

The Zable MasterCard® Credit Card

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	26.49% - 35.49% when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.*
APR for Cash Advances	26.49% - 35.49% when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.*
How to Avoid Paying Interest	Your due date is at least 22 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest on Purchases, the charge will be no less than \$0.50. If you are charged interest on Cash Advances, the charge will be no less than \$0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore/ .

Fees

Annual Fee	\$0
Transaction Fee Cash Advance	Either \$10 or 3% of the amount of each cash advance, whichever is greater.
Transaction Fee Foreign Transaction	3% of each transaction in U.S. dollars
Penalty Fees Late Payment	Up to \$39
Penalty Fees Returned Payment	Up to \$29

How Will We Calculate Your Balance: We use a method called “Average Daily Balance (including new transactions).” See the Interest Charges section of the Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Billing Rights section of your Cardholder Agreement.

***How We Calculate Variable Rates:** The Variable APR on your Account will be determined each billing cycle by adding a margin to the Prime Rate (U.S.) as published in the Money Rates section of The Wall Street Journal (the “WSJ”) on the 25th day of the month or the following Business Day (defined below). The variable APRs may increase or decrease each month if the Prime Rate changes. If the Prime Rate changes, your new rate will take effect on your next billing period. Your APR is determined by adding a margin of 21.99% to 28.49% for Purchases and 21.99% to 28.49% for Cash Advances to the Prime Rate, which as of December 20, 2024, the Prime Rate is 7.50%. Therefore, your APR for Purchases is 26.49% to 35.49% and your APR for Cash Advances is 26.49% to 35.49%.

THE ZABLE MASTERCARD® CREDIT CARD CARDHOLDER AGREEMENT

(Effective June 2025)

This Zable MasterCard® Credit Card Cardholder Agreement, together with your Zable MasterCard® Credit Card Account Opening Disclosure, Arbitration Agreement, card carrier and credit card application (collectively, this “Agreement”) govern the use of The Zable MasterCard® Credit Card (“Card”) and related credit account (“Account”). All of the separate documents governing the Account, and any future changes we may make to this Agreement, are part of this Agreement. Please read this Agreement and retain a copy for your records. The date of this Agreement is set forth on your card carrier. However, this Agreement will only become effective if and when you (or a person authorized by you) activate your card by following the instructions on the sticker on the card, by contacting us with your request to activate the card, and make a transaction using the card. Prior to then, you will not be responsible for any Card transaction if the Card is lost or stolen. Your first transaction must be a Purchase (as defined below) and not a Cash Advance (as defined below). Your use of the Card is your consent to be bound by the terms of this Agreement.

The Card is issued by Continental Bank, Salt Lake City, UT, pursuant to a license from MasterCard U.S.A. Inc. Continental is the creditor and Card issuer. As used in this Agreement, “we,” “us,” and “our” mean Continental. The words “you” and “your” mean all persons responsible for complying with this Agreement, including the applicant, the cardholder, any guarantor and the person to whom we address Account statements.

Use of the Card and Account: You may use the Card to make transactions only for personal, family or household purposes from any person or establishment accepting the Card (each such transaction, a “Purchase”), to obtain cash advances from us or obtain cash or cash equivalents (each such transaction, a “Cash Advance”) and to take advantage of other features of the Card. Cash Advances include: (a) using any convenience check we provide you; (b) obtaining funds through an automated teller machine (ATM) or a financial institution; (c) purchasing a wire transfer, money order, foreign currency, travelers checks, lottery ticket, cryptocurrency, stored value load or other item that is a cash equivalent; or (d) engaging in any similar transaction.

You agree to use the Card and Account only for legal and lawful purposes. Neither the Card nor the Account may be used for gambling purposes, whether online or otherwise, or for the purpose of paying us on this or any other form of credit account you may have with us. If you do 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.

Promise to Pay: You promise to pay us for all amounts charged to the Account, including all transactions, interest, fees and charges charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.

Servicer: Zendable Cards, LLC ("Zable"), along with its partners and service providers, is the servicer of your Card and Account. In that capacity, Zable may act on our behalf, perform our obligations, or enforce our rights under this Agreement.

