



Nyble Credit Building Line

Line of Credit Account Agreement

Truth in Lending Summary Disclosures

Interest Rate and Interest Charges	
Annual Percentage Rate (APR)	0.00% This APR is a non-variable rate.
How to Avoid Paying Interest	Your due date is at least 30 days after the close of each billing cycle. We will not charge you any interest if you pay your entire balance by the due date each month.
Paying Interest	None
Minimum Interest Charge	None (there is no interest).
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 http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fees	None
Penalty Fees	None
Returned Payment	(i), \$0; or (ii) up to \$15 as set forth in the Disclosure based on your state of residence. This may be charged when a payment you schedule to process fails, such as when a payment is returned for insufficient funds. Depending on applicable state law, the fee amount may be smaller or not assessed at all.

How We will Calculate Your Balance: We use a method called "daily balance." See Your Account Agreement for details.

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

This constitutes a legal agreement ("Agreement") between you ("you," or "your", the "Borrower"), the individual granted the use of Nyble's Credit Building Line of Credit ("Account"), and Nyble USA Inc., a Delaware corporation ("Nyble," "Company," "we," "us," or "our").



Before you sign the application for the Account the (“Application”), you should read this entire Agreement carefully, which includes cost-of-credit disclosures required by Federal Law. You are entitled to a copy of this agreement at the time of signing.



PROMISE TO PAY. You promise to be bound by the terms of this Agreement. You promise to pay for the total of all credit extended under this Agreement and all other amounts for which you are responsible under this Agreement. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower, on his or her signature alone, to cancel the Account, to request and receive credit, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible. You also promised to pay us for charges incurred by anyone you allow to use your Account.

CREDIT LIMIT: We may establish a credit limit for your account ("Credit Limit"). If you request an advance that, if honored, would cause you to exceed your Credit Limit, we are not required to honor your request, but we may do so at our sole discretion. You will be obligated to pay any amount in excess of your Credit Limit in accordance with the terms of this agreement. You agree we may change the credit limit for any reason not prohibited by law.

CREDIT BUREAU REPORTING: You authorize us to evaluate your creditworthiness and to obtain consumer reports concerning you in connection with your application to use the Account, and for a change in the Credit Limit and at any time thereafter while your account remains open and/or this Agreement remains in effect.

We may report information regarding your Account, and about you, to consumer credit reporting agencies, our affiliates, or other parties as permitted by our Privacy Policy or applicable law. Nyble is obligated to report both timely and late payments, which may affect how a credit bureau determines your credit score. Credit scores are independently calculated by credit bureaus based on multiple factors, including accounts not associated with Nyble. Accordingly, Nyble does not guarantee that your credit score will improve. While Nyble takes commercially reasonable steps to ensure accurate reporting to consumer reporting agencies, it cannot guarantee the accuracy of information appearing on your credit report. If you fail to comply with this Agreement, we may submit negative information regarding you or your Account to a credit reporting agency. If you believe that information we have reported is inaccurate, you may notify us by sending your Account details, a description of the disputed information, and any supporting documentation (such as a copy of your credit report) to: Nyble USA Inc., 1350 Avenue of the Americas, Floor 2, New York, NY 10019.

PAYMENTS:

Statements: You will receive a Statement for each billing cycle in which your Account under this Line of Credit has a balance or as otherwise required by law. A billing cycle will be approximately one month in length. Each Statement will disclose: (a) the balance at the



beginning of the billing cycle ("Previous Balance"); (b) all advances, payments, credits, fees, and other charges posted to your Account during the billing cycle; (c) the balance at the end of the billing cycle ("New Balance"); (d) the minimum payment you are required to make ("Minimum Payment Due"); (e) any unpaid amounts carried over from prior billing cycles ("Amount Past Due"); and (f) the date by which payment must be received ("Payment Due Date").

Minimum Payment Due: For each billing cycle, the Minimum Payment Due will be the greater of (i) \$25.00 or (ii) five percent (5%) of your New Balance, rounded up to the nearest whole dollar. If an Amount Past Due exists, it will be added to your Minimum Payment Due. If your New Balance is less than \$25.00, your Minimum Payment Due will equal the entire New Balance. You may pay more than the Minimum Payment Due at any time, up to and including the entire New Balance, without penalty.

Payment Application: Unless otherwise required by law, payments will be applied in the following order: (i) to any fees and charges; (ii) to accrued interest, if applicable; and (iii) to outstanding principal. If multiple principal balances are outstanding with different terms, payments will be allocated in accordance with applicable law or as otherwise disclosed in your Statement.

