

## **Account Center E-Sign Consent and Disclosure**

**Effective November 18, 2013**

This Account Center E-Sign Consent and Disclosure ("Disclosure"), applies to all communications for those services offered or accessible through the Discover Bank Account Center ("Account Center"), including Bill Pay and Funds Transfer Services.

The words "we", "us", "our", and Discover refer to Discover Bank, a Delaware-chartered bank; "you" and "your" refer to each person or entity in whose name an Account is held or who has authority to operate an Account, as well