

## CONSENT TO ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

*Effective as of April 1, 2020*

**This Consent to Electronic Communications and Electronic Signatures (“Consent”) contains important information about your legal rights. Please read it thoroughly and save a copy.** As used in this Consent, “**Account**” means all accounts, products or services you have with us. The words “**we**,” “**us**” and “**our**” refer to One Finance, Inc. and its affiliates, and the words “**I**,” “**you**” and “**your**” mean each holder of an Account with or through us. This disclosure covers all of your Accounts with or through us.

We must provide you with certain communications and disclosures in writing (i.e., you have a right to receive such communications on paper) pursuant to applicable laws and regulations. This information may be provided to you electronically if you agree to this Consent. We also need your general consent to use electronic signatures throughout our relationship with you. Because our Accounts are provided online and use electronic means to deliver information, you must review and agree to this Consent to obtain and use an Account. This Consent will apply to each person on your Account.

### 1. PURPOSE OF CONSENT

By agreeing to this Consent, you agree that we may use electronic delivery including delivery through our website or application on which you access your Account (together, the “Services”), delivery by email or delivery by other electronic means—of agreements, disclosures, notices and other information and communications regarding your Account, the use of our Services, our relationship with you; and such other products, services or programs that may be made available to you (collectively, the “**Communications**”). By agreeing to this Consent, you also agree that we may use electronic signatures and obtain them from you as part of our transactions with you.

Communications include, but are not limited, to the following:

- This Consent and any updates thereto;
- Agreements, disclosures, notices and other information related to the opening or initiation of an Account, including but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Gramm Leach Bliley Act, Telephone Consumer Protection Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an Account including, but not limited to account information, account activity or inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Gramm Leach Bliley Act or other applicable federal or state laws and regulations;
- Any disclosure or notice regarding any fee;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to your Account;
- Our Privacy Notice and other privacy disclosures;
- Certain tax statements or notices, such as annual IRS interest statements; and

- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

## **2. WITHDRAWING CONSENT**

You may withdraw this Consent at any time by contacting us at 1-855-830-6200 or help@onefinance.com. If you withdraw this Consent: (i) we may immediately suspend or terminate any Account you have with us; (ii) you will remain responsible for any amounts that you owe us or may come due under any such Account; and (iii) any other obligations you have under any agreements governing such Account will remain in full force and effect.

Withdrawal will not affect any Communications we provided to you prior to your withdrawal, and we will send any required further Communications to you in paper form. We will not impose any fee in connection with any withdrawal of this Consent or any Communication provided in paper form. Any withdrawal of this Consent will be effective only after we have a reasonable period of time to process your withdrawal request.

## **3. RETAINING RECORDS**

You should save any Communications you receive by printing or downloading them, for example.

Upon request, we will provide you with a paper copy of any Communication that we have provided to you electronically. If you would like a paper copy of any Communication, please make the request by contacting us at 1-855-830-6200 or help@onefinance.com. We will not charge you for a paper copy of any Communication we have sent to you electronically.

## **4. YOUR OBLIGATIONS**

### Hardware and Software Requirements

To electronically receive, view, save and print the Communications, you must have:

- a personal computer, tablet, or phone with internet access;
- a widely-used, recent-generation web browser (for example, Chrome, Internet Explorer, Safari or Firefox);
- a widely-used, recent-generation portable document file reader (for example, Adobe Reader);
- an email address that you have provided to us in connection with your Account; and
- a printer, hard drive or other storage device.

You represent that you have the hardware, software, and email capacities described above, and your ability to read this Consent demonstrates that you have the necessary hardware and software to receive Communications through our Services. You also represent that you have provided us with a current email address at which we may send you Communications.

### Updating Your Records

You must immediately notify us of any change to your email address, contact information and other information related to this Consent and your Account. You can update this information by contacting us at 1-855-830-6200 or help@onefinance.com.

## 5. PROVIDING CONSENT

You acknowledge and agree that this Consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "**ESIGN Act**"), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

This Consent does not apply to any Communication that we determine, in our sole discretion, we are required to deliver in paper form under applicable law or you should receive in paper rather than electronic form. We reserve the right, in our sole discretion, to discontinue electronic Communications with you, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**You will be asked to acknowledge your acceptance of this Consent by checking the box before you are able to continue with your application. In doing so, you are providing your affirmative consent to use electronic Communications. By checking the box, you are also confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your access device, and that you have a current email address.**