

# Possible Card<sup>®</sup> Cardholder Agreement

Effective as of July 29, 2024

The Possible Card is an unsecured credit card serviced by Possible Financial Inc. ("Possible Finance") and issued by Coastal Community Bank, member FDIC, pursuant to a license with Mastercard International Incorporated.

## SECTION 1: RATES AND FEES TABLE

All charges made on this charge card are due and payable bi-weekly.

Annual Percentage Rate (APR) for Purchases

**0%**

Monthly Fees by Limit

Credit Limit of \$400 - \$799: **\$96** annually (\$8 per month)

Credit Limit of \$800 and up: **\$192** annually (\$16 per month)

Transaction Fees

- Foreign Transaction

- **None**

Penalty Fees

- Late Payment
- Over-the-Credit-Limit
- Returned Payment

- **None**
- **None**
- **None**

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this Cardholder Agreement in Section 7.

## SECTION 2: HOW FEES WORK

HOW FEES WORK

Monthly Fee

The Monthly Fee is billed upon activation of your Card and will be charged each month thereafter.

## SECTION 3: PAYMENTS

HOW AND WHEN TO MAKE PAYMENTS

When You Must Pay

You must pay at least the Minimum Payment Due by the Payment Due Date each month. The Minimum Payment Due and Payment Due Date are shown on each billing statement. We must receive the full Minimum Payment Due by 5:00 p.m. Pacific Time ("Cut-Off Time") on the applicable due date. Payments received after the Cut-Off Time will be credited to your Account no later than the next Business Day. For your payment to be considered on time, we must receive it by the Cut-Off Time. If your payment is due on a weekend or federal holiday, your payment will be on-time if it is received by the Cut- Off time on the next Business Day (Mondays through Fridays, excluding federal holidays). Credit to your Account may be delayed for up to five (5) days if we receive a payment that does not meet the requirements set forth in this section and on your statement. The available credit on your Account may not reflect your payment for up to fifteen (15) Business Days or longer if: we doubt the collectability of the payment, we suspect fraudulent activity on your Account or you have provided inaccurate banking information. We will credit your payment to your Account as of the Business Day that we

How To Make Payments

You can pay through the Possible Finance App using your externally connected account via ACH or debit card,

	including by setting up automatic payments. Your payment must be made in U.S. dollars. You agree not to send us checks. If you do, we have the right to return the check to the address it is received from and not credit the payment to your account.
<b>Payment Allocation</b>	We credit your payments and any Account credits by applying them first to any unpaid Monthly Fees and then to Purchases and other debits.
<b>Late Payments</b>	We do not charge late fees. If your Minimum Payment Due is not received by the Cut-Off Time on your Statement Due Date, your payment will be late and your ability to use the Card will be suspended. Once you have paid the Minimum Payment Due and your payment has posted to the Account, your Card will re-activate and may be used for Purchases. All late payments are subject to negative credit reporting.
<b>How we Calculate your Minimum Payment Due</b>	To calculate the Minimum Payment Due, we start with whichever is lowest: i) your full Statement Balance Due or ii) \$75, then we add any amount that is past due.

## SECTION 4: STANDARD PROVISIONS

<b>ABOUT THE CREDIT CARD ACCOUNT AGREEMENT</b>	
<b>This Agreement</b>	This Possible Card Cardholder Agreement, together with your Card Account opening disclosures (including, as applicable, the Privacy Policy and Truth in Lending Disclosure) (collectively, this "Agreement") govern the use of the Possible Finance unsecured credit card ("Card" or "Account"). Please read this Agreement and retain a copy for your records. This Agreement will become effective when you (or a person authorized by you) activate your Card and make a transaction using the Card. Your use of the Card is your consent to be bound by the terms of this Agreement. The Card and credit under this agreement is issued by Coastal Community Bank ("Bank") and serviced by Possible Financial Inc. ("Possible Finance").
<b>Parties To This Agreement</b>	As used in this Agreement "we," "us" and "our" mean the Bank as the Card issuer and creditor, and Possible Finance as the servicer of the Account. The words "you" and "your" mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account and the person to whom we address Account statements.
<b>Business Days</b>	Monday through Friday, excluding Federal Reserve Bank holidays.
<b>Changes To This Agreement</b>	Subject to the limitations of applicable law, we may at any time change, add to or delete any of the terms and conditions in this Agreement, including, but not limited to, interest rates and this Change of Terms provision. Such changes may be based, in whole or in part, upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Limit on your Account with us, or your credit score and information contained in your credit report and financial data. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new Purchases and to the outstanding balances of your Account, to the extent permitted by applicable law.

