

Consent to Electronic Communications:

YOU MUST INDICATE YOU'VE READ AND CONSENT TO THE ELECTRONIC COMMUNICATIONS DISCLOSURE:

By agreeing to this *Consent to Electronic Communications* ("Agreement"), you consent ("Consent") to receive certain disclosures and communications in electronic form in connection with your online request for a Surge credit card account ("Card"). The communications covered by your consent are set forth below, and may be triggered during the following online processes: (1) pre-qualification credit card requests, (2) fulfillment of credit card offers, (3) credit card applications, and (4) credit line increase requests. These online processes are collectively referred to as an "Application." These terms also govern your election to receive electronic communications for your Cardholder Agreement upon accepting the Card and Deposit Account Contract (if applicable). By giving your Consent, you agree to the following:

- You agree to obtain electronically, information in connection with the extension of credit to you, including but not limited to, the Cardholder Agreement for the Card, this Agreement, Monthly Billing Statements for the Card, Truth in Lending disclosures, change-in-term notices, fee and transaction information, notices of adverse action, state and federally mandated brochures and disclosures, and transaction information ("Communications"). Electronic Communications will be provided at no cost to you either at the email address you provided on your application or by posting the Communications to your secure online account. In order to obtain your Communications online in a secure environment, you must first open an online account at [www.surgecardinfo.com]. Once your online account has been established, you must choose the "Receive Electronic Statement Only" function as your statement delivery method.
- If you do not open an online account at www.surgecardinfo.com, you will receive paper Communications mailed to the home address listed on your application. You may change how you receive your Monthly Billing Statements at any time by contacting us at P.O. Box 3220, Buffalo, NY 14240-3220, by calling us at 1-866-449-4514 or logging into your Card account at www.surgecardinfo.com.
- You must provide your current e-mail address on your application. By providing your email address, you consent that you are be able to receive emails at that address from us or third

parties with whom we contract to provide Communications. If your e-mail address changes, you must notify us in writing or send us an e-mail, using secure messaging, at least five (5) days before the change. If you fail to notify us of any change in your e-mail address, we will provide Communications to you at the e-mail address maintained in our records. Any Communications we send will be deemed to have been provided on the date we send an e-mail.

- To receive electronic Communications, you must have an Internet service provider and Internet access. Your browser must support the Secure Sockets Layer (“SSL”) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer 6 and above supports this feature. You will also need either a printer connected to your computer to print Communications or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You will also need to have a current version of Adobe Acrobat Reader installed on your personal computer or mobile device.
- Upon your request, we will provide you with a paper copy of a communication that we provide electronically. If you would like a paper copy of any material, write to us at P.O. Box 3220, Buffalo, NY 14240-3220 or call us at 1-866-449-4514. There will be no charge for a paper copy of any material we have provided electronically.
- You may withdraw your Consent to receive electronic Communications at any time. If you withdraw your Consent, you must contact us at P.O. Box 3220, Buffalo, NY 14240-3220 or call us at 1-866-449-4514. If you withdraw your Consent, you will obtain paper Communications. You will not be charged for any paper Communications. If you elect to receive paper Communications other than Monthly Billing Statements, we may terminate the Agreement and ask for payment of the balance due.
- You agree to download or print a copy of this Agreement for your records.
- We may amend the terms of this Agreement to Electronic Communications by providing you advance notice in accordance with applicable law.

Electronic Signature:

By selecting the 'I Agree' button below, which constitutes your signature on this Agreement, you consent to receive the Communications; you acknowledge that you have read and agree to

the above terms and conditions; that your computer and/or mobile device satisfies the hardware and software requirements specified above; and that you can receive and access information and print or save web pages, PDF files, this Agreement and any applicable Credit Card Decline Notice.