



## Secured Credit Card and Deposit Account Terms and Conditions as of 3/15/22

Main parts to this document include the **Secured Card Pricing Information, Deposit and Credit Card Agreements, and Your Billing Rights**. The Pricing Information shows the primary pricing terms for this Card for new accounts available under this Agreement. The Credit Card and Deposit Agreement contains important information related to how we will administer the credit card and deposit account program. Plus, any other disclosures or notices that are referenced or issued are part of this Agreement. Your Billing Rights summarizes certain rights provided to you by law that are related to billing on your Card and deposit account, together, your Kikoff Account (**Account**). The Kikoff Secured Card (**Card**) Deposit Account (**Deposit Account**) is issued by Coastal Community Bank, Member FDIC.

### Secured Card Pricing Information

#### Payment Information

All Charges made on this card are due in full and payable when you receive your periodic statement.

#### Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	0%
APR for Cash Advances	0%
APR for Balance Transfers	Not available
Penalty APR	None
Paying Interest	None
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a> .

**Your Due Date is at least 21 days after the close of each Cycle.** We will not charge you interest on purchases or cash advances if you pay your entire balance by the Due Date each month.

<b>Fees</b>	
Annual Fee	<b>None</b>
Transaction Fees	None
Penalty Fees	None
Foreign Transaction Fee	None
Cash Advance Fee	None A third-party (out of network) ATM operator may charge a fee
Returned Payment Fee	None

**How We Will Calculate Your Balance:** We will use a method called “daily balance (including current transactions).” See the Cardmember Agreement for details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement under Your Billing Rights.

**Important information about procedures for opening a new account**

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individual or business) who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying information.

## Consent to Contact You

We may send cards, statements and other communications to you at any mailing or email address in our records. When you give us your mobile phone number, we have your expressed consent to contact you at that number about all your accounts with Kikoff and Coastal Community Bank. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; collecting on your account; and providing you information about products and services. Notify us immediately of any changes to your contact information please visit <https://support.kikoff.com> or call us at 1-866-331-1256 Monday through Friday from 5 am to 11 pm and Saturday and Sunday from 6 am to 6 pm, Mountain Standard Time.

## GENERAL INFORMATION

### **THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION OF THIS AGREEMENT**

The following terms and conditions constitute an agreement (**Agreement**) between you and Coastal Community Bank governing the use of your Kikoff Account. (**Account**). This Agreement also refers to and includes other disclosures we may provide to you, which are incorporated by reference. The words “you,” “your,” and “yours” mean you and any other person(s) who are contractually liable under the Deposit Account and Card Agreement. The words “**we**” “**us,**” and “**our**” mean Coastal Community Bank c/o Kikoff Lending LLC. Please keep a copy of this Agreement for your records.

## Important Information about your Kikoff Account

- The Kikoff Account includes a deposit account (**Deposit Account**) and a Kikoff secured credit card (**Card**), offered by Coastal Community Bank, Member FDIC.
- This is a credit card, backed by the amount of funds added to the Deposit Account from an external source. The balance of the Deposit Account will represent the spending limit on the Card at any point in time. As transactions occur on the Card, a corresponding amount of funds in the Deposit Account are set aside (**Secured**) from the available balance.
- At the end of each cycle, the Secured funds are set to automatically settle the payment due of the full Card balance.
- The Account is designed to provide each customer with the ability to build a credit history, while appropriately managing individual cash flow. As a result, Authorized users are not permitted within the program.

- YOUR OBLIGATION TO PAY US BACK FOR ALL CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR IS SECURED BY YOUR DEPOSIT ACCOUNT. IF YOU DO NOT PAY US BACK FOR ANY AMOUNT YOU OWE US WHEN YOUR PAYMENTS ARE DUE, WE MAY EXERCISE OUR INTEREST AND DEBIT YOUR DEPOSIT ACCOUNT AND YOU CAN LOSE THE MONEY IN YOUR DEPOSIT ACCOUNT.

