NEBRASKA, OREGON, TEXAS, UTAH AND WASHINGTON RESIDENTS ONLY:** ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM ANY 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.

**CALIFORNIA:** If you are married, you may apply for a separate account in your own name.

**DELAWARE/MARYLAND/OREGON RESIDENTS:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

**ILLINOIS RESIDENTS:** (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age, sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service; (b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

**MASSACHUSETTS RESIDENTS:** Massachusetts law prohibits discrimination based upon, among other things, gender identity or sexual orientation.

**NEW HAMPSHIRE RESIDENTS:** You or your attorney may file a complaint with the New Hampshire Commissioner of Banking, State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord NH 03301. Instructions for filing complaints can be found on the Commissioner's website at [www.nh.gov/banking/consumer-assistance/complaint.htm](http://www.nh.gov/banking/consumer-assistance/complaint.htm).

**NEW JERSEY RESIDENTS:** The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you or us which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you or us unless prohibited by "applicable law" are permitted by New Jersey law. Those provisions of this Agreement specifically applicable only to residents of another state do not apply to New Jersey residents, and any provisions referencing a

right granted to the extent permitted by applicable law refer to New Jersey and federal law.

**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](http://www.dfs.ny.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.

**UTAH RESIDENTS:** NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

**WASHINGTON STATE RESIDENTS:** In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

**MARRIED WISCONSIN RESIDENTS:** If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at: [help@seen.com](mailto:help@seen.com).

The Seen™ MasterCard is issued by Coastal Community Bank, Member FDIC, pursuant to license by MasterCard© International Incorporated.