

E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent ("Disclosure") applies to all Communications for those products and services provided by BankMobile, a division of Customers Bank that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "we," "us," and "our" refer to BankMobile, a division of Customers Bank with whom you may have an Account. As used in this Disclosure, "Account" means any account you have with us. "Communication" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, tax documents, privacy policies, and all other information related to any products or services, including but not limited to information that we are required by law to provide to you in writing.

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 refrain from sending paper Communications to you, at our discretion, 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 your Account. This includes providing statements by making them available through these access methods.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form:

All Communications that we provide to you in electronic form will be provided either (1) by email, (2) by access to a website that we will designate to you, or (3) mobile application.

How to Withdraw Consent:

You may withdraw your consent to receive Communications in electronic form by contacting us at 1-866-686-9358. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the website, mobile application, all accounts, and services will be terminated in conjunction with such a request. If you withdraw your consent, we will close your bank account(s), and mail you a refund check for the amount of any remaining balance(s) in your account(s) in accordance with the Account Terms and Conditions. At our discretion, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a 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.

How to Update Your Records:

It is your responsibility to provide us with a true, accurate, and complete email address, contact and other information related to your Accounts and this Disclosure, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the website or mobile application.

Hardware and Software Requirements:

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- An Internet browser that supports Transport Layer Security 1.2, 256-bit encryption.
- Sufficient electronic storage capacity on your computer's hard drive, mobile device, or other data storage unit.
- An email account with an Internet service provider and email software in order to participate in our electronic Communications programs.
- A personal computer, mobile phone, or other secure device with a connection to the Internet, current browser software, and current computer/mobile phone/device operating system and software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email, via documents in a pdf format or via access to our website.

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 by contacting us at 1-866-686-9358, provided that such a request is made within a reasonable time after we first provided the electronic Communication to you. 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.

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.

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.

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.

Consent:

By selecting "I agree to the E-Sign Disclosure and Consent," you give your affirmative consent for us to provide electronic Communications to you as described herein. You further agree that your computer or other device satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.