

CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES

Thank you for your interest in Discover. You are entitled by law to receive certain Communications "in writing," i.e., on paper ("Required Disclosures"). To provide you with account updates as quickly and conveniently as possible, we need your consent to send you Required Disclosures electronically instead. We also need your general consent to use electronic records and signatures in our Communications with you. Please review this Disclosure carefully and confirm you agree and meet the requirements before proceeding.

In this Consent, the words "we," "us," "our," and "Discover" means Capital One, N.A. and its successors and assigns. (Discover is a division of Capital One.) The words "you" and "your" refer to the individual giving consent to this agreement and any person represented by that individual. "Communications" means each disclosure, notice, application, agreement, security agreement, promissory note or other evidence of debt, change in terms, undertaking, fee schedule, inquiry, monthly or periodic statement, request, response to a claim, transaction history, privacy policy, record, tax form, document or other information of any kind we may provide or display to you, or that you may sign or submit or agree to at our request, either now or in the future, which is related to (1) any product or service we may offer (each an "Account", including pre-approved offer(s)) and/or (2) any secure website or digital platform allowing you to maintain your Account ("Account Center"). This applies to both current and future Communications.

1. Your Consent. You agree that any of the Communications we provide to you may be in electronic form. For Communications where your signature is required, you agree to allowing an electronic signature. This may include, but is not limited to, electronic delivery of monthly or periodic Account statements. In some cases, we may give you the option of receiving monthly or periodic Account statements either electronically or on paper. If we do, then electing to receive the statements on paper is not a withdrawal of consent, whether you make that election when you open the Account or at a later date. We may also use electronic signatures and obtain them from you on any Communication. Communications may occur via paper mail until an online account is created, triggering electronic statements.

2. Methods of Providing Communications to You Electronically. All Communications that we provide to you in electronic form will be delivered either:

- via e-mail or text message;
- by your accessing a website that we will designate in an e-mail, text message, or other electronic notice we send to you at the time the Communication is available;
- by posting or displaying the Communication on a website or in an application, to the extent permitted by law.

We may establish security procedures you will have to follow to access the website or the Communications which may include stating limitations on the time Communications are available on the appropriate website. If you are unable to access the Secure Message Center, please call us at 1-800-347-7000.

If you use a spam filter, which blocks or reroutes emails from senders not listed in your email address book, you must allow our Communications to ensure delivery.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice, which you will be notified of when necessary. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

3. How to Withdraw Consent. You may withdraw your consent to receive Required Disclosures electronically by calling 1-800-347-7000 or, if applicable, in the Account Center. * You may withdraw your consent with respect to an Account, Account Center, or both at no charge to you. Withdrawing your consent to receive Required Disclosures electronically may have one or more of the following consequences:

- Certain products may require consent to electronic records and signatures. If so, you will be notified that a withdrawal of consent may result in your account or application being cancelled or withdrawn.
- It may delay your transactions with us or the delivery of information or documents to you.
- It may cancel your access to Account Center.
- If one of your Accounts requires the use of electronic Communications or is “electronic only,” or you have such an Account and withdraw your consent with respect to Account Center, then we may (1) convert your affected Account(s) to a different type of account that has different terms, services, fees, and benefits, or (2) close your affected Account(s).
- Discover Personal Loan products require consent for application. Once provided, consent may only be revoked after the loan has entered servicing.

A withdrawal of your consent to receive Required Disclosures electronically will be effective only after we have had a reasonable period of time to process your withdrawal. A withdrawal of consent does not affect any Required Disclosures that were provided prior to the withdrawal and does not affect any separate agreement you have made with us in a Communication to use electronic signatures and records. Withdrawal of consent also does not prevent us from sending Communications other than Required Disclosures to you electronically, such as monthly or periodic statements. If given the option to choose either electronic or paper statements, electing to receive the statements on paper will not withdraw this consent.

4. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and promptly update any changes in this information. You can update your contact information at any time in the Account Center or by calling 1-800-347-7000.

5. Hardware and Software Requirements. To receive electronic Communications you must have an active email address, and also have access to:

- a Current Internet Browser (one that is currently being supported by its publisher; e.g., Microsoft® Edge®, Apple® Safari®, Firefox®, or Google® Chrome®);
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer or mobile device with an operating system capable of supporting all of the above.

A full list of currently supported software and hardware requirements can be found at [Electronic Disclosures System Requirements | Discover](#).

If you wish to print out and retain records on paper, you will also need a printer. If you wish to retain records in an electronic form, you'll require electronic storage.

For some Accounts or for certain services associated with Account Center you may also need the ability to receive text messages.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. When possible, if we are able to detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if it suffers from a security flaw or other flaw that makes it unsuitable for use.

6. Requesting Paper Copies. We will not send you a paper copy of electronic Communications from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy. Requests for paper copies must be made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at 1-800-347-7000. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

7. **Retaining copies.** We encourage you to print or download a copy of all electronic Communications, including this Consent, for your records.

8. **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.