

Electronic Signatures in Global and National Commerce Act ("E-SIGN") Disclosure

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

This E-SIGN Disclosure ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Porte Account ("**Account**") and any related products and services ("**Communications**") as it is a requirement of the account for you to have consented to receive electronic Communications. This Disclosure supplements and is to be construed in accordance with the terms contained in the Deposit Account Agreement ("**Agreement**") for your Account. The words "**we**," "**us**," and "**our**" refer to Pathward, National Association, Member FDIC and the words "you" and "your" mean you, the customer who owns the Account.

1. Scope of Communications to Be Provided in Electronic Form. By consenting to this Disclosure, you agree that we may provide you with any Communications in electronic format (via e-mail or on the Porte App) instead of in paper form. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account and any related products or services
- Your Agreement and any notices about a change in terms of your Agreement
- Privacy policies and notices
- Responses to claims filed or inquiries made in connection with your Account and/or any related products or services
- 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 either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to the Porte Mobile App.

3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by calling us at **800-267-7080**. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for 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. **Your consent to receive Communications in electronic form is required in order to access your Account via the Mobile App, and to maintain your Account thereafter. If you do withdraw your consent you are authorizing us to immediately close your Account.**

How to Update Your Records. To receive electronic Communications, at the time that you open an Account, you must provide us with a true, accurate and complete e-mail address, your contact information, and other information related to this Disclosure and your Account. In addition, you must maintain and update promptly any changes in this information during the time you hold an Account. You can update information (such as your e-mail address) through the Porte Mobile App or by contacting us at **800-267-7080**.

4. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you subject to this Disclosure, you must have an electronic device that enables access to your e-mail account (in the case of notices delivered by e-mail), the most recent version of the Porte Mobile App (for notices posted in the Mobile App), or a commercially available Internet browser and a sufficiently recent version of Adobe Acrobat reader (for notices posted to the website). You may wish to utilize a device that is capable of storing or printing the Communications for your records.

5. Requesting Paper Copies. If you have consented to receive electronic Communications, we will not send you a paper copy of any Communication unless you request it by contacting us at **800-267-7080** or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself. 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. Paper copies of legally required disclosures will be made available upon your request at the time the account is closed or thereafter, but may be subject to an additional fee. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to this Disclosure. See the Fee Schedule in your Agreement for details about applicable service charges.

6. 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.

7. 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 ("**E-SIGN Act**"), and that you and we 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.

8. 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.