

Sable Account Agreement Terms and Conditions

Welcome to Sable!

This Account Agreement is effective July 26th, 2019

IMPORTANT – *Please read carefully and retain this Account Agreement for your records.*

Your account(s) is issued and operated by Sable. If you have any questions about this notice, please contact us at +1 833-583-8383.

Terms and Conditions/Definitions

This Account Agreement (the “Agreement”) contains the rules that govern, where appropriate, your account(s) and card(s) with Sable (the “Sable,” “we,” or “us”).

The funds in your account(s) with Sable are administered and held by Evolve Bank and Trust Group (“Evolve” or “Bank”), who is also the issuer of your Sable card. Evolve Bank and Trust is an FDIC insured, equal opportunity lender. You may view their [Privacy Policy](#) at any time.

The words “you” and “your” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

An “owner” is one who has the power to deal with an account in his, her or its own name.

An “agent,” in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, attorneys-in-fact, and convenience signers are examples of agents.

“Personal accounts” are accounts in the names of natural persons (individuals). They are to be distinguished from “non-personal accounts” which are accounts in the name of corporations, partnerships, trusts and other entities.

“Deposit Account” means any non interest bearing account opened with Sable.

“Card” means the Sable Mastercard debit card which is issued by Evolve Bank and Trust in the name of the Cardholder for carrying out of all Card Transactions from an account held

with Sable, as provided for in these Account Agreement Terms and Conditions.

“Cardholder” means the person in whose name an Account has been opened and in whose name a Card is issued

“Card Transactions” means any payment made for goods or services, cash withdrawals from a bank or financial institution (including ATM withdrawals) or transfer of funds made through the use of the Card or the Card number

“Financial Service” means a Deposit Account, overdraft credit account, Bill Payment service, Funds Transfer service, or any other financial product or service available through Sable.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Consent to Terms and Conditions and Modifications

By enrolling in services or applying for an account with Sable, you agree to be bound by the terms and conditions of the account and [any fees](#) that may be imposed. The terms and conditions of your account include this Agreement, any disclosures we give you when you open your account, subsequent disclosures we provide when using additional products and services, periodic statements, user guides, our Privacy Policy, and any other disclosure or terms we provide to you. Continued use of your account means you agree to these terms, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your account balance or any linked external accounts.

Modifications

We may amend or change any terms of this Agreement or any account disclosures and documents provided to you. Notice of the amendment or change will be provided to you as required under applicable law.

If at any time the terms, conditions or fees associated with your account are not acceptable to you, you may terminate this Agreement by closing your account after paying any fees or charges owed to us. We may cancel or suspend your account, debit card, or other account services or this Agreement at any time.

Business Days

For purposes of these disclosures, our business days are Monday through Friday, unless stated otherwise. Federal holidays are not included.

Waivers And Precedents

Any waiver by Sable must be approved by an authorized representative of Sable or the Bank. If a waiver is approved by us, we are not obligated to provide similar waivers in the future.

Identification Notice (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

This means that when you open an account or use our services, we may ask for your name, address, date of birth, social security number and other information that will allow us to identify you. We may also ask to see other identifying documents such as visa, passport, driver's license, marriage license, birth certificate or other documents that validate your identity.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

If, for any reason, any owner is unable to provide the information necessary to verify their identity, your account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

You are responsible for the accuracy and completeness of all information supplied to us in connection with your account and/or account services and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

General Terms and Conditions

Who Can Use the Services

Only individuals 18 or older who can form a legally binding contract can use our Services. We may impose other restrictions as well.

Personal Accounts

An account opened for personal use cannot be used for business purposes. If your personal account is identified as being used as a business account, business related transactions will be reversed, your account privileges will be suspended, and your account may be closed if business related activities continue.

Evolve Bank and Trust

We have partnered with Evolve Bank and Trust Group, an FDIC insured bank, to offer you certain banking Services. When you apply for a Sable account you will also be accepting Evolve Bank and Trust's privacy policy. You authorize us to share any of your information with Evolve Bank and Trust Group for the purposes of establishing and administering your Account. It is your responsibility to make sure data you provide us is accurate and complete.

