

**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 your YourSuccess Bank Account and any related products and services ("Communications").**

This Disclosure supplements and is to be construed in accordance with the terms contained in the Demand Deposit Agreement ("**Agreement**") you received from Pathward. The words "**we**," "**us**," and "**our**" refer to Pathward, the issuer of your YourSuccess Bank Account. The words "**you**" and "**your**" mean you, the individual(s) identified on the Account. As used in this Disclosure, "**Account**" means the YourSuccess Bank Account you have with us.

**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, 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 YourSuccess Bank Account and any related products and services;
- Your Demand Deposit Agreement;
- Notices about a change in the terms of your Demand Deposit Agreement;
- Privacy policies and notices;
- Error Resolution policies and notices;
- Responses to claims filed in connection with your YourSuccess Bank Account; 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 online at [www.yoursuccesscard.com](http://www.yoursuccesscard.com) or by Email to the Email address you provided for this Account and agree to keep current on your Account profile.

**3. How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by calling Customer Service at 1- 866-357-6095. If you do withdraw this consent, your account will be closed. 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, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) at [www.yoursuccesscard.com](http://www.yoursuccesscard.com) or by contacting Customer at 1-866-357-6095.

**5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have the ability to view and print this E-Sign agreement and will need the following:

- A. A Current Version (defined below) of Internet Explorer, Chrome, Safari or Firefox
- B. An internet connection
- C. An email account and related software for accessing that email account
- D. A Current Version of a program that accurately reads and displays PDF files; and
- E. A device with an operating system capable of supporting all the above. You will need a printer if you wish to print and retain paper records or sufficient electronic storage capacity if you wish to retain records in electronic form.

“Current Version” means a version of the software that is currently being supported by its publisher.

**6. Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless we deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it. 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 Communication 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.