

You have expressed an interest to Merrick Bank (“we” or “us”) in applying for a credit card by completing, signing and delivering back to us the credit card application form, (which we refer to, collectively, as the “Application Packet”). Below is information regarding your receiving, signing and delivering to us the Application Packet electronically. If you agree to these terms and conditions, please confirm that to us as described below.

This E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products, services and Accounts offered or accessible through or by us that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. **PLEASE NOTE:** Consenting to receive Communications under this Disclosure will not automatically enroll you in our Paperless Statements program. You must complete a separate online enrollment to stop receiving by US Mail paper account statements.

The words “you” and “your” mean you, the individual(s) or entity identified on the Application Packet or Account(s). As used in this Disclosure, “Account” means the credit card, installment loan, or deposit account you have with us. “Communication” means this Application Packet, any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

### **1. Scope of Communications to be Provided in Electronic Form**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Online Banking for your Account. As an example, we may choose to send by email legally required notification of changes to terms and conditions related to use of our Cardholder Center.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in our Paperless Statement program (“Paperless Statements”).

### **2. Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download an electronic PDF file containing the Communication.

### **3. How to Withdraw Consent**

You may withdraw your consent to receive Communications in electronic form by calling us at 1-800-253-2322 (toll free) or 1-516-224-1762. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **4. How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the Cardholder Center, by calling us at either 1-800-253-2322 (toll free) or 1-516-224-1762.

## 5. Hardware and Software Requirements

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

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An email account with an Internet service provider and email software that enables you to view email in either plain text format or html format;
- A personal computer with sufficient processing capacity, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email or by access to our web site using one of the browsers specified below.
- Software (typically Adobe Acrobat Reader) that enables you to view and print files in Portable Document Format (.pdf).
- An Internet browser that supports 128 bit encryption.

## 6. Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically from us, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at either 1-800-253-2322 (toll free) or 1-516-224-1762. We may charge you a reasonable service charge or copying charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. 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.

## 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 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.

## 9. Termination / Changes

We reserve the right, in 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. Acknowledging Your Access and Consent to Receive Materials Electronically

To confirm your access to this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you can access and read this disclosure and that you can print on paper or electronically save this page for your future reference. If you consent to receiving Communications we will provide to you in electronic form as described above, please let us know by consenting below.