

# E-SIGN CONSENT

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Republic Bank & Trust Company and Comdata Inc. (collectively, “we” or “us”) are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. This E-Sign Consent (the “Consent”) contains important information about your legal rights—please read it thoroughly and save a copy for your records.

**Your Consent.** To the extent permitted by applicable law, you consent to use electronic signatures, including by clicking an electronic check box, and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically, including but not limited to, emails, text messages, or website or mobile app postings or notifications; (2) you satisfy the minimum hardware and software requirements specified below; (3) you will provide only accurate contact information, including a valid email address to which you have access, if requested by Comdata; and (4) your consent will remain in effect until you withdraw your consent as specified below.

**Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) an active and valid email address; (2) for desktop website-based Communications, a computer that operates on a platform like Windows or a Mac environment and a Current Version of a widely-used web browser (such as Edge, Firefox, Safari, or Chrome); (3) for mobile and application-based Communications, a smart phone or tablet that operates on a device operating system that supports text messaging and downloading applications from the Apple App Store or Google Play Store; (4) a connection to the Internet; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher. You are responsible for the installation, maintenance, and operation of your device, computer, browser, and any software. We are not responsible for any errors or failures from any malfunction of your device, computer, browser, or any software. We are also not responsible for any computer virus or related problems that may be associated with the use of this electronic delivery. If these requirements change and that change creates a material risk that you will not be able to access electronic Communications from us, we will provide you with notice of the change.

**Your Right to Withdraw Your Consent.** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by calling the number on the back of your card. If you withdraw your consent to receive Communications electronically, we may close your Card Account. If we close your Card Account, any remaining funds will be refunded to you, and you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective. For the avoidance of doubt, requesting a paper copy of any Communication will not be treated, in and of itself, as withdrawal of consent to receive electronic Communications.

**Copies of Communications.** You should print and save and/or electronically store a copy of all Communications that we send to you electronically. Upon request, we will provide you with a paper copy of any Communication that we have provided to you electronically. If you would like a paper copy of any Communication, please make the request by calling the number on the back of your card. There will be no charge for a paper copy of any Communication we have sent to you electronically.

**Address or Name Changes.** You are responsible for notifying us of any change in your name, physical address, mailing address, email address, or phone number. Requests for address or name changes may be subject to additional verification requirements. To change your email or phone number you can call the number on the back of your card. To change your address, please call the number on the back of your card.

We will attempt to communicate with you only by using the most recent contact information you have provided to us. You agree that any Communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual.

This Consent does not apply to any Communication that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.