

Electronic Communications Disclosure and Agreement

This Electronic Communications Disclosure and Agreement (“**Disclosure**”) applies to all communications related to the virtual account product (“Virtual Account”) and accompanying services available through virtual.businessservicesvip.com (the “**Website**”) and/or our mobile application (collectively, the “**Products and Services**”). This Disclosure supplements and is to be construed in accordance with the terms of the Account Agreement (“**Agreement**”) you received when you obtained the Account.

“We,” “us,” and “our” refer to VIP Business Rewards Visa® Virtual Account and The Bancorp Bank, N.A. “You” and “your” refers to the person(s) who are obtaining or accessing the Products and Services and to whom Communications are authorized or required to be delivered. “**Communication(s)**” means the Agreement and any other customer agreement or amendments thereto; disclosures; notices; responses to claims; transaction history or statements (if applicable); privacy policy; and all other information related to the Products and Services, including but not limited to information that we are required by law to provide you in writing.

By agreeing to and accepting this Disclosure you acknowledge you will receive all Communications in electronic form, rather than in paper form. The Products and Services are intended for use only by person(s) who are willing and able to receive Communications exclusively electronically through the methods indicated below. 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 use the Products and Services.

1. **Scope of Communications to Be Provided in Electronic Form.** Communications that may be delivered electronically include, but are not limited to:

- All legal and regulatory disclosures and communications associated with the Products and Services;
- The Agreement and any notices about changes in terms;
- Periodic statements and/or transaction histories (if applicable),
- Privacy policies and notices;
- Responses to claims filed in connection with the Products and Services;
- Notices regarding the Account, including insufficient funds or negative balances; and
- All other communications between us and you concerning the Products and Services.

2. **Method of Providing Communications in Electronic Form.** All Communications that we provide in electronic form will be provided via (1) E-mail or (2) by access to the Website.

3. **How to Withdraw Consent.** You may withdraw consent to receive Communications in electronic form by contacting us at PO Box 3480, Lake Havasu City, AZ 86405. If you withdraw consent, the Account will be closed in accordance with the terms of the Agreement, and you will no longer have access to any Products and Services. 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 and other contact information related to this Disclosure and the Products and Services, and to maintain and update promptly any changes in this information. You can update information (such as the E-mail address) through virtual.businessservicesvip.com or by contacting us at 866-639-7204. We are not responsible for any delay or failure in the receipt of the Communications if we send the Communications to the contact information we have on file for you.

5. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communications, you must have:

- a. An Internet browser that supports 256-bit encryption.
- b. Microsoft Internet Explorer 9 or above, Chrome 35 or above, Apple Safari 6 or above,
- c. Mozilla Firefox 5 or above, or the equivalent software.

- d. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- e. An email account with an Internet service provider and email software. A personal computer (for PCs: Pentium 4 or higher; for Apple or Linux, any Processor with 2.0 GHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing E-Communications received from us via a plain text formatted email or by access to our web site using one of the browsers specified above.
- f. Adobe Reader version 10.1 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 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 by this Disclosure. 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 866-639-7204 during normal business hours. There may be a fee associated with the request for the delivery of paper copies of any Communication provided electronically pursuant to this Disclosure, see your Agreement for more details.

7. **Communications in Writing.** By accepting this Disclosure, 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 agreeing to this Disclosure, you are indicating your electronic signature as acknowledgment and acceptance of these terms, and you give us your affirmative consent to receive electronic Communications as described herein. You further agree that your computer or other access device 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.