<b>HOW TO USE YOUR ACCOUNT</b>	
<b>Your Registration &amp; Your Responsibility</b>	To sign up for a Possible Card you must register and create an account with Possible Finance (a "Possible Account"). You must provide accurate and complete information and keep your Possible Account information updated. By registering, you represent and warrant that you are providing accurate and complete information and that you will keep your Possible Account information updated. You are responsible for the activity that occurs on your Possible Account and/or Card Account, and for keeping your Possible Account password secure. To the extent permitted by law, you may be held liable for losses or damages incurred by us or any other user of or visitor to the Possible Finance mobile application (the "App," services available using the App are the "Services") due to someone else using your user name, ID, password, or other information which provides access to the Services. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use your Possible Account or Card, breach of security or unauthorized use of your Possible Account or Card. You should never publish, distribute or post login information for your Possible Account.
<b>Use Of Your Card And Account</b>	You may use the Card to make purchases only for personal, family or household purposes from any person or establishment accepting the Card (each such transaction, a "Purchase"). The Card does not have a cash advance or balance transfer feature. You agree to use the Card only for legal and lawful purposes. The Card may not be used for illegal transactions or for the purpose of paying us on this or any other form of credit account you may have with us. If you use your Card for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all charges relating to such transactions and all other transactions on your Account at the time it is closed.
<b>You Promise To Pay</b>	You promise to pay us for all amounts charged to the Account, including all Purchases and Monthly Fees. To the extent permitted by applicable law, you are obligated to repay us for all transactions made using your Card by people you have authorized even if their use of the Card exceeds the authorization which you gave them.
<b>Credit Limit</b>	We will grant you credit up to a maximum amount (your "Credit Limit") based on your account history with us. Your current Credit Limit will be shown on each monthly statement. You promise not to exceed your Credit Limit. However, if you exceed your Credit Limit, we can still charge you for all Purchases and fees without giving up any of our rights. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so. At our discretion, we may (1) block transactions that would exceed your Credit Limit and (2) change your Credit Limit at any time without advance notice to you except as otherwise required by law.

<b>Linked Account Requirement</b>	In order to open an Account with us, you must maintain and link a bank account that you own and control ("Linked Account") in the App. Regulations require that we determine your ability to pay to offer you credit. Your Linked Account must demonstrate that you receive income on a regular basis. Since we do not pull a credit report when we approve you, we rely on your Linked Account transaction history to verify your income. Additional details are provided in the Terms of Use, which you accept when you open the Account. We reserve the right, with notice to you, to suspend card utility in the event your Linked Account is overdrawn or you have unlinked it and we cannot verify your ability to pay.
<b>Transaction Limits</b>	To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your Account for any reason.
<b>Monthly Statements</b>	We will electronically deliver your monthly statement for any billing period in which there is activity on your Account, or as otherwise required by applicable law. Your monthly statement will show, among other things, (1) the unpaid balance on your Account at the beginning of the billing period (the "Previous Balance"); (2) any Purchases, fees and other debits posted to your Account in that billing period; (3) any payments and credits posted to your Account in that billing period; (4) the Minimum Payment due; (5) any Past Due Amount and (6) the New Balance. Your credit card statement will be available on-line where you can review and download or print as needed.
<b>Transactions In Foreign Currencies</b>	We do not charge a fee for foreign transactions. Mastercard may charge a 1% International Service Fee on international transactions.  If you make a purchase in a currency other than U.S. dollars, the amount deducted from the available credit limit of your Account will be converted by Mastercard into an amount in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account. Mastercard may charge you an International Service Fee (sometimes referred to as an "ISF") equal to one percent (1%) of the U.S. dollar amount of any International Transaction. The International Service Fee will be calculated on the U.S. dollar amount provided to us by Mastercard and will be charged to the same Account to which the transaction is posted at the same time the International Transaction posts to that Account. The same conversion process and fee may apply if any International Transaction is reversed or credited back to your Account.
<b>Pre-authorized Recurring Merchant Transactions</b>	You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. If you enroll in a Plan, you should update your payment method with any merchants where you have pre-authorized recurring transactions as those will be denied. In those instances, the merchant may assess a returned payment fee and we will not be responsible for any such fees. We do not charge a fee for returned payments. If we issue a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions. You must contact the merchant if you want to cancel any automatic billing that you have authorized.