Sable will provide you with any and all notifications as well as all customer support related to your Account.

Please contact us if you have any questions at help@sablecard.com

Account Balances

You agree to maintain a positive balance, and will not incur overdrafts. If you manage your account in such a way that it results in a negative balance or becomes overdrawn, you agree to rectify the matter by transferring sufficient funds from your linked external account or to ACH or Wire funds to pay the overdrawn balance. Your failure to bring your account to a positive balance could result in the temporary or permanent suspension of your Account and services. Further consequences may be enacted if you do not remedy the situation in a timely manner and may include: (1) the reporting of your negative balance to a reporting agency; (2) legal action; (3) pulling funds from the secured deposit to make a payment towards your credit line if 3 payments are missed and/or (4) charging you fees for the overdraft in accordance with our Schedule of Fees.

Confidentiality

We will disclose information about your account or the transactions you make to third parties:

- When it is necessary to complete transactions;
- To verify the existence and standing of your account with us upon the

- request of a third party, such as a credit bureau or merchant;
- In accordance with your written permission;
- In order to comply with court, governmental, or administrative agency summonses, subpoenas or orders; and
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Account Closing

If you wish to close your account with us, you agree to withdrawal all of the funds from your account and we may require you to notify us of this intention in writing. After an Account is closed, we have no obligation to accept deposits or pay outstanding items, but may do so at our discretion. You agree to hold us harmless for refusing to honor any item on a closed account. If funds remain in the account after you have notified us of your intent to close your account, we will require you to submit your request to us in writing and we will return any remaining funds. All related closing fees will be deducted from the final balance.

Foreign Activity

If you have frequent international transactions, you may be contacted about the international activity in your account and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your account activity. Your account may be closed.

Inactive and Dormant Accounts

We may consider a Deposit Account to be “inactive” after a period of no owner-initiated activity. After a period of “inactive” status, we may consider a Deposit Account to be “dormant”, at which time it will be closed.

If the account becomes inactive or dormant, the account will continue to be subject to service charges in accordance with our schedule of fees. If an account becomes inactive, we will notify you with specific instructions on how to restore the account to an active status without the need to make any transactions.

Death or Incompetence

You or your appointed party, designee, or appointed individual agree to notify us promptly if any agent or person with signatory rights on your account dies or becomes legally incompetent or incapacitated. We may continue to honor any items submitted until (a) we

know of the fact of death or of a legal determination of incompetence or incapacitation and (b) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of death of an agent or person with signatory rights, we may pay or items drawn on or before the date of death for up to 10 days after that date, unless ordered to stop payment by someone claiming an interest in the account. We may require additional documentation to confirm any claims made on the account.

Obtaining Social Security Number

The following applies to requirements supporting the submission of a Social Security number.

If you possess a social security number at the time you request a Sable account you must provide it.

If you are in the process of receiving a social security number at the time you request a Sable account you will be allowed to open an account but must provide your social security number to Sable when received.

If you do not have a social security number when you open a Sable account other identification will be required.

Levies, Garnishments, and Other Legal Processes

If your account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from your account, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we are not liable to you. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your account. We may charge these expenses to your account. Until we receive the appropriate court documents, we may continue to process transactions against your account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

Withdrawals From Accounts

General

Unless otherwise indicated by us, anyone who is listed as an account owner, or is assigned Power of Attorney privileges may withdraw or transfer all or any part of the account balance at any time on forms approved by us or with your debit card or other available

services.

We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any frequency or monetary limitations. Even if we honor a nonconforming request or allow a transaction or transaction(s) to overdraw your account, repeated abuse of the stated limitations, or regularly overdrawing your account, may force us to close the account. We will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

Deposits To Accounts:

All items deposited will be handled by us as agent for you. We reserve the right to reject a deposit if it is made payable to Sable or Evolve Bank and Trust and contains no other information that might assist us in identifying the account to which it should be deposited. We reserve the right to refuse any other type of deposit if we believe it is fraudulent, will not be paid, it is not made payable to you, or is otherwise suspicious in nature. We will not be held liable if such action causes outstanding items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to you.

