

CASHPASS E-SIGN CONSENT AND ELECTRONIC COMMUNICATIONS AGREEMENT

Please read this information carefully and print or retain a copy for your records.

This Electronic Communications Agreement (“Disclosure”) applies to all communications for those products and services offered or accessible through CashPass.com (the “Website”). This Disclosure supplements and is to be construed in accordance with the terms contained in the CashPass Visa Debit Cardholder Agreement (“Cardholder Agreement”) “We”, “us”, and “our” refers to PAL Card Minnesota LLC DBA CashPass. “You” and “your” refers to the person giving this consent, and also each additional account owner, authorized signer, authorized representative or use identified on any of our products that you apply for, use or access.

If you do not agree to the legally required notices and communications described herein in electronic and not paper form, then you may not open a CashPass Visa Debit Card account. The CashPass Visa Debit Card account are intended for use only by individuals who are willing and able to receive notices and communications exclusively through electronic means. Similarly, if after providing your consent hereunder, you withdraw such consent, we reserve the right to terminate your CashPass Visa Debit Card account and your participation in the program.

Delivery of Electronic Communications. The following E-Communication Disclosure (“Disclosure”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services (“Communications”), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a CashPass Visa Debit Card, except as provided below.

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 discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

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 access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications at www.cashpass.com.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by calling the number on the back of your Card, 1-877-766-3551 or by visiting www.cashpass.com, or by writing to the Program Manager at PAL Card Minnesota, LLC dba CashPass Network - CashPass, Post Office Box 906, Burnsville, MN 55337. If you do withdraw your consent, we will close your Card Account, except where prohibited by law. We will not impose any fee to process the 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 request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records. It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.cashpass.com or by calling the number on the back of your Card or **1-877-766-3551**.

Hardware and Software Requirements. In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports **128-bit** encryption
- Microsoft **Internet Explorer 5.5** or above, or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software
- A personal computer (**1.5 GHz** Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- **Adobe Reader version 9.0** or higher

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, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, **1-877-766-3551**, or visit www.cashpass.com, or write to the Program Manager at **Program Manager at PAL Card Minnesota, LLC dba CashPass Network - CashPass, Post Office Box 906, Burnsville, MN 55337**.

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 checking "I agree", you adopt the check as your electronic signature and you give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer 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.