

Sable Money, Inc.

TRUTH IN LENDING

Creditor:	Evolve Bank & Trust 6070 Poplar Avenue, Suite 200 Memphis, TN 38119
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Annual percentage rate (“APR”): The cost of your credit as a yearly rate. The rate shall apply to your outstanding balance once you miss your Cycle Payment. This is a fixed rate loan	9.99%
Finance charge:	You will only be charged the Annual Percentage Rate applied to your outstanding balance not paid on each Cycle Payment Date. Interests are accrued daily from the date the credit was used by you until the date you make the payment.
Line of Credit (“Maximum Credit Limit”): The maximum amount of credit available to you at any time.	This will be equal to your secured deposit amount
Minimum Interest Charge/Minimum Charge	This is a fixed rate loan, so the interest rate will remain constant.
For Credit Tips from the Consumer Financial Protection Bureau	https://www.consumerfinance.gov/

APR for Balance Transfers APR for Cash Advances Penalty APR and When it Applies	Not Applicable
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<p>Fees or Charges:</p>	<p>There will be no additional charges to your line of credit.</p> <p>This means that you will not be charged:</p> <ul style="list-style-type: none"> • Transaction Fees <ul style="list-style-type: none"> ○ Balance Transfer ○ Cash Advance ○ Foreign Transaction • Penalty Fees <ul style="list-style-type: none"> ○ Late Payment ○ Over-the-Credit Limit ○ Returned Payment • Other Fees <ul style="list-style-type: none"> ○ Not Applicable
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<p>Statement Cycle:</p>	<p>All cycles run from the first day to the last day of each month.</p>
<p>Amounts of Each Cycle Payment:</p>	<p>The amount of credit used in each cycle.</p>
<p>Cycle Payments Date every:</p>	<p>28th day after the end of each cycle.</p>
<p>Statements:</p>	<p>You will receive your Periodic Statement on the 7th day after the end of each statement cycle.</p>

<p>How to Avoid Paying Interest</p>	<p>There is a 21-days grace period between the Periodic Statement and the Cycle Payment Date in which interest does not accrue on credit extended.</p>
<p>How the Balance is Calculated:</p>	<p>Each time you withdraw from your Line of Credit, it will be decreased by such amount. If you make a payment, such amount shall be added to your Line of Credit, net any due interest.</p>

Late payments:	If you miss a payment, you will be charged the APR defined above from the date of the usage of the credit until the date of the payment.
Prepayment:	If you pay off early, you will not have to pay a penalty and the amount paid will be restored to your line of credit balance and will be available for future usage.

Your actual finance charge will depend on your payments' regularity. Your annual percentage rate shall apply to the outstanding balance in your credit account that is not paid in the Cycle Payment Date.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment of funds.

CONSUMER LINE OF CREDIT AGREEMENT

This Consumer Line of Credit Agreement (the "**Agreement**") is by and between you ("**you**," "**your**" or "**Borrower**") and Evolve Bank & Trust, an Arkansas banking corporation (the "**Bank**," "**we**," "**our**," and "**us**"), and governs the process by which you may make a loan request to Bank through Sable Money Inc., the program partner responsible for managing your credit account and facilitating the loan application ("**Platform**"), using the Website (as defined below), and governs the loan made pursuant to such a request.

You may submit a request for a line of credit through the Platform's website (the "**Website**") by visiting <https://www.sablecard.com/> or by using the Platform mobile banking application (the "**Mobile App**"), if applicable. If you make a line of credit request, and if that request results in a line of credit that is approved and issued by us, then your line of credit will be governed by the terms of this Agreement and the attached Exhibit A (Promissory Note). This Agreement will remain in effect for the applicable line of credit.

BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU HAVE AGREED TO THE TO THE TERMS AND CONDITIONS HEREIN.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Line of Credit Requests. Under this Agreement, you may request from us through the Website a revolving loan (the "**Line of Credit**"). Provided we agree to lend you funds requested, you hereby agree to accept the Line of Credit from us and to timely repay Line of Credit as required by the terms of this Agreement, including Exhibit A, and all other agreements or disclosures provided to you during the loan process.
2. Line of Credit Terms. Upon approval of your loan request, under your Line of Credit, Bank will make available to you the Line of Credit.
3. Credit Decisions. If you make a Line of Credit request, you must fully complete the application on the Website. You are not required to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying a loan. You agree and acknowledge that we may verify any information you submit either by asking for true and complete copies of necessary documentation, by information provided through a third party, or by other proof. Additionally, by proceeding with the application, you consent to our use of any information provided by you or provided through any third party, for any lawful purpose, including but not limited to identity verification, fraud prevention and credit underwriting. Failure to timely provide information can result in your loan application being incomplete and closed by us. Furthermore, we may terminate consideration of your application at any time in our sole discretion.
- 3.1. You authorize us or our agents to obtain credit reports from one or more consumer credit reporting agencies in connection with an application for an extension of credit or at any other time in our sole discretion during the term of your Line of Credit. We may use the credit reports for any lawful purpose, including but not limited to (i) for authentication purposes, to make sure you are who you say you are; (ii) to make credit decisions; (iii) for internal modeling and analysis purposes; (iv) to administer the sale of your Line of Credit; (v) to obtain and display information and characteristics from your credit report to potential purchasers of your loan; and (vi) to market products or services to you.

4. Termination of Line of Credit. You may terminate your Line of Credit any time prior to your use of the Line of Credit. If you use the Line of Credit, you may terminate it after you have made all the payments for the credit used, including principal and applicable interests.
5. Credit Account.
 - 5.1. Establishment. Bank shall establish a credit account in your name upon approval of your Line of Credit request pursuant to this Agreement (the “Account”) from which you may make withdrawals up to the Maximum Credit Balance under the Line of Credit.
 - 5.2. Credit Account. You may withdraw the Line of Credit by transferring the proceeds by ACH to an account held at Bank or a separate financial institution or by debit card linked to your demand deposit account with Bank. If you are transferring funds to an account held at a separate financial institution, Bank will verify your bank account set up for the ACH payments. If, for any reason, Bank is unable to verify your account, this Agreement shall be terminated immediately, and Bank will not disburse the Advance. In the case you wish to use your debit card, you shall make an electronic transfer of the amount desired from your Account to your demand deposit account. You agree to hold Bank and Platform harmless for any alleged or actual loss, claim, fee or other damage or expense you may suffer related to the failure of an account to receive such proceeds if such failure was the result (directly or indirectly) of any error in any information provided by you to Bank. You acknowledge that neither Bank nor Platform has any obligation to confirm or investigate the accuracy or completeness of the information you have provided.
 - 5.3. Reporting to User (Statements). An account statement will be made available to you on Sable Money Inc.’s Website or Mobile App monthly, unless we specify to you another interval period when you open your account or thereafter (“**Periodic Statements**”). The Periodic Statement will include the amount due under the Line of Credit and the due date on which payment is due for any Advance. Each Periodic Statement will include the immediately preceding month’s Advance(s). Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Bank shall not be liable to you for any error not reported to Bank within that period of sixty (60) days.
6. Representations and Warranties.
 - 6.1. You expressly represent and warrant that you:
 1. are a US citizen, permanent resident or non-permanent resident alien in the United States on a valid long-term visa and are 18 years of age or older;
 2. will not, in connection with your Line of Credit request: (i) make any false, misleading or deceptive statements or omissions of fact in your application, including but not limited to your loan purpose description; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; (v) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board; (vi) use any of the loan proceeds to fund any illegal activity or any other activity or use not otherwise allowed under this Agreement or the Site; (vii) use any of the loan proceeds for the purpose of purchasing or carrying any securities; or (viii) use the Website to request or obtain a loan for someone other than yourself;
 3. are not subject to any litigation that would materially impact your ability to repay any amount due herein, including, but not limited to, any bankruptcy or insolvency proceeding.