Cash Deposits: We do not accept cash deposits. Please do not send cash deposits through the mail. In the event that a cash deposit is received for your Account, you agree that Sable's determination of the amount of the deposit will be final. We are not liable for any deposit, including cash, lost in the mail, lost in transit, or not received by us.

Direct Deposits

You may initiate direct deposits by providing your employer or government benefits administration with our Routing Number (084108957) and your Account Number, which can be found by logging in to the Sable App. If we deposit any amount into your account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from your account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

If a direct deposit posts to your account and is later found to be made payable to someone other than yourself or another account owner listed in our records, the amount of the deposit will be deducted from your account and returned to the originator without prior notice to you.

Mobile Deposits: For checks sent via mobile deposit, the check shall not be considered to have been received by us until we have received the valid electronic check image file. Limits to the number of mobile deposits permitted and the amount of funds that can be deposited are imposed for security reasons. For this purpose, we may not readily disclose those limits to you.

All deposits will be credited to your account in accordance with our Funds Availability Schedule, found in our [Schedule of Fees](#).

Evolve Bank and Trust may impose additional restrictions and limits in accordance with their Terms and Conditions.

Deposited Items Returned

If final payment is not received on any item you deposited to your account, or if any direct deposit, ACH deposit or Electronic Fund Transfer to your account is returned to us for any reason, you agree to pay us the amount of the return.

We may charge any account of which you are an owner, or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. We may charge a fee for returned deposited items in accordance with our [Schedule of Fees](#).

You authorize us to attempt collection of previously returned items that you deposited. In our attempts to collect these items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline. If an item you deposit is returned unpaid, you waive the requirement for notice of this return.

If a claim is made on any item subsequent to final payment on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your account until final determination of the claim. In addition, we will not be liable for a check, draft or other item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery.

Funds Availability

Funds Availability Policy

Information contained in this section is to assist you in understanding our Funds Availability Policy. The Bank does not accept in-person or mailed deposits.

General Policy

It is our policy to review each deposit and determine how the funds are being deposited. We make the funds available to you according to the deposit type and when the funds are applied to your account. Some deposit types may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your account, you may not withdraw those funds, and we will not use them to pay bills or other debits, such as ACH withdrawals or wire transfers, during the hold period.

We reserve the right to refuse any deposit. If final payment is not received on any item you deposited to your account, or if any direct deposit, ACH deposit or Electronic Fund Transfer to your account is returned to us for any reason, you agree to pay us the amount of the return, plus any fee in accordance with our [Schedule of Fees](#).

Availability

The length of delay in the availability of funds varies depending on the type of deposit. Special rules may apply to new accounts.

Business Days

The length of delay in the availability of funds is counted in business days from the day your deposit is applied to your account. Deposits received after 9:00 AM (PST) for same day and 4:00 PM (PST) for next business day.

Same-Day Availability

Funds from wire transfers, transfers between Sable accounts, preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your account.

Funds from Customer-initiated electronic payments or transfers will be applied to the account when Sable has verified the external account and received payment in collected funds. Once the funds are applied to your account, they will have same-day availability.

Second-Day Availability

Funds are available on the second business day after the day of deposit for:

- Checks drawn on a bank in the United States, including:
 - Personal Checks and
 - Business Checks

Longer Delays May Occur

Funds you deposit by check may be delayed for a longer time period under the following circumstances:

- You deposit checks totaling more than \$5,000 on any one day.
- We believe a check you deposit will not be paid.
- You redeposit a check that has previously been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

If you need to be sure when a particular deposit will be available for withdrawal, you can verify the availability of your deposit by viewing the transaction detail on your Sable mobile app.

Special Rules for New Accounts

Special rules apply during the first 30 days of any new account you open with Sable:

- Funds from wire transfers or ACH direct deposits will be available on the second business day after the deposit is applied to your account.

