

SUNLIGHT FINANCIAL
E-SIGN DISCLOSURE AND AGREEMENT
ACH AND CARD PAYMENT SERVICES TERMS AND CONDITIONS

Effective August 1, 2020
Version 1.0

Please take this opportunity to review the following disclosures and information about accessing and using the ACH and Card Payment Services (the “Services”) offered by Sunlight Financial LLC (“Sunlight”, “we,” “us,” or “our”) from your home improvement contractor or solar installer (“Contractor”) through Sunlight’s technology portal provided online or via a mobile device (the “Portal”). This document does not apply to loans facilitated by Sunlight. If you are under the age of 18, you are not allowed to use the Services.

E-SIGN Disclosure and Agreement for the Services

You are considering the purchase and installation of a residential solar energy system or the completion of a home improvement project (in either case, the “Project”). The Contractor for the Project and Sunlight want to ensure you have all of the information you need to effectively manage your payment(s) via the Services. We are required by law to give you certain information “in writing,” which means you are entitled to receive it on paper; however, we are permitted to instead provide some of this information to you electronically with your prior consent. This E-SIGN Disclosure and Agreement for the Services (this “E-SIGN Agreement”) describes how Sunlight communicates with you electronically, provides additional detail about the Electronic Communications (as that term is defined below) that we provide you, and sets out hardware and software requirements for receiving these Electronic Communications. Please review this E-SIGN Agreement as it applies to Electronic Communications and will be effective until expressly withdrawn by you.

Applicability of Consent

This E-SIGN Agreement applies to your use of the Services.

Electronic Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “Electronic Communications”) that we provide in connection with the Services. Electronic Communications include but are not limited to: (a) agreements and policies you agree to (i.e., the Sunlight ACH and Card Payment Services Terms and Conditions attached hereto and the Sunlight Privacy Policy available at <https://sunlightfinancial.com/sunlight-privacy-policy.pdf>), and all updates to these agreements; (b) transaction summaries, confirmations or other information; and (c) customer service communications. We may provide these Electronic Communications to you by posting them on the Portal or Sunlight’s website at www.sunlightfinancial.com, or by emailing them to you at the primary email address you most recently provided to Sunlight. Electronic Communications available online will be viewable using browser software or .pdf files and will be printable, but may also be emailed to you upon request.

Receipt of Electronic Communications; Contact Information

Electronic Communications will be deemed received by you within 24 hours of when such Electronic Communication is posted or sent to you. You agree that if Sunlight sends you an Electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Sunlight will be deemed to have provided the Electronic Communication to you at the time of sending. If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add Sunlight to your email address book so that you can receive Electronic Communications by email.

Required Hardware and Software

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining records of all Electronic Communications. By accepting this Agreement, you represent and confirm that you have and will maintain all hardware and software necessary to receive, open, view, download and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you. You must have: (a) a valid email address submitted to Sunlight; (b) a computer, mobile device, tablet or similar device with Internet access and current browser and computer software that is capable of receiving, accessing, displaying, and either printing or storing Electronic Communications received from us; and (c) sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We will notify you if there are any material changes to the hardware or software needed to receive or maintain Electronic Communications from us. You may print or save a copy of these Electronic Communications for your records as they may not be accessible online at a later date.

You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, or for any virus or other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet service provider.

Additional Copies

Additional copies of any Electronic Communication may be provided to you without charge by sending an email to Sunlight at support@sunlightfinancial.com and setting forth in the body your email address, full name, mailing address, phone number and request to receive specified Electronic Communication(s) or all Electronic Communications previously provided by email or executed electronically. You may also request paper copies of any Electronic Communication by emailing Sunlight at support@sunlightfinancial.com; however, Sunlight reserves the right to assess a reasonable fee for providing such paper copies.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive Electronic Communications by sending an email to Sunlight at support@sunlightfinancial.com and setting forth in the body your email address, full name, mailing address, phone number and request to withdraw consent. If you fail to provide your consent to this E-SIGN Agreement, or if you withdraw your consent to receive Electronic Communications, Sunlight reserves the right to charge you additional fees for paper copies.

Federal Law; Termination and Changes

You acknowledge and agree that your consent to receive Electronic Communications 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 Act”), and that you and Sunlight both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in 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, provided that we will provide you with notice of any such termination or change as required by law.

Consent

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records (including without limitation the Electronic Communications), and that you have an active email address for use. This consent applies to your use of the Services.

