

CONSENT TO CREDIT INQUIRIES AND REPORTING

By clicking the “Continue” or “Agree” button on the page that presents the Fair Credit Reporting Act (“FCRA”) Consent link, you are providing “written instructions” to us under the Fair Credit Reporting Act (“FCRA”) to obtain information from your personal credit profile or other information about you from any consumer reporting agency (“CRA”), including but not limited to EDGE, Experian/Clarity, DataX/Equifax, and FactorTrust/TransUnion. You authorize us—acting as either the lender or the arranger of a loan made by an unaffiliated lender, or providing access to a deposit account—to obtain information about you from any CRA and from any non-CRA person or company (a “non-CRA data vendor”) for the purpose of verifying your identity, income, and ability to repay, verifying the information contained in your loan, card, or deposit account application, or otherwise evaluating your creditworthiness or eligibility for the financial product you requested.

In this FCRA Consent document, “Consent” means both your authorization for us to obtain your consumer report from any CRA and your authorization for us to query any non-CRA data vendor to obtain information we need to verify your application answers or your eligibility for the product you have requested. Please review this FCRA Consent for details concerning the matters listed below.

- The entities to which you give your Consent.
- The effect and duration of your Consent.
- The permitted uses of the information we obtain from CRAs and non-CRA data vendors.
- Our treatment of an incomplete application.
- Notice that we may furnish information about your account to CRAs, including negative information such as late payments, missed payments, or default.
- Notice to California residents about their rights if they are victims of identity theft.

1. Entities Receiving Your Consent

In this FCRA 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 or 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
 - PCAM CREDIT VI, LLC, a Delaware limited liability company (“*PCAM*”);
- acting as a program manager for the NinjaCard® Flexbanking™ services performed by
 - 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. Scope and Duration of Consent

By signing this FCRA Consent, you are providing “written instructions” to us under the FCRA to obtain information from your personal credit profile or other information about you from any CRA, including but not limited to EDGE, Experian/Clarity, DataX/Equifax, and FactorTrust/TransUnion. You further authorize us to obtain information about you from any non-CRA data vendor for the purpose of verifying your identity, income, and ability to repay, verifying the information contained in your loan or card application, or otherwise evaluating your creditworthiness or eligibility for the financial product you requested.

Your FCRA authorization extends to us and to our affiliates, agents, and assigns. If you do not consummate a transaction that we make or arrange—either because the provider denies your application or you decline the product offered by the provider—then this authorization will remain in effect for 120 days so we can determine whether your qualifications have improved in the months following your application such that the provider may invite you to apply again. If you consummate a transaction that we make or arrange, then this authorization will remain in effect until you pay that transaction in full. So long as your loan, account, or other financial product we provide remains outstanding or open, you authorize us to submit inquiries to CRAs and non-CRA data vendors not only for the purpose of underwriting your loan but also for the purposes listed below.

- Verifying identity and account ownership.
- Determining your eligibility for extensions or refinances of a closed-end loan or your eligibility for a credit-limit adjustment to an open-end loan.
- Including you in future marketing campaigns and promotions.
- Improving our service quality and product offerings.
- Servicing or collecting your loan or account.
- Any other permissible purpose under applicable laws.

You acknowledge and agree that our CRA inquiries may appear on your consumer reports and may affect your credit score(s). You have the right to dispute inaccurate information contained in your consumer report by contacting the CRA directly.

Nothing in this section shall require us to extend credit to you or offer you any other financial product. But if you do obtain a loan or account from us, then you acknowledge and agree that we may report your payment performance—including negative information—to one or more CRAs.

3. Incomplete Loan Application

If you begin a loan application and fail to complete it, then the lender will deny the application for incompleteness after 25 days of inactivity. In determining whether a loan application is complete, the term “*inactivity*” means that you fail to perform a required action, fail to provide required information or documents, and fail to otherwise communicate with us concerning your incomplete application for a period of 25 days following the date you started the application.

4. Reporting

We may report information about your product transactions to consumer reporting agencies, including your failure to make scheduled or minimum payments on time. We may also respond to inquiries about our experiences with you, as permitted by law.

5. 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.

6. California Consumer Notice of Rights

The practices listed below apply if you are a victim of identity theft and you provide to a consumer reporting agency a copy of a valid police report or a valid investigative report made by a government agency describing your circumstances.

- You may request that any information listed on the report as allegedly fraudulent be blocked so that it cannot be reported. The CRA must promptly notify you if the information is blocked.
- Information may be unblocked, based upon a preponderance of evidence. The permanently blocked information shall be unblocked if the information was blocked due to a material misrepresentation of the facts by you, if you agree that the information is blocked in error, or if you knowingly obtained possession of goods, services, or moneys as a result of the blocked transactions. The CRA must promptly notify you if the information is unblocked.

For more information about the steps to take to set up an alert, credit reports, or report identity theft contact:

- Equifax: 1-800-525-6285 or www.equifax.com or P.O. Box 740256 Atlanta, GA 30374.
- Experian: 1-888-397-3742 or www.experian.com or P.O. Box 9554 Allen, TX 75013.

- TransUnion: 1-800-680-7289 or www.transunion.com or P.O. Box 2000 Chester, PA 19022-2000.

For more information about the same topics, you may also contact the specialty consumer reporting agencies used by us and the unaffiliated lenders for which we arrange loans.

- EDGE: 1-866-334-3726 or cra@edgescore.com or www.edgescore.com or 222 South Riverside Plaza, Suite 2200, Chicago, IL 60606, Attn: Information Dispute Services
- Clarity Services: 1-866-390-3118 or P.O. Box 5717, Clearwater, FL 33758, Attn: Consumer Support.
- FactorTrust: 1-844-773-3321 or P.O. Box 3653, Alpharetta, GA 30023 Attn: Consumer Inquiries.
- DataX: 1-800-295-4790 or 325 E. Warm Springs Rd., Ste. 202, Las Vegas, NV 89119, Attn: Customer Services.