

clearXchange E-sign Disclosure and Consent

Last Updated: December 23, 2015

YOU MUST AGREE TO THIS E-SIGN CONSENT TO REGISTER FOR THE CLEARXCHANGE SERVICES.

This E-sign Disclosure and Consent (“E-sign Consent”) applies to all Records and Communications for clearXchange.com Services. “Records and Communications” means the clearXchange.com User Service Agreement (the “Service Agreement”) between you and clearXchange for the clearXchange services described in the Service Agreement as well as any modification or amendments thereto; any policies, notices or disclosures; and all other information that we may be required to provide to you in writing by law.

1. **Records and Communications May be Provided in Electronic Form.** You agree that we may provide you with Records and Communications in electronic format. Your consent to receive electronic Records and Communications includes, but is not limited to:
 - All legal and regulatory disclosures and communications for the clearXchange services;
 - Notices or disclosures about a change in the terms governing use of the clearXchange services;
 - Privacy policies and notices.

2. **Providing Records and Communications in Electronic Form.** All Records and Communications to you in electronic form may be provided (i) by email, (ii) by access to a website designated in an email notice from clearXchange to you, or (iii) to the extent permissible by law, by access to a website generally designated in advance for such purpose.

3. **How to Withdraw Consent.** You may withdraw your consent to receive Records and Communications in electronic form by contacting us at customerservice@clearXchange.com. Once we process your request to withdraw your consent to receive Records and Communications in electronic form, your access and use of the clearXchange services will terminate. Any withdrawal of your consent to receive electronic Records and Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. **How to Update Your Information.** You are responsible to provide us with true, accurate and complete email address, contact and other information related to this E-sign Consent and to the clearXchange services and to maintain and update promptly any changes in that information. You can update your information through our website.

5. **Hardware and Software Requirements.** In order to access, view and retain electronic Records and Communications that we make available to you, you must have:
 - An internet browser that we support, which are Internet Explorer 10.x or higher, Safari 3.2.x or higher, Firefox 32.x or higher and Chrome 38.x or higher, Mac OSX Safari 5 and higher, Safari for iOS 6 and higher, Chrome for iOS, and Chrome for Android;

- Local, electronic storage capacity to retain Records or Communications or a printer to print them;
 - A valid email account and software to access that email account;
 - An up-to-date device or devices (e.g., computer, tablet, mobile phone, etc.) suitable for connecting to the Internet and supported by clearXchange;
 - An operating system capable of receiving, accessing and displaying Records and Communications from us in electronic form via text-formatted email or access to our website using a supported browser
6. **Requesting Paper Copies.** We will send no paper copy of any Records and Communications to you unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your electronic Records and Communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any particular Records and Communication be mailed to you, contact us at customerservice@clearXchange.com. Please make sure to state that you are requesting a paper copy of particular Records and Communications. We do not charge a fee for providing a paper copy of Records and Communications.
7. **Records and Communications in Writing.** All Records and Communications in 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 E-sign Consent and any other Records and Communications important to you.
8. **Federal Law.** You acknowledge and agree that this E-sign Consent is being provided by you 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 clearXchange both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
9. **Termination/Changes.** clearXchange reserves the right, in our sole discretion, to discontinue the provision of electronic Records and Communications, or to terminate or change the terms and conditions on which we provide electronic Records and Communications. We will provide you with notice of any such termination or change as required by law.
10. **Consent.** You hereby give your affirmative consent to receive electronic Records and Communications as described in this E-sign Consent. You further agree that your computer or other device satisfies the hardware and software requirements specified above and that you have provided clearXchange with a current email address at which we may send you electronic Records and Communications.