Agree or Decline

If you use the Services in the Portal you are agreeing to receive disclosures electronically as stated in this E-SIGN Agreement and you are agreeing to the Sunlight ACH and Card Payment Services Terms and Conditions.

If you DO NOT want to consent to electronic delivery of disclosures,

PLEASE EXIT THE PORTAL NOW.

If you use the Services in the Portal, your actions evidence your consent to electronic delivery of disclosures and the following Sunlight ACH and Card Payment Services Terms and Conditions.

SUNLIGHT ACH AND CARD PAYMENT SERVICES
TERMS AND CONDITIONS

Effective August 01, 2020
Version 1.0

PLEASE READ THE FOLLOWING SUNLIGHT ACH AND CARD PAYMENT SERVICES TERMS AND CONDITIONS (THESE “TERMS”) CAREFULLY. THEY GOVERN YOUR ACCESS TO AND USE OF THE ACH AND CARD PAYMENT SERVICES (“SERVICES”) OFFERED BY SUNLIGHT FINANCIAL LLC THROUGH ITS TECHNOLOGY PORTAL ONLINE OR VIA A MOBILE DEVICE (“PORTAL”). DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SERVICES IN ANY WAY CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS, AS THEY MAY BE AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT USE OR ACCESS THE SERVICES.

THESE TERMS ARE BETWEEN YOU AND SUNLIGHT FINANCIAL LLC. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS THE SERVICES. OTHERWISE, YOUR ACCESS OF THE SERVICES AND YOUR AGREEMENT TO THESE TERMS MEANS YOU HAVE ACCEPTED ALL OF THESE TERMS.

1. What These Terms Cover. These Terms are entered into between you and Sunlight Financial LLC and its affiliated home improvement and solar installation companies or contractors (each, a “Contractor” and, together with Sunlight Financial LLC, “Sunlight,” which may be referred to as “we,” “us,” or “our”) and govern your access to and use of the Portal. The terms “User” and “you” refer to you. You must accept these Terms before you can use the Services. These Terms will be available for you to view at all times on the Sunlight Website at www.sunlightfinancial.com. Sunlight may modify or amend these Terms at any time in accordance with Section 13 below.

2. Description of the Online Services. Sunlight allows your Contractor to use most computers, tablets, or mobile devices to offer and conduct mobile payment transactions with their consumer customers on the Portal.

3. Eligibility to Use Sunlight’s Services. By entering into these Terms you represent that:

- a. You are at least 18 years of age and have the right, power and authority to enter into these Terms.
- b. All information provided by you to Sunlight is correct and current.
- c. You and the transactions you enter into using the Portal comply, and will continue to comply, with all applicable laws and regulations.
- d. You will not use the Portal in connection with any fraudulent or illegal activity or in any manner which interferes with the operation or any other party’s use of the Services.

- e. You will use the Services only in compliance with these Terms.
- f. You will promptly notify us if you discover or otherwise suspect any security breach or security compromise relating to your use of the Services.
- g. You will take responsibility for all activities that occur during or in connection with your use of the Portal and Services, and you accept all risk of unauthorized access or use thereof.

4. Sunlight Payment Method Information; Accuracy of Information; Responsibility for Payment Methods. You understand that to complete a payment transaction on the Portal, you will be asked to provide your name and certain other personal information, which may include, but may not be limited to, first and last name, billing address, CVV, zip code, valid email address, and telephone number.

You will have the capability to use only one Payment Method (as defined below) for each transaction on the Portal, but may store information for multiple Payment Methods. You certify that all information you provide, including Payment Method account information, is accurate and complete. If you need to make any changes to your payment information, you must contact your Contractor or Sunlight in one of the following ways:

Email:	support@sunlightfinancial.com
Telephone:	(888) 850-3359
Physical mail:	Sunlight Financial LLC 101 N. Tryon Street Suite 1000 Charlotte, NC 28246

5. Accepted Payment Methods. For payment transactions on the Portal, you may use any valid credit or debit card accepted by Sunlight, or you may authorize an electronic funds transfer from your bank account (each, a “Payment Method”). Sunlight may, at any time, change or update the list of acceptable Payment Methods. Sunlight is not a bank and does not offer banking services, nor does Sunlight offer money service business services or money transmission services, as each of the foregoing services are defined by the United States Department of Treasury and under applicable law. Sunlight will comply with all applicable law with regard to its Services. Sunlight is not responsible for the processing of any payment you initiate with your Contractor through the Portal.

