Electronic Communication Policy

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

This Electronic Communications Policy ("**Disclosure**") applies to all communications for products and services offered or accessible through the Bella Loves Me LLC mobile app, website and social media pages (the "**Services**"). This Disclosure supplements and is to be construed in accordance with the Terms and Conditions you received with any product, account or Service you signed up for when you became a Bella user.

"Bella", "we", "us", or "our", refers to Bella Loves Me LLC. "nbkc" means nbkc Bank, a bank chartered under the laws of the state of Kansas and member of the FDIC. "You" and "your" mean the person or persons identified on any account(s) signed up for through our Services. "Communication" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, privacy policies and all other information in connection with your use of any Account(s) or related products and services, including but not limited to information that we are required by law to provide you in writing.

If you do not agree to the legally required notices and communications described herein in electronic and not paper form, then you should not use the Services and you may not open an Account(s). The Services and any Account(s) are intended for use only by individuals who are able and would like to receive notices and communications exclusively through electronic means such as in-app messages, text messages and email. Similarly, if after providing your consent hereunder, you withdraw such consent, we reserve the right to terminate your Bella Account(s) and your participation in our Services.

- 1. Scope of Communications to Be Provided in Electronic Form. When you use our Services or any Account(s) you agree that we may provide you with any Communications in electronic format, to the extent allowed by law, and that we are not required to send paper Communications to you. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - a. All legal and regulatory disclosures and communications associated with your Account(s), including e-statements or other periodic statements;
 - b. Change-in-terms related to our Services or your Account(s);
 - c. Privacy policies and notices;
 - d. Responses to claims filed in connection with your Account(s);
 - e. Notices regarding insufficient funds or negative balances; and
 - f. All other communications between us and you concerning our Services, your Account(s) and any related transactions, products or services.
- 2. Method of Providing Communications to You in Electronic Form. All communications that we provide to you in electronic form will be provided (1) through

our mobile app, (2) via text or SMS message (or other messaging channels such as RCS, Apple Business Chat, or Google My Business), (3) via email, or (4) by accessing our website.

- 3. How to Withdraw Consent. You may exercise you right to withdraw your consent to receive Communications in electronic form by contacting us via the messaging and communications service within our mobile app. If you withdraw your consent, we will close your Account(s), notify nbkc, and facilitate a refund check for any amount remaining balance(s) in your Account(s) in accordance with the terms of your Non-Interest Bearing Deposit Account Agreement with nbkc. 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(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) in our mobile app. We are not responsible for any delay or failure in your receipt of the Communications if we send the Communications to the last email address you have provided to us or you stop using our mobile app.
- 5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

1. A mobile device running on the below versions, or a personal computer capable of running a current version (a version currently supported by the publisher) of one of the below compatible browsers:

- i. Internet Explorer.
- ii. Firefox.
- iii. Safari.
- iv. Chrome.
- v. an Apple iPhone or iPad running iOS.
- vi. an Android phone or tablet running Android.
- 2. AND access to an active email account with an email service provider.
 - 6. **Requesting Paper Copies.** We will not send you a paper copy of any Communication; however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

- 7. **Communications in Writing.** All Communications in either electronic or paper format 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 checking "I've read and accepted" or similar language when presented with this Disclosure, you adopt the check as your electronic signature and you give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your mobile device or computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

This Disclosure is effective November 14, 2020