Credit Limits: We will extend credit to your Account up to a maximum amount for Purchases (your "Credit Limit"). On your billing statements, we will provide information about your Credit Limits and remaining credit as of the billing statement date. You agree not to exceed your Credit Limit. However, if you exceed your Credit Limit, we may authorize the transaction without increasing your Credit Limit, and you will remain liable for all amounts payable under this Agreement. At our discretion, we may block transactions that would exceed your Credit Limit. We may change your credit lines at our discretion. We base that decision on a variety of factors such as your payment and transaction history, changes in our credit policies, and information we receive from third parties, including credit reporting agencies. We may do so even if your account is in good standing. We will notify you as applicable by law

Cash Advance Limit: Your Account is subject to a Cash Advance limit equal to 50% of your total Credit Limit ("Cash Advance Limit"). This means we will not honor Cash Advance transactions that would cause the total amount of outstanding and unpaid Cash Advances to exceed 50% of your overall credit limit.

Temporary Limit: Your Account is subject to a temporary limit equal to 50% of your total Credit Limit until a card-present transaction is made on the account and a verified repayment method is added to the account. A card-present transaction is defined as a transaction made in-store at a merchant, POS (Point of Sale), using your physical card. Digital wallet transactions, such as those made through Apple or Google Wallet, are not included in the definition of an in-store transaction. This means we will not honor transactions that would cause the total amount of outstanding and unpaid balances to exceed 50% of your overall credit limit before a card-present transaction takes place on the account and a verified payment method is added to the account.

Payments:

Minimum Payment. Your Account will be on a monthly billing cycle. Each billing cycle, you must pay at least the minimum payment amount by the payment due date shown on your billing statement ("Payment Due Date"). As specified in your Cardholder Agreement, the minimum payment will equal your total balance if it is less than \$25, or the greater of (a) \$25 (the "Minimum Amount" identified in your Cardholder Agreement), and (b) the following ("Minimum Payment"):

- 1% of your principal balance, plus the total interest charges and fees (excluding your annual fee) we have billed you on the current statement, plus any past due amounts (including interest and fees from previous billing cycles), plus any overlimit amounts

If you make a payment greater than your Minimum Payment, this does not affect your obligation to make the Minimum Payment due on the next billing statement. We do not pay interest on overpayments or any other credit balances created on your Account. Credits to your Account, such as from merchants, are generally not considered payments and will not reduce your Minimum Payment amount.

When Payments Are Due. We must receive at least the Minimum Payment due on your Account by 11:59 p.m. Eastern Time on the Payment Due Date of each billing period ("Cut-Off Time"). Any payments received after 11:59 p.m. Eastern Time on the Payment Due date will be treated as late. Credit to your Account may be delayed for up to five (5) days if a payment does not adhere to the requirements set forth in this section and on your statement. The available credit on your Account may not reflect your payment until it has been received and processed. If we doubt the payment's

collectability or suspect fraudulent activity on your account, we may temporarily hold the payment or reserve the funds until we can verify its legitimacy. Nonetheless, we will credit your payment to your Account as of the business day that we receive it, provided we receive your payment prior to the Cut Off Time.

We may accept late payments, partial payments, or any payments marked or specially designated as being payment in full or as being similarly in settlement of any dispute, without losing any of our rights under this Agreement or under the law to collect all amounts due and payable on your Account. Our acceptance of such payments does not mean we agree to change this Agreement in any way.

Payment Options. You may make payment arrangements through your mobile account and/or over the phone by calling our customer service line during business hours. When calling, you will authorize us to initiate an electronic payment from your designated bank account or another accepted payment method. Additional fees from your financial institution may apply. We do not accept paper-based payment instruments for your account. You are responsible for ensuring your payment is made on or before the due date to avoid late fees and interest charges.. Your payment must be made in U.S. dollars.

Payment Allocation. We will apply the required Minimum Payment to balances on your Account using any method we choose, in accordance with applicable laws and regulations. Although your Minimum Payment will be applied in any order at our discretion, payments in excess of the Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR.

Interest Rates, Calculation of Finance Charge and Average Daily Balance: *Daily Periodic Rates.* The daily periodic rates for Purchases and Cash Advances are based on APR for Purchases and Cash Advances, respectively, which may be adjusted monthly. The current daily periodic rate for Purchases and Cash Advances on your Account is calculated by taking the applicable APR divided by 365 ("Daily Periodic Rate").

How We Will Calculate Interest. We use the average daily balance ("ADB") method (including new transactions) to calculate interest on your Account.

