



E-SIGN CONSENT AGREEMENT

Before you agree to the terms, conditions and policies governing your use of your CreditStacks credit card account (“your account”), we need to obtain your consent to the following terms (this “Consent”). This Consent applies to your use of your account. In this Consent, the words “I,” “you” and “your” refer to each customer on an account; “we,” “us,” and “our” refer to CreditStacks, and any of its affiliates, agents, independent contractors, designees, service providers or assignees, including lead aggregators or lenders. Please read this document carefully and retain a copy for your reference.

Your Legal Rights Regarding Electronic Communications: Various laws require us to give you information in written paper form or to obtain your formal signed agreement or direction on certain matters relating to your account. We may provide certain information to you electronically and obtain certain of your agreements or account directions electronically, if we first provide you this Consent and obtain your agreement to receive this Consent and other communications electronically and to enter into agreements and submit account directions electronically.

Types of Electronic Communications You May Receive: You agree and consent to receive electronically all communications, agreements, documents, notices, statements and disclosures (each a “Communication,” and collectively the “Communications”) that we provide in connection with your account and your use of online account services. Categories of communications may include, but are not limited to, the following:

- Agreements and policies to which you agree and consent (*e.g.*, this Consent and the Online Cardholder Agreement) and updates to such agreements and policies;
- Notices, receipts and confirmations related to your account, including authorizations for consumer reports and receipt of telephonic or text messages; any notices and disclosures required by state or federal law, such as our Privacy Policy;
- Marketing information and preferences;
- Any other account and transaction notices.

Electronic Agreements and Updates: Any Communication that you accept or agree to receive electronically, or any account update you submit to us electronically, will be enforceable without your signature on a paper form.

Paper Communications: We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. We may send Communications to you in paper form because

we are legally required to do so or because we determine in our sole discretion that you should receive the Communication in paper, rather than electronic form.

Copies of Electronic Communications: You may retain a copy of any electronic Communication by using your print function or saving an electronic copy for your records. If, after you receive a Communication electronically, you would like a paper copy of a Communication previously provided to you, you may request a copy during the period we retain your account documentation by contacting us at support@creditstacks.com, or by calling our customer service department at (855) 398-1428.

We will send your paper copy to you by U.S. mail. In order for us to send you a paper copy, you must have a current mailing address on file with us. We currently do not charge a fee to send you a paper copy of any electronic Communication, but reserve our ability to do so.

Withdrawal of Consent and Termination of Electronic Access to Your Account: You can withdraw this Consent: i) by contacting us at support@creditstacks.com; or ii) by calling our customer service department at (855) 398-1428, and asking that Communications be sent to you in paper or other nonelectronic form. Your withdrawal of this Consent is effective only after we have had a reasonable period of time to act upon your withdrawal. To withdraw your consent prior to completing your application, simply exit this session prior to submitting your application; your application will not be processed.

Your Contact Information: If you give us an incorrect email address or fail to update or correct your email address, an electronic Communication will be deemed provided to you if we use the email address in our records for the electronic Communication.

Hardware and Software Requirements: In order to receive access and retain electronic Communications, you will need the following hardware and software:

- a computer, mobile device, tablet or similar device with an internet connection;
- a current web browser that includes 128-bit encryption with cookies enabled;
- a current version of a software program that can open and display PDF files (such as an Adobe Acrobat reader);

- a valid email address with email software to communicate with us electronically; and an installed printer or sufficient storage space to save, store, print or otherwise retain electronic Communications.

By giving your consent, you are confirming that you have access to the necessary software and hardware, and are able to receive, open, print, download a copy or otherwise retain a copy of any electronic Communication for your records. You are advised to retain a copy of all electronic Communications as they may not be accessible online or in paper form at a later date.

Signature and Acceptance: By clicking the “I Agree” button, you are electronically signing this Consent and accepting its terms, before you are able to continue with your application. In doing so, you are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents, and that you have an active and valid email address.