

ELECTRONIC COMMUNICATIONS AGREEMENT

This Electronic Communications Agreement (“Disclosure”) applies to all communications for those products and services offered or accessible through EchoPay.me that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. This Disclosure supplements and is to be construed in accordance with the terms contained in the cardholder agreement (“Cardholder Agreement”) you received when you obtained the with EchoPay Visa® Prepaid Card (the “Prepaid Card”).

“We”, “us”, “our”, refer to EchoPay.me. “Issuing Bank” means The MetaBank. “Card Account” means the account you have with the Issuing Bank associated with the Prepaid Card. “You” and “your” mean the person or persons identified on the Card Account. “Communication” means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, privacy policies and all other information in connection with the Prepaid Card, Card Account or related products and service, including but not limited to information that we are required by law to provide you in writing.

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

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, to the extent allowed by law, 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 EchoPay Visa® Prepaid Card and any related products and services;
- Your Cardholder Agreement;
- Notices about a change in the terms of your Cardholder Agreement;
- Privacy policies and notices;
- Error Resolution policies and notices;
- Responses to claims filed in connection with your Card Account; and
- Notices regarding insufficient funds or negative balances
- All other communications between us and you concerning your EchoPay Visa® Prepaid Card, the 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 by (1) by access to a website that is designated in an e-mail notice sent to you at the time the information is available or (2) e-mail.
3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting us at P.O. Box 71402 Salt Lake City, UT 84121. If you withdraw your consent, we will close your Prepaid Card and Card Account, and mail you a refund check for any amount remaining in your Card Account in accordance with the terms of your Cardholder Agreement. 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 Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.echopay.me or by contacting us at (833) 280-6144. 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:
 - 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 Mac9500, 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.
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 P.O. Box 71402 Salt Lake City, UT 84121. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to this authorization. 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.