Electronic Fund Transfer (“EFTs”) Disclosures

We offer account services that may be considered “Electronic Fund Transfers,” including, but not limited to, ATM transactions through the Moneypass; ACH transactions, including, but not limited to, direct deposits and pre-authorized withdrawals; and online transfers. This disclosure (as required by Federal Regulation E: Electronic Fund Transfer Act) provides information that describes your rights and responsibilities regarding these services. The Electronic Fund Transfer services are services that we can provide, assuming that you specifically request and arrange them and qualify for the service.

Electronic Fund Transfer Disclosure Statement

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

A. Definitions: Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application. Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

B. Your Liability: Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Support message us immediately to

keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

Card Activation:

You must activate your Card in accordance with the instructions provided with your Card before it can be used. You will need to provide your personal and card information in order to verify your identity and activate your card. You must sign the signature strip on the back of the card as soon as it's received.

ATM and Debit Card Transactions:

Consistent with applicable law, you may use your debit card with your PIN to perform most routine transactions on the accounts that are accessible by your debit card, such as to:

- Make cash withdrawals
- Transfer funds among accounts linked to the same card
- Obtain your most recently available account balance
- Pay for purchases at places that have agreed to accept the card

Some of the above services may not be available at all ATMs or locations.

Authorized Card Users:

You are responsible for all authorized transactions initiated and fees incurred by use of your card. If you permit another person to have access to your card or card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each card according to the terms and conditions of this Agreement.

International ATM Transactions:

International transactions made using your debit card will be converted to U.S. currency according to the rules and regulations of the card network. The conversion of the currency to U.S. currency may occur on a date other than your original transaction date and fees may be assessed by these networks. You are responsible for the U.S. currency amount plus any

fees assessed for the currency conversion. Some services may not be available at international ATM terminals. International ATM transactions may be subject to a fee in accordance with our [Schedule of Fees](#).

ATM Deposits:

Your Sable debit card does not permit deposits at ATMs.

Debit Card Point-of-Sale Transactions: You may use your debit card to purchase goods and services and/or obtain cash where permitted by the merchant, from any merchant who accepts Mastercard®. The merchant may require your signature instead of your PIN to authorize the purchase request. You may also use your debit card with your PIN at any merchant location where ATM cards are accepted to purchase goods, services, and/or obtain cash where permitted by the merchant. The amount of all purchases, including any cash obtained, will be deducted from your checking account. When you make a purchase through the Card network, we may place a hold on the funds in your checking account in the amount that may be necessary to cover the amount of the transaction. (Please see Preauthorization Holds for additional information.)

Split Transactions

If you do not have sufficient funds in your account, you can instruct the merchant to charge a part of the purchase to the card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your card, the card transaction is likely to be declined.

Transactions Using Your Card Number

If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase, a Prefunded Check purchase or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.

Limitations on Frequency of Debit Card Transactions and Cash Withdrawal Limits

Frequency-of-use limitations are imposed on card transactions for security reasons and for the protection of your account. They are not disclosed for this reason and may be changed at any time. You will be denied the use of your card if:

- You exceed the daily ATM withdrawal or purchase limit;
- You do not have sufficient available funds in your account;
- You do not enter your correct PIN; or

- You exceed the limit on the number of times you can use your card each day.

The receipt provided by the ATM or merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted, beyond which the machine may retain your card. The number of attempts that will cause the retention of your card is also not disclosed for security reasons.

You may not withdraw more than \$500 cash at an ATM or during a POS purchase, or purchase more than \$5,000 worth of goods or services on any calendar day.

Preauthorization Holds: When your debit card or other network enhancement feature related to the card is used at a point-of-sale location to obtain goods or services or obtain cash, the merchant may attempt to obtain preauthorization from us for the transaction. We may place a hold on your account for the amount of the preauthorization request, up to 7 days, which may vary in some cases from the amount of the actual purchase, depending on the merchant's request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which will remain on the account until the end of the 7 day period. This hold may affect the availability of funds from your checking account to pay checks or for other Electronic Fund Transfers. We will not be responsible for damages for wrongful dishonor of any items that are not paid because of the hold.