## **Account Documents**

Your Account with us is governed by the following documents:

- this document;
- all Statements;
- any Privacy Notices describing our limitations on sharing information about you with others;
- any Card benefits brochure which describes benefits provided by the Payment Card Network for your Card and Account. The most current version of your Card benefits brochure will replace all prior versions;
- all disclosures and materials provided to you before or when you opened your Account, including Truth in Lending Disclosures;
- all other documents and disclosures relating to your Account including those provided online; and
- any future changes we make to any of the above documents. Please read these carefully and keep them for future reference. An image of any of these can be used instead of the original.

## **DEPOSIT ACCOUNT AGREEMENT**

This is the Deposit Account Agreement for your Kikoff Account (“Account”). The words “you,” “your,” and “yours” mean you and any other person(s) who are contractually liable under the Cardmember Agreement governing the Account. The words “our,” “us,” and “we” mean Coastal Community Bank c/o Kikoff. “Business days” are Monday through Friday, excluding Federal Reserve Bank holidays.

### **Security Deposit Account**

As a condition of opening the Account, you will transfer (**Transfer**) funds from an external account in your name to the Deposit Account. There is no minimum deposit amount, all funds are owned by you. This Deposit Account is intended for use in conjunction with the Kikoff Secured Card for which a corresponding amount of Secured funds are set aside and from the available balance to support the ability to transact on the Card. Additional funds may be added at any time (Note, for the purpose of credit reporting, maintaining a deposit amount above \$50 may be required to facilitate the credit limit on the corresponding Secured Credit Card). Funds in Coastal Community Bank Accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit [www.fdic.gov](http://www.fdic.gov). Kikoff and Coastal Community Bank will maintain separate records to account for your funds.

### **Withdrawals**

You are permitted to withdraw funds from this account at your discretion. Note, withdrawal of funds may affect the available spending limit on the Kikoff Secured Card.

### **Account Statements**

During each monthly billing cycle (**Cycle**), we will deliver a periodic statement including the combined activity on both your Deposit Account and Secured Credit Card Account. This statement will be made available within the Kikoff App and customer account profile, and you will be notified when the statement is available. Each statement will provide information regarding deposit activity, Card payment amount due, and the payment due date.

## **Electronic Funds Transfers**

You may fund your Deposit Account with an electronic fund Transfer. If we do not complete a Transfer to your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. In case of errors or questions about your funding Transfers, call us at 1-866-331-1256 or write us at 75 Broadway Ste. 226 San Francisco, CA 94111 as soon as you can, if you think your statement is wrong or if you need more information about a funding Transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and Account number. (2) Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within 10 business days for the amount you think is in error (if applicable), during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Deposit Account (if applicable). For errors involving a new Security Deposit Account, we may take up to 90 days to investigate your complaint or question. For a new Deposit Account, we may take up to 20 business days to credit your Deposit Account (if applicable) for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **Interest on Funds**

There will be no interest paid on any funds in the Deposit Account.

## **Application of the Funds to the Account**

If you are in default under the Cardmember Agreement or the Account is closed for any reason, you authorize us at any time(s) to withdraw all or any portion of the funds from the Deposit Account and apply them to settle the Card balance owed. Any such application of funds may constitute any or all of the Minimum Payment Due under the Cardmember Agreement. Our rights under this Deposit Agreement are in addition to any others we have under applicable law. We may make settlements or compromises on the Deposit Account, transfer the Deposit Account to our name, or exercise ownership rights on the Deposit Account. We are not required to notify you of any of the above.

## **Account Closure & Return of Funds**

Upon closure of the Account, any funds not secured by Card transactions or otherwise reserves, will be returned to you within 30 business days. Our rights under this Agreement are in addition to any others we have under applicable law. We may make settlements or compromises on the Deposit Account. In the event of your death, we will not release funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

## **Confidentiality**

We will disclose information to third parties about your Account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.

## **Legal Proceedings**

We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant or other legal proceeding involving your Deposit Account which we believe to be valid. If your Account, Deposit Account, or your funds become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your funds in the Deposit Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default set forth in the Cardmember Agreement, you will be in default under the Cardmember Agreement if we are served or become involved with a legal proceeding regarding the funds or Deposit Account.