Payment Instructions: Payments must be made in accordance with the instructions provided on your Statement. We may return or reject any payment that does not comply, including but not limited to: (i) payments not drawn on a U.S. financial institution or the U.S. Postal Service; (ii) payments missing a required signature; (iii) payments with inconsistent written and numeric amounts; (iv) payments containing restrictive endorsements or conditions; (v) post-dated payments; (vi) payments not payable to Nyble USA Inc. or its assigns; (vii) payments made in a currency other than U.S. dollars; or (viii) payments not honored upon presentment. Payments may also be made electronically on the web, or by ACH payment for a checking or savings account.

UNAUTHORIZED USE: If you become aware of the loss, theft, or possible unauthorized use of your Account, you must notify us immediately at service@nyble.com. You will not be liable for unauthorized use that occurs after you provide such notice. You may, however, be held liable for unauthorized use that occurs prior to our receipt of your notice. In no event will your liability for unauthorized use exceed \$50. Unauthorized use does not include transactions made by a person to whom you have voluntarily provided your Account number or authorized to use your Account. You will remain fully liable for all use by such a person until you notify us in writing that such authority has been revoked. You agree to assist us in



investigating any claim of theft or possible unauthorized use of your Account and to comply with our reasonable procedures in connection with such investigation.

INTEREST CHARGES: The Annual Percentage Rate ("APR") is **0.00%**, which corresponds to a monthly periodic rate of 0.000%. This is a non-variable rate. We use the Average Daily Balance (including new transactions) method to compute the balance subject to interest. To determine the Average Daily Balance, we add the outstanding principal balance for each day of the billing cycle and divide that total by the number of days in the billing cycle. We then multiply the Average Daily Balance by the daily periodic rate, and multiply that result by the number of days in the billing cycle. Because your APR is 0.00%, no interest will be charged on your Account.

NON-VARIABLE ANNUAL PERCENTAGE RATE (APR): The Annual Percentage Rate ("APR") applicable to this Account is a non-variable rate. This means the APR is fixed and will not increase or decrease over time based on changes in an index or other external factors. The APR stated in this Agreement shall remain in effect for the duration of your Account, unless expressly modified by us in writing in accordance with applicable law. Any change in the APR, if permitted, will be communicated to you as required by law.

FEES: No annual fee will be assessed for maintaining your Account. You will not be charged any Late Payment Fee in connection with amounts that remain unpaid after the Payment Due Date. However, your failure to make payments when due may be reported to consumer reporting agencies, as further described in the Credit Bureau Reporting section of this Agreement.

DEFAULT: Subject to applicable law, you will be deemed in default under this Agreement if you fail to make the Minimum Payment Due by the Payment Due Date; violate any provision of this Agreement; become the subject of bankruptcy or insolvency proceedings; become the subject of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; fail to provide us with information necessary to administer or maintain your Account, or provide false, misleading, incomplete, or inaccurate information; are unable to perform your obligations under this Agreement; relocate outside the United States; or use your Account for any unlawful purpose.

Upon default or death, and subject to applicable law, we may, in our sole discretion, reduce your credit limit; terminate your Account, in which case this Agreement shall remain in effect until the outstanding balance has been paid in full; declare the entire unpaid balance, together with all accrued fees and charges, immediately due and payable; commence legal action to recover any amounts owed; terminate any special credit terms that may have been



offered; or take any other action permitted by applicable law. You will be responsible for our court costs, attorneys' fees, and all costs and expenses of collection related to your default, to the extent permitted by law.

Even if you are not in default, we reserve the right, subject to applicable law, to terminate this Agreement or suspend or revoke your credit privileges at any time. You may also cancel or close your Account at any time by providing notice to us by emailing us at service@nyble.com. You may not use your Account for any purpose after your Account has been closed or terminated.

Upon termination of this Agreement by either you or us, you remain obligated to pay all amounts due under this Agreement and to continue performing all other obligations arising hereunder, consistent with applicable law.

COMMUNICATIONS AND ELECTRONIC CONSENT: You agree that we and our authorized agents may contact you regarding your Account through telephone calls, text messages, emails, secure website notifications, or other permissible means of communication. You consent to our use of automated dialing systems, prerecorded or artificial voice messages, and other technologies to contact you. Such communications may be directed to any telephone number or email address you provide, including mobile, wireless, or other devices, even if you may incur charges from your service provider. For quality assurance, compliance, or training purposes, we may monitor, record, and retain telephone conversations or other communications we have with you. By applying for and using this Account, you further consent to receive all required disclosures, agreements, statements, notices, and other communications ("Communications") electronically, whether by email, secure website, or other electronic means permitted by law. Electronic delivery of Communications will satisfy any requirement that such information be provided "in writing." You are responsible for maintaining a valid email address on file with us and for regularly checking your email and our website for Communications. You may withdraw your consent to receive electronic Communications or automated communications at any time by contacting us at service@nyble.com. Withdrawal of consent may result in closure of your Account, subject to applicable law. Upon request, we will provide you with paper copies of any Communication at no cost.



