



CONSENT TO ELECTRONIC DISCLOSURES

THIS E-SIGN CONSENT (“Consent”) CONTAINS IMPORTANT INFORMATION about the legal relationship between you and FORTIFI FINANCIAL, INC., and/or its subsidiaries, affiliates, successors and/or assigns, as applicable (“we,” “us,” “our,” or “FortiFi”). “You,” “your” or “Customer” refers to any individual who engages in financing offered by FortiFi. This Consent is written in English, and to the extent any translated versions of the Consent conflict with the English version of the Consent, the English version shall control.

READ THIS CONSENT IN FULL. BY EXECUTING THIS CONSENT, YOU ARE AGREEING TO EXECUTE DOCUMENTS AND CONTRACTS USING ELECTRONIC SIGNATURES AND, WHERE AVAILABLE BY LAW, ELECTRONIC NOTARIZATIONS AND TO FOREGO UTILIZING PEN-AND-INK SIGNATURES ON PAPER. ADDITIONALLY, UNDER THIS CONSENT, YOU ARE AGREEING TO RECEIVE COMMUNICATIONS AND DOCUMENTATION ELECTRONICALLY AND NOT ON PAPER.

1. Your Legal Rights:

You acknowledge and agree that your 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 (“E-SIGN”), and that you and we both intend that E-SIGN applies to our relationship to the fullest extent possible to validate our ability to conduct business with each other by electronic means.

2. Types of Electronic Communications You Will Receive:

You understand and agree that we may provide documents to you in electronic format and forego paper copies of documents, agreements, disclosures, notices, and other information and communications regarding your account(s), services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, “Communications”). Such Communications may include, but are not limited to:

- This Consent and any updates to this Consent;
- Updates to agreements and disclosures, notices, and other materials and information regarding transactions;
- Communications required to be provided to you by law, including adverse action notices, disclosures and information about your participation in Property Assessed Cleaning Energy financing, servicing of your participation, or notifications regarding changes in servicing of your participation (if any);
- Online privacy notices and policies, consumer privacy notices and other privacy statements or notices (by posting such notices on our website);



- Certain tax statements or notices that we may be legally required to provide; and
- Certain information or forms that we request from you and ask you to submit electronically, such as tax documentation, W-9 forms, or other agreements.

3.Types of Communications You Will Receive in Paper Form:

We will not furnish paper copies unless you request them, except where we determine, in our sole discretion, we are required to deliver in paper form under applicable law or where we determine that you should receive Communications in paper rather than electronic form. If we determine paper copies should be provided, we will also determine, in our sole discretion, whether to deliver paper copies to you in-person, to mail them to your primary physical mailing address appearing in our records, or otherwise deliver them as required by law or any applicable governing agreement.

4.Obtaining Paper Copies:

You may request a paper copy of any legal document or required disclosure provided electronically by calling 1.858.345.2000, by e-mailing customerservice@fortifi.com, or by mailing a written request to FortiFi Customer Service, 12770 High Bluff Dr., Suite 260, San Diego, CA 92130. We reserve the right to charge a reasonable price to provide the paper copies that you request.

5.Hardware and Software Requirements:

You must have access to hardware and software that meets the minimum standards necessary in order to view and retain the electronic records we are providing. By agreeing to accept electronic documents, you understand and agree that you meet the following minimum requirements (which are subject to change):

Internet access, a Current Version of an internet browser we support, and an active email address;

A Current Version of a PDF reader (you can visit <https://get.adobe.com/reader/> to download the latest version of Adobe);

A printer or other storage device; and

An active email address.

You must have a computer or handheld device using a Current Version of an operating system capable of supporting all of the requirements described above. By “Current Version”, we mean a version of the software currently supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for our use of electronic Communications.



If Communications sent to you by e-mail reference certain websites containing terms and conditions, you agree that you will review the content and that providing you with the website address constitutes provision of those terms and conditions via electronic means. We recommend that you print or download a copy of this Consent and all other Communications we furnish and retain them in a secure place.

6.Updating Your Contact Information:

You agree to maintain a valid e-mail address. If your e-mail address or other contact information changes, you agree to contact us immediately by telephone at 1.858.345.2000 or by e-mail to info@fortifi.com.

7.How to Withdraw Your Consent:

You may withdraw your consent by telephone by calling 1.858.345.2000, by e-mailing customerservice@fortifi.com, or by mailing a written request to FortiFi Customer Service, 12770 High Bluff Dr., Suite 260, San Diego, CA 92130. You will not be charged a fee for withdrawal of your consent. We reserve the right, in our sole discretion, to terminate or change the terms and conditions on which we provide your account information electronically. We will provide you with notice of such changes as required by law. If you decide to withdraw your consent, that withdrawal will not affect the validity and enforceability of electronic documents that you executed or electronic communications provided to you before your withdrawal of consent.

ELECTRONIC SIGNATURES ARE BINDING AND ENFORCABLE. ELECTRONIC SIGNATURES DO NOT RELIEVE YOU FROM COMPLIANCE WITH THE TERMS OF A CONTRACT, INCLUDING BUT NOT LIMITED TO YOUR RESPONSIBILITY TO MAKE PAYMENTS DUE ON YOUR PROPERTY SUBJECT TO PROPERTY ASSESSED CLEAN ENERGY FINANCING.