

# Electronic Communications Agreement

Please read this agreement carefully and print or download a copy for your files.

This Electronic Communications Agreement ("Disclosure") applies to all communications regarding products and services ("Services") provided by Candi Holdings, Inc dba "Onuu" and our affiliates, bank partners, service providers ("Onuu", "we", or "our") and your use of our website (<https://www.onuu.com>) (the "Website"). This Disclosure supplements and is to be construed in accordance with the Onuu Terms of Use available at <https://www.onuu.com/terms-of-use> and any relevant terms contained in the Onuu Membership Agreement and any Account Agreements as applicable. "Communication" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, privacy policies, payment authorizations and receipts, and all other information we communicate to you in connection with the Services or related products, including but not limited to information that we are required by law to provide you in writing.

In connection with the Services, we are required by law to provide you with certain Communications in writing. Without your consent, we are not permitted to provide those Communications to you electronically. The Services are intended for use only by persons who are willing and able to receive Communications electronically, exclusively through the Website, push notification, SMS message, or via electronic mail ("E-mail"). If you do not agree to receive the Communications described herein in electronic, and not paper form, you may not open an Account. Similarly, if after providing your consent hereunder, you withdraw such consent, your Account will be closed and you will not be permitted to use any other Services.

## 1. Scope of Communications to Be Provided in Electronic Form.

When you use a Service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account, including e-statements, account histories, or other periodic statements;
- Change-in-terms related to your Account;
- Privacy policies and notices;
- Responses to claims filed in connection with your Account;
- Payment authorizations, confirmations, and receipts;
- All other Communications between us and you concerning your Account and any related transactions, products or services.

## 2. Method of Providing Communications to You in Electronic Form.

Communications that we provide to you in electronic form will be provided either (1) via E-mail; (2) by access to a web page that is designated in an E-mail notice sent to you at the time the information is available; or (3) via SMS message and push notification. You will not receive a notification when your statement is available to be viewed. You are responsible for retrieving the statements from the Website.

## 3. How to Withdraw Consent.

You may exercise your right to withdraw your consent to receive Communications in electronic form at any time by writing to us at Candi Holdings, Inc., d/b/a Onuu, 3006 Wilton Cliff Dr., Cedar Park, TX 78613. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request. If you withdraw your consent we will close your Account or limit your access to your Account and the Services. You agree to repay any amounts you owe us on your Account. If applicable, we will mail you a refund check for any remaining funds

deposited in your Account, in accordance with the terms of the Account Agreements. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

#### **4. How to Update Your Records.**

It is your responsibility to provide us with a true, accurate and complete email address, contact, and other information related to this Disclosure and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your email address) by emailing [support@onuu.com](mailto:support@onuu.com). We are not responsible for any delay or failure in your receipt of the Communications that is not caused by our failure to send such Communication to the contact information you provided to us. We will not assume liability for any delay or failure in your receipt of Communications in the event that your mobile phone number, E-mail address or other information we have on file for you is invalid; your E-mail service provider, mobile carrier, or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity or software; or for other reasons beyond our reasonable control.

#### **5. Hardware and Software Requirements.**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A working mobile telephone number that can receive SMS messages;
- Sufficient storage space on your mobile device or personal computer to save Communications we send, and/or the ability to print the Communications from the device or computer on which you view them;
- Access to an active email account with an Email service provider, and if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must permit messages from the onuu.com domain in your spam filter;
- Access to the internet or mobile connectivity; AND
- A current version of a program that accurately reads and displays PDF files (e.g., Adobe Acrobat Reader).

We may update these requirements as necessary to preserve the ability to receive electronic Communications. We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic Disclosures. Continuing to use the Services after receiving notice of the change is the reaffirmation of your Consent.

#### **6. Requesting Paper Copies.**

We may, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us at [support@onuu.com](mailto:support@onuu.com) during normal business hours. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization.

#### **7. Communications in Writing.**

All Communications in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

#### **8. Federal Law.**

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

## **9. Termination/Changes.**

We reserve the right, at our sole discretion, to discontinue the provision of your electronic Communications, 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.

## **10. Consent.**

By agreeing to this Electronic Communications Agreement, you give your affirmative consent to our provision of electronic Communications to you as described herein. You understand and agree that your electronic signature or acceptance has the same force and effect as a signature given in ink. You further agree that your mobile device or other device you will use to receive, view, store, and/or print Communications satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address and mobile telephone number at which we may send electronic Communications to you. If you do not provide your consent and agreement, you may not use the Services and must discontinue your use of the Services immediately.