AGREEMENT TO ARBITRATE: PLEASE READ THIS SECTION, WHICH IS AN AGREEMENT TO ARBITRATE (“ARBITRATION AGREEMENT”). THIS ARBITRATION AGREEMENT IS BINDING AND ENFORCEABLE UNLESS YOU OPT OUT, AS SET OUT BELOW.

In the event of any claim, dispute, or controversy between you and us arising out of or relating to this Agreement, your Account, or the relationships resulting from this Account (“Claim”), either you or we may elect to resolve the Claim by binding arbitration instead of in court. Any Claim (except for a Claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver below) may be resolved by binding arbitration if either side requests it. **IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THE CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.** Even if a lawsuit has been filed in court, you or we may still elect arbitration with respect to any new Claims or new parties added later to that lawsuit. This arbitration agreement does not apply if you are a “Covered Borrower” under the Military Lending Act (32 C.F.R. § 232.3). If you are a Covered Borrower, this arbitration provision does not apply to you, and you retain all rights available under state and federal law.

Class Action Waiver: Arbitration must proceed on an individual basis. Neither you nor we may join or consolidate Claims in arbitration by or against other customers, or litigate in court or arbitrate any Claims as a class action, private attorney general action, or other representative action. The arbitrator may award relief only to the extent necessary to resolve your individual Claim. The arbitrator may not award class, representative, or public injunctive relief. If a court determines that applicable law precludes enforcement of this waiver as to a particular Claim, then that Claim must proceed in court, and only that Claim may be severed from arbitration. **IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INDICATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.**

Your Right to Go to Small Claims Court: We will not choose arbitration for any individual Claim you bring in small claims court or the equivalent state court, so long as the matter remains in that court and is not transferred or appealed.

Governing Law and Rules: This arbitration agreement is governed by the Federal Arbitration Act (“FAA”). Arbitration will be administered by the American Arbitration Association (“AAA”) under its applicable rules, as modified by this agreement. If there is a conflict between this arbitration agreement and AAA’s rules, this agreement will control. If the AAA is unavailable and we cannot agree on another administrator, either party may request a court to appoint a substitute.



Fees and Costs: If you cannot afford arbitration fees, we will advance them if you request in writing. If you lose the arbitration, the arbitrator may decide whether you must reimburse us for amounts advanced. If you win, we will not seek reimbursement of fees we advanced, and the arbitrator may award you reasonable attorneys' fees and costs if applicable law permits.

Hearings and Decisions: Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will preside. The arbitrator must: (i) apply applicable substantive law, consistent with the FAA; (ii) honor statutes of limitation and valid claims of privilege; and (iii) issue a written reasoned decision. The arbitrator's decision is final and binding, subject only to any appeal allowed under the FAA. If the amount in dispute exceeds \$100,000, either party may appeal to a new panel of three arbitrators within 30 days, with costs borne by the appealing party unless the panel decides otherwise.

Claim Notice and Settlement Incentive: Before starting arbitration, you must send us a written Claim Notice at least 30 days in advance. The notice must include your name, address, account number, and a description of the Claim. Send your Claim Notice to: NYBLE USA INC. 1350 Avenue of the Americas, Floor 2, New York, NY 10019, Attention: Arbitration Claims. If you send a proper Claim Notice and the arbitrator rules in your favor with an award higher than our last settlement offer made before the arbitrator was selected, you will be entitled to the greater of: (i) the arbitrator's award, or (ii) \$7,500 plus any attorneys' fees and costs awarded by the arbitrator.

Other Beneficiaries of this Agreement: This arbitration agreement also benefits our affiliates, successors, assigns, employees, directors, officers, agents, and any co-defendants or third parties named in a Claim related to your Account.

Survival: This arbitration agreement survives closing or termination of your Account; payment in full of your Account; bankruptcy by you; and any sale or transfer of your Account.