Preauthorized (ACH) Debits or Credits: You may arrange to have certain recurring payments automatically deposited (credited) to your account. Examples of this service include the direct deposit of Social Security and other government payments, and the direct deposit of your payroll.

You may arrange to have certain recurring withdrawals automatically paid (debited) from your account. For example, you may arrange to have insurance premiums paid automatically.

These preauthorized transfers are governed by federal regulations pertaining to Electronic Fund Transfer services that entitle you to certain protections. Requests for these services must be authorized by you, in writing, to the Originator of the transaction prior to becoming effective.

Right to Stop Preauthorized Electronic Transfers (ACH): If you want to permanently revoke an ACH you authorized from a third party, you will need to first send written instructions to the originating third party to cancel your ACH transfer.

If you have authorized regular payments out of your account, you can stop any of these

payments by notifying Customer Service by telephone or email. If you notify us by telephone, you may be required to confirm the information provided by writing to us at help@sablecard.com

Your request must include your account number, the name of the payee, the amount of the item to be stopped, and the date payment was scheduled to be made. This request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If your request is by telephone or email, we may also require you to put your request in writing and ensure that it is received by us within 14 days after your call or email. A stop-payment fee may be charged for each stop-payment and renewal order you request in accordance with our [Schedule of Fees](#).

You are subject to the general rules of Stop-Payment Orders in this Agreement.

Stop Payment Liability

If you request that we stop payment on any preauthorized transfer according to the requirements above and we fail to do so, we will be liable for your proven loss or damages, unless:

- You failed to give us enough information, proper instructions or sufficient time to act on the stop payment; or
- We do not receive written confirmation of your telephone or email request to stop payment within 14 calendar days, and the preauthorized transfer occurs after the 14 calendar days.

In any case, we will only be liable for actual proven damages if the failure to stop payment on your transaction resulted from a bona-fide error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer despite your valid and timely stop order request, we may re-credit your account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee.

Additionally, if you want to permanently revoke a recurring preauthorized electronic transfer, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer. We may ask you to provide us with a copy of your letter to the originating third party and sign an Affidavit revoking authorization.

Our Liability for Failure to Complete an Electronic Fund Transfer

If we fail to complete an Electronic Fund Transfer transaction on time or in the correct

amount when properly instructed by you, we will be liable for damages caused by our failure unless:

1. There aren't sufficient funds in your account to complete the transaction through no fault of ours. A fee may be charged in accordance with our [Schedule of Fees](#).
2. The funds in your account aren't available at the time the EFT posts to your account. A fee may be charged in accordance with our [Schedule of Fees](#);
3. The funds in your account are subject to legal process;
4. The ATM system has insufficient cash to complete the transaction;
5. Your card has been reported lost or stolen and you are using the reported card;
6. We have a reason to believe that the transaction requested is unauthorized;
7. The failure is due to an equipment breakdown that you knew about when you started the transaction at an ATM or merchant terminal;
8. You attempt to complete a transaction at an ATM or merchant terminal that is not a permissible transaction listed above; or
9. The transaction would exceed security limitations on the use of your debit card.

In any case, we will only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.

Unauthorized Transfers

Tell us immediately if you believe your debit card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contacting us by phone or email is the best way to keep your potential losses down. You could lose all the money in your account!

If you tell us within 2 business days after you learn of the loss or theft of your debit card and/or PIN, you can lose no more than \$50 if someone used your debit card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your debit card and/or PIN, and we can prove we could have stopped someone from using your debit card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after your account statement is made available to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances kept you from telling us, we may extend the time periods at our sole discretion.

You may be required to confirm the information provided over phone or email in writing. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

Errors or Questions and How to Contact Us

In case of errors or questions about your Electronic Fund Transfers, you agree to promptly contact Customer Service by telephone +1 833-583-8383 or by email at help@sablecard.com. You may be required to confirm the information in writing within 10 business days. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

If you believe an Electronic Fund Transfer transaction was processed in error or was unauthorized, or if you need more information about a transfer listed on your statement or receipt, you must contact Sable no later than 60 days after the problem or error first appeared on your statement.