1. First, we determine the Daily Balance.
 - a. We start with the previous day's Ending Balance. We add any new transactions (except if subject to a grace period) and fees to this balance. Then we subtract any payments or credits credited toward the balance. We multiply the balance by its Daily Periodic Rate and add that amount to that day's balance to get the Ending Balance for the day. If the daily balance is less than zero, it will be treated as zero.
2. Next, we calculate the Average Daily Balance.
 - a. We add up all the daily Ending Balances for the billing cycle. We then divide this total by the number of days in the billing cycle to get the ADB. The formula for ADB is: $ADB = \text{sum of daily Ending Balances} \div \text{the number of days in the billing cycle}$. The ADBs for Purchases and Cash Advances are calculated separately.
3. Then, we calculate the Interest Charge.
 - a. We multiply the ADB by the Daily Periodic Rate (as defined below). Then we multiply this amount by the number of days in the billing cycle. The Daily Periodic Rate is the amount of interest you are paying on your card balance at the end of each day, and is calculated by dividing the APR by the number of days for the year (generally 365).
 - b. The formula is: $\text{Interest charge} = \text{Daily Periodic Rate} \times \text{ADB} \times \text{number of days in the billing cycle}$.

Minimum Interest Charge. If you are charged interest in a billing cycle, the charge will be no less than \$0.50 on Purchases and \$0.50 Cash Advances for each billing cycle if your account is subject to an Interest Charge.

Grace Period. You can avoid paying interest on your Purchases balance by paying your statement balance in full each month by the due date. If you pay less than the full balance shown on a given statement, you will lose your grace period and pay interest on your purchases balance from the beginning of the following statement period. You can regain your grace period by paying two consecutive statements in full. Your Cash Advance balance does not benefit from a grace period and you will always pay interest from the day a balance is incurred.

When Interest Charges Begin: Your due date is at least 22 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date as shown on your billing statement for that billing cycle. There is no grace period for Cash Advance transactions, and the interest charge begins to accrue from the date you obtained the Cash Advance, or the first day of the billing period in which it is posted to your Account, whichever is later.

Preauthorized Recurring Merchant Transactions: You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions. You also authorize us to provide updated information to the merchant at our discretion. You must contact the merchant if you want to cancel automatic billing.

Foreign Currency Transactions: If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the transaction will be converted to U.S. dollars based on a rate selected by MasterCard U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate MasterCard U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by MasterCard U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Account. Our fee is a percentage of the U.S. dollar amount of the transaction.

Fees: We will charge the following fees, subject to applicable law:

Annual Fee. We will charge an annual fee of \$0 each year, whether or not you use the Account, and whether or not you have active charging privileges. Your annual fee will be charged upon the first transaction on the Account and then annually thereafter.

Late Payment Fee. If we do not receive the Minimum Payment due on your Account by the Payment Due Date, we will charge a late payment fee of \$29 for the first occurrence and \$39 for the second and subsequent late payments. We will continue charging you \$39 for any subsequent late payments until you have made at least 6 consecutive on-time payments. However, we will not charge a late payment fee exceeding the Minimum Payment amount that is late. We reserve the right to not assess a late payment fee on certain Accounts as we deem appropriate.

Returned Payment Fee. We will charge you a Returned Payment Fee of \$29, if any payment on your Account is returned for any reason. However: (a) the Returned Payment Fee will not exceed the Minimum Payment Due immediately prior to assessment of the Fee and will not exceed the amount of the returned payment; (b) we will not charge you a Returned Payment Fee if there is already a Late Payment Fee charged for that billing cycle; and (c) we will not charge you more than a single Returned Payment Fee with respect to the same Minimum Payment Due.

Cash Advance Fee. For each Cash Advance, we will charge a fee of either \$10 or 3% of the amount of the Cash Advance, whichever is greater. The Cash Advance Fee is treated as a transaction and added to your balance.

Events of Default: Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment by the Payment Due Date; (2) you attempt to engage in a transaction that exceeds the Credit Limit; (3) you make a payment that is returned unpaid to us for any reason; (4) you breach any term under this Agreement; (5) we determine that any statement made by you to us in connection with this Agreement or your credit card application was false or misleading; (6) you breach any terms under any other agreement that you have with us, Zable or with any of their affiliates; (7) you file for bankruptcy or any other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death; or (9) we have any reason to believe you may not be creditworthy.

Default Remedies: 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.

Entire Agreement: You acknowledge that this Agreement, as amended (which includes your Account Opening Disclosure, Arbitration Agreement, card carrier and credit card application) 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.

Waiver: Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.

Customer Privacy: Our privacy policy is provided separately in accordance with applicable law and can also be viewed online at <https://www.zable.com/privacy-policy>.