<b>INFORMATION ABOUT YOU</b>	
<b>Credit Reports And Account Information</b>	You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer reporting agencies) in reviewing your account and for any lawful purpose, including any updates or extensions of credit, or reviewing or collecting your Account. Upon your request to us, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to you. We also furnish information concerning your Account as well as information concerning you to consumer reporting agencies and to other proper parties.
<b>Customer Privacy</b>	Possible Finance's GLBA Financial Privacy Notice is provided separately in accordance with applicable law and can also be viewed online at <a href="https://www.possiblefinance.com/glbsa/">https://www.possiblefinance.com/glbsa/</a> .  Coastal Community Bank's privacy policy is located here: <a href="https://www.coastalbank.com/privacy-notice.html">https://www.coastalbank.com/privacy-notice.html</a> .
<b>Address/Phone Change</b>	You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address (mailing or email) or any phone number.
<b>Telephone Monitoring</b>	For quality control, you authorize us to listen to and/or record telephone calls between you and us.
<b>Emails</b>	You consent to us emailing you for any lawful purpose, including marketing if you have not opted out.

<b>IMPORTANT INFORMATION ABOUT YOUR ACCOUNT</b>	
<b>Unauthorized Use</b>	If your Card or device is lost, stolen or if your Account is used without your consent, call us immediately at (855) 961-5354 (dial 711 first for operator relay). If you notice the loss or theft of your Card or a possible unauthorized use of your Card you should write us immediately at <a href="mailto:cardsupport@possiblefinance.com">cardsupport@possiblefinance.com</a> , or call us at (855) 961-5354. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.
<b>Notice Of Information Reporting</b>	We may report information about your Account to other creditors, other financial institutions and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.

<b>Inaccurate Information</b>	You have the right to dispute the accuracy of information we have reported to a credit bureau. If you think any information about your Account that we have reported is incorrect, please contact Possible Finance via the phone number or email shown on your statement. Include your name, address, telephone number and a brief description of the issue. If available, please include a copy of the credit report in question. We will research your issue and if we confirm that you are correct, we will contact the consumer reporting agency we reported to and request a correction.
<b>Disputed Amounts</b>	The billing rights summary in Section 7 of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the contact information for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.
<b>Events Of Default</b>	Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to make any required payment by its Statement Due Date; (2) you breach any term under this Agreement; (3) we determine that any statement made by you to us in connection with this Agreement, your Card or your Account was false or misleading; (4) you breach any terms under any other agreement that you have with us or Possible Finance or with any the affiliates of any of them; (5) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (6) you are declared incompetent or mentally incapacitated, or in the event of your death; or (7) we believe you are unable or unwilling to pay your debts when due.
<b>Default Remedies Including Collection Costs</b>	Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee.
<b>Card Account Alerts</b>	We may send notifications to you, which may include both security alerts that we may send automatically and Card Account notifications that you can sign up to receive ("Alerts"). You will receive Alerts only if you enroll in the service using the App. You agree that we are not responsible for your failure to timely receive Alerts due to circumstances beyond our control. We cannot guarantee the delivery or accuracy of Alerts. You agree that we are not liable for any delays, delivery failures, and deliveries of misdirected Alerts or errors in the content of Alerts. We are not liable for any actions you or any third party take or fail to take in reliance on an Alert. You understand and agree that we will send you unencrypted Alerts that may include personal financial information. We reserve the right to terminate Alerts at any time without prior notice to you.
<b>Rules And Conduct</b>	<p>As a condition of use, you promise not to use the Account or Card(s) for any purpose that is unlawful or prohibited by this Cardholder Agreement. You agree to abide by all applicable local, state, national and international laws and regulations, and by the terms of any other agreements you may have with Possible Finance. By providing us with any information, you represent and warrant that you have all necessary right, consent and authority to provide us with such information. You understand and agree that we shall have the sole right to decide whether you are in violation of any of the restrictions set forth in these Cardholder Agreement, and shall have sole discretion regarding the course of action to take in connection therewith.</p> <p>You shall not: (i) use the Services for any purpose that is unlawful; (ii) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (iii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iv) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (v) run any form of auto-responder or "spam" on the Services; (vi) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Services; (vii) harvest or scrape any Content from the Services; (viii) violate or infringe upon the rights of Possible Finance or any other third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; (ix) engage in harassing, abusive, profane, or abusive conduct; or (x) otherwise take any action in violation of our guidelines and policies.</p> <p>If at any time you are in violation of these rules, we may in our sole discretion and without advance notice choose to suspend, terminate, or limit your access to your Card, your Account or both.</p>
<b>Suspension / Revocation / Cancellation</b>	Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any such actions on our part will not affect your obligation to pay us the outstanding balance and fees under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, or for the retention of your Card by any person or entity. If we revoke or cancel the Card, you must destroy or return the Card. You may not use a Card after it has expired or after it has been revoked or cancelled. Any cancellation of the Account will not affect your obligation to pay us the outstanding balance and fees under the terms of this Agreement.
<b>Closing Your Account</b>	Contact us at (855) 961-5354 to request Account closure. If your Account has an outstanding balance, we will request that you pay your balance in full and will continue to charge the Monthly Fee on your Account until the balance is paid. If your Account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.
<b>Termination</b>	We may terminate your access to your Card at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of some or all information associated with you to the extent permitted by applicable law. All provisions of this Cardholder Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
<b>Inadvertent Overcharges</b>	It is not our intention to charge any interest charges, fees or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be credited to your Account or refunded to you.

