

Electronic Communications Agreement

Effective as of 5/1/2024

This Electronic Communications Policy (“Policy”) applies to all communications related to the Bivo Accounts and accompanying services available through Bivo mobile application (“Bivo Mobile App”) and bivocash.com (the “Website”). This Policy supplements and is to be construed in accordance with the terms of the agreement you received with any product you have signed up for using the Bivo Mobile App or at bivocash.com including the Bivo Account(s).

“We”, “us”, “our”, and “Bivo” refers to Bivo Financial LLC, Bivo Inc., and their affiliates. “You” and “your” mean the person or persons identified on the Bivo Account(s) and authorized users.

COMMUNICATIONS: “Communication” means, but are not limited to, terms and conditions, any customer agreements or amendments thereto, disclosures, notices, privacy policy, change-in-terms notices, statements, tax statements, transaction and deposit information, customer service communications, responses to claims, and all other information related to your Bivo Account(s) or related products and service, including but not limited to, information we are required by law to provide to you in writing.

The Bivo Account(s) are intended for use only by person(s) who are willing and able to receive notices and communications exclusively through the Website, the Bivo Mobile App or via electronic mail (“E-mail”). If you do not agree to receive the legally-required notices and communications described herein in electronic and not paper form, then you may not open a Bivo Account. Similarly, if after providing consent hereunder, you withdraw it, we reserve the right to close the Bivo Account(s) and terminate your participation in the Bivo Account(s).

SCOPE OF COMMUNICATIONS TO BE PROVIDED IN ELECTRONIC FORM: When you use a product or service to which this Policy applies, you agree that any Communications will be provided in electronic format, to the extent allowed by law, and that paper Communications will not be sent. You affirm that you have access to the hardware and software requirements identified below. You consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Bivo Account(s), including e-statements or other periodic statements;
- Change-in-terms related to your Bivo Account(s);
- All tax statements and related communications, including, but not limited to, forms 1099-INT and 1099-MISC;
- Privacy policies and notices;

- Responses to claims filed in connection with your Bivo Account(s);
- Notices regarding insufficient funds or negative balances; and
- All other communications between us and you concerning your Bivo Account(s) and any related transactions, products or services.

METHODS OF PROVIDING COMMUNICATIONS: We may provide Communications to you by email, text message, or on the Website, Bivo Mobile App, or mobile websites (including via “hyperlinks” provided online, in e-mails, or in text messages).

HARDWARE AND SOFTWARE REQUIREMENTS: In order to access, view, and retain electronic Communications that we make available, you must have:

1. Either an Apple iPhone running iOS version 8.0 or higher and access to Apple Store or an Android device running Android OS 5.0 Lollipop and above and access to the Google Play Store;
2. a personal computer capable of running one of these compatible browsers:
 - Internet Explorer version 9.0 or higher
 - Firefox version 35 or higher
 - Safari version 6.1 or higher
 - Chrome version 38 or higher; and,
3. access to an active e-mail account with an Email service provider.

We may update these requirements as necessary to preserve the ability to receive electronic Communications. If there is a substantial change in these requirements, you will be notified of the changes accordingly.

HOW TO WITHDRAW YOUR CONSENT: You may withdraw your consent to receive electronic Communications by writing to: support@bivocash.com. Our business model is designed to provide Communications to you in electronic format only. For this reason, if you withdraw your consent, we will close your Bivo Account(s) and mail you a refund check for any amount remaining balance(s) in your Bivo Account(s), in accordance with the terms of your deposit and/or savings account agreement. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

REQUESTING PAPER COPIES OF ELECTRONIC COMMUNICATIONS: We will not automatically send you a paper copy of any Communication, however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it or by requesting that we mail a paper copy. To request a paper copy, please e-mail us at support@bivocash.com. There are no fees associated with the request

for the delivery of paper copies of any Communication provided electronically pursuant to this Policy.

HOW TO UPDATE YOUR RECORDS: It is your responsibility to provide us with a true, accurate, complete and keep your email address and/or mobile phone number current so that we can communicate with you electronically. You can update information (such as your email address and/or phone number) through Bivocash.com or through the Bivo Mobile App. You understand and agree that if we send you a Communication, but you do not receive it because your email address and/or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

COMMUNICATIONS IN WRITING: All Communications in either electronic or paper format from us to you will be considered “in writing”. You should print or download for your records a copy of this Policy and any other Communication that is important to you.

FEDERAL LAW: You acknowledge and agree that your consent to electronic Communications 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.

TERMINATION / CHANGES: We reserve the right, in our sole discretion, to discontinue the provision of your Communications, or to terminate or change the terms and conditions on which we provide Communications. We will provide you with notice of any such termination or change as required by law.