## **Miscellaneous**

This Deposit Agreement and our security interest and rights as pledged hereunder are governed by Washington law. We may, in our sole discretion, assign the Deposit Account and our rights and obligations under this Deposit Agreement. If we use an attorney to defend or enforce our rights under this Deposit Agreement or to perform any legal services in connection with this Deposit Agreement, we may charge you our legal costs as permitted by law. This Deposit Agreement supplements the Cardmember Agreement. The other terms of the Cardmember Agreement apply to this Deposit Agreement, and as such disputes regarding the terms of this Deposit Agreement are subject to Arbitration as set forth in the Cardmember Agreement. The terms of this Deposit Agreement shall survive and continue to apply to the Deposit Account following closure of the Account or the Deposit Account, and shall be binding on you even if you cancel your Account or do not accept the Cardmember Agreement as permitted in the Cardmember Agreement. If any part of the Deposit Agreement is invalid, the rest of the Deposit Agreement will remain in effect.

# **CARDMEMBER AGREEMENT**

## **ACCEPTANCE OF THIS AGREEMENT**

You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you use the Account. You may, however, reject the “Agreement to Arbitrate” section as explained in that section.

## **CHANGES TO YOUR AGREEMENT**

The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you 45 advance written notice of the change(s) and a right to reject the change(s). We will not charge any fee or interest charge prohibited by law.

## **USING YOUR CARD**

### **Permitted Uses**

You may use your Card for Purchases and Cash Advances. You may not use it for illegal transactions.

### **Authorized Users and Joint Accounts**

Joint accounts and additional cards for authorized users are not permitted for this program.

### **Credit Authorizations**

- We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card or Account number.
- Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. This may result in less credit available to you on your Card until processed (usually until the date the actual Purchase amount is received by us from the merchant).
- You must not use or try to use the Card for any Internet gambling transactions or transactions that are illegal or not permitted by us (example: gambling, casinos, quasi cash). You will still be responsible for such transactions if you do. In addition, these transactions will be subject to this Agreement, and you might have to reimburse the Payment Card Network and us for all damages and expenses.

### **Credit Lines**

- The available credit limit at any time cannot be more than the amount available in your linked Deposit Account. We refer to this limit as the Spending Limit. Your Card Account is also subject to a maximum credit limit.



- You promise not to engage in any transactions that will cause you to exceed your credit limit. This means that your balance, including any transactions we have authorized but that have not yet been processed, may not exceed your credit limit at any time. We may in our discretion authorize the transaction without increasing your credit limit or we may deny the authorization. Any authorization that exceeds the credit limit is subject to full payment, as with any other balance due on the Card.

## **INTEREST CHARGES**

The Annual Percentage Rate (“APR”) for purchases is 0.00%, which corresponds to a monthly periodic rate of 0.0%. This is a non-variable rate. To calculate the Interest Charge for each monthly statement we multiply the Average Daily Balance times the monthly periodic rate. Because the monthly periodic rate is 0.0%, there are no interest charges for using your Account. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new purchases on that day, and subtract any payments or credits we apply that day. We add other charges and fees on the day that such charges or fees are posted to the Account. If your Account has an overall credit balance, we treat this as a \$0 balance. This gives us the daily balance. Then we add up all the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

## **FEES (See your Pricing Schedule for full list of fees and waived fees)**

### **Expedited Card Fee**

For cards that are lost, stolen or damaged, you may request a replacement card through standard delivery at no additional charge. If an expedited (rush) delivery is needed, a fee of \$15 will be assessed per card request.

### **Foreign Transaction Fee**

There is no fee for foreign transactions. However, you will be subject to Mastercard® exchange rates. “Purchases and Cash Advances in Foreign Currencies” below for more information.