- 6.2. You further acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. To the extent that we determine, in our sole discretion, that your loan request violates this Agreement, or any other agreement entered into with us or Sable Money Inc, we may terminate your Agreement.
- 6.3. Each representation, warranty and covenant shall be made by Borrower as of the date of this Agreement and as of the date of any renewal, extension or modification of the Line of Credit.
- 6.4. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- 6.5. For the avoidance of doubt, this Section 5 shall apply to the Promissory Note.
7. JURY WAIVER. YOU AND WE AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
8. TCPA Consent. You expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to this Agreement, your line of credit and/or account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), or an automatic texting system to your electronic mail address. You agree to promptly alert us whenever you stop using a particular telephone number or electronic mail address.
9. Assignment. We may assign this Agreement, Promissory Note, or any of our rights under this Agreement or the Promissory Note, in whole or in part at any time. You further understand, acknowledge and agree that Bank or another third party may further sell, assign or transfer your Promissory Note and all associated documents and information related to the and the Promissory Note without your consent or notice to you (subject to the registration requirement below). You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this Section 8 shall be null and void.
10. Mandatory Arbitration. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY, AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION, AS PROVIDED IN PARAGRAPH H BELOW.
- 10.1. For purposes of this provision, "you" and "your" mean the individual entering into this Agreement, as well as any person claiming through such individual; "we" and "us" mean Bank and Platform and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them; and "Claim" means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to this Agreement or the relationship between us and you (including claims arising prior to or after the date of the Agreement, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class), and includes claims that are brought as counterclaims, cross claims, third party claims or otherwise, as well as disputes about the validity or enforceability of this Agreement or the validity or enforceability of this Section 5.

- 10.2. Any Claim shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Shelby County, Tennessee.
- 10.3. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.
- 10.4. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.
- 10.5. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 10.6. Notwithstanding the foregoing, Bank may elect to bring an action in small claims court in cases when the jurisdiction of a small claims court would apply.
- 10.7. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person's claims. The arbitrator shall have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph shall be determined exclusively by a court, and not by the administrator or any arbitrator.
- 10.8. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Loan Agreement and Promissory Note, or any amounts owed on your loan under this Agreement, to any other person or entity; or iv) termination of the loan under this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.
- 10.9. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, SEND AN EMAIL TO HELP@SYNAPSEFI.COM TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.
- 10.10. For the avoidance of doubt, this Section shall apply to the Loan Agreement and Promissory Note.
11. Termination. We may terminate this Agreement and your ability to make Advances withdrawals at any time. If you committed fraud or made a misrepresentation in connection with your registration on the Website or any application or request for the line of credit, performed any prohibited activity, or otherwise failed to abide by the terms of this Agreement, we will have all remedies authorized or permitted by this Agreement and applicable law. In the event we terminate this Agreement, you must pay all amounts due under the Promissory Note in accordance with the terms set forth in the Promissory Note. In addition, the following provisions survive termination: 5 (Mandatory Arbitration), 6 (Jury Waiver), 12 (Limitation of Liability), and 18 (Confidentiality and Sharing Your Information).
12. Entire Agreement. This Agreement represent the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your loan request and loan.

13. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.
15. Choice of Law. This Agreement shall be governed by the laws of the State of Tennessee to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.
16. Customer Service. For customer service or additional, please contact us at:

Call us at +1(415)993-4301

Email us at help@synapsefi.com
17. Telephone Monitoring/Recording. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable.
18. Business Days. Our business days are Monday through Friday, excluding federal holidays.
19. Miscellaneous. The parties acknowledge that there are no third-party beneficiaries to this Agreement (other than Platform). Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.
20. Confidentiality and Sharing Your Information. We may disclose information to Platform and other third parties about your Account or the transactions you make:
 - 20.1. Where it is necessary for completing transactions contemplated herein;
 - 20.2. In order to verify the existence and condition of your loan and any associated account for a third party;
 - 20.3. In order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements;
 - 20.4. If you consent by giving us your written permission;
 - 20.5. To our employees, auditors, affiliates, service providers, or attorneys as we deem to be necessary; or
 - 20.6. Otherwise as necessary to fulfill our obligations under this Agreement or as detailed in our Privacy Policy.
21. Privacy Policy. Our Privacy Policy is available at [EVOLVE'S PRIVACY NOTICE] and is considered part of this Agreement.
22. Exhibit A. Exhibit A is attached to and incorporated into this Agreement.

