



# Cardless Electronic Communication Policy

This Cardless Electronic Communication Policy (this “Policy”) is an agreement between you and Cardless, Inc., a Delaware corporation (“Cardless”, “we”, or “us”), regarding your use of the Cardless website, Cardless mobile application (the “App”), and any other products or services provided by us (each a “Site” and together, the “Sites”), as well as governing how we will communicate with you. Unauthorized use of the Sites, of passwords, or of information on the Sites is prohibited. Use of the Sites may be monitored, recorded, or tracked. You consent to such monitoring, recording, and/or tracking.

We and First Electronic Bank (“Bank”) want to provide you with communications electronically and conduct business with you electronically. Certain laws and regulations require us to provide communications to you “in writing,” which means you may be entitled to receive the information on paper. The Electronic Signatures in Global and National Commerce Act (the “E-Sign Act”) allows us to provide you communications electronically and to conduct transactions with you electronically, with your consent. We also need your general consent to use electronic records and signatures in our relationship with you. Before we can provide you with any Sites (as defined below), you must review and consent to the terms outlined below.

Please read this Cardless Electronic Communication Policy (the “Policy”) carefully prior to providing us with your consent. This Policy describes how we and Bank deliver and receive communications to and from you electronically, and asks you to consent to doing business with us electronically, and to use electronic records and signatures in our relationship with you. If you do not agree to this Policy or you later withdraw your consent provided herein, you may not be able to continue to use our Sites (as defined in

the Terms of Service) or Bank's products since they are provided electronically only. This Policy applies to the contact information you provide to Bank and us at any time through any channel. For example, it applies to the information you provide to us on the Cardless website, the Cardless native applications, Cardless social media sites, via email, chat, phone, and any other interaction you have with us. Please also see the Cardless Mastercard Card Privacy Policy ([Cardless.com/privacy](https://cardless.com/privacy)), the Cardless Terms of Use ([Cardless.com/legal/terms-of-use](https://cardless.com/legal/terms-of-use)), and the Cardless Privacy Policy and Terms of Service for additional information about how your information is collected and used.

The words "we," "us," and "our" means, individually and collectively, Cardless, Inc. and First Electronic Bank and their respective agents, affiliates, representatives, service providers, assignees, and successors. The words "you" and "your" means you, the individual(s) who has submitted a request for our services or otherwise uses, accesses, or interacts with a Site or requests a Cardless Card. "Communication" means each application, agreement, disclosure, notice, fee schedule, response to claims, statement, privacy policy, record, document, and/or other information or documents related to a Site, or Cardless Card, or card account, or that you sign, submit, or agree to at our request. "Sites" has the meaning set forth in the Terms of Service and, for purposes of this Policy, shall include any services or products provided to you by Bank, including the Cardless Card.

By applying for or using a Site, you give us affirmative consent to provide you with electronic Communications as described herein and agree to the terms of this Policy. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive, retain, and review electronic Communications, and that you have an active email account. You also confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners, and/or service users identified with your user account.

## **The Scope of Communication to Be Provided in Electronic Form**

This Policy applies to all Communications and Sites. When you agree to the terms of this Policy, you agree that we may provide you with Communications in electronic format, to the extent allowed by law, unless and until you withdraw your consent as described below. Your consent to receive Communications and initiate and enter into transactions electronically includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Sites;
- Service terms and conditions and any and all agreements by and between you and us that relate to Sites, as well as any amendments to those terms and conditions and agreements;
- Privacy policies and notices;
- Responses to claims filed in connection with Sites;
- Statements and account disclosures;
- All Communications between us and you concerning the Sites and any related transactions, products or services; and
- Transmission receipts and confirmations, account statements and history, tax statements and any other information related to your account with us.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in a Communication how you may deliver that notice to us electronically.

## **Method of providing Communications**

All Communications that we provide in electronic form will be provided either (1) by e-mail, (2) by access to a website designated in an email notice from us, (3) through any mobile application we may make available, (4) to the extent permitted by law, by access to a website generally designated in advance for such purpose, or (5) in the manner specified in any other agreement we or our affiliates have with you. If you seek to obtain a new product, service, or account with us, we may, but are not required to, remind you

that you have already consented to receiving electronic Communications and using electronic signatures in your relationship with us.

We may communicate with you about your account; examples include: to alert you if there is suspected fraud on your account, to alert you about purchases made with your card, to remind you of a payment due, to request you make a payment, to let you know that a promotional balance is expiring, to offer you other Cardless products, or for any other reason related to your Cardless account. You agree that any such communication is not unsolicited for purposes of federal or state law.

## **How to Withdraw Consent**

You may withdraw your consent to receive Communications in electronic form by contacting us at [legal@cardless.com](mailto:legal@cardless.com). We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, if you withdraw your consent, we may terminate your access to the Sites, and will notify you of this occurrence. 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. If you withdraw consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

## **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete email address, contact information, street address, and other information related to this Policy, your account, or the Sites and to maintain and update promptly any changes in this information. You can update such information (such as your email address) by contacting us at [legal@cardless.com](mailto:legal@cardless.com). We are not responsible for any delay or failure in the receipt of the Communications if we send the Communications to the last e-mail address you provided to us.

## Hardware and Software Requirements

In order to access, view, retain, and receive Communications that we make available, you must have:

- A computer with an internet connection with 128-bit encryption that is running Mac OS X or higher, or Windows 7 or higher, and Safari, Internet Explorer 10 or higher, Chrome, or Firefox or a mobile device that: is running iOS 6.0 or higher, or Android 4.0 or higher and Safari, Android Browser or Chrome
- A valid email address
- Sufficient storage space to save Communications and the capability to print the Communications from your computer or mobile device
- A current version of a program that accurately reads and displays Portable Document Format or "PDF" files, such as Adobe® Acrobat Reader® version 8.0 and above

We may update these requirements as necessary to preserve the ability to receive electronic Communications. Continuing to use our Sites after receiving updates to our Hardware and Software Requirements signifies your acceptance of the change and reaffirmation of your consent and we will not send you notice of the change, unless required by law.

## Requesting Paper Copies

You can obtain a paper copy of a Communication by printing it yourself or by requesting that we mail you a paper copy. We will not send paper copies 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. To request a paper copy, contact us at 350 Townsend St, #610, San Francisco, CA 94107. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We will disclose any charge prior to delivery of paper copies of such Communication.

## **Communications in Writing**

You agree that all electronic Communications shall be considered “in writing” and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically and we have a reasonable period of time to process your withdrawal (as set forth herein). You should print or download for your records a copy of this Policy, and any other Communication that is important to you.

## **Termination/Changes**

We reserve the right, at our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms of this Policy and conditions upon which electronic Communications are provided. Subject to the terms herein (see Hardware and Software Requirements), we will provide you with notice of any such termination or change to the extent required by law.