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E-SIGN Disclosures and Agreement

Effective Date: 09.2023

E-SIGN Disclosures and Agreement

You agree that this E-SIGN Disclosures and Agreement ("Agreement") applies to all electronic communications from Clair, Inc., a Delaware corporation and its wholly owned subsidiary, Maverick Payments Inc. d/b/a Clair, a New York corporation (together with Clair Inc., "Clair"), including but not limited to electronic communications regarding advances made to you under the Earned Wage Access program ("EWA Program") and electronic communications regarding any deposit or credit account (collectively, the "Clair Accounts") you establish through Clair at Pathward,® National Association, Member FDIC ("Bank"). "We", "us", "our" refers to Clair and Bank. "You" and "your" mean the person applying for and using the EWA Program or the Clair Accounts. "Communication" or "communications" means any message, short message service ("SMS"), correspondence, documents, writings, disclosures, or other information we may provide to you electronically, including information that we are required by law to provide to you in writing. Clair designed the EWA Program and the Clair Accounts for individuals who choose to communicate with us electronically and are able to receive notices and communications exclusively through the Clair Accounts, Clair websites, Clair mobile device application, SMS messaging, or via electronic mail ("e-mail").

Electronic Agreement and Disclosures

1. Scope of Communications to Be Provided in Electronic Form. When you apply for an earned wage advance,, initiate electronic funds transfers ("EFTs"), make debit card transactions or otherwise use the Clair website or mobile application, you agree that any communications may be provided to you in an electronic format, to the extent permitted by law. You consent to receive the following communications electronically :

1. All legal and regulatory disclosures and communications for the EWA Program, Clair Accounts or an EFT;
2. Notices or disclosures for any servicing and collection notices or demands;
3. Disclosures or statements we provide to you;
4. Notices, disclosures or agreements required for any EFT;
5. Notices or disclosures about a change in the terms for the EWA Program, Clair Accounts or any associated payment feature;
6. Privacy policies and notices; and
7. Any other communications between you and us regarding EFTs or Clair's products and services.

2. Method of Providing Communications to You in Electronic Form. All communications that we provide to you in electronic format for the EWA Program or the Clair Accounts may be provided to you in one of the following manners: (a) within the Clair application or Clair website; (b) via e-mail to an e-mail address that you provided to Clair, (c) via any website or mobile application maintained by Clair, (d) via electronic messaging, such as SMS messaging, or (e) in any other manner permissible by law.

3. How to Withdraw Consent. You may withdraw consent to receive communications in electronic form by notifying us at support@getclair.com.

4. Consequences of Withdrawing Your Consent. If you do not agree to receive all communications described herein in electronic form, you may not request an earned wage advance, obtain or use Clair Accounts or initiate an EFT with us. If you withdraw your consent after providing consent to delivery and receipt of electronic communications, we will send you a notice and advise you of: (a) the last time we will effect EFTs using the Clair Accounts and (b) when and how payments you owe us are due. The legal validity and enforceability of our prior electronic communications are not affected if you withdraw consent to electronic delivery of communications.

5. How to Update Your Records. It is your responsibility to provide us with true, accurate and complete contact information, and to promptly update us regarding any changes. You can update information (such as your e-mail address) using the Clair application or by notifying us at support@getclair.com.

6. Hardware and Software Requirements. In order to access, view, and retain electronic communications that we make available to you via the Clair mobile application, you must have:
   1. an Apple iPhone or iPad running iOS version 8.0 or higher;
   2. an Android phone running Android version 4.1 or higher;

3. an e-mail account with an Internet service provider and e-mail software in order to receive and respond to our electronic communications;

We will update these requirements as necessary to preserve your ability to receive electronic communications and notify you if there is a substantial change in these requirements.

7. Requesting Paper Copies. We will not send paper copies of any communication; however, you may request paper copies of any electronic communication at additional cost to you by contacting us at support@getclair.com. If you withdraw consent, we may charge a fee for preparing, mailing and delivering the statements and communications for your Account, subject to applicable law. You can always obtain a paper copy of any electronic communication by printing it from our mobile application or website at https://getclair.com/.

8. Electronic Communications Are Writings. All communications in electronic format from us are considered "in writing." You may print or download for your records this Agreement and any communications regarding your EWA, Clair Accounts, or an EFT.

9. Federal Law. You acknowledge and agree that your consent to electronic communications is being provided regarding transactions affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN Act”) and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

10. Changes. We may, in our sole discretion, change the terms and conditions on which we provide electronic communications, and any hardware or software necessary to access Communications. We will provide you with notice of any such termination or change as required by law. By continuing to use Clair after such notice, you consent to the updated terms and acknowledge that you can meet any updated hardware and software requirements.