

**Capital Community Bank and MDG USA, Inc.**  
**CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES**  
("Consent Statement")

Capital Community Bank ("CCBank") offers your Revolving Credit Account ("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
- Revolving Credit 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, [click here](#) 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 [clicking here](#) (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 Revolving Credit 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 Revolving Credit 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 [www.mdg.com/online](http://www.mdg.com/online). 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 [finance@mdg.com](mailto:finance@mdg.com)

### **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.

### **CONSENT TO USE OF TELEPHONE NUMBERS**

You authorize MDG USA Inc. and Capital Community Bank, a Utah-chartered bank ("CCBank"), their affiliates, agents and others calling at their request or on their behalf to contact you at any number (i) you have provided to us, (ii) from which you have called us, or (iii) which we obtain and believe we can reach you at. We may contact you in any way, such as calling, texting, using an automated dialer, or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

### **CUSTOMER COMMUNICATIONS**

By clicking "submit application," you expressly consent to be contacted by us, our agents, representatives, affiliates or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specified number(s) you have provided to us, or numbers we can reasonably associate with your Account (through skip trace, caller ID capture or other means), with information or questions about your application, or Account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

We offer you the chance to enroll to receive SMS/text messages from MDG USA Inc., ("MDG") and Capital Community Bank, a Utah-chartered bank ("CCBank"), such as account-related news and alerts and/or offers for products and services. By enrolling in MDG and CCBank's SMS/text messaging service, you agree to receive text messages from MDG and CCBank, to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using an automatic telephone dialing system and that standard message and data rates apply. **Consent to receive SMS/text messages is not required as a condition of obtaining your Revolving Credit Account or purchase.**

To unsubscribe from text messages at any time, text STOP to 302-213-3381 or reply STOP to any text message you receive from MDG and/or CCBank. You consent that following such a request to unsubscribe, you may receive one final text message from MDG USA Inc. and Capital Community Bank confirming your request. For help, text HELP to 302-213-3381 or contact us at [support@mdg.com](mailto:support@mdg.com).

**TELEMARKETING CALLS:** If you have provided consent for telemarketing calls, you agree that (i) we, our agents, representatives, affiliates, third parties, and anyone calling on our behalf may call, email or SMS messages (including text messages) you at the numbers and addresses you have provided for purposes of describing goods and services that may be of interest to you, offered by us, and/or third parties; (ii) agree these calls, SMS messages (including text messages) may be made using an automatic dialing or email system technology and/or involve prerecorded and/or artificial voice messaging. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to telemarketing calls may be revoked by informing the telemarketing representative, or any other method, which ensure we receive the revocation.

**Your consent to telemarketing calls is not a condition of obtaining your Revolving Credit Account or purchase.**

You also understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry.

**Opt-Out:** You can revoke your consent by contacting us via email at support@mdg.com, or by calling Customer Service at 1-800-906-0975. You may also reach us by writing to us at the following address: MDG USA Inc. 3422 Old Capitol Trail, PMB# 1993, Wilmington, DE 19808, Attention: Customer Service.