**IMPORTANT INFORMATION ABOUT THIS AGREEMENT**

<b>Severability</b>	Subject to the below Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.
<b>Entire Agreement</b>	You acknowledge that this Agreement, as amended constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.
<b>Assignment</b>	We may sell, transfer or assign this Agreement and your Card Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Card Account or any of your obligations under this Agreement.
<b>Waiver</b>	Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.
<b>Disclaimer of Warranties</b>	THE SERVICES AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". THE SERVICES AND CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE BANK, POSSIBLE FINANCE AND THEIR AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THAT: (1) THE CONTENT IS TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT; (2) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (3) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (4) THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (5) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.
<b>Governing Law</b>	Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of Washington State without regard to its conflicts of law principles.
<b>Headings And Tables</b>	The section headings and table structure of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

## ARBITRATION AGREEMENT

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION AT EITHER PARTY'S REQUEST. UNLESS YOU REJECT IT WITHIN FORTY-FIVE (45) DAYS AFTER YOUR FIRST CARD PURCHASE, THE ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. THIS PROVISION DOES NOT APPLY IF YOU ARE A "COVERED BORROWER" AS DEFINED IN THE MILITARY LENDING ACT, 10 U.S.C. § 987.

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

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

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

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

### **Powers and Qualifications of Arbitrators and Arbitration Procedures:**

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

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

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

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

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

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

**RIGHT TO REJECT:** You may reject this Arbitration Agreement by mailing a signed rejection notice to Possible Finance at legal@possiblefinance.com within forty-five (45) calendar days after your first Card purchase. Any rejection notice must include your name, address, email address, and telephone number.

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

## SECTION 5: OTHER IMPORTANT INFORMATION

### NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR

**DEPENDENTS:** The following disclosures apply to you if, at the time your Account is opened, you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

The provision in this Agreement regarding "Arbitration Agreement" will not apply to your Account.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of thirty-six percent (36%). This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

### STATE NOTICES

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

**New York Residents:** Consumer reports may be requested in connection with the processing of your application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies that have provided us with such reports. New York residents may contact the New York State Department of Financial Services by telephone at 1-877-226-5697 or visit its website at <http://www.dfs.ny.gov> for free information on comparative credit card rates, fees and grace periods.

**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.

**Oregon Residents:** The terms and conditions of receiving a Possible Card are subject Oregon law, including but not limited to the interest rate caps contained in ORS 725.340, which provide that interest cannot exceed the greater of 36 percent or 30 percentage points in excess of the discount window primary credit rate expressed as an SECTION 5: OTHER IMPORTANT INFORMATION annual percentage rate, and the Oregon Unlawful Trade Practices Act.

**South Dakota Residents:** If there are any improprieties in the servicing of your card, please contact the South Dakota Division of Banking: South Dakota Division of Banking 1714 Lincoln Ave, Suite 2, Pierre, SD 57501 (605) 773-3421.

**Washington 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

**Married Wisconsin Residents:** No agreement, court order, or individual statement applying to marital property will adversely affect our rights with respect to your credit card account, unless you provide us now with a copy of, or complete information about, the agreement, order, or statement or unless we have actual notice of it.

