Electronic Communication Agreement

Last updated: July 3, 2024

Please read this agreement carefully and print or download a copy for your files.

This Electronic Communications Agreement ("Disclosure") applies to all communications regarding products and services ("Services") provided by Exto Inc. doing business as Atlas and Atlas Application ("Atlas", "we", or "our") and your use of our website (www.AtlasFin.com) (“Website”) and mobile application. This Disclosure supplements and is to be construed in accordance with the terms contained in the Atlas Terms of Service and Account Agreements you will receive if you open an Atlas Account. "Communication" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, privacy policies, payment authorizations and receipts, and all other information we communicate to you in connection with the Services or related products, including but not limited to information that we are required by law to provide you in writing.

In connection with the Services, we are required by law to provide you with certain Communications in writing. Without your consent, we are not permitted to provide those Communications to you electronically. The Service(s) is intended for use only by person(s) who are willing and able to receive Communications electronically, exclusively through the Website, the Mobile App, push notification, SMS message, or via electronic mail ("E-mail"). If you do not agree to receive the Communications described herein in electronic, and not paper form, you may not open an Atlas Account. Similarly, if after providing your consent hereunder, you withdraw such

consent, your Atlas Account(s) will be closed and you will not be permitted to use any other Services.

1. Scope of Communications to Be Provided in Electronic Form.

When you use a Service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you. You consent to receive Communications from Atlas and its third-party service providers 24 hours a day, 7 days a week.

Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Atlas Accounts, including e- statements, account histories, or other periodic statements;
- Change-in-terms related to your Atlas Accounts;
- Privacy policies and notices;
- Responses to claims filed in connection with your Atlas Accounts;
- Payment authorizations, confirmations, and receipts;
- Notices regarding insufficient funds or negative balances; and
- All other Communications between us and you concerning your Atlas Accounts and any related transactions, products or services.

2. Method of Providing Communications to You in Electronic From.

Communications that we provide to you in electronic form will be provided either (1) via E-mail; (2) by access to a web page that is designated in an E-mail notice sent to you at the time the information is available; (3) logging into your Atlas Account on the Atlas mobile application (including in the "Statements" section of the app); (4) via SMS message and push notification. You will not receive a notification when your statement is available to be viewed. You are responsible for retrieving the statement(s) from the Website or mobile application.

3. How to Withdraw Consent.

You may exercise your right to withdraw your consent to receive Communications in electronic form at any time by writing to us at Atlas c/o Exto Inc., 300 Coventry Rd, Kensington CA 94707. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request. If you withdraw your consent we will close your Atlas Account or limit your access to your Atlas Account and other Services. You agree to repay any amounts you owe us on your Atlas Account. When you do, we mail you a refund check for any remaining balance(s) deposited in your Atlas Account, in accordance with the terms of your Atlas Account Agreement. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

4. How to Update Your Records.

It is your responsibility to provide us with a true, accurate and complete email address, contact, and other information related to this Disclosure and your Atlas Accounts, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the Atlas Mobile App or by emailing **support@AtlasFin.com**. We are not responsible for any delay or failure in your receipt of the Communications that is not caused by our failure to send such Communication to the contact information you provided to us. We will not assume liability for any delay or failure in your receipt of Communications in the event that your mobile phone number, E-mail address or other information we have on file for you is invalid; your E-mail service provider, mobile carrier, 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 or software; or for other reasons beyond our reasonable control.

5. Hardware and Software Requirements.

In order to access, view, and retain electronic Communications that we make available to you, you must have: - A mobile device, capable of downloading and operating the Atlas mobile application, and which runs on one of the following operating systems: - an Apple iPhone or iPad running iOS version 8.0 or higher; - an Android phone running Android version 4.1 or higher. - The most current version of the Atlas app; - A working mobile telephone number that can receive SMS messages; - Sufficient storage space on your mobile device or personal computer to save Communications we send, and/or the ability to print the Communications from the device or computer on which you view them; - Access to an active email account

with an Email service provider, 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 AtlasFin.com domain in your spam filter; - Access to the internet or mobile connectivity; AND - A current version of a program that accurately reads and displays PDF files (e.g., Adobe Acrobat Reader). We may update these requirements as necessary to preserve the ability to receive electronic Communications. 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 Services after receiving notice of the change is the reaffirmation of your Consent.

6. Requesting Paper Copies.

We may, 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 yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us at **support@AtlasFin.com** during normal business hours. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization.

7. 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 Disclosure and any other Communication that is important to you.

8. 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 federal Electronic Signatures in Global and National Commerce Act (the "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.

9. Termination/Changes.

We reserve the right, at 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.

10. Consent.

By agreeing to this Electronic Communications Agreement, you give your affirmative consent to our provision of electronic Communications to you as described herein. You understand and agree that your electronic signature or acceptance has the same force and effect as a signature given in ink. You further agree that your mobile device or other device you will use to receive, view, store, and/or print

Communications satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address and mobile telephone number at which we may send electronic Communications to you. If you do not provide your consent and agreement, you may not use the Services and must discontinue your use of the Services immediately.