23. Default. You may be deemed in default (each, an “Event of Default”) of your obligations under this Agreement (and the Promissory Note) if you: (1) fail to pay timely any amount due under the Line of Credit or this Agreement (including the Promissory Note) for at least three (3) consecutive months; (2) file or have instituted against it any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) commit fraud or makes any material misrepresentation in this Agreement or the Promissory Note, or in any other documents, applications or related materials delivered to Bank or Platform in connection with its Line of Credit; (4) fail to abide by the terms of the Promissory Note or the Agreement or (5) breach any warranty or representation made under this Agreement or provide untrue or false statements or information in connection with the Line of Credit, Advance or this Agreement. Upon the occurrence of an Event of Default, Bank may exercise all remedies available under applicable law and the Promissory Note, including without limitation demand that you immediately pay all amounts owed under the Promissory Note. As permitted by applicable law, Bank may, at any time after the occurrence of an event of default, without prior notice or demand, set-off any amount unpaid under this Agreement against any deposit balances you may at any time have with Bank. The fact that Bank may not demand payment of the full amount owed in connection with an Advance or under the Line of Credit immediately upon the occurrence of an event of default does not constitute a waiver of the default or of Bank’s rights to require immediate payment or exercise other remedies for any Event of Default.
- 23.1. Bank will report information about your account to credit bureaus. Late payments, missed payments, or other defaults on an account may be reflected in your credit report. You agree to pay all costs of collecting any delinquent payments, including reasonable attorneys’ fees, as permitted by applicable law.
- You agree that you shall reimburse all of Bank’s expenses relating to Bank’s collection of the payments after an event of default, including attorney’s fees and legal expenses.
24. E-Sign. To the fullest extent permitted by law, this Agreement, including the Promissory Note, notices, statements and other communications (collectively, “Communications”) from us to you regarding your loan(s) and related services with us may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the Platform Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be “in writing,” and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.
- 24.1. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the Platform Website and/or Mobile App or to obtain or maintain Platform account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your Platform account(s) and related services, to the extent permitted by law.
- 24.2. Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make Communications available to User. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the Platform Website and/or Mobile App. However, we retain printable versions of your account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give Platform notice of any change of your postal or email address. Any account owner or authorized signer of a joint account may change the mailing address for your account. Notice to any account owner shall constitute notice to all joint Account owners in a joint account.

Promissory Note

1. LINE OF CREDIT TERMS.

- 1.1. **Promise to Pay.** Bank agrees to make it available to you the Line of Credit with a Maximum Credit Balance that is equal to your secured deposit, to be used by you, per your request. Each time you withdraw the Advance from your Account, the balance of available credit under the Line of Credit will decrease by the Advance amount; however, if you make a payment on amounts owed in connection with an Advance under the Line of Credit, an amount equal to the payment shall be added to your available credit balance, net any interest or fees, provided the credit balance shall never exceed the Maximum Credit Balance. In return for funds you received in connection with each Advance under the Line of Credit, you promise to repay the Advance amount, together with interest thereon, as specified herein and as reflected on your Periodic Statement. You understand that reference to Bank in this Promissory Note (the “**Note**”) shall include any person to whom Bank transfers this Note.
- 1.2. **Payment.** You agree to pay each Advance and interest as reflected on your monthly Periodic Statement by the 28th day of the month following the Periodic Statement (“**Cycle Payment Date**”). If the 28th day of the month is a Federal holiday or Saturday or Sunday, payment is due the immediately following business day. All partial or full payments shall be applied proportionally to the interest accrued and principal. However, if you are delinquent, the application of your payments may change. The interest rate set forth herein will be assessed against any unpaid balance following the Cycle Payment Date until such balance, interest and any late charges or other fees are paid in full. Payments must be made in U.S. dollars using either debit card or ACH. Bank may reject non-conforming payments and any overpayments. If you elect to make payments by automatic withdrawal, you have the right to stop payment of these automatic withdrawals or revoke prior authorization for automatic withdrawals by notifying Bank and Platform of the exercise of its right to stop a payment or revoke authorization for automatic withdrawals no less than three (3) banking days before your next payment due date.
- 1.3. **Interest.** Interest charges will correspond to an annual percentage rate of 9.99% on any unpaid but due amount and will accrue daily against the outstanding balance, on the basis of a 365-day year. The interest rate you will pay will be the rate you will pay both before and after any default. All parties intend to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, you and Bank stipulate and agree that none of the terms and provisions contained in herein shall ever be construed to create a contract to pay for the use, forbearance or detention of money or interest in excess of the maximum amount of interest (including all charges and fees) permitted to be charged by applicable law, from time to time. If a law that applies to the Advance and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you that exceeded permitted limits will be refunded to you. Bank may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to you.
- 1.3.1. **Grace Period.** If you pay all amounts owed, as reflected on your Periodic Statement, by the applicable Cycle Payment Date, you will not pay interests on the Advance used during the applicable Periodic Statement cycle. However, if you do not remit to Bank the full amount owed, as reflected on your Periodic Statement, by the applicable Cycle Payment Date, the annual percentage rate above shall be accrued daily on the unpaid balance from the date that you withdraw the Advance proceeds until the date Bank receives full payment. Any payments to the credit account shall be applied first to the unpaid amount you first withdrew and respective interest.
- 1.4. **Term.** Bank agrees to make available the Line of Credit for the length of this Agreement; provided, however, Bank may terminate any credit made available herein without notice to you at any time in its sole discretion. In

