

VARO BANK, N.A. ELECTRONIC COMMUNICATIONS AGREEMENT

EFFECTIVE SEPTEMBER 15, 2020
PLEASE READ THIS DOCUMENT CAREFULLY

This Electronic Communications Agreement (“Disclosure”) applies to all communications related to all current and future products issued or acquired by Varo Bank, N.A., and accompanying services available through varomoney.com (the “Website”) or mobile application (“Mobile App”). This Disclosure supplements and is to be construed in accordance with the terms of the agreement you received with any product you have signed up for at Varo Bank, N.A.

“We”, “us”, “our”, refers to Varo Bank, N.A.. “You” and “your” mean the person identified on the products we offer. “Communication(s)” means any customer agreement or amendments thereto; disclosure; notice; response to claims; transaction history; privacy policy; and all other information related to the products and service Varo Bank, N.A. offers, including but not limited to information that we are required by law to provide you in writing.

The products and services we offer are 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 (“email”). 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 an account with us. Similarly, if after providing consent hereunder, you withdraw it, we reserve the right to close your account(s) and terminate your participation in the products we offer.

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 products and services we offer
- All the account agreements and any notices about changes in terms;
- Privacy policies and notices;
- Responses to claims filed in connection with the products we offer;
- Notices regarding insufficient funds, negative balances, late payments, delinquencies, overdrawn amounts; and
- All other communications between us and Customer concerning the products and services we offer.

2. Method of providing communications in electronic form. All communications that we

provide in electronic form will be provided either (1) by email or (2) by access to the website, (3) through the mobile app, or (4) by short message service (“SMS”)

3. How to withdraw consent. You may withdraw consent to receive communications in electronic form by contacting us at 1-877-377-8276. If you withdraw consent, the products and services you are currently using will be closed and a balance refund check may be issued in accordance with the terms of the Bank Account Agreement and the Savings Account Agreement. Any outstanding balances on your Lending Account and/or Charge Card Account will need to be repaid in accordance with their terms and no further advances or extensions will be permitted. 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 email address, phone number, and other information related to this Disclosure and the products we offer, and to maintain and update promptly any changes in this information. You can update information (such as the email address) by contacting us at 1-877-377-8276. We are not responsible for any delay or failure in the receipt of the communications if we send the communications to the last email 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 Apple iPhone running iOS version 13.0 or higher or
- an Android device running Android OS 6.0 Marshmallow or above and access to the Google Play Store, or;
- a personal computer capable of running one of these compatible browsers:
 - Microsoft Edge version 81.0 or higher;
 - Firefox version 72 or higher;
 - Safari version 13 or higher;
 - Chrome version 81 or higher, and;
- access to an active email account with an Email service provider.

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 1-877-377-8276 during normal business hours.

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 device satisfies the hardware and software requirements specified above and that you have provided us with your current email address to which we may send you electronic communications.