Your Right to Reject Arbitration: You may reject this arbitration agreement by sending us a written notice of rejection within 30 days of opening your Account. The notice must include your name, address, phone number, account number, and personal signature, and must be mailed to: NYBLE USA INC. 1350 Avenue of the Americas, Floor 2, New York, NY 10019, Attention: Arbitration Rejection. Only you may sign the notice, and it must not be sent with other correspondence. Rejecting arbitration will not affect any other terms of your Account. If you reject, neither you nor we will be subject to this arbitration agreement for your Account.

GOVERNING LAW: This agreement is governed by federal law, and to the extent that state law applies, the laws of the state of Delaware.



RIGHT OF ASSIGNMENT: We may sell, assign, or otherwise transfer your Account, in whole or in part, including any receivables arising under your Account, at any time and without prior notice to you. You may not sell, assign, or transfer your Account or any rights or obligations under this Agreement without our prior written consent, and any attempted assignment in violation of this provision shall be null and void.

NO WAIVER: If Nyble fails to insist that you perform any of your obligations under these Terms, or if Nyble does not enforce its rights against you, or if Nyble delays in doing so, that will not mean that Nyble has waived its rights against you and will not mean that you do not have to comply with those obligations. If Nyble does waive a default by you, it will only do so in writing, and that will not mean that Nyble will automatically waive any later default by you.

SEVERABILITY: If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain valid, binding, and enforceable to the fullest extent permitted by law. Any such invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to make it enforceable while preserving the parties' intent.

CHANGES TO THE AGREEMENT: We reserve the right to amend this Agreement at any time by adding, deleting, or modifying its provisions. Notice of any amendment will be provided on our Website or as otherwise required by applicable law. Subject to any notice period required by law, your continued use of your Account, or failure to promptly close your Account following such notice, shall constitute your acceptance of the amended Agreement.

OTHER DISCLOSURES:

Credit Report Authorization and Notice: All Accounts, including residents of California, New York, Rhode Island, Utah, and Vermont: You authorize us, and our agents, successors, and assigns, to obtain and review your consumer credit report in connection with your application, any transaction, any extension of credit, and on an ongoing basis for purposes related to this Agreement, including but not limited to reviewing, servicing, and collecting on your Account, or for any other legitimate business purpose associated with this Agreement. Upon your written request, we will inform you whether a consumer credit report was obtained and, if so, provide you with the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that we may report information about your performance under this Agreement to consumer reporting agencies. This may include reporting negative information about your credit if you fail to comply with the terms of your credit obligations.



Your Statement of Billing Rights Disclosures
(KEEP THIS DOCUMENT FOR FUTURE USE)

This notice tells you about your right and our responsibilities under the Fair Credit Billing Act.

<u>What To Do If You Find A Mistake On Your Statement?</u>	<p>If you think there is an error on your statement, write us at: NYBLE USA INC., 1350 Avenue of the Americas, Floor 2, New York, NY, 10019, or at the address listed on your statement.</p> <p>In your letter, give us the following information:</p> <ul style="list-style-type: none">• Account information: Your name and Nyble 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. <p>You must contact us: Within 60 days after the error appeared on your statement.</p> <p>If you want to stop payment on the amount you think is wrong, you must notify us at least 3 business days before the automated payment is scheduled</p> <p>If you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.</p>
<u>What Will Happen After We Receive Your Letter?</u>	<p>When we receive your letter, we must do two things:</p> <ol style="list-style-type: none">1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.



	<p>While we investigate whether or not there has been an error:</p> <ul style="list-style-type: none">• We cannot try to collect the amount in question, or report you as delinquent on that amount.• The charge in question may remain on your statement, and we may continue to charge you interest on that amount.• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.• We can apply any unpaid amount against your credit limit. <p>After we finish our investigation, one of two things will happen:</p> <ul style="list-style-type: none">• <u>If we made a mistake:</u> You will not have to pay the amount in question or any interest or other fees related to that amount.• <u>If we do not believe there was a mistake:</u> 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. <p>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.</p> <p>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.</p>
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Military Lending Act Disclosures
(IMPORTANT DISCLOSURES FOR SERVICEMEMBERS AND THEIR DEPENDENTS)

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 dependents ("Covered Borrower") may not exceed an annual percentage rate of 36 percent. If you are a Covered Borrower under the Military Lending Act (32 C.F.R. § 232.3), any arbitration clause in this Agreement is not enforceable against you, and you retain all rights and remedies available to you under state and federal law.

In addition to this written notice, federal law requires that we provide you with the above information orally. You may obtain the oral disclosures, including the MAPR statement and a description of your payment obligations, by calling us toll-free at: (844) 729-4612.