## SECTION 6: TERMS AND CONDITIONS FOR ADDING YOUR POSSIBLE CARD TO A DIGITAL WALLET

By adding your Possible Card to a Digital Wallet, you accept and agree to the following terms and conditions ("Terms"):

<b>1. Adding your Possible Card</b>	<p>You can add an eligible Possible Card to a supported Digital Wallet by following the instructions of the Digital Wallet provider. During registration, you may be required to take additional steps to authenticate yourself before your Card is added to a Digital Wallet, such as providing additional identifying or verifying information. When adding your card to a Digital Wallet, a Digital Wallet Provider may add a unique identifier different from your Card number ("Device Account Number") to your Digital Wallet that enables you to make purchases through that Digital Wallet.</p> <p>If your Possible Card is not in good standing or your account is frozen for any reason, then your Possible Card will not be eligible to be added to any Digital Wallet and if already in a Digital Wallet, the card may be deactivated or removed. When you add a Possible Card to the Digital Wallet, you may use the Digital Wallet to transact with retailers who support that Digital Wallet. Note though, a Digital Wallet may not be accepted everywhere where your Possible Card is accepted.</p>
<b>2. Terms that Apply</b>	<p>In addition to these Terms, you agree that when you use a Digital Wallet, you will remain subject to the terms and conditions of all your existing agreements with us, your mobile service carrier (e.g., AT&amp;T, Sprint, T-Mobile, Verizon, etc.), and your Digital Wallet Provider (e.g., Apple, Google, Samsung, etc.). These Terms do not amend or supersede any of those agreements, including but not limited to, your Possible Card Cardholder Agreement ("Cardholder Agreement"), disclosures agreed to as part of opening your Possible Card (including, as applicable, the Privacy Policies and Truth in Lending Disclosure), and the Arbitration Agreement included in your Cardholder Agreement.</p> <p>Any applicable fees and charges that apply to your Possible Card or underlying account will also apply when you use a Digital Wallet to make purchases with your Possible Card. We currently do not charge any additional fees for adding your Possible Card to a Digital Wallet, but we reserve the right to impose a fee in the future.</p> <p>You understand that a Digital Wallet provider, or another third-party supporting a Digital Wallet provider, may</p>

	however charge a fee or impose certain restrictions or limitations for using your Possible Card in a Digital Wallet. You agree that you are solely responsible for compliance with such agreements.
<b>3. Third-Party Disputes</b>	You understand and agree that we are not a Digital Wallet provider and therefore, are not responsible for the products and services associated with a Digital Wallet. Accordingly, to the extent permitted by applicable law, you agree to resolve any disputes directly with the Digital Wallet provider or third-party service provider (such as your mobile service carrier) without involving us. Such disputes may include, but are not limited to, payment failures caused by the Digital Wallet and errors or delays caused by the inability to use the Digital Wallet for a transaction. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Digital Wallet or any third party's products or services.
<b>4. Notifications</b>	You consent to us and/or the Digital Wallet provider sending you notifications through the Digital Wallet from time to time reflecting your Possible Card account activity and/or marketing messages. If you do not wish to receive notifications, you may turn them off through your device's settings or by the procedures established by the Digital Wallet provider.
<b>5. Transaction History</b>	The transaction history displayed in a Digital Wallet is for illustrative purposes only and may be preliminary and/or incomplete. You understand and agree the transaction amount that ultimately clears, settles, and posts to your Possible Card's monthly statement serves as the final record, even if it does not match the details of the Digital Wallet provider's transaction history.
<b>6. Lost, Stolen or Illegal Use of your Eligible Device or Card</b>	<p>Some Digital Wallets can only be used with a compatible device determined by the Digital Wallet Provider for that Digital Wallet ("Eligible Device"). Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as "jailbreaking"—are not Eligible Devices. You acknowledge that the use of a modified device to use your Possible Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny you access to your Possible Card through a Digital Wallet(s).</p> <p>If you believe your Eligible Device or your credentials have been lost, stolen or otherwise compromised, or someone has used or may use your Eligible Device or your credentials without your authorization, you must call us immediately at the number on the back of your Possible Card. Additionally, please refer to and follow the instructions provided by the Digital Wallet provider. If you fail to notify us without delay, you may be liable for part or all the losses in connection with any unauthorized use of your Possible Card in connection with that Digital Wallet.</p> <p>Due to the way a Digital Wallet operates, you may need to present your Eligible Device to a merchant when you return an item purchased using that Digital Wallet on such Eligible Device. So, for example, if you make a purchase using your Apple Wallet on your iPhone, the merchant may require you to have that same iPhone present to return the item.</p>
<b>7. Suspension/Removal of your Possible Card</b>	<p>We reserve the right to discontinue offering or supporting Digital Wallet services at any time for any reason. Unauthorized use of a Digital Wallet, including, but not limited to, unauthorized entry into our systems, misuse of passwords or misuse of other information, is strictly prohibited and will result in suspension and/or termination of your use of a Digital Wallet. We reserve the right to block, restrict, suspend, or terminate your use of any Digital Wallet at any time without notice for any reason, including if you violate these Terms or any other agreements with us, except as otherwise required by applicable law. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your use of a Digital Wallet.</p> <p>For instructions on how to remove your Possible Card from a Digital Wallet, contact the Digital Wallet provider.</p>
<b>8. Authorization to Collect and Share Data</b>	You agree that we may collect, transmit, store, and use technical, location, log in, or other information about you or your use of your Possible Card through a Digital Wallet. You also acknowledge that we may share certain details of your Possible Card Digital Wallet transactions with the Digital Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Possible Card transactions, and to improve our ability to offer these services. This information helps us to add your Possible Card to the Digital Wallet and to maintain the Digital Wallet services.
<b>9. Privacy</b>	We do not control the privacy and security of your information that may be held by the Digital Wallet provider. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet provider, payment network, or other third parties supporting that Digital Wallet, will be governed by such party's privacy policy and not the Possible Card Privacy Policy or the Coastal Community Bank Privacy Policy.
<b>10. Electronic Communications</b>	You agree to receive electronic communications and disclosures, including automatically dialed calls or text messages, from us on your devices at the number you provide. You also agree that we can contact you by email at any email address you provide to us in connection with any Possible Finance product, service or account, or through the mobile device on which you have downloaded the App. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes. If at any time you revoke this consent, we may suspend or cancel your ability to use your Possible Card in connection with a Digital Wallet.
<b>11. Paper Versions</b>	If you would like a paper copy of any legal disclosure we provide you in connection with your use of a Digital Wallet, please contact us at 855-961-5354. and we will mail one to you at no cost.
<b>12. Merchant Relationships and Disclaimers</b>	Merchants may offer you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") in a Digital Wallet. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Cardholder Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Offers they provide.
<b>13. Ending or Changing these Terms; Assignments</b>	We can add to, delete portions of, or terminate these Terms at any time without notice to you, except where required by law. Your use of a Possible Card in a Digital Wallet after we have made such changes available will be considered your agreement to the changes. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Possible Card in connection with a Digital Wallet, (ii) modify or suspend the type or



