

Electronic Communications Agreement

Effective December 2020

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You agree to receive electronic Communications from us

Nium, Inc, d/b/a Rayo, offers products and services only over the internet. Therefore in order to do business with us, you must consent to receive communications from us electronically.

Terms

“You” and “Your” refer to any person who accesses or uses the Rayo Site, the Rayo App or Services.

“We” “Our” or “Us” refer to the Rayo Site, the Rayo App and Nium, Inc.

Electronic Communications

You agree to receive all disclosures, notices, terms of use, agreements, privacy policies, statements, records, documents, and other information about our products and services (“Communications”) in electronic form, via email, through our website, or through our App. When our products and services are offering together with a Bank Partner, you agree to receive Communications from the Bank Partner regarding those products and services in in electronic form, via email, through our website, or through our App.

Updating Your Information

You agree that Rayo is not responsible for any delay or failure in your receipt of any Disclosure, text message or email notice that is not caused by Rayo's failure to send such a Disclosure or notice to the phone number or email address you have provided to us. We will not assume liability for non-receipt of notification of availability of electronic Documents in the event your mobile number, email address or other contact information on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity and/or software; or for other reasons beyond our control.

It is your responsibility to provide us with current, true, accurate and complete mobile number, e-mail address, contact, and other information related to the Rayo Services, and to maintain and update promptly any changes in this information. You can update your email address and other

contact information at any time from your account settings within the Rayo website, mobile App, or by contacting Rayo at support@rayo.com.

Minimum Requirements

To access the Rayo products and services, you understand that you will need the following:

- A computer or mobile device with an Internet connection or mobile connectivity;
- For website-based Disclosures accessed by computer, the computer must have a current operating system and web browser (PCs should be running Windows 7 or higher and Internet Explorer 10 or higher, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, or Firefox);
- For Disclosures accessed by mobile application or mobile website, the mobile device must have a current operating system and web browser (iOS 11.4 or higher devices running Safari or Chrome; Android 7.0 or higher devices running Android Browser or Chrome), and the most current version of the Rayo App;
- A current version of a program that accurately reads and displays PDF files (e.g., Adobe Acrobat Reader);
- A valid email address, and, if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must permit messages from the rayo.com domain in your spam filter;
- A working mobile telephone number that can receive text messages; and
- Sufficient storage space to save Disclosures or the capability to print the Disclosures from the device on which you view them.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic Disclosures. Continuing to use the Rayo Services after receiving notice of the change is the reaffirmation of your Consent. If a Rayo customer chooses to not to make the necessary upgrades, the customer understands and accepts the liability that they may not have access to all of Rayo's services. For example, services such as Apple Pay may not be available to a customer if the customer does not meet Apple's minimum system requirements at any given time. If a change in these requirements creates a material risk that a customer will not be able to access or retain electronic records, Rayo will provide notice of the change. Customers of Rayo understand that by continuing to use Rayo's electronic services after receiving updates to our system requirements signifies the customer's acceptance of the change and reaffirmation of your consent. If however, Rayo changes its minimum requirements, Rayo will reobtain consent from its customers.

Withdrawing Consent

You have the right to withdraw your Consent to receive electronic Communications at any time. However, because Rayo only provides services over the internet, if at any time a customer withdraws consent, Rayo will terminate the customer's Rayo account(s) and related services. This includes the customer's use of the Rayo website and mobile application. Any withdrawal of your Consent will be effective after a reasonable period of time for processing your request. The legal effectiveness, validity and/or enforceability of prior electronic Disclosures will not be affected. You agree to pay any amount owed to Rayo and/or the Bank Partner even if you withdraw your Consent and we close or limit access to your account. To withdraw your consent please contact Rayo at support@rayo.com.

Customer Consent

By clicking the checkbox and continuing with creating your account, you consent to the terms of this Agreement.