

## Bluebird® Bank Account E-Communications Disclosure

*Last modified:* October 2021

Thank you for your interest in Bluebird® Bank Account by Pathward, National Association, Member FDIC and related products, services, features and activities, including, but not limited to, those available through the Bluebird website [www.Bluebird.com](http://www.Bluebird.com), a Bluebird Mobile app, a Bluebird Account, a Bluebird debit card, a Bluebird Subaccount, a Bluebird Subaccount debit card and our third-party business partners (the “Bluebird Services”). Bluebird is a paperless program. We require your email to ensure we can effectively communicate with and deliver our services to you. We also require your consent to provide you with important account-related information and updates electronically instead of on paper. In order for you to authorize Pathward and its affiliates, subsidiaries and third-party business partners (“we,” “us” and “our”) to provide the Bluebird Services to you and also to provide you with legal notices and other communications related to the Bluebird Services, you must electronically agree to the terms and conditions in this Electronic Signature and Electronic Communications Disclosure and Consent Form (“E-Communications Disclosure”), which provides that you agree your electronic consents that you provide on documents involving or related to the Bluebird Services have the same legal effect as if you had signed the documents with a pen, and you also agree to the extent allowed by law to receive notices and communications related to the Bluebird Services electronically.

**IN ORDER FOR YOU TO AGREE TO THIS E-COMMUNICATIONS DISCLOSURE STATEMENT, YOU MUST CAREFULLY REVIEW IT, CONFIRM YOU MEET THE “SYSTEM REQUIREMENTS” SET FORTH IN THIS E-COMMUNICATIONS DISCLOSURE, PROVIDE THE REQUIRED INFORMATION SET FORTH BELOW, AND THEN INDICATE YOUR CONSENT AS INSTRUCTED IN CONNECTION WITH YOUR REVIEW OF THIS E-COMMUNICATIONS DISCLOSURE.**

### **Electronic Signature Consent**

Before electronically signing this or any other document pertaining to the Bluebird Services, you agree to review it first, and then electronically sign each document on a case by case basis. Each decision to view or sign a document electronically does not affect the legal effect of any transactions already completed using either electronic or paper-based documents and signatures. If you agree to execute this E-Communications Disclosure, you will be agreeing that you will review this E-Communications Disclosure and any other documents that we may provide to you in connection with the Bluebird Services, carefully and, where you check a box and/or click the “I Agree” or similar button at the end of each such agreement as instructed, you are indicating your consent via an electronic signature to the terms and conditions contained in such agreement.

### **Notices, Statements, Records and Communications**

To the extent permitted by law, we may provide all required notices and communications related to the Bluebird Services (“Account Communications”) to you in electronic form, which may in our discretion include, without limitation, emails to the Servicing Email Address of record we have for you and notices posted at the Bluebird website. For example, we may electronically provide you any of the following:

- Legally required disclosures, authorizations, consents and notices (e.g., privacy notices)

- Revisions and changes to account terms
- Billing inquiry communications
- Account cancellation notices
- Suspension of account privileges communications
- Payment due notices
- Payment inquiry communications
- Balance transfer communications
- Money remittance receipts required to be provided in connection with the Bluebird Cash Pickup Powered by Ria® service by Ria or any successor provider of such money transmission services
- Other disclosures and communications regarding the Bluebird Services that we now or later are required to provide to you “in writing”

Please note that, although you may authorize others (including, without limitation, another adult or certain minors) to use your Bluebird Account and/or create “Subaccounts,” you agree that we may send or provide all Account Communications related to the Bluebird Services to you as the Bluebird Accountholder, and you agree to share such Account Communications, as relevant, with all other users of your Bluebird Account, Bluebird debit card, Subaccount and Subaccount debit card. As used in this E-Communications Disclosure, the word “provide” means provide, send, post or deliver and all variants of such words.