## **MAKING PAYMENTS**

### **Payment Instructions**

- You must pay in U.S. dollars. Please do not send cash. Sending cash is not allowed. All checks must be drawn on funds on deposit in the U.S.
- You must pay us for all amounts due on your Account.
- We credit your payments in accordance with the terms contained on your billing statement.
- If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

- If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received, and may agree to a compromise of the demanded amount as part of a settlement.
- All customers are enrolled in Autopay (see “Minimum Payment Due” section below)

### **Minimum Payment Due**

- You must pay us the payment amount listed on your Statement by the Due Date. In addition to the payment, you may pay all or part of the total Card Balance. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous Statement.
- **Preauthorized Autopay:** Upon approval, you automatically authorize Coastal Community Bank c/o Kikoff Lending LLC to make recurring debits from your linked Deposit Accounts **1 day after the closing date of each Statement.** Your Due Date is at least 21 days after the close of each Cycle. You have the option of turning off Autopay by contacting us at 1-866-331-1256 at least 3 days prior to the statement close date. You are still responsible for making the required payments by the due date.
- You also authorize us to debit or credit your selected payment method as needed to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.

### **How We Apply Payments**

Payments are first applied to any past-due amount, then to your current minimum payment due. Payments in excess of your minimum payment due will be applied to any outstanding fees, then the remainder your Card Balance

### **OTHER IMPORTANT INFORMATION**

#### **Default**

You will be in “Default” under this Agreement if:

- You fail to pay any balance due by its due date;
- You exceed your credit limit;
- You fail to meet the conditions of, or to perform any obligation under this Agreement or any other agreement relating to the Card or your Deposit Account;
- You have given misleading information or made misrepresentations in connection with your Kikoff Account
- Any government authority takes action against you that we believe adversely affects your financial condition or ability to repay your Card; or
- You file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors.

### Consequences of Default:

- Close or suspend one or more of your Card(s), Deposit Account or your Kikoff Account;
- Reduce your Spending Limit;
- Demand that you immediately pay the entire balance;
- Exercise any other right that we have under this Agreement or applicable law to enforce our rights.

### **Collection Costs**

If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

### **Disputed transactions**

- If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.
- If you believe your card has been lost, stolen, or compromised, contact us immediately at 1-866-331-1256. You may also locate the transaction(s) in question within the Kikoff App, and follow the instructions to file a claim electronically.

You must inspect each Statement you receive and tell us about any errors or questions you have as described in the "Billing Rights Summary" part of your Statement and other Truth in Lending Disclosures. If you do not notify us as provided in those disclosures, we may assume that all information in the Statement is correct. If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you give us all of your rights against that other person.

You also will:

- give us any information connection with the disputed amount if we ask;
- not pursue any claim or reimbursement from the merchant and that other person; and
- help us pursue and get reimbursement from the merchant and that other person. Your help includes giving us documents that we ask for and that are acceptable to us.

### **No Warranties**

Except as otherwise provided in the "Billing Rights Summary" part of your Statements, we are not responsible for any claim you might have regarding the purchases of goods or services made with your Card.

## **Automatic Charges and Account Information Updates**

You may set up scheduled and repeat transactions to your account. If your account is closed or suspended, or your account number changes, you will need to contact any persons that you are paying by automatic transactions.

## **Privacy Policy**

We send you our Privacy Policy when you open your Account and annually. If you would like a copy, visit <https://kikoff.com> and <https://coastalbank.com/privacy-notice/>

## **Information to Credit Reporting Agencies**

You authorize us to get information from credit reporting agencies and other sources for servicing or review of your Account, collection, and any other use permitted by law, including to consider you for other products and services. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month. If you believe that information we reported is inaccurate or incomplete, please visit [support.kikoff.com](http://support.kikoff.com) or by mail at Coastal Community Bank c/o Kikoff Lending, LLC: Attn: Legal Department, 75 Broadway, Ste 226, San Francisco, CA 94111.

## **Notice of Furnishing Negative Information**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## **Cancelation or Suspension of the Account**

- You may cancel your Account. You will remain responsible for any amount you owe.
- We may cancel, suspend or not renew your Account at any time without notice. owe us under this Agreement. Even if your account is closed or suspended, you must still repay all amounts you owe under the account.

