

## **ABLEnow Consent to Electronic Communications**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE AND KEEP A COPY FOR YOUR RECORDS:

By registering for this service, you hereby agree and understand that you are providing your consent to the electronic delivery of account communications and documents about your ABLEnow Account ('Account'). Consenting through this site demonstrates that you have the required hardware and software (as noted below) and that you are able to access information we have posted on this site. If you do not consent to receive your ABLEnow documents electronically, certain paper copies will be provided. Examples of documents that we would mail to you may include, but are not limited to: IRS Tax Return Forms 1099-QA and 5498-QA, monthly Account statements, PNC Privacy Policy, ABLEnow Account Negative Balance Notifications and ABLEnow Blocked Account Notifications.

### **1. Categories of Electronic Communications**

You are agreeing to electronic delivery of any and all disclosures or information relating to your Account. Your consent will apply both at the time of enrollment and in the future. The Electronic Communications covered by your consent may include, but are not limited to:

- The ABLEnow Program Description and Custodial Account Agreement
- ABLEnow Deposit Account Interest Rate Schedule
- ABLEnow Account Fee Schedule
- The ABLEnow Privacy Policy
- The PNC Privacy Policy
- IRS Tax Return Forms 1099-QA and 5498-QA
- Documents issued by mutual fund companies including prospectuses
- Letters, notices or alerts regarding your Account, including notices of changes in services or fees
- Monthly Account statements and related forms
- Any disclosure required by federal, state or local law, including disclosures under the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act
- Other information, documents, data records and other legal notices that may relate to your Account, (e.g., prospectuses).

These Electronic Communications may include your name and some information about your Account, including your balance; however, we will never include your full account number or social security number in Electronic Communications directly emailed to you. Electronic Communications may be viewed by any party with access to your Account or the email account you have provided to use for delivering these Electronic Communications.

Your consent will continue to apply and you will continue to receive electronically the applicable or requested information pertaining to your Account above until you are no longer an accountholder.

### **2. How to Withdraw Consent**

You may withdraw your consent to receiving Account documents and communications electronically at any time, by contacting us in writing at Attn: 9001 Arboretum Parkway, North Chesterfield, VA 23236 or by telephone at 1-844-NOW-ABLE (1-844-669-2253). If you do, you will receive certain ABLEnow documents issued after the date on which you withdraw such consent in paper form. We will not impose a fee to process the withdrawal of your consent to receive Electronic Communications. However, you will no longer be able to receive certain notifications regarding your Account electronically. Any withdrawal of your consent to Electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal request. If you withdraw your consent to receive Electronic Communications, you will still be able to log in to the ABLEnow Consumer Portal. A copy of

your Account statement will be sent to you via U.S. mail each month; however a fee may apply in accordance with the then current ABLEnow Account Fee Schedule which can be found at [able-now.com](http://able-now.com) or by logging in to your account on the ABLEnow Consumer Portal.

### **3. Hardware and Software Requirements**

To access and retain Electronic Communications, you must have the following:

- SSL-enabled web browser such as Microsoft Internet Explorer 11.0 or later, Google Chrome most current and prior two versions, Apple Safari 5.x or greater, Mozilla Firefox most current and prior two versions and Microsoft Edge (Windows 10) most current and prior 2 versions.
- A personal computer or equivalent device capable of connecting, and actually connected, to the Internet via dial-up (56 Kbs or faster), DSL, cable modem, wireless access protocol or equivalent access. (Internet and/or e-mail access may incur charges from service providers or local telephone companies.)
- Acrobat Reader software version 6.0 or higher to view documents in Portable Document Format (PDF). This viewer is available for download, free of charge, from [www.adobe.com](http://www.adobe.com)
- Sufficient electronic storage capability on your hard drive or other data storage facility or a means to print or store notices and information through your browser software.

### **4. Requesting Paper Copies**

You should not expect to receive a paper copy of any Electronic Communication, unless you request it or we otherwise deem it appropriate to do so. You may obtain paper copies of certain Electronic Communications at any time by accessing the appropriate section of the ABLEnow Consumer Portal and printing it yourself or by calling us at 1-844-669-2253.

### **5. 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 a copy of this Consent to Electronic Communications, and any other Electronic Communication that is important to you for your records. If you are opening an ABLEnow Account you should also download and print the ABLEnow Program Description and Custodial Account Agreement.

### **6. Terminations/Changes**

If you are enrolling in the ABLEnow Program, we reserve the right, at any time and without notice, to stop providing you electronic statements and all other Electronic Communication and provide you with paper statements. We will provide you with notice of any such termination or change as required by law. Reasons for cancellation include, but are not limited to, not viewing your last three (3) electronic statements. A monthly statement fee is assessed to customers who receive paper statements. Your Account will then be assessed the monthly statement fee as stated in the then current ABLEnow Account Fee Schedule found at [able-now.com](http://able-now.com) or by logging into your account on the ABLEnow Consumer Portal.

You are responsible for providing us with a current, valid email address as well as to keep us informed of changes to your email address by updating your customer profile online or by calling us at 1-844-669-2253. You understand that it is important to provide a current, valid email address or you may not receive important information related to your Account. If emails we send to you advising you of Account related information are returned to us, we may in our discretion cancel your enrollment for Electronic Communications. In order to resume electronic delivery of any and all disclosures or information relating to your Account you will need to re-enroll for delivery of Electronic Communications by providing updated email address information.

You are also responsible for informing us if any statement or other Electronic Communication is not accessible, is incomplete or is unreadable. If you are unable to retrieve a copy of your statement, through no fault of ours, you will no longer be receiving electronic delivery of any and all disclosures or information relating to your Account. You may request that a copy of your ABLEnow account statement be sent to you via U.S. mail; however, a fee may apply in accordance with the disclosures or information you have received regarding your Account, (*e.g.*, the then current Fee Schedule found at [able-now.com](http://able-now.com) or by logging in to your account on the ABLEnow Consumer Portal). Your election to receive a copy of your Account statement via U.S. Mail does not constitute a withdrawal of your consent. Your consent will continue to apply until you are no longer an account holder or until you withdraw your consent as provided above. We are not accepting any responsibility to archive your statements beyond the time required by applicable law.

## **7. SPAM Filters**

We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications and/or notice of electronic statement availability from us after enrolling for Electronic Communications and statements, please check with the provider of your email account and/or the SPAM filter associated with your email account.

## **8. Acceptance and Consent**

You have elected to apply electronically to open an ABLEnow Account with PNC. By clicking the Certification Paragraph check box on the Authorization Page in your enrollment application, you consent to the ABLEnow Program Documents including this Agreement and, you agree to the following statements:

- I have read, understand and agree to be bound by the terms and conditions described above and consent to receive Electronic Communications according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my internet service provider, when accessing and/or viewing such document(s).
- I understand and agree that: (i) my consent to view documents electronically does not automatically expire and is not limited as to duration; (ii) confirm that I have computer hardware and software that meet the requirements above; (iii) consent to receiving all Electronic Communications in connection with my Account electronically (as described above), and (iv) agree that, except as provided in this Agreement, I may no longer receive any agreements, fee schedules, disclosures, transaction activity, statements, forms, privacy notices or other communications related to my Account in paper form.