	dollar amounts of transactions allowed using Possible Cards in connection with a Digital Wallet, (iii) change the Possible Card's eligibility for use with a Digital Wallet and/or (iv) change the Possible Card authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing your Possible Card from any Digital Wallets. You may not assign these Terms.
<b>14. Governing Law</b>	These Terms are governed by federal law and, to the extent that state law applies, the laws of the State of Washington without regard to its conflicts of law provisions. Disputes arising out of or relating to these Terms will be subject to the Arbitration Agreement in your Cardholder Agreement.
<b>15. Indemnification</b>	<p>You agree to indemnify and hold us, our licensors, sponsors, agencies, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of a Digital Wallet service or (ii) any breach of the terms and conditions set forth in these Terms by you or other authorized users of your Possible Card or Digital Wallet credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We reserve the right to employ counsel of our choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.</p> <p>As provided in the Cardholder Agreement and to the extent permitted by applicable law, you are responsible for all uses of your Possible Card account by third-parties you gave access to, including if these third-parties misuse your Possible Card or any Digital Wallet services.</p>
<b>16. Limitation of Liability: No Warranties</b>	WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING YOUR PARTNER CARD TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.
<b>17. Questions</b>	If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Possible Card, then contact Possible Card support by calling the number on the back for your card.

## SECTION 7: YOUR 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.

### **What To Do If You Find a Mistake on Your Statement.**

If you think there is an error on your statement, contact us in writing at: Possible Finance, c/o Coastal Community Bank, 2231 1<sup>st</sup> Avenue, Seattle, WA 98121

In your communication, give us the following information:

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

You must contact us:

- Within sixty (60) days after the error first appeared on your statement
- At least three (3) Business Days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Communication.**

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

1. Within thirty (30) days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within ninety (90) days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you monthly fees.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases.**

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50;
2. You must have used your credit card for the purchase; and
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us at 855-961-5354.

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

Possible Card® is issued by Coastal Community Bank pursuant to a license with Mastercard International Incorporated.

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