6. Privacy Policy. The information you provide to Sunlight, including your personal information, is subject to the terms of Sunlight’s Privacy Policy, which is available at <https://sunlightfinancial.com/sunlight-privacy-policy.pdf>. Our Privacy Policy applies to personal information collected from or provided by you through the Services.

7. Authorization to Charge Payment Method. By inputting your Payment Method into the Portal, you authorize Sunlight to charge to your Payment Method for your transaction. In accordance with your cardholder or other agreement governing your Payment Method and the terms of service you have entered into with your financial institution or other third-party payment

provider (including, but not limited to, your debit card, credit card, bank account or other Payment Method account), you agree that you are responsible for any payment transactions on the Portal. If you make claims to us of unauthorized, unrecognized or otherwise alleged fraudulent Payment Method account or transactions, your claim is equivalent to reporting a financial crime to law enforcement. Individuals found to be associated with a fraudulent Payment Method account or Services transactions can be prosecuted to the fullest extent of the law.

8. Illegal or Unauthorized Use of Your Payment Method. Sunlight reserves the right, without liability, to prevent you from using the Services in the event Sunlight believes a transaction is unauthorized or has been made in violation of these Terms or applicable laws or regulations. If Sunlight believes, in its sole discretion, that a transaction linked to your account is unauthorized or illegal, you give Sunlight express authorization to: (a) share relevant information related to the use of the Portal, including transaction information and your personal information; (b) take necessary steps to detect or respond to instances of potential or actual fraud or other illegal activities; (c) respond to any law enforcement agency’s request for information or cooperation in an investigation; and/or (d) respond to judicial process or other valid government investigation process.

9. Obtaining a Refund. If you desire a refund for any reason, please contact your Contractor who will process the refund. If your request is approved, please allow at least four (4) weeks for any refund to be processed. Refund times may vary based on your Payment Method.

10. Proof of Identity. Sunlight reserves the right, in its sole and absolute discretion, to require proof of identity (in a form acceptable to Sunlight): (a) for the purposes of verifying the legitimacy of any transaction and/or other information; and/or (b) for any other reason we deem necessary, in our sole and absolute discretion, for purposes of fulfilling an order in accordance with our interpretation of these Terms.

11. User Permission for Autodialed Calls, Prerecorded Calls, Text Messages, and E-Mail. You grant Sunlight express consent to send you autodialed and/or prerecorded message calls and text messages from Sunlight, and third-party providers acting on Sunlight’s behalf, to any mobile telephone number you provide to Sunlight, regardless of your registration of your mobile device number on any state or federal “do not call” registry. Your express permission applies to calls and messages made for account management purposes regarding payment transactions via the Portal and the Services. For example, we may call or send you a message if your Payment Method has been declined or to remind you that a payment is due. By providing your email address to Sunlight, you agree that Sunlight, your Contractor and those third-party providers acting on Sunlight’s behalf may email you information related to the Services. With regard to any text messages or emails relating to the Services, Sunlight will not include any full Payment Method account numbers, access codes, or similar non-public personal information.

12. Customer Service. For any customer service issues related to your use of the Services, please contact us in one of the following ways:

Email:	support@sunlightfinancial.com
Telephone:	(888) 850-3359
Physical mail:	Sunlight Financial LLC

101 N. Tryon Street
Suite 1000
Charlotte, NC 28246

For your protection, do not include your Payment Method account information (such as credit card or debit card or bank account information) when emailing Sunlight.

13. Modification. Sunlight may, in its sole discretion, change, modify or amend these Terms at any time and will generally provide you prior notice of such change by electronic communication in accordance with the terms of your E-SIGN Agreement. Such changes for which prior notice is given will become effective after being posted or sent to you in the manner set forth in your E-SIGN Agreement. However, Sunlight reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Services without prior notice (e.g. to prevent fraud, to comply with applicable law, etc.) Your continued use of the Services after the effective date of any such changes made by Sunlight, with or without prior notice, will constitute your acceptance of the relevant changes. In the event you do not agree with any such changes, your sole and exclusive remedy is to terminate your use of the Services.

14. Termination. You may terminate these Terms and your use of the Services at any time by terminating your current transaction or any future transactions. Sunlight may terminate these Terms by terminating your access to the Services at any time and for any reason, in its sole and absolute discretion without liability. Upon termination of these Terms and your use of the Services the rights granted to you under these Terms will immediately end and you must immediately stop using the Services. Upon termination, you will remain liable for all payment transactions initiated prior to the time of termination. Sunlight will not be liable to you or any third party for compensation, reimbursement, or damages arising in connection with your use of the Services or in connection with the termination or suspension of your use of the Services.

