

## CONSENT TO E-SIGN AND ELECTRONIC COMMUNICATIONS

By clicking the “Continue” or “Agree” button on the page that presents the E-SIGN Consent link, 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 this E-SIGN Consent document, “*Consent*” means both your E-SIGN consent and your Electronic Communications consent. Please review this E-SIGN Consent for details concerning the matters listed below.

- The entities to which you give your Consent.
- 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. Entities Receiving Your Consent

In this E-SIGN Consent, the terms “*we*,” “*our*,” and “*us*” mean, collectively, the Fintechs (defined below), the Unaffiliated FIs (defined below) for which the Fintechs provide services, and any other person or entity conducting business under the brand CreditNinja® or NinjaCard® or operating on the website [www.creditninja.com](http://www.creditninja.com) or [www.ninjacard.com](http://www.ninjacard.com).

Without limiting the generality of the previous paragraph, the terms *we*, *our*, and *us* include NinjaHoldco, LLC and those subsidiaries of NinjaHoldco, LLC listed below (collectively the “*Fintechs*”), including:

- CreditNinja Lending, LLC;
- NinjaCard, LLC;
- Ninja Loan Finder, LLC;
- NinjaServicing, LLC;
- KMD Lending, LLC;
- KMD Wisconsin, LLC; and
- Financial Marketing and Servicing, LLC.

Additionally, the terms *we*, *our*, and *us* include the unaffiliated financial institutions for which the Fintechs provide services (collectively the “*Unaffiliated FIs*”). These Fintech services include:

- arranging installment loans made by
  - First Electronic Bank, an FDIC-insured, state-chartered industrial bank headquartered in Salt Lake City, Utah (“*FEB*”) and
  - CC Connect, a division of Capital Community Bank, an FDIC-insured, Utah state-chartered bank (“*CCB*”);
- acting as a credit access business (“*CAB*”) for Texas installment loans made by

- o PCAM CREDIT VI, LLC, a Delaware limited liability company (“PCAM”);
- acting as a program manager for the NinjaCard® Flexbanking™ services performed by
  - o Republic Bank of Chicago, Member FDIC (“RBC”);
- acting as a program manager for the NinjaCard® Flexline™ services provided by FEB and otherwise arranging lines-of-credit (“LOC”) made by FEB; or
- providing access to deposit accounts through RBC.

## **2. Effect and Duration of Consent**

When we make or arrange loans, act as a CAB or program manager, provide access to deposit accounts, or otherwise provide financial services to you (collectively the “Services”), 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 or deposit account disclosures). 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 FIs for which we arrange loans, act as CAB or program manager, or provide access to deposit accounts. Your Consent applies to all the identified categories of records described below that may be provided or made available during the course of our relationship with you. Your Consent will remain effective until and unless you withdraw it. As explained in the sections 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.

## **3. 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, but is not limited to, initial and annual privacy notices, loan applications, card application, loan or account approval letters and adverse action notices, loan agreements, deposit account agreements, 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.
- Truth in Savings Act and Regulation DD.

Upon the compliance date of the CFPB’s small-dollar rule (“SDR”), the term Electronic Communications specifically includes the notices we must deliver in connection with our use of a “leveraged payment mechanism” (*i.e.*, any ACH authorization, debit-card authorization, or other payment instrument that gives us access to your deposit account to make payments on a loan covered by the SDR). By signing this E-SIGN Consent, you consent to our delivering all SDR-required disclosures electronically (*e.g.*, text or email) or in electronic format (*e.g.*, .html or .pdf files). These SDR-required disclosures include but are not limited to: the initial-withdrawal notice, an unusual withdrawal notice, and the consumer-rights notice you must receive if your leveraged payment mechanism is cancelled due to two consecutive failed payments on a covered loan.

#### **4. Withdrawing Consent or Requesting Paper Communications**

You may withdraw your Consent at any time by contacting the appropriate customer service group, as listed below (collectively, the “*Customer Service Group*”). 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 the Unaffiliated FIs.

Contact our Customer Services Group, as set forth below, for financial services performed by CreditNinja Lending, LLC, Ninja Loan Finder, LLC, NinjaServicing, LLC, KMD Lending, LLC, KMD Wisconsin, LLC, or Financial Marketing and Servicing or for any other financial services delivered under the CreditNinja® brand or from the [www.creditninja.com](http://www.creditninja.com) website (*e.g.*, FEB installment loans, CCB installment loans, or PCAM Texas installment loans).

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

Contact our Customer Service Group, as set forth below, for financial services performed by NinjaCard, LLC, for deposit account services provided by RBC, and for any other financial services delivered under the NinjaCard® brand or from the [www.ninjacard.com](http://www.ninjacard.com) website (*e.g.*, Flexbanking™ provided by RBC or Flexline™ provided by FEB).

NinjaCard, Attn: Customer Service Group  
222 South Riverside Plaza, Suite 2200  
Chicago, Illinois 60606  
[support@ninjacard.com](mailto:support@ninjacard.com)  
855-646-5242 (855-NINJA42)

#### **5. Accessing Electronic Communications**

We deliver Electronic Communications by posting them to your secure online account—located at <https://www.creditninja.com> or <https://www.ninjacard.com> (collectively, your “*Account*”)—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 or card 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.

Contact our Customer Services Group, as set forth below, for financial services performed by CreditNinja Lending, LLC, Ninja Loan Finder, LLC, NinjaServicing, LLC, KMD Lending, LLC, KMD Wisconsin, LLC, or Financial Marketing and Servicing or for any other financial services delivered under the CreditNinja® brand or from the [www.creditninja.com](http://www.creditninja.com) website (*e.g.*, FEB installment loans, CCB installment loans, or PCAM Texas installment loans).

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NinjaCard, Attn: Customer Service Group  
222 South Riverside Plaza, Suite 2200  
Chicago, Illinois 60606  
[support@ninjacard.com](mailto:support@ninjacard.com)

## **6. 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*”).