# Capital Community Bank and MDG USA, Inc. CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

("Consent Statement")

Capital Community Bank ("CCBank") offers your Revolving Credit Account for purchase from MDG USA, Inc. ("MDG") only on the Internet because MDG sells its products only on the Internet. For that reason, it is necessary for you to consent to transact business with CCBank and MDG online and electronically. As part of your Revolving Credit Agreement with CCBank must provide a number of agreements and disclosures to you. In addition, as part of purchase from MDG, MDG must provide certain documents to you.

You have the right to receive certain of the legal disclosures, notices, communications and other items listed below (together, the "Covered Items") in paper form by mail. However, CCBank and MDG would instead provide these Covered Items to you electronically if you give CCBank and MDG your Consent to do so, provide CCBank and MDG an email address and satisfy the System Requirements below. When CCBank and MDG provides you these Covered Items electronically, we will do so by sending them to you at the email address you have provided to us.

For purposes of this Consent Statement, the Covered Items include, at minimum, the following categories of disclosures, notices and communications:

- A copy of your Revolving Credit Agreement and Disclosure Statement
- Copies of your Order Summaries
- Copies of your authorizations for automatic payments on your Revolving Credit Account
- Periodic statements for your Revolving Credit Account
- Initial and annual Privacy Notices
- · Billing inquiry communications
- · Account cancellation notices
- Suspension of charge privileges
- Payment due notices
- Payment inquiry communications
- Notices of changes in terms to your Revolving Credit Agreement

## **System Requirements**

To access and retain the Covered Items, you must have a working e-mail address and a computer:

- working Internet access,
- a Web browser that supports 128-bit encryption (such as Chrome®, Firefox®, Internet Explorer®, or Safari®),
- 16 MB of available memory (32 MB of RAM recommended) and
- a program that can view, save and print PDF files (such as Adobe ® Reader ® 4.0 or higher).

To demonstrate you can access Covered Items in a PDF format, <u>click here</u> for a test document. If you are unable to view the test document you need to install the necessary Adobe® Reader® software. You can download Adobe® Reader® by <u>clicking here</u> (clicking will open another browser window and take you to Adobe's website). By providing us your Consent, you confirm you have successfully accessed the test document.

#### Consent

Your consent to receive disclosures and transact business electronically, and our agreement to do so, applies to any transaction to which such disclosures relate. By agreeing to this Consent Statement, you give CCBank and MDG your consent to electronically provide you the Covered Items for your Account and you certify you:

- (1) meet the above System Requirements,
- (2) have successfully accessed the test document, and
- (3) will provide and maintain a valid email address to receive the Covered Items electronically (collectively, your "Consent").

You understand that by giving CCBank and MDG your Consent, you may no longer receive such Covered Items in paper form and you accept any consequence of not reviewing the Covered Items in a timely manner. Your Consent will remain in effect for your Account for so long as you are a user and, if no longer a user until such time as all disclosures relevant to transaction that occurred while you were a user have been made, or you provide a Withdrawal of Consent or your Revolving Account is closed by you or CCBank.

### Withdrawal of Consent

You may withdraw your Consent to electronic disclosures at any time by calling us at 1-800-906-0975. Or by accessing your Revolving Credit Account online at <a href="https://www.mdg.com/online">www.mdg.com/online</a>. Withdrawing your Consent will not affect the enforceability of any Covered Items already provided or your obligation to make payments.

#### **Modification of Consent Terms**

We reserve the right to modify these terms and conditions at our discretion. We will provide you with notice of such modification(s) electronically at the email address you have provided to us. If you do not agree to these terms as modified, you must notify us of your Withdrawal of Consent before its effective date.

#### **Your Email Address**

The email address you provide to us to send you Covered Items must be your email address. If you change your email address, you agree to notify us online at <a href="mailto:finance@mdg.com">finance@mdg.com</a>

#### **Paper Copies**

You can request paper copies of Covered Items through your online account, or by calling us at 1-800-906-0975. We retain copies of these Covered Items for the time periods required by law and will provide you with copies of these upon request within those time periods. We do not necessarily retain copies for longer than is required by law. Save or print copies of Covered Items to ensure you have them when needed. We also reserve the right to provide Covered Items in paper form at all times at our discretion even if you have given us Consent to provide them electronically.