

KikOff E-Communications Disclosure

Certain laws require KikOff Lending, LLC (hereinafter, “KikOff,” “we,” “us,” “our”) to provide certain account information to you. We may provide such information to you electronically if we obtain your consent to receiving electronic communications (“E-Communications”) in accordance with this E-Communications Disclosure. You are required to consent to receiving E-Communications to establish a customer relationship with KikOff (“KikOff Account”) and/or enter into a Loan Agreement with us (“KikOff Services”).

- a. **Your Consent to Receive E-Communications.** By opening your KikOff Account and accepting this E-Communications Disclosure, you consent to receiving electronic communications, which include any disclosure, notice, agreement, statement, schedule of fees, explanation of services, inquiry responses, or any other communication regarding any account, product or service provided to you, directly or indirectly, by KikOff for the duration of your use of KikOff Services (collectively, “E-Communications”).
- b. **Email Addresses/Mobile Devices.** You agree that we may provide E-Communications to you via email, or by posting them to the KikOff website (“Website”) or delivering them you via the KikOff mobile application (“Application”). E-Communications sent via email will be delivered to the email address registered to your KikOff Account. If an E-Communication is sent via email and is returned as undelivered, we may use any other email address that we have for you, or deliver the E-Communication to you via the Application. You must notify us of any change in your email address or mobile device number by using the Customer Service function within the Application or calling (855) 916-0666. Unless otherwise required by law, you agree that any E-Communication will be deemed received by you when sent by any means set forth above.
- c. **Withdrawal of Consent.** You may withdraw your consent to receive E-Communications by contacting KikOff by using the Customer Service function within the Application or calling (855) 916-0666. The withdrawal of your consent to E-Communications may result in the immediate closing of your KikOff Account and cessation of all related KikOff Services.
- d. **Printed Copies.** You may use the Customer Service function within the Application or calling (855) 916-0666 to request a paper copy of any communication provided electronically. There will be a \$5.00 processing fee for each request for paper copies. Your request for a paper copy of any E-Communication may result in the immediate closing of your KikOff Account and cessation of all related KikOff Services.
- e. **System Requirements.** In order to properly access and retain your E-Communications you must have (i) a personal computer or mobile device (with monitor) capable of accessing the Internet, displaying visual content, and sending and receiving emails; (ii) access to a printer capable of printing copies of emails, Website or Application content for your records (if you desire paper records); (iii) sufficient computer or mobile device hard drive, or cloud-based storage capability, capable of storing data, if you wish to store E-Communications; (iv) an Internet browser that supports PCI-compliant standards, which at the time of this writing means TLS 1.2 or above for communication with the web server; and (vi) a software program that accurately displays PDF files. For E-Communications provided in PDF format, Adobe Acrobat Reader 6.0 or later versions is required, a free copy of which may be obtained from the Adobe website at www.adobe.com. If any of the above system requirements change, and we believe that such change may create a material risk that you will be unable to access E-Communications, KikOff will notify you of the new hardware/software requirements.