In your communication with us, please provide the following information:

- The account name, account number, and last four digits of the debit card number, if applicable;
- A description of the suspected error or the transfer about which you are unsure, why you believe there is an error, or why you need more information;
- The dollar amount of the suspected error; and
- The date of the suspected error.

When we receive your dispute notification, we will advise you of the status of our investigation within 10 business days. In all cases, we will correct any error promptly.

If we need more time to investigate your question or complaint, we may take up to 45 calendar days for ATM transactions (other than international transactions) and ACH transactions. For errors involving new accounts within 30 days after the first deposit, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. If this is necessary, we will provisionally credit your account for the amount you believe is in error within 10 business days of your original complaint or question, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your written confirmation of your questions or complaint within 10 business days, we may decide not to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign- initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If provisional credit was given and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s). You will have access to those funds for five (5) business days, and then we may deduct such amounts from your account without further notice.

Synapse Relationship

Synapse is our backend software provider, and partner of Evolve Bank & Trust (Evolve), member FDIC. Synapse's API, and their relationship with Evolve, enables us to offer banking services and products. By agreeing to Sable's TOS and Privacy Policy, you also agree to Synapse's [terms and policies](#).

Synapse Contact Information

Bank services are provided through our banking software provider, SynapseFI. To report a complaint relating to the bank services, [email help@synapsefi.com](mailto:email_help@synapsefi.com) or call (415) 688-2943.

Debit Card Revocation

You agree that your debit card remains the property of Evolve Bank and Trust Bank, shall be surrendered upon demand. The card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

If you do not use your debit card for an extended period, defined by Sable as 45 days, or we believe the card may be lost/stolen or is being used improperly, it may be cancelled for security reasons and will be unusable. This may occur without prior notice to you.

If your card is reissued or reactivated, we may charge you a fee for its reissue/replacement in accordance with our [Schedule of Fees](#).

Fees and Charges

You will pay any applicable fees and charges we assess for your Card services and/or other electronic services that you select. Applicable fees will be deducted from your account and listed on your account statement. These charges and fees are assessed in accordance with our [Schedule of Fees](#).

We may charge a fee to use your Card at an ATM within the United States or internationally to make a point-of-sale purchase in accordance with our [Schedule of Fees](#).

You may be charged a foreign transaction fee for point-of-sale purchases made internationally. The terminal owner may also charge you a fee for use of their ATM. You may, however, be assessed a fee by the card association, for example Visa or MasterCard, for using your Card at an ATM or making a point-of-sale purchase.

PIN, Passwords, and Passcodes

Card PIN

You will be prompted to assign a 4-digit card PIN for your Sable debit card during card activation. You may change the PIN at any time by accessing the card PIN change process through the mobile app or our automated telephone service.

Password and Passcode

You will be prompted to establish a password and 4-digit Passcode (Login Credentials) during your Sable enrollment. Depending on your app settings, you may be required to enter your full password or passcode for subsequent logins to the Sable mobile app to view your account(s), card information, and other Sable services. Your Sable password and passcode may be changed at any time after you've signed into your app session and following the steps for resetting your Password and Passcode, available in Settings.

Your Login Credentials and PIN are identification methods that are both personal and confidential. You are required to use your PIN with your debit card at an ATM or ATM merchant terminal. It is a security method by which we help you maintain the security of your account. Your Login Credentials are another security method that maintain the security of your account and the transactions you process through the mobile app.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your Login Credentials, PIN and/or other access devices. Further, you agree that you will not reveal your Login Credentials, PIN, or any other access device, to any person not authorized by you to use your debit card; not write your PIN or Login Credentials on your card or on any item kept with your debit card; and not leave your mobile or other device unattended after you have logged on using your Login Credentials.