### **Your Servicing Email Address**

In order to agree to this E-Communications Disclosure and the receipt of communications and notices from us in electronic form, you must provide us with a valid and working email address. You agree that we may use the “primary” email address you have provided us for use with your Bluebird Account, or if you are a Subaccount User, your Bluebird Subaccount, (“Servicing Email Address”). You may change your Servicing Email Address by entering the new address in the profile settings for your Bluebird Account and following the applicable procedures or by speaking to a customer service representative by calling 1-833-926-3922 (International 1-470-407-3411). You agree that the email address you provide as the Servicing Email Address will at all times be a valid and working email address and that you will provide us with a new email address to use as the Servicing Email Address if you cease using the email address previously designated as the Servicing Email Address, learn it no longer properly operates or can no longer access it. If you provide more than one email address in the profile settings for your Bluebird Account, we will consider the email address you designate as “primary” to be the Servicing Email Address. We may, in our sole discretion, also choose to send Account Communications to a non-primary email address if you have provided one. If at any time the Servicing Email Address is an email address shared with another person or entity, you agree that any Account Communications sent to that email address will be deemed received by you even if another person receives them, does not provide you with notice about them, or deletes them. You agree to instruct any person who shares or has access to the Servicing Email Address to promptly show you Account Communications sent to the Servicing Email Address.

### **Methods of Providing E-Communications**

We may provide Account Communications in electronic form by any combination of (1) email; (2) posting or making them accessible at your Home page on the Bluebird website; (3) through links provided in your online account statements, and/or (4) providing you with the option to download or print a PDF file. (“PDF” refers to the Portable Document Format created by Adobe® Inc.). You agree to review Account Communications provided in electronic form promptly and to

take any required action or actions requested by us within the time periods set forth in any such Account Communication. Without limiting the foregoing, you agree that if we send you an email or other notice indicating that an Account Communication has been posted or provided at the Bluebird website (for example, at your Home page on the Bluebird website or as part of your Bluebird Account or Subaccount information), you will promptly review that Account Communication. By agreeing to this E-Communications Disclosure, you accept the responsibility of reviewing all Account Communications we provide in electronic form.

### **Reservation of Right to Send Paper Communications**

Your consent to receive notices and communications in electronic form does not mean we will only communicate with you electronically. We reserve the right to use all lawful methods of communication and provide legal notices and other communications and documents in paper form from time to time when legally required to do so or when we in our sole discretion elect to do so. You are solely responsible for ensuring any mailing address we have on file for you is current.

### **Duration and Withdrawal of Consent**

If you agree to this E-Communications Disclosure, your agreement and consent and the provisions of this E-Communications Disclosure will remain in effect with respect to your Bluebird Account until (1) you withdraw your ongoing consent by providing notice of your intent to withdraw your consent by calling 1-833-926-3922 (International 1-470-407-3411) and speaking with a customer service representative or by writing to us at Bluebird Customer Care, P.O. Box 826, Fortson, GA 31808, or (2) your Bluebird Account is canceled either by you or us. Withdrawal of your consent will have no impact on the validity of your consent to any agreements you electronically executed prior to the time of the withdrawal of your consent, and such agreements shall remain in effect unless terminated in accordance with their termination provisions. If you withdraw your consent to receive Account Communications in electronic form, we may in our sole discretion close or cancel your Bluebird Account and, as applicable, Bluebird Subaccount, Bluebird debit card and Bluebird Subaccount debit card, in which case we will make copies of all Account Communications that are required to be provided to you by applicable law available to you in paper form and charge you our then-current fees for such paper copies. If we elect not to close or cancel your Bluebird Account or, as applicable, Bluebird Subaccount, Bluebird debit card or Subaccount debit card, we will provide you with paper copies of future Account Communications and charge you our then- current fees for such paper copies. It will take us approximately seven days to process the withdrawal of your consent, and during this period you will continue to receive Account Communications electronically. If you withdraw your consent, the legal validity and enforceability of prior electronic Account Communications will not be affected.

