

## **ELECTRONIC COMMUNICATIONS AGREEMENT**

**Electronic Consent to the Service.** By checking the Electronic Communication checkbox, you indicate that you have reviewed this Agreement including the disclosures which follow below, and that you consent to our electronic delivery to you of the categories of legal agreements and other notices and disclosures (collectively, "Disclosures") listed below. You also agree that your signing electronically any of the agreements listed below, or your completing or signing this online Application for the secured credit card account or any acknowledgment or ACH authorization we provide you electronically in connection with your Application or the secured credit card account or related security Deposit account, shall constitute your signing and delivery of such agreements, or your completing or signing and delivery of such Application, acknowledgement or authorization, as the case may be, to the same extent as if you completed or signed and delivered to us a paper version of same. You agree to maintain a valid email address as long as you have this secured credit card account or related security Deposit account, including any replacement or substitute account for either (together, all of the foregoing are referred to below as the "Accounts"), and to promptly notify us of any change in your email address. You acknowledge and understand that our ability to provide you information and notices is dependent on your maintenance of a valid email address.

### **Electronic Signatures in Global and National Commerce Act ( "E-SIG N ") Disclosures**

You consent, understand and agree that: (i) this Agreement will be entered into electronically, (ii) your computer meets the minimum access requirements specified below, (iii) the Agreement shall last until you withdraw consent in the manner described below, and (iv) the following categories of information may be provided to you by electronic communication.

- Cardholder Agreement (including federal Truth in Lending account opening Disclosures, and other federal law and state law Disclosures) and amendments thereto
- Deposit Agreement (including federal Truth in Savings initial Disclosures, and other federal law and state law Disclosures) and amendments thereto
- This Electronic Communications Agreement (including E-Sign Disclosures), and amendments thereto
- Privacy Policy of the Bank, and amendments thereto
- Notice of adverse action with respect to your application or the Accounts; and notice of incompleteness of your application.
- Balance, activity and certain other information on the Accounts
- Periodic statements and transaction history for the Account
- Notices to you of the resolution of any claimed error on your periodic statements
- Inquiries or notices to you about transactions made
- Authorizations related to the account
- Other Disclosures related to your application or to the Accounts, which are required or permitted under federal or state law to be provided to you in writing but which, absent your informed consent given under this Electronic Communications Agreement, would not be considered validly provided if they were provided to you only by electronic means.

You have the right to withdraw your consent to have future instances of the above-referenced categories of information made available to you by electronic communication. If you withdraw your consent, we will respect your preference and send you information in a paper format. Your withdrawal shall not apply to information properly provided before the withdrawal takes effect.

If at any time after your Account is opened you wish to withdraw your consent, you may do so by sending us your request in writing to: First Latitude, P.O. Box 9053, Johnson City, TN 37615-9053 or by calling us toll-free at 1-866-766-5543. To update your contact information, please do so via our Customer Center online at [www.firstlatitude.com](http://www.firstlatitude.com) or by mailing to: First Latitude, P.O. Box 9053, Johnson City, TN 37615-9053. In addition to the electronically communicated information provided to you above, you may obtain a paper copy of any of the above-referenced categories of information (including a copy of this Agreement) free of charge (except as set forth at the end of this paragraph with respect to copies of

certain billing statements) by providing a written request addressed to First Latitude, P.O. Box 9053, Johnson City, TN 37615-9053. Such a request will not be considered a withdrawal of consent to receive information by electronic communication **unless you expressly withdraw your consent in such request**. As provided in the Cardholder Agreement, if you request an additional copy of a Billing Statement that is more than six (6) months old, we will charge you a Billing Statement Copy Fee of \$1.00 for each Billing Statement requested to the extent not prohibited by law.

In order to access and retain the categories of information referenced above by electronic communication, you must have the following hardware and software requirements:

- a personal computer, including sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- Microsoft Windows 2000, Microsoft Windows XP with Service Packs 1 and 2, Microsoft Vista, Microsoft Windows 7, or Mac OS 10.X or higher
- a secure (encrypted) Web Browser (FireFox 3.6 or higher, Internet Explorer 8.0 or higher, Chrome 4.0 or higher, Safari 4.0 (Mac) or higher)
- Internet access through an Internet Service Provider (ISP)
- a valid email address
- for electronic Account statementing, Adobe Reader. To download a free copy of Adobe Reader, please visit <http://get.adobe.com/reader/download/>.

**We may change these requirements from time to time. If any of these requirements change, we will provide you with advance notice of the change.**