## **Purchases and Cash Advances in Foreign Currencies**

- If a transaction is in a foreign currency, Mastercard® International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Mastercard® may differ from the rate on the date of your transaction.
- In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.

## **Governing Law**

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND KIKOFF ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF WASHINGTON, WHERE WE AND YOUR DEPOSIT ACCOUNT AND CARD ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE DEPOSIT ACCOUNT AND/OR CARD.

## **Severability**

Except as set forth in the "Arbitration" section, if any part of this Agreement is found to be invalid, the rest of it will still remain in effect.

## **Enforcing This Agreement**

We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

## **Assignment of Account**

We may assign your account, balances you owe, or any of our rights and obligations under this agreement. The third party is then entitled to any of our rights that we assign to them.

## **MILITARY BORROWERS**

### **Statement of MAPR**

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 in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you are covered by the Military Lending Act, (i) then you are not bound by the Arbitration Agreement below, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. To receive this information and a description of your payment obligation verbally or for questions, please call 1-866-331-1256.

## Oral Disclosures

Before agreeing to this Agreement, in order to hear important disclosures and payment information about this Agreement, please call 1- 844- DFS- 4MIL (1-844-337-4645) anytime 24/7. If calling outside the U.S., you can contact us at 1-866-331-1256.

## GLOSSARY

- **“Account”** means the Kickoff Deposit Account and Secured Credit Card, issued by Coastal Community Bank.
- **“Agreement”**: means the combined terms & conditions for the deposit account and credit card.
- **“Card”** means a Kikoff secured card issued to you
- **“Cash Advance”** means the use of your Account for:
  - obtaining cash from participating automated teller machines, financial institutions, or other locations; and
- **“Cycle”** means the time between two statement closing dates.
- **“Deposit Account”** means the security deposit account linked to your secured card.
- **“Payment Card Network”** means Mastercard® International.
- **“Pricing Schedule”** means the document entitled “Pricing Schedule”, which lists the APRs that apply to your Account and other important information
- **“Purchase”** means the use of your Account to purchase or lease goods or services at participating merchants.
- **“Secured”** means the corresponding amount of funds in the Deposit Account are set aside from the available balance when Card transactions occur.
- **“Transfer”** means movement of funds from an external source to the Deposit Account.
- **“We,” “us,” and “our”** refer to Coastal Community Bank, the issuer of your Card and Kikoff Lending LLC, the program manager.
- **“You,” “your,” or “yours”** refer to you and any other person(s) who are also contractually liable under this Agreement.

## ARBITRATION

**Agreement to Arbitrate:** In the event of a dispute between you and us arising out of or relating to this Account or the relationships resulting from this Account or any other dispute between you or us, including, for example, a dispute based on a federal or state statute or local ordinance (“Claim”), either you or we may choose to resolve the Claim by binding arbitration, as described below, instead of in court. Any Claim (except for a Claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claims later asserted in that lawsuit. This arbitration agreement does not apply if, on the date you submit your Application or on the date we seek to invoke this arbitration agreement, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL (1-844-337-4645) or if you are calling from outside the U.S. at +1-801-451-3730.

**CLASS ACTION WAIVER:** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator may not award class, representative or public injunctive relief. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular Claim for relief, then after all appeals from that decision have been exhausted, that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

**Your Right to Go To Small Claims Court:** We will not choose to arbitrate any individual Claim you bring in small Claims court or your state's equivalent court. However, if such a Claim is transferred, removed or appealed to a different court, we may then choose to arbitrate

**Governing Law and Rules:** This arbitration agreement is governed by the Federal Arbitration Act ("FAA"). Arbitration must proceed only with the American Arbitration Association ("AAA"). The rules for the arbitration will be those in this arbitration agreement and the procedures of the AAA, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the AAA's procedures. If the AAA's procedures change after the Claim is filed, the procedures in effect when the Claim was filed will apply. For a copy of the AAA's procedures, to file a Claim or for other information, please contact the AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, [www.adr.org](http://www.adr.org) (1-877-495-4185). If the AAA is completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute.