### **System Requirements**

In order for you to access, receive and retain a copy of this E-Communications Disclosure, and any other agreements pertaining to the Bluebird Services we may ask you to electronically execute, and Account Communications in electronic form, you must have provided us with a valid and working email address and have access to the following:

- A computing, mobile or other communications device with Internet access and a browser that supports 128-bit encryption (e.g., Microsoft® Internet Explorer, Apple® Safari®, Firefox®, or Google® Chrome®).

- The Internet and a valid email account supported by software enabling you to receive an email as big as 250K in size.
- A printer that can enable you to print any online and emailed material to maintain hard copies for your files, or a hard drive or disk drive with at least 32MB of available random access memory (RAM) to store electronic copies.
- Adobe Acrobat Reader® 4.0 or higher (or another program providing a similar functionality) that enables you to open and/or download a portable document format (PDF) file. To confirm that you can access documents in PDF format, please [click here](#). If you cannot access it, you need to obtain, prior to executing this E-Communications Disclosure, the necessary Adobe software that can be downloaded at [www.get.adobe.com/reader/otherversions/](http://www.get.adobe.com/reader/otherversions/). If you click on this link, another browser will open and you will be directed to Adobe's website. Your current online session will remain open in the current browser window until you log off or time out, whichever occurs first. If your Bluebird Account session times out, you will need to log in again.
- If you register to receive text message (SMS) alerts to your mobile phone number, a valid mobile phone number and a text-enabled mobile phone. You will need to pay any message and data rates imposed by your mobile carrier or other service providers.

If you ever have trouble accessing or reading an Account Communication or any other information that we have provided to you electronically, check to ensure you meet the "System Requirements" above or call a customer service representative at 1-833-926-3922 (International 1-470-407-3411) for assistance.

### **Printing and Downloading a Copy of All Bluebird Agreements you Electronically Sign and All Account Communications**

You agree to print or download to your computing, mobile or other communications device (provided your device has such functionality) by clicking on "Print" or "Download" as desired and retain a copy of this E-Communications Disclosure. You also agree to print or download and retain a copy of any other documents pertaining to the Bluebird services to which you electronically consent. You also agree to print or download and retain copies of all Account Communications from us.

### **Access to Account Communications**

We retain copies of Account Communications on the Bluebird website for ninety (90) days after their initial publication. We retain copies of certain Account Communications for longer time periods required by law and will provide you with copies of them upon request within those time periods. You may request a copy of any of those Account Communications (1) by calling 1-833-926-3922 (International 1-470-407-3411) to speak with a customer service representative or (2) by writing to us at Bluebird Customer Care, P.O. Box 826, Fortson, GA 31808.

### **Modification of this E-Communications Disclosure Statement**

We reserve the right to revise the terms of this E-Communications Disclosure at any time in our sole discretion. You may be provided with notice of any changes to these terms by an Account Communication in electronic form. We will also indicate that changes to these terms have been made by updating the date indicated after "Last Modified" at the beginning of this E-Communications Disclosure. Any changes to these terms will only affect your and our respective rights and obligations from the effective date of the change(s) and thereafter until any

subsequent change is made. If you do not agree with the changed or current terms, you must withdraw your consent to this E-Communications Disclosure in the manner set forth above.

### **Your Consent**

By indicating your agreement to this E-Communications Disclosure, you confirm all of the following: (1) the computing, mobile or other communications device(s) you use to review and electronically consent to the Bluebird documentation and to receive and access Account Communications in electronic form meet, and during the time this E-Communications Disclosure is in effect, will meet the requirements set forth in the "System Requirements" section above; (2) you are able, and have taken action to confirm that you are able, to access a PDF document using such a device; (3) you meet, and during the time this E-Communications Disclosure is in effect, will meet, the requirements set forth in the "Servicing Email Address" section above; and (4) we may send you applicable Account Communications, and other legal notices and communications with respect to your Bluebird Account, in electronic and not paper form except as we reserve the right to send you legal notices and other communications in paper form as set forth in this E-Communications Disclosure.