

# Electronic Communications Agreement

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**The following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”). In order to open The CARD.com Visa® Prepaid Card or The CARD.com Prepaid Mastercard® (the “Prepaid Card Account”) electronically, you must acknowledge receipt of these disclosures, agree that you have read the disclosures and provide your consent to the electronic delivery of all Communications.**

This Electronic Communications Agreement (“**E-sign Agreement**”) applies to all Communications for those products and services offered or accessible through [www.card.com](http://www.card.com). This E-sign Agreement supplements and is to be construed in accordance with the terms and conditions contained in the Cardholder Agreement you received when you obtained your Prepaid Card Account.

The Prepaid Card Account is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means. If you do not agree to have us provide you with the legally-required notices and communications described herein in electronic and not paper form, then you may not participate in the Prepaid Card Account program. Similarly, if after providing your consent hereunder, you withdraw such consent, we reserve the right to terminate your Prepaid Card Account and your participation in the Prepaid Card Account program.

**"We," "us," "our", and "Issuing Bank"** refer to Central Bank of Kansas City. **"You" and "your"** mean you, and the individual(s) identified on the Prepaid Card Account. **"Communication"** means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information in connection with the Prepaid Card Account or related products and services, including but not limited to information that we are required by law to provide to you in writing. **"Access Device"** means any electronic device you use to access mobile or online services or to view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer, or a mobile device such as a tablet computer or a smartphone.

**1. Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this E-Sign Agreement 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 Prepaid Card Account and any related products or services;
- Your Cardholder Agreement and any notices about a change in the terms of your Cardholder Agreement;
- Privacy policies and notices;
- Error Resolution notices;
- Responses to claims filed in connection with your Prepaid Card Account;
- Notices regarding insufficient funds or negative balances; and
- All other communications between us and you concerning your Prepaid Card Account 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 either (1) (1) via posting to our website at [www.card.com](http://www.card.com), or (2) via e-mail, (3) by SMS text message<sup>1</sup> and App Push Notifications messages<sup>1</sup>, if you have provided your consent separately to receive communications via SMS text message or App Push Notifications. You will be notified when a Communication or updated agreement pertaining to the Prepaid Card Account is available. It is your responsibility to check these sources regularly for Communications and to check for any updates to the E-sign Agreement.

**3. How to Withdraw Consent.** You may withdraw your consent to receive electronic Communications at any time, by contacting us at PO Box 124, Dell Rapids, SD 57022. We reserve the right to restrict or terminate your access to any and all related products if you withdraw your consent to receive electronic Communications. If your Prepaid Card

Account is closed as a result, we will mail you a refund check for any amount remaining in your Prepaid Card Account. 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, contact, and other information related to this E-Sign Agreement and your Prepaid Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by logging into our website at [www.card.com](http://www.card.com), via our mobile app, or by contacting us at 866-345-3520. 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.

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

The format of the electronic documents may vary based on your Access Device. For example, documents are typically presented in a .pdf format on a traditional computer while documents accessed on a mobile device are typically presented natively within the application. By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

**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](http://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 change, you will be notified of the requirement changes accordingly.

**Changes to system requirements:**

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 documents. Continuing to use our mobile and online services after receiving notice of the change is the reaffirmation of your consent to this E-Sign Agreement.

**6. Requesting Paper Copies.** Generally, we will not send you a paper copy of any electronic Communication, unless requested by you. If you request a paper copy, you acknowledge that we reserve the right to charge you a reasonable fee, if applicable, for the production and mailing of paper versions of any Communication sent in electronic format. To determine if a fee applies, please consult Schedule A for all applicable fees. To request a paper copy of an electronic Communication, contact us at 866-345-4520, or email us at support@card.com. Additionally, 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.** You accept electronic Communications provided by us as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you "in writing" or in a form that you may keep. You should print or download for your records a copy of this E-Sign Agreement and any other electronic 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 (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, 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.

**10. Consent.** By clicking the box corresponding to the Electronic Communications Agreement on the application submission page, you adopt the check as your electronic signature and you acknowledge receipt of the E-Sign Agreement and further acknowledge that you have read the E-Sign Agreement; you affirmatively consent to the electronic receipt of any and all customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information in connection with the Prepaid Card Account or related products and services, including but not limited to information that we are required by law to provide to you in writing. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

<sup>1</sup> Standard message and data rates from your wireless service provider may apply.