**Fees and Costs:** If you wish to begin arbitration against us but you cannot afford to pay the AAA's or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Coastal Community Bank, c/o Kikoff Lending LLC, 75 Broadway Ste 226, San Francisco, CA 94111. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you).

**Hearings and Decisions:** Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed.

The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid Claims of privilege;
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with AAA not later than 30 days after the original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award.

**Claim Notice and Special Payment:** If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim (“Claim Notice”) at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, and account number and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Coastal Community Bank, c/o Kikoff Lending LLC, 75 Broadway Ste 226, San Francisco, CA 94111 (or such other address as we shall subsequently provide to you). If, and only if, (1) you submit a Claim Notice in accordance with this agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your Claim, issues you an award that (excluding any arbitration fees or attorneys’ fees and costs awarded by the arbitrator) is greater than the value of Kikoff’s last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or \$7,500, whichever is greater. If you are entitled to the \$7,500, you will receive in addition any arbitration fees or attorneys’ fees and costs awarded by the arbitrator. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

**Other Beneficiaries of this Agreement:** In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates and our and their officers, directors and employees; any third party co-defendant of a Claim subject to this arbitration agreement; and all joint Account Holders and Authorized Users of your Account(s) if applicable.

**Survival of this Agreement:**

This arbitration agreement shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale by us of your Account.

**You Have the Right to Reject Arbitration for this Account.** You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of the Card after your Account is opened. You must send the notice of rejection to: Coastal Community Bank, c/o Kikoff Lending LLC, 75 Broadway Ste 226, San Francisco, CA 94111. Your rejection notice must include your name, address, phone number, Account number and personal signature. No one else may sign the rejection notice for you. Your rejection notice must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration agreement for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us.



# YOUR BILLING RIGHTS

(KEEP THIS DOCUMENT FOR FUTURE USE)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

## **WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, write us at:

Coastal Community Bank c/o Kikoff Lending, LLC  
75 Broadway STE 226,  
San Francisco CA 94111

In your letter, give us the following information

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

You must contact us within 60 days after the error appeared on your statement.

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

## **WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER**

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

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

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

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

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

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

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

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

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### **YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must have not yet fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Coastal Community Bank c/o Kikoff Lending, LLC  
Account Services, 75 Broadway STE 226  
San Francisco CA 94111.

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

### **ADDITIONAL DISCLOSURES:**

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

**All Accounts, including New York/Rhode Island/Vermont Residents:** You agree to give Kikoff Lending, LLC (1-866-331-1256) as well as its agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your Account, adjusting the credit limit on your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Alimony, child support or separate maintenance payments need not be revealed if you do not want us to consider it in determining your creditworthiness. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

**Married California Residents:** If you are a resident of California and married, you may apply for a separate account separate from your spouse.

**Connecticut Residents:** Damages may be imposed if a check is dishonored. Connecticut General Statutes § 52-565a authorizes our collection of damages for dishonored checks; criminal penalties may also apply.

**Maryland Residents:** Maryland law requires that if you send us a written request about the status of your Account and we do not answer that request within 60 days after we receive it, you are not required to pay a finance charge for that 60 day period or until we answer.

**Missouri Residents:** If you prepay your Account in full, you may be entitled to a refund of certain interest under Mo. Rev. Stat. § 408.170.

**New Hampshire Residents:** Reasonable attorney's fees will be awarded to you if you prevail in (a) any action, suit or proceeding brought by us, or (b) any action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

**New York Residents:** New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. The New York state department of financial services' telephone number is 1-800-342-3736, and its website is <http://www.dfs.ny.gov>.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to married Wisconsin residents:** If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under 766.59 of the Wisconsin Statutes, or a court decree under 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decrees or has actual knowledge of the adverse provision. If the credit card for which you are applying is granted, you will notify Kikoff if you have a spouse who needs to receive notification that credit has been extended to you..

**Texas Residents:** This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Phone (800) 538-1579; [www.occc.state.tx.us](http://www.occc.state.tx.us). Contact the Commissioner relative to any inquires or complaints.