

## Electronic Communication Delivery Policy (E-Sign Disclosure and Consent)

Last Update: April 2, 2024

This policy describes how OGPAY delivers electronic communications to you on ours and on behalf of our bank services provider, Sutton Bank, Member FDIC. We may amend this policy at any time, as set forth in the OGPAY Mobile User Agreement.

### Electronic delivery of communications

To the extent permitted by applicable law, you hereby agree and consent to use electronic signatures and to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide you in connection with your OGPAY branded accounts ("Account") and your use of our services. By accepting and agreeing to this policy electronically, you agree to enter into this Agreement electronically, and you represent that: (1) you wish to enter into this Agreement electronically; (2) you have read, and understand and agree to this consent to use electronic signatures and to receive Communications electronically; (3) you satisfy the minimum hardware and software requirements specified below; and (4) your consent will remain in effect until you withdraw your consent as specified below. All Communications provided to you in electronic form will be considered to have been provided "in writing" for all legal purposes. **Click on the checkbox at the bottom of our signup page to acknowledge and agree to this policy.** Communications include but are not limited to:

- agreements and policies you agree to (e.g., the Mobile User Agreement, Cardholder Agreement, Bank Private Policy, & Short Form Disclosure), including updates to these agreements or policies;
- annual disclosures, including prospectuses and reports for OGPAY Funds; • transaction receipts or confirmations.
- Account statements and history.
- federal and state tax statements we are required to make available to you; and
- any other Account, OGPAY Funds account, or transaction information.

We will provide these Communications to you by, at our option, either posting them on the OGPAY website and/or by emailing them to you or by sending you an SMS notification at the primary email address and Phone Number listed in your Account Settings when you select your Notification Settings Preferences.

### Hardware and software requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- a computer with an Internet connection;

- a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- a valid email address and or Phone Number (your primary email address and or Phone Number on file with OGPAY); and
- sufficient storage space to save past Communications or an installed printer to print them.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from OGPAY. By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

#### **How to withdraw your consent:**

You may withdraw your consent to receive Communications electronically by writing logging into your OGPAY Account and updating your Notification or by contacting us via the "LIVE CHAT" link at the bottom of each page of the OGPAY website. If you fail to provide or if you withdraw your consent to receive Communications electronically, OGPAY reserves the right to either deny your application for an Account, restrict, or deactivate your Account, close your Account and any sub-account (such as a Companion Card), or charge you additional fees for paper copies. You may request a paper copy of any Communication by contacting us via the "LIVE CHAT" link at the bottom of each page of the OGPAY website. There is no charge for providing such copies. Your request for one or more paper copies will not be construed as a withdrawal of your consent to receive Communications electronically unless you expressly indicate your withdrawal in the manner described above.

#### **Updating your contact information**

It is your responsibility to keep your primary email address and Phone Number up to date so that OGPAY can communicate with you electronically. You understand and agree that if OGPAY sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, OGPAY will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add OGPAY to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address at any time by logging into the OGPAY website, going to "My Account", and selecting the "Profile" tab. If your email address becomes invalid such that electronic Communications sent to you by OGPAY are returned, OGPAY may deem your Account to be inactive, and you will not be able to transact any activity using your OGPAY Account until we receive a valid, working primary email address from you.