the event this Agreement or this Line of Credit is terminated, you are responsible to pay all amounts due hereunder immediately upon termination.

- 1.5. **Unsecured Agreement.** This Note is not secured by any security interest in, lien on, or pledge of, collateral provided by You. This does not, however, affect, negate, or disclaim Bank's right of set-off in the event of a default under this Agreement.
- 1.6. **Use of Funds.** You certify that the proceeds of an Advance will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity, or to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board.
- 1.7. **Payment Methods.** All payments on this Note are to be made in immediately available lawful money of the United States. You may make Loan payments either by check, or you may authorize Bank to debit your designated account by ACH transfer each month or by debiting your designated debit card. The debit amount may be a range of payments, which would include your monthly principal and interest, and fees, if any.
 - 1.7.1. Automatic Withdrawals Payments. If you elect to make payments by automatic withdrawal (ACH or debit card), you have the right to stop payment of these automatic withdrawals or revoke prior authorization for automatic withdrawals by notifying Bank and Sable Money Inc. of the exercise of its right to stop a payment or revoke authorization for automatic withdrawals no less than three (3) banking days before your next payment due date.
 - 1.7.2. Checks Payments. If you elect to make payments by check, you must send the check either by regular mail or by overnight mail or UPS delivery to Synapse Financial Technologies, Inc., PO BOX 636, 150 Sutter Street, San Francisco, CA 94104-9991.
 - 1.7.3. Obligation to Pay. Your payment method and any necessary authorization does not affect your obligation to pay when due all amounts payable on the Note, whether or not there are sufficient funds in the applicable deposit account. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff Bank may have.
- 1.8. **Statements.** Statements will be made available to you on Sable Money Inc. Website or Mobile App every 7th day after the end of each cycle. Each statement cycle will correspond to a monthly interval, starting on the first day of each calendar month and ending on the last day of such calendar month. The statement shall inform the amount to be paid in the Cycle Payment Date, which shall correspond to the difference between the credit used, including any outstanding balance from previous months, and the payments made by Borrower.
 - 1.8.1. Electronic Statements. Electronic statements are available to view and print on the Website or Mobile App (if available). Account statements are considered to be correct. Bank shall not be liable to User for any error not reported to Bank within that period of sixty (60) days.
 - 1.8.2. In your communication to report error, you should provide the following information:
 - 1.8.2.1. Account information: Your name and account number;
 - 1.8.2.2. Dollar amount: The dollar amount of the suspected error
 - 1.8.2.3. 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.
 - 1.8.3. When we receive your communication, we will:

