

Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly - It contains important information about your legal rights. This eCommunications Disclosure covers your Final Credit Card accounts accessible, either currently or in the future, whether accessed through a personal computer or mobile device (sometimes referred to as "Mobile App"), our websites, or other electronic means. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

(1) Your Legal Rights

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this eCommunications Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information (and note that in Section No. 3 below, we explain ways to obtain selected disclosures or other information on paper even after you have consented to this eCommunications Disclosure).

(2) Types of Electronic Communications You Will Receive

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through e-mail (if applicable and if you have provided a valid e-mail address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;
- The Online Terms of Service Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to

account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act or other applicable federal or state laws and regulations;

- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain information or forms that we request from you and ask you to submit electronically.

(3) Types of Communications You Will Receive in Paper

This eCommunications Disclosure does not apply to any communications 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.

Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

(4) Electronic Signatures

You acknowledge that by clicking "Submit" or similar buttons on this application, you are indicating your intent to receive electronic communications about your application for a Final credit card and that this shall constitute your signature.

(5) Hardware and Software Requirements

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

For Online Access through a personal computer:

- An operating system, such as:
 - Windows 7 or newer.
 - Macintosh OS 10.x
- Access to the Internet and a compatible Internet browser which supports HTML 5.0 and 12TLS 1.2 or newer and Javascript, such as:
 - For PC using Windows 7 or newer
 - Firefox 41.0.1 and higher
 - Chrome 45.0.2454 and higher
 - For Macintosh using OS 10.x
 - Safari 9.0 and higher
 - Firefox 41.0.1 and higher

- Chrome 45.0.2454 and higher

For Online Access through an iPhone

- iOS 8.0 and higher
- The latest Final Mobile App compatible with your device platform

Note: "Mobile" currently refers to iPhones that access Final through Final's most recent Mobile App.

As new browsers and operating systems emerge, Final will seek to utilize new technology to create a better user experience. As such, current minimum requirements are subject to change.

(6) How to Withdraw Your Consent to this eCommunications Disclosure

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by contacting us at support@getfinal.com or 855-552-5375. You will not be charged a fee for withdrawal of your consent. If you withdraw your consent to this eCommunications Disclosure, we may stop providing you with Communications electronically and we may terminate your Final account. Your withdrawal of consent is effective only after you have communicated your withdrawal to Final by calling the appropriate customer service phone numbers and Final has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

(7) Obtaining Copies of Electronic Communications.

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this eCommunications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by contacting us at support@getfinal.com or 855-552-5375. Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications.

(8) Updating Your Contact Information

In the event that your e-mail address or other contact information is changed, you must notify us of such changes immediately by accessing your account through the Final website, contacting us at support@getfinal.com or 855-552-5375.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

(9) Retain Copies for Your Records

We recommend that you print or download a copy of this eCommunications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you can obtain one at [Final Privacy Policy](#).