

Electronic Communications Agreement (E-SIGN Disclosure & Consent)

Effective Date: May 1, 2025

This Electronic Communications Agreement ("**Agreement**") explains how Mela Finance Inc. ("**Mela**," "**we**," "**our**" or "**us**") delivers legally-required disclosures, statements, notices, and other information (collectively, "**Communications**") to you ("**Customer**" or "**you**") in electronic form, and obtains your consent to receive Communications electronically instead of in paper form. This Agreement is made pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (**E-SIGN Act**, 15 U.S.C. § 7001 et seq.) and, where applicable, state electronic-records statutes.

BY CLICKING "I AGREE," ELECTRONICALLY SIGNING BELOW, OR USING THE SERVICES, YOU CONSENT TO ELECTRONIC DELIVERY OF ALL COMMUNICATIONS, ACKNOWLEDGE THAT YOU CAN ACCESS AND RETAIN THEM, AND CONFIRM YOU MEET THE HARDWARE/SOFTWARE REQUIREMENTS LISTED HEREIN. If you do not consent, do not use the Services; paper Communications are only available under Section 6 and may limit service functionality.

1 Scope of Consent

This Agreement applies to **all** Communications relating to (a) your Mela Account(s), (b) any Payment Services, debit card, subscription plan, remittance service, or future products, and (c) any ancillary agreement or disclosure we are legally required to provide in writing (e.g., privacy notices, ACH authorizations, periodic statements, tax forms such as IRS Form 1099-INT). Unless specifically excluded, electronic delivery under this Agreement satisfies any requirement that Communications be "in writing."

2 Methods of Electronic Delivery

Mela may deliver Communications by one or more of the following means:

- **Email** to the primary address on file;
- **Secure in-app message** or dashboard notification;
- **SMS/text message** containing a link or limited-content notice (with your prior opt-in for SMS);

- **Posting** on our website or within your authenticated Mela session, accompanied by a notice of availability;
- **Push notification** to a registered mobile device.

A Communication is deemed **received** when we (i) transmit it to your email address, (ii) make it available for download and send a notice of availability, or (iii) otherwise deliver it via one of the channels above, whichever occurs first.

3 Hardware & Software Requirements

To receive, view, and retain electronic Communications, you must have:

Requirement	Minimum Specification
Device	A computer, tablet, or smartphone capable of accessing the Internet and receiving email.
Operating System	Windows 10 or later; macOS 11 or later; iOS 14 or later; Android 10 or later.
Browser	Latest public release of Chrome, Firefox, Safari, or Edge with cookies and JavaScript enabled.
PDF Reader	Software capable of opening PDF files (e.g., Adobe Reader v2020+ or native OS reader).
Internet Connection	512 kbps or faster.
Storage/Print	Ability to download or print files for your records.
Email	Access to an active email account with 10 MB free storage.

If we update these requirements and a material change creates a risk that you may not be able to access Communications, we will provide notice and prompt you to reconfirm consent.

4 Retention of Records

We recommend you **download or print** a copy of each Communication for your permanent records. You may also retrieve historical statements and notices in the Mela app for at least **seven (7) years** or longer as required by law.

5 Customer Responsibilities

- **Maintain Contact Information** – You must keep your email address, mobile number, and mailing address current. Update changes in the Mela app or by emailing support@mela.finance. Undeliverable email (e.g., bounce-backs) may result in account restrictions until updated.
- **Monitor Communications** – Check your email and in-app inbox regularly; log in promptly after we notify you of available documents.
- **Protect Credentials** – Electronic documents may contain sensitive information; safeguard your device and login credentials.

6 Paper Copies & Withdrawal of Consent

1. **Requesting Paper Copies** – You may request a paper copy of a specific Communication by emailing support@mela.finance or writing to: Mela Finance Inc., Attn: Records, 8 The Green #20124, Dover, DE 19901, USA. We will mail it within a reasonable time. We reserve the right to charge a **reasonable service fee** per copy, as listed in the Fee Schedule.
2. **Withdrawal of Consent** – You may withdraw electronic-delivery consent at any time by contacting us the same way. Withdrawal will be effective after we process it (usually within 3–5 business days). **Consequences:** (a) we may close or suspend your account if electronic delivery is required for the product; (b) we may charge a monthly paper-statement fee; (c) any prior electronic disclosures remain valid.
3. **No Fee for Withdrawal** – We do not charge a fee solely to withdraw consent, but paper-statement fees, if any, will apply going forward.

7 Federal & State Disclosures

- **E-SIGN Act Compliance** – This Agreement constitutes the “consumer consent” required by the E-SIGN Act § 101(c).
- **State Variations** – To the extent state law provides additional rights (e.g., California Consumer Privacy Act, New York DFS regulations), Mela will honor those rights consistent with its Privacy Policy.
- **International Users** – If you access the Services from outside the U.S., you acknowledge that U.S. law governs this consent. If local law requires paper delivery, do not use the Services.

8 Modifications to this Agreement

We may amend this Agreement by electronic notice in accordance with Section 2. Continued use of the Services after the effective date constitutes acceptance. If you do not agree to a material change, you must withdraw consent and close your account before the change takes effect.

9 Contact Us

Email: support@mela.finance

Phone: +1 571-721-1145

Mail: Mela Finance Inc., 8 The Green #20124, Dover, DE 19901, USA

10 Acknowledgement & Consent

By signing electronically, you confirm that:

1. You have **read and understood** this Agreement;
2. You **consent** to receive and sign Communications electronically;
3. You have the **hardware and software** described above; and
4. Your consent applies to **all Communications** relating to Mela products and services until withdrawn.

* **Electronic Signature:** Typing your name, checking an “I Agree” box, or using any electronic signature method offered by Mela has the same legal effect as a handwritten signature.
