

We suggest you read this document and print a copy for your reference.

Note: This Electronic Communication Disclosure ("Disclosure") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with the CARD Premium Bank Account by Pathward®, the Savings Account, and any related products and services including Optional Overdraft Protection ("Communications"). This Disclosure supplements and is to be construed in accordance with the terms contained in the Deposit Account Agreement ("**Agreement**") you received from Pathward. The words "**we**," "**us**," and "**our**" refer to Pathward, the issuer of the Premium Bank Account and the Savings Account. The words "**you**" and "**your**" mean you, the individual(s) identified on the Account(s). As used in this Disclosure, "**Account(s)**" means the Premium Bank Account you have with us and the Savings Account you have with us if applicable.

1. Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Premium Bank Account, the Savings Account and any related products and services;
- Your Deposit Account Agreement;
- Notices about a change in the terms of your Deposit Account Agreement;
- Privacy policies and notices;
- Error Resolution policies and notices;
- Responses to claims filed in connection with your Account(s); and
- Notices regarding insufficient funds or negative balances

2. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided in the Online Account Center and in the mobile app⁶.

3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by emailing customer service at supportDDA@card.com. If you do, we will terminate your account and your access to any and all related products. We will mail you a refund check for any amount remaining in your account(s). If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Communications in electronic form. 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 e-mail address, your contact information, 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 e-mail address) by logging into your account online or in the mobile app⁶ and updating your information on the Profile page.

5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

To access Online Services and electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier.

- To access Online Services and electronic documents at www.card.com, you will need a mobile browser that is compatible with and supported by your operating system (i.e. Chrome or Safari).
- To access Online Services and electronic documents through our mobile banking application, you will need to download the (Card Program) mobile application at your respective app store.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).

To access Online Services and electronic documents on a traditional computer, you will need:

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple Macintosh) or higher.
- an Internet browser that supports 256-bit encryption, which requires Windows 2000 or later version running either Internet Explorer version 6.0 or higher or Firefox version 3.0 or higher, or Macintosh OSX 10.2 or higher running Safari web browser. Your access to this page verifies that your browser and encryption software/device meets these requirements;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- an active e-mail account with an Internet service provider and e-mail software;
- a personal computer (for PC's: Pentium 120 MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor: 120-MHz Base or higher), operating system and text formatted email or by access to our web site using one of the browsers specified above;
- Adobe Reader version 9.0 or higher

We may update these requirements as necessary to preserve the ability to receive electronic Communication. If there is a substantial change in these requirements, you will be notified of the requirement changes accordingly.

6. Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by calling customer service at (844) 227-3602. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to this authorization. See the fee schedule in your Agreement for details about this service charge. 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 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 the federal Electronic Signatures in Global and National Commerce 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, 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. We will provide you with notice of any such termination or change as required by law.