

CONSENT TO E-SIGN AND ELECTRONIC COMMUNICATIONS

By checking the box next to the E-SIGN Consent document and then clicking the “Continue” or “Agree” button, you consent to use electronic signatures (“*E-SIGN*”) and you consent to receive all disclosures, agreements, records, messages, and other information in electronic form (collectively “*Electronic Communications*”). In the Terms of Use, “*Consent*” means both your E-SIGN consent and your Electronic Communications consent. Please review this section for details concerning the matters listed below.

- The effect and duration of your Consent.
- The types of Electronic Communications.
- The procedures for withdrawing your Consent or, alternatively, requesting a specific paper communication without withdrawing your Consent.
- The procedures for receiving Electronic Communications and updating your email address.
- The minimum hardware and software requirements to access and retain Electronic Communications.

1. Effect and Duration of Consent

When we provide Services to you, we must obtain your signature on certain documents (*e.g.*, a loan agreement) and we must deliver certain communications to you in writing (*e.g.*, an adverse action notice). By providing your Consent, you agree that your electronic signature on a document has the same legal effect as your traditional wet ink signature. Similarly, you agree that your receipt of Electronic Communications has the same legal effect as your receipt of communications in paper form.

Your Consent applies to all present and future transactions that you apply for or enter into with us or with the unaffiliated lenders for which we arrange loans. Your Consent will remain effective until and unless you withdraw it. As explained in the subsections below, you may withdraw your Consent at any time. Alternatively, you may keep your Consent in place and request a specific communication in paper form.

2. Types of Electronic Communications

The term Electronic Communications includes documents that we have a legal obligation to deliver in writing as well as documents that we have the option to deliver in any form we choose. Thus, without limiting the generality of the previous sentence, the term includes initial and annual privacy notices, loan applications, loan approval letters and adverse action notices, loan agreements and arbitration agreements, payment reminders and billing statements, extension requests and payoff quotes, cure notices and collection letters, and all other disclosures delivered pursuant to applicable consumer protections laws such as those listed below.

- State supervised loan laws.
- Equal Credit Opportunity Act and Regulation B.
- Electronic Funds Transfer Act and Regulation E.
- Gramm-Leach-Bliley Act and Regulation P.
- Fair Credit Reporting Act and Regulation V.
- Truth in Lending Act and Regulation Z.
- Servicemembers Civil Relief Act.

3. Withdrawing Consent or Requesting Paper Communications

You may withdraw your Consent at any time by contacting our Customer Service Group.

CreditNinja, Attn: Customer Service Group
222 South Riverside Plaza, Suite 2200
Chicago, Illinois 60606
support@creditninja.com
855-646-5201 (855-NINJA01)

Alternatively, you may keep your Consent in place and ask the Customer Service Group to deliver a paper version of any communication you specify. You will incur no fee for withdrawing your Consent or requesting a specific paper communication. Neither action will affect the credit decisions made by us or by the unaffiliated lenders for which we arrange loans.

4. Accessing Electronic Communications

We deliver Electronic Communications by posting them to your Account and/or by emailing them to your email address of record. Importantly, our sending you an email alerting you that an Electronic Communication is available online has the same legal effect as our delivering the communication in paper form, regardless of whether you actually review the communication online. All Electronic Communications will be delivered in a form you can either print or download for your records.

It is your responsibility to keep your Account credentials and your email address up to date so we can deliver Electronic Communications to you. You must contact our Customer Service Group within 5 days if you change your email address of record (*i.e.*, the email address you provide us when you submit a loan application) or you change your other contact information of record (*e.g.*, street address or phone number). To update your email address, street address, or phone number, you may either access your online Account or contact our Customer Service Group at any of the touchpoints listed below.

CreditNinja, Attn: Customer Service Group
222 South Riverside Plaza, Suite 2200
Chicago, Illinois 60606
support@creditninja.com
855-646-5201 (855-NINJA01)

5. Minimum Hardware and Software Requirements

To access and retain Electronic Communications, you must have the hardware and software listed below.

- Active email address, with spam-filter settings adjusted to avoid diverting our emails from your inbox (*i.e.*, you should add us as a contact).
- Internet browser that supports 128 bit encryption such as later versions of Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Apple Safari, or Mozilla Firefox.
- Connection to the internet.
- Software that accurately reads and displays .pdf files such as Adobe Acrobat Reader.
- Personal computer, laptop computer, mobile phone, tablet, or any other device capable of connecting to the internet (collectively a “Device”).
- Operating system capable of supporting all of the software listed above.

- Printer, hard drive, or other storage device.

If you do not have this hardware and software, then you may not use the Site because you cannot provide Consent under applicable laws such as the federal Electronic Signatures in Global and National Commerce Act (“*E-SIGN*”) and similar state statutes modelled on the Uniform Electronic Transactions Act (“*UETA*”).