Funds Transfer Service

“[Funds Transfer](#)” is an electronic transfer service provided by Sable and powered by Evolve

Bank and Trust Group that enables you to securely transfer funds from an account at another financial institution to your account with us, and/or from your account with us to an account at another financial institution. Prior to use, you are required to register your external bank account for verification and security purposes. Once your Funds Transfer service is active, please refer to the Funds Availability schedule to see when your Funds will be available for your use in your account. In all cases, funds may be held until we receive verification that the transaction has settled.

By using the Funds Transfer service, you agree that the Bank will transfer funds through ACH services and that the transaction is subject to completion upon our final review and verification. You agree that such requests constitute authorization for such transfers. This authorization is to remain in full force until the Bank has received written notification from you of its termination, you have electronically deleted a registered bank account or credit card from the Funds Transfer service, or you have electronically cancelled an account and/or transfers from the Funds Transfer service in such time and in such manner as to afford the Bank and the other financial institution a reasonable opportunity to act on it.

This service may be subject to a fee in accordance with our [Schedule of Fees](#). This service may not be available for all customers and/or account types. Please review our Funds Transfer FAQs for information on availability.

By using the Funds Transfer service, you are certifying that the credit cards used to transfer from, and the registered external accounts that you transfer funds to and from, are under the same ownership as the account with us. In the event that the accounts are not titled the same or ownership among the transferring accounts changes, you will indemnify us for any losses incurred as a result of any transaction you initiate between these accounts that is later returned or is reported unauthorized. If initiate a transfer that is found to be unverifiable or is unable to be completed for other reasons, you agree to hold us harmless for any loss resulting from the incomplete transfer. If a transfer is made from a third-party's account or registered as an external deposit account, before we detect it, we may without notice to you, place those funds on hold and debit your account, and return the funds to the third-party's account in the form of a bank check or funds transfer, once we have confirmed the funds cleared the external account.

If you use the Funds Transfer service to transfer funds to or from an account that has multiple owners, you agree that each owner authorizes the others to (a) initiate the transfer of funds between your accounts with us, as permitted by the Funds Transfer service, (b) register any external bank account or credit card, as permitted by the Funds Transfer service, and (c) initiate the transfer of funds between your account(s) with us and

any registered external bank account or credit card. This authority will cease only after we have received and have been given a reasonable amount of time to act on the appropriate documentation needed to change or remove the owner from the account. Each account owner agrees to be jointly and severally liable to Sable for any losses incurred as a result of the improper use of this service up to and including the transfer amount, any applicable fees and any legal expenses. Your Funds Transfer request will only be completed if you have sufficient funds in the account from which you wish to transfer funds and the accounts are linked for transfer capabilities. Funds Transfer transactions are subject to dollar amount limitations, which are determined by us and may be set according to your Account type and/or the type of Funds Transfer service you are using. These limitations are set for security reasons and are not disclosed for that reason.

Sable reserves the right to limit the number of external accounts that can be linked to your account for purposes of transferring funds; to limit functionality of the Funds Transfer service by imposing limits, holds, or other measures; and to close your account if unlawful activity is found or suspected.

Fees

Fees are charged in accordance with our fees outlined below. If we assess a fee for any other service, or make a change to our Schedule of Fees and Charges, we will let you know in advance.

To the extent you access our Services through a mobile or tablet device, your wireless service carrier's charges, data rates, and other fees may apply.

Schedule of Fees

Activity	Fee
ATM Transaction Fee	Free *surcharge fees may be applied by the ATM owner
Bill Pay Services	Free
Card Replacement Fee	\$6
Deposit Item Returned	Free
Dormant Account	Free

Inactive Account	Free
Overdraft Fee	Free
Paper Statement Fee	Free
Returned Item Fee	Free
Stop Payment Fee	Free

