

## FIRST ACCESS CARD -- ELECTRONIC COMMUNICATIONS DISCLOSURE

### DISCLOSURE AND CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES:

We are required by law to give you certain information "in writing" in connection with your First Access credit card account ("Account"). This means you are entitled to receive it on paper unless we receive your consent to provide this information to you electronically. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you complete your application for an Account, you must review and consent to the terms outlined below.

In this disclosure and consent:

"We," "us," "our" means The Bank of Missouri and any third party retained by The Bank of Missouri to service your Account.

"You" and "your" means the person giving this consent.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

- 1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). These Communications, include, but are not limited to:
  - This Electronic Communications Disclosure and any subsequent amendments;
  - The Rates, Fees, Costs and Limitations disclosure provided in connection with your application for a First Access credit card;
  - Our Privacy Policy disclosures;
  - Periodic statements related to your Account activity;
  - Notices of amendments to your cardholder agreement with us; and
  - Other Communications that we are legally required to provide to you, or choose to provide electronically to you in our discretion, in connection with your Account.

We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered by e-mail or by posting such Communications on our website at [www.firstaccesscard.com](http://www.firstaccesscard.com). In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive Electronic Records.

First Access Card, P.O. Box 89028, Sioux Falls, SD 57109-9028 or by calling us toll-free at (877) 259-3755

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

- 2. Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact customer service and request a paper version. You will find the appropriate contact information in your account statement or your cardholder agreement. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to your cardholder agreement for any fee that may apply for paper copies.

3. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** Your consent remains in effect until you give us notice that you are withdrawing it. You may withdraw your consent to receive Electronic Records at any time by sending us your request in writing to: First Access Card, P.O. Box 89028, Sioux Falls, SD 57109-9028 or calling us at (877) 259-3755. If you do, we will mail any Communications we are required to provide to you in writing to the most current address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive Electronic Records. Any withdrawal of your consent to receive Electronic Records will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Electronic Records from us. If you withdraw your consent, the legal validity and enforceability of prior required disclosures and communications delivered in electronic form will not be affected. We also reserve the right to cancel your Account should you withdraw your consent.
4. **You must keep your email or mobile phone number(s) current with us.** If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). You may change the email address and phone number we have on record for you by logging in to your Account online at [www.firstaccesscard.com](http://www.firstaccesscard.com) and updating your contact information.
5. **Hardware and software you will need.** To receive Electronic Records from us, you will need an Internet-ready computer equipped with Microsoft Internet Explorer (version 7.0 or higher for both Windows and Macintosh operating systems). Your browser must also support 128-bit encryption and be JavaScript enabled. You will also need a valid email address and the ability to read a PDF with software such as Adobe Reader. A free copy of Adobe Reader can be downloaded for free, please visit <http://get.adobe.com/reader/>. You are responsible for the installation, maintenance, and operation of your computer, browser and the software. We are not responsible for any errors or failures from any malfunction of your computer, the browser or the software. We are not responsible for any computer virus or related problems that may be associated with the use of this electronic delivery.
6. **Federal Law.** You acknowledge and agree that your consent to receive Electronic Records 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.
7. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of Electronic Records, or to terminate or change the terms and conditions on which we provide Electronic Records. We will provide you with notice of any such termination or change as required by law.