

Electronic Communications Disclosures and Agreement

Effective Date: September 24, 2020

You agree that this Electronic Communications Disclosures and Agreement (this "Agreement") applies to all electronic communications with Clair, Inc., a Delaware corporation, ("Clair"), including those regarding advances made to you under the Real-Time Earned Wage Access program ("RTEWA"), and all electronic communications regarding any deposit or credit account (collectively, the "Clair Accounts") you establish with Clair at MetaBank®, National Association, Member FDIC ("Bank"). "We", "us", "our" refers to Clair and Bank. "You" and "your" mean the person applying for and using the RTEWA 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 RTEWA 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, our websites, mobile device applications, SMS messaging, or by electronic mail ("e-mail").

Electronic Agreement and Disclosures

1. **Scope of Communications to Be Provided in Electronic Form.** When you apply for a RTEWA with Clair, and apply for and initiate electronic funds transfers ("EFTs"), including debit card transactions, on your Clair Accounts at Bank, or otherwise use the Clair website or mobile applications, you agree that any communications will be provided in electronic format, to the extent permitted by law, and not in paper format. Your consent to receive electronic communications includes:
 - 1.1. All legal and regulatory disclosures and communications for the RTEWA, Clair Accounts or an EFT;
 - 1.2. Notices or disclosures for any servicing and collection notices or demands;
 - 1.3. Disclosures or statements we provide to you;
 - 1.4. Notices, disclosures or agreements required for any EFT;
 - 1.5. Notices or disclosures about a change in the terms for the RTEWA, Clair Accounts or any associated payment feature;
 - 1.6. Privacy policies and notices; and
 - 1.7. 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 RTEWA or the Clair Accounts will be provided either (a) in the Clair Accounts; (b) via e-mail that you have verified with Clair following receipt of an invite code, (c) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available, (d) via electronic messaging, such as SMS messaging, or (e) to the extent permissible by law, by access to a website or mobile device application that we will generally designate in advance for such purpose.
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 establish a RTEWA, obtain or use a 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 for you using the Clair Accounts and (b) when and how payments you owe us are due. The

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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 e-mail address, contact, and other information related to this Agreement and for your RTEWA, Clair Accounts or EFTs, and to maintain and update promptly any changes in this information. 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 applications, you must have:
 - 6.1. an Apple iPhone or iPad running iOS version 8.0 or higher;
 - 6.2. an Android phone running Android version 4.1 or higher;
 - 6.3. 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 the 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 obtain a paper copy of any electronic communication by printing it from our website at <http://www.getclair.com/> or requesting it from support@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 RTEWA, 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, including any applicable discount for receiving electronic communications. We will provide you with notice of any such termination or change as required by law.