General fees (Sable One)	
Monthly fee	Free
Minimum account balance	No minimum
Transfers - sending	
Regular ACH	Free
Same-day ACH	\$0.50
Wire transfer (FedWire)*	\$5.00
Check Issuance*	\$1.00
Transfers - Receiving	
Regular ACH	Free
Same-day ACH	Free
FedWire	Free
SWIFT	Free
Remote deposit capture*	\$0.50
Card fees	
Moneypass ATM Withdrawal	\$0.00
Other domestic ATM**	\$0.00
International ATM withdrawal**	\$0.00
Foreign transaction fee (purchase)**	0%
Foreign transaction fee (ATM)**	0%
Return fee	
Return ACH	\$5.00

Chargeback	\$15.00
Card delivery	
Card delivery	\$0.00
Card delivery time	8-10 business days
Overnight card delivery	\$50
Overnight card delivery time	next day

* Sending wire transfers, check issuance and remote deposit capture not available currently. We will notify our customers when these transactions become available.

** We (Sable, Synapsefi or Evolve Bank and Trust) won't charge you for the marked international transactions. The foreign merchant, card network or bank might still charge you a fee.

Rights to Setoff

If you owe us any amount, you give us a security interest in your Sable Account. You also give us the right, to the extent not prohibited by law, to set off against your funds to pay the amount owed to us. You agree that the security interest you have given us is consensual and is in addition to our right of set off. If we exercise our right of set off, we will notify you to the extent required by law.

Severability

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

Invalidated Provisions

If an arbitrator or court finds any provision to be invalid, you and we agree that the arbitrator or court should give valid effect to the intention of that provision, and that the remainder of the Terms remain in full force and effect.

Contact Information

Sable wants to hear your comments, concerns, suggestions, or questions. Email us at help@sablecard.com.

E-SIGN Consent

1. Consent to Electronic Communication

We would like to communicate with you using electronic means. When you click or tap the “I Agree” button below, this tells us:

- You agree to receive any electronic communication from us for any purpose;
- You agree to receive an electronic version of any written notice or disclosures we must send you under law (“Legal Disclosures”); and
- You understand that to receive Legal Disclosures, you must meet the requirements in Section 2 below.

When we send electronic communication, including a Legal Disclosure, it may come in the form of an update to our website or within our app; as an email, text, or communication on social media; as a notification on mobile, tablet, or wearable devices; or through other electronic means. When you sign-up for an Account with Sable, we will request your mobile telephone number. We request this information in order to send you security confirmation text messages and information about your Account and our Services. By clicking or tapping the “I agree” button below, you are telling Sable that you consent and agree to accept and receive communications from us, including via email, text message, calls and push notification to the mobile telephone number you provide us. As part of this consent, Sable, or someone on our behalf, may send you communications generated by automatic telephone dialing systems [and/or deliver pre recorded messages] that includes (i) security confirmation messages; (ii) communications about your Account (such as transfers you requested or received), (iii) communications about use and updates to our Services, and (iv) other information concerning your Account and our Services. Sable does not charge you when we communicate with you via text message, but your phone carrier will apply standard text messaging charges and data rates.

2. Technology Requirements

In order to receive electronic communications, including Legal Disclosures, you must have:

- A computer or mobile device with an internet connection.
- A web browser that includes 128-bit encryption, with cookies enabled.
- A valid email address and phone number.
- Sufficient storage space to save any Legal Disclosure or an installed printer to print them.

We may change these requirements, but we will notify you promptly of any material changes.

3. Paper Versions

If you would like a paper copy of any Legal Disclosure we send you, please contact us as help@sable.com and we will mail one to you at no cost.

4. Withdrawing Consent

If you would like to withdraw your consent, you can tell us at any time by emailing help@sablecard.com. Once you do withdraw your consent, we will no longer send you paper copies of any Legal Disclosure. Also, please be aware that once you withdraw consent, we may – but are not obligated to – cancel your account with us.

5. Saving and Reviewing this Consent

You can print this consent by clicking top right button in mobile app, and you can always review this consent at this link www.sablecard.com/termsandconditions.

6. Additional Definitions

In this E-SIGN Consent, “we”, “us” or “our” means Sable and “you” or “your” refers to the person applying to establish an account with us.