Language: You agree that you can understand English-language communications and agree that the English-language version of all communications will be binding. The section headings and descriptions in this Agreement are for convenience only and do not in any way limit or define your or our rights or obligations in this Agreement. As used in this Agreement, the term "including" means "including, but not limited to."

Assignment: We may at any time and without notifying you, sell, transfer or otherwise assign your Account or any Account balances to any party at any time. You may not assign or transfer your Account or any of your rights and obligations under this Agreement. Any such assignment or transfer by you will be void.

Change of Terms: We may change the terms of this Agreement at any time, including any additions or deletions to the terms in this Agreement. These changes may apply to existing and future balances on your Account as of the effective date of the change to the extent permitted under applicable law. We will give you advance written notice of any change and a right to reject the change if required by law. We may require you to close your Account or take other actions if you reject the changes. Any change to any term of this Agreement will not excuse your obligation to pay all amounts owed under this Agreement.

Special Offers: At our option, we may make a special offer to you at any time. A special offer may apply for a limited period of time and may be extended to certain cardholders based on criteria that we may determine at our sole discretion. Each special offer will be governed by the terms of that offer and this Agreement. We will provide you the terms applicable to a special offer at the time we offer it to you. Special offer terms may temporarily modify certain terms of this Agreement for qualifying payments or transactions. All other terms of this Agreement remain unchanged. Any such special offer will not limit or affect any of our rights we have under this Agreement or applicable law.

Suspension/Revocation/Cancellation: Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card, or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any such actions on our part will not affect your obligation to pay us the outstanding balance, interest 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 the Card or return the Card to us at our request. If a merchant that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use a Card after it has expired or after it has been revoked or cancelled. You may cancel your Account at any time. If you ask us to cancel your Account but we believe you have continued to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account.

Severability: Subject to the Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Bankruptcy: You promise that you are not a debtor under any proceeding in bankruptcy, have not consulted a bankruptcy attorney in the past six (6) months and have no current intention of filing a petition for relief under the United States Bankruptcy Code. All bankruptcy notices and related correspondence to us must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

Events Outside of Our Control: We do not guarantee that you will always be able to make Purchases with your Card or your Card will always be accepted when you attempt to use it. We are not responsible and will not be liable for any Card or other failures resulting from events outside of our reasonable control.

Communications: To the extent permitted by applicable law, you agree that we have your express written permission and consent authorizing us and Zable, our respective affiliates, servicer, agents, assigns, marketing associates and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Agreement or your Account, including information about upcoming Payment Due Dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers, email addresses, or mailing addresses you supply to any of the Messaging Parties or that we obtain through any legal means. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cellphone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at **877-659-2253** or by sending a request by email to creditcard@zablecard.com with the subject line "END COMMUNICATIONS.". To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you. To stop certain emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

Credit Reports: You understand and agree that we may obtain a consumer credit report in connection with your request for credit and in connection with any updates, renewals or extensions of any credit as a result of your request. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You understand and agree that we may obtain a consumer credit report in connection with the review or collection of any transaction on your Account or for other legitimate purposes related to such transactions. California Residents: you agree to waive your right to keep confidential your residence address and other information under

Section 1808.21 of the California Vehicle Code, including public record information under the California Consumer Credit Reporting Agencies Act, CA Civ. Code 1785.18 and the Federal Fair Credit Reporting Act.

Information Reporting: We may report information about your Account to other creditors, other financial institutions and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.

Inaccurate Information: You have the right to dispute the accuracy of information we have reported. If you think any information about your Account that we have reported to a credit bureau is incorrect, you can notify us by calling us at 877-659-2253 or writing to us at the Notice Address provided above, Attn: Credit Reporting. Include your name, address, Account number, 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 will let you know if we agree or disagree with you. If we agree with you, we will contact the consumer reporting agency we reported to and request a correction.

Notices and Change in Information: You must send any notices to us care of Zendable Cards, LLC, 413 W 14th St, Spaces Suite 208, NY 10014, Attn: Notice ("Notice Address"). To the extent permitted under applicable law, any notice you send us will not be effective until we receive it and have had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your mailing address or your email address if you have authorized electronic communications, in each case as it appears on our records. You must notify us of any changes to your name, mailing or email address, cell phone or home telephone number within 15 days of such change. You can notify us by calling us toll-free at 877-659-2253 or by writing to us care of Zable at the Notice Address provided above, Attn: Change of Info. All bankruptcy notices and related correspondence to us may be sent to us care of Zable at the Notice Address provided above, Attn: Bankruptcy Notice.

Identity Theft: If you believe that you have been the victim of identity theft in connection with your Account, contact us at 877-659-2253 or creditcard@zablecard.com to request an Identity Theft Affidavit. You should send us a police report or written statement in the form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive your documentation, we will cease debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations described in the Billing Rights Notice below and sent you a written notice describing the basis for our determination.

Lost or Stolen Card: You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission. You agree to assist us in determining the facts, circumstances and other pertinent information related 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, including the filing of one or more reports with the appropriate law enforcement authorities. Subject to applicable law, you acknowledge and agree that we may terminate our investigation if you fail to provide us with any such assistance or to comply with such procedures, and we otherwise have no knowledge of facts confirming the unauthorized use of your Card or Account. In such circumstances, we will deem any such use as having been authorized by you and you will be liable for the amount of any transactions plus interest charges and fees incurred with any such use.

Military Lending Act: Federal law provides important protections to members of the Armed Forces and their dependents (together "Covered Borrowers") relating to extensions of consumer credit. In general, the cost of consumer credit to a Covered Borrower may not exceed an APR of 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 bona fide and participation fees for a credit card account). Members of the Armed Forces and their dependents may hear important disclosures and payment information about this Agreement and additional information about whether these protections apply to

them by calling this toll-free number: 1 866-333-6552

Governing Law: Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles.

Inadvertent Overcharges: 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.

Collection Proceedings: To the extent permitted by applicable law, you agree that, in any collection proceeding by us, our servicer, or a direct or indirect purchaser of your indebtedness to us, unless you provide affirmative evidence, sufficient to the finder of fact, that our business records are incorrect, the records we maintain in the ordinary course of business, including monthly statements and/or summaries of information in our computer records, certified by any custodian of our records as accurate reflections of statements or information in our business records, provide adequate proof of the amounts due hereunder.

Headings: The section captions 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 PROMPTLY REJECT IT, 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. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with your Account or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining an Account with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled using the following procedures: YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. In addition, your agreement to arbitrate and waive trial by jury shall be applicable to parties acting on our behalf, including agents or independent contractors who collect your account on our behalf or purchase your account. 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 care of Zendable Cards, LLC, 413 W 14th St, Spaces Suite 208, NY 10014, Attn: Arbitration. 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 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 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: All arbitrators will be required to be practicing attorneys or retired judges and will be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute. 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.

In California: If an action or proceeding is initiated before any court in California and neither you nor we request that the dispute be submitted to arbitration, then, upon motion by either you or us, the dispute shall be heard by an active attorney or a retired judge selected by the American Arbitration Association (AAA) who is then appointed by the court in which the action commenced, according to the reference provision of the California Code of Civil Procedure, Section 638 et seq. This reference process is not subject to a trial by jury; the trial is conducted before the active attorney or retired judge under California law.

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: (1) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (2) the bankruptcy of any party; and (3) 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 us care of Zendable Cards, LLC, 413 W 14th St, Spaces Suite 208, NY 10014, Attn: Arbitration Rejection Notice, within thirty (30) calendar days after your Account is *opened*. Any rejection notice must include your name, address, email address, telephone number and Account number. This is the only manner you can reject this section. If you do that, only a court may be used to resolve any Claim. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.

STATE NOTICES

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

Arizona: Zable LLC does business in Arizona under the trade name Zable Card Services LLC.

California: A married applicant may apply for a separate account. After approval, each applicant shall have the right to use this account to the extent of the credit limit set by the creditor and each applicant may be liable for the amount extended under this account to any joint applicant. As required by law, you are hereby notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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

Ohio: 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.

Wisconsin: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse is also a Wisconsin resident. Please provide this information to us care of Zendable Cards, LLC, 413 W 14th St, Spaces Suite 208, NY 10014.

YOUR CARDHOLDER AGREEMENT INCLUDES AN ARBITRATION AGREEMENT. PLEASE SEE BELOW FOR DETAILS.

YOUR BILLING RIGHTS

By: Continental Bank

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, write to us care of: Zendable Cards, LLC, 413 W 14th St, Spaces Suite 208, NY 10014, Attn: Billing Dispute.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 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 Letter.

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

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

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

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

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

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees.

We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 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. (Note: Neither of these are necessary if your purchase was based on an advertisement we made to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM do not qualify.
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 in writing care of: Zendable Cards, LLC, 413 W 14th St, Spaces Suite 208, NY 10014.

While we investigate, the same rules apply to the disputed amount as discussed above under the section entitled "While we investigate whether or not there has been an error." 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.