- 1.8.3.1. 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.
- 1.8.3.2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
- 1.8.4. While we investigate whether or not there has been an error:
 - 1.8.4.1. We cannot try to collect the amount in question or report you as delinquent on that amount.
 - 1.8.4.2. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - 1.8.4.3. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - 1.8.4.4. We can apply any unpaid amount against your credit limit.
- 1.8.5. After we finish our investigation, one of two things will happen:
 - 1.8.5.1. 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.
 - 1.8.5.2. 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.
- 1.8.6. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
- 1.8.7. If we do not follow all of the rules above, and you notified us on time, you do not have to pay the first \$50 of the amount you question even if your bill is correct.
- 1.9. **Default.** You may be deemed in default (each, an “Event of Default”) of your obligations under this Promissory Note if you: (1) fail to pay timely any amount due under the Line of Credit for at least three (3) consecutive months; (2) file or have instituted against it any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) commit fraud or makes any material misrepresentation in this Promissory Note, or in any other documents, applications or related materials delivered to Bank or Platform in connection with its Line of Credit; (4) fail to abide by the terms of the Promissory Note or (5) breach any warranty or representation made under this Agreement or provide untrue or false statements or information in connection with the Line of Credit, Advance or this Agreement. Upon the occurrence of an Event of Default, Bank may exercise all remedies available under applicable law and the Promissory Note, including without limitation demand that you immediately pay all amounts owed under the Promissory Note. As permitted by applicable law, Bank may, at any time after the occurrence of an event of default, without prior notice or demand, set-off any amount unpaid under this Agreement against any deposit balances you may at any time have with Bank. The fact that Bank may not demand payment of the full amount owed in connection with an Advance or under the Line of Credit immediately upon the occurrence of an event of default does not constitute a waiver of the default or of Bank’s rights to require immediate payment or exercise other remedies for any Event of Default.

2. **MISCELLANEOUS.**

- 2.1. Bank may, without notice to you, assign all of its right, title and interest in this Note to any other third party, and you further understand, acknowledge and agree that any assignee may sell, assign or transfer the Note and all associated documents and information related to the Note without your consent or delivery of notice. You may not assign this Note without the prior written consent of Bank. This Note inures to the successors, permitted assigns, heirs and representatives of you and Bank.
- 2.2. You hereby waive demand, notice of non-payment, protest, and all other notices or demands whatsoever, and hereby consents that without notice to and without releasing the liability of any party, the obligations evidenced by this Note may from time to time, in whole or part, be renewed, extended, modified, accelerated, compromised, settled or released by Bank.
- 2.3. Any changes to this Note must be in writing signed by you and Bank. Notices will be provided electronically to your account, unless you have opted out of electronic delivery and then will be mailed to the addresses then on record.
- 2.4. E-Sign. This Note is fully subject to your consent to electronic transactions and disclosures, which consent is set forth in the Agreement.
- 2.5. For the avoidance of doubt, this Note is subject to all provisions of the Agreement, including the arbitration provisions of the Agreement between Bank and you, which are incorporated by reference into this Note. In the event of a conflict between a provision in the Note and any provision incorporated by reference, the provision in the Note controls.
3. **CONTROLLING LAW.** The provisions of this Note will be governed by federal laws and the laws of the State of Tennessee to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.
4. **MILITARY LENDING ACT COVERED BORROWERS.**
 - 4.1. 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 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold 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).
 - 4.2. To obtain oral information regarding the Military Annual Percentage Rate and a description of the payment obligation, Covered Borrowers may call the following toll-free number +1 833-583-8383.
5. **STATE LAW NOTICES.**
 - 5.1. **CALIFORNIA RESIDENTS ONLY:** A married applicant may apply for a separate account. If Lender takes any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.
 - 5.2. **CALIFORNIA AND UTAH RESIDENTS:** As required by California and Utah law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

- 5.3. **KANSAS: NOTICE TO CONSUMER:** 1. Do not sign this Consumer Line of Credit Agreement before you read it. 2. You are entitled to a copy of this Consumer Line of Credit Agreement. 3. You may prepay the unpaid balance at any time without penalty.
- 5.4. **MARYLAND RESIDENTS ONLY:** Lender elects to make this line of credit pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with Lender's authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.
- 5.5. **MASSACHUSETTS RESIDENTS ONLY:** Massachusetts law prohibits discrimination based upon marital status or sexual orientation.
- 5.6. **MISSOURI AND NEBRASKA RESIDENTS:** ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE LENDER AND ANY HOLDER OF THIS CONSUMER LOAN AGREEMENT FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.
- 5.7. **NEW JERSEY RESIDENTS:** The section headings of the Consumer Loan Agreement are a table of contents and not contract terms. Portions of this Consumer Loan Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Consumer Loan Agreement, actions or practices (i) by which Lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.
- 5.8. **NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower 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. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.
- 5.9. **OHIO RESIDENTS ONLY:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.
- 5.10. **WASHINGTON RESIDENTS ONLY:** Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.
- 5.11. **WISCONSIN RESIDENTS ONLY:** For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge

of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.