

Agreement to Receive Electronic Communications

This Electronic Communications Agreement (“Disclosure”) applies to all communications related to the prepaid card product (“Prepaid Card”) and accompanying services available through MyVanillaCard.com (the “Website”) or mobile application (“Mobile App”). This Disclosure supplements and is to be construed in accordance with the terms of the cardholder agreement (“Cardholder Agreement”) you received when you obtained the Prepaid Card account.

“We,” “us,” and “our” refer to InComm Financial Services, Inc.. “Bank” means The Bancorp Bank. “Card Account” refers to the Prepaid Card account issued by the Bank. “You” and “your” refers to the person(s) to whom the Prepaid Card has been issued. “Communication(s)” means any customer agreement or amendments thereto; disclosure; notice; response to claims; transaction history; privacy policy; and all other information related to Prepaid Card, Card Account and related products and services, 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 person(s) who are willing and able to receive notices and communications exclusively through the Website, the Mobile App or via electronic mail (“E-mail”). If you do not agree to receive the legally-required notices and communications described herein in electronic and not paper form, then you may not open a Card Account. Similarly, if after providing consent hereunder, you withdraw it, we reserve the right to close the Card Account and terminate 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 any Communications will be provided in electronic format, to the extent allowed by law, and that paper Communications will not be sent. You consent to receive electronic Communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with the Prepaid Card and any related products or services;
 - The Cardholder Agreement and any notices about changes in terms;
 - Privacy policies and notices;
 - Responses to claims filed in connection with the Card Account;
 - Notices regarding insufficient funds or negative balances; and
 - All other communications between us and Customer concerning the Card Account and any related transactions, products or services.
- 2. Method of Providing Communications in Electronic Form.** All communications that we provide in electronic form will be provided either (1) by E-mail or (2) by access to the Website, or (3) through the Mobile App.
- 3. How to Withdraw Consent.** You may withdraw consent to receive Communications in electronic form by contacting us at 1-855-686-9513. If you withdraw consent, the Prepaid Card will be closed and a balance refund check may be issued in accordance with the terms of the Cardholder Agreement. If you withdraw consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.
- 4. How to Update Records.** It is your responsibility to provide us with a true, accurate and complete E-mail address, contact, and other information related to this Disclosure and the Prepaid Card, and to maintain and update promptly any changes in this information. You can update information (such as the E-mail address) through MyVanillaCard.com or by contacting us at 1-855-686-9513. 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.
- 5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available, you must have:
 - an Internet browser that supports 128 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 Mac 9500, 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 Communications. If there is a substantial change in these requirements, you will be notified of the changes accordingly.

6. **Requesting Paper Copies.** 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. You can obtain a paper copy of an electronic Communication by printing it or by requesting that we mail a paper copy. To request a paper copy, call us at 1-855-686-9513 during normal business hours. There are no fees associated with the request for the delivery of paper copies of any Communication provided electronically pursuant to this Disclosure.
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 a copy of this Disclosure and any other Communications.
8. **Federal Law.** You acknowledge and agree that 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 (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our mutual ability to conduct business by electronic means.
9. **Termination/Changes.** We reserve the right, at our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms and conditions upon which electronic Communications are provided. We will provide you with notice of any such termination or change as required by law.
10. **Consent.** By checking "I agree," you adopt the checkmark as your electronic signature and you give us your affirmative consent to receive electronic Communications as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with your current E-mail address to which we may send you electronic Communications.