

E-Sign disclosure

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 Coinbase Card and any related products and services (“Communications”).

This Disclosure supplements and is to be construed in accordance with the terms contained in the Cardholder Agreement (“**Agreement**”) you received from Pathward. The words “**we**,” “**us**,” and “**our**” refer to Pathward, the issuer of your Coinbase Card. The words “**you**” and “**your**” mean you, the individual(s) identified on the Account. As used in this Disclosure, “**Account**” means the Coinbase Card 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, 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 the Coinbase 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

2. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided by posting them in the Coinbase Card portal of the Coinbase mobile app or website and/or emailing them to you at the primary email address listed in your Coinbase profile. Communications may also be delivered through other electronic communication such as text message or mobile push notifications via the Coinbase mobile app.

3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by calling Customer Service at 1-888-908-7930, or by emailing card@coinbase.com or by writing to 248 3rd St, #434 Oakland, CA 94607. If you do, Coinbase reserves the right to immediately close your Account or charge you additional fees for paper copies. 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) by contacting customer service by calling 1-888-908-7930, or by emailing card@coinbase.com, or by writing to 248 3rd St, #434 Oakland, CA 94607.

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

- A valid email address (your primary email address on file with Coinbase),
- A device with an Internet connection,
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, Safari 7.0 and above) with cookies enabled, and
- Sufficient storage space to save past Communications or an installed printer to print them.

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 calling 1-888-908-7930, by emailing card@coinbase.com, or by writing to 248 3rd St, #434 Oakland, CA 94607. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to this authorization. See the fee schedule in your Agreement for details about this service charge. 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.