15. Force Majeure. Sunlight shall have no liability for any failure or delay resulting from conditions beyond the reasonable control of Sunlight, including but not limited to any industrial dispute, acts of war, governmental action, acts of terrorism, acts of God, pandemic, epidemic, labor conditions, power failures and Internet or mobile network disturbances.

16. Disclaimer of Warranties.

16.1 Disclaimer of Sunlight Warranties. THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUNLIGHT MAKES NO REPRESENTATIONS AND DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-

INFRINGEMENT. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

16.2 *Disclaimer of Warranties Related to Third Parties.* SUNLIGHT DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY OR LIABILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SERVICES.

17. Limitation of Liability.

UNLESS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL SUNLIGHT OR ANY OF ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES OR AGENTS (THE “SUNLIGHT PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH THE USE, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES OR PORTAL. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED DAMAGES ARE BASED ON A CLAIM OR ACTION IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF DUTY, INDEMNITY, CONTRIBUTION OR OTHERWISE, EVEN IF THE SUNLIGHT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. UNLESS OTHERWISE PROVIDED FOR IN THESE TERMS, IN NO EVENT SHALL THE SUNLIGHT PARTIES’ TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THESE TERMS AND THE USE OF THE SERVICES OR PORTAL EXCEED THE TOTAL DOLLAR VALUE OF THE INDIVIDUAL PAYMENT TRANSACTION GIVING RISE TO SUCH LIABILITY. Some jurisdictions do not allow the limitation of liability in contracts with consumers, so some or all of these limitations of liability may not apply to you.

18. Indemnification.

You will indemnify, defend and hold harmless the Sunlight Parties from and against any and all actual or alleged claims, demands, causes of action, debts, losses, liabilities, damages, judgments, settlements, tax assessments, penalties, interest, and expenses, including reasonable attorneys’ fees and court costs, arising out of, related to, or which may arise from, directly or indirectly: (a) your use of the Services or the Portal; (b) your actual or alleged breach of or non-compliance with any of these Terms; or (c) your negligence or violation or alleged violation of any federal or state law, rule or regulation.

Sunlight reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

19. Governing Law; Dispute Resolution; Jurisdiction; Venue; Jury Waiver.

These Terms and any claim, action or dispute arising hereunder will be governed by the laws of the State of New York, without regard to its conflicts of law principles. In addition, we are subject to certain federal and state regulations and we must comply with these laws, regulations and rules.

You agree that if there is any inconsistency between these Terms and any applicable law, regulation or rule, these Terms will prevail to the extent any such law, regulation or rule may be modified by agreement.

YOU AND SUNLIGHT (A) IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK COUNTY, NEW YORK, IN ANY ACTION ARISING OUT OF THESE TERMS OR USE OF THE SERVICES OR PORTAL, (B) AGREE THAT ALL CLAIMS IN ANY ACTION MAY BE DECIDED IN EITHER COURT, AND (C) WAIVE, TO THE FULLEST EXTENT THAT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM. YOU AND SUNLIGHT, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THESE TERMS OF USE OF THE SERVICES OR THE PORTAL TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. NEITHER YOU NOR SUNLIGHT WILL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

20. Miscellaneous.

20.1 **Notice.** In addition to the Electronic Communications authorized in the E-SIGN Agreement, any questions, complaints, or claims regarding the Services may be made online, by telephone or by regular mail to:

Email:	support@sunlightfinancial.com
Telephone:	(888) 850-3359
Physical mail:	Sunlight Financial LLC 101 N. Tryon Street Suite 1000 Charlotte, NC 28246

20.2 **Entire Agreement.** These Terms represents the parties' entire understanding with respect to the subject matter contained herein and supersedes and cancels all prior written or oral contracts, agreements and understandings of the parties with respect to the subject matter of these Terms.

20.3 **Survival.** The provisions of these Terms which are expressly, or by implication, intended to continue in force notwithstanding the termination of these Terms or your termination of use of the Services for any reason, will survive termination or expiration of these Terms.

20.4 **No Waiver; Severability.** The failure of Sunlight to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be removed to the minimum extent necessary and the remainder of these Terms shall remain in full force and effect.

If you DO NOT agree to the Sunlight ACH and Card Payment Services Terms and Conditions,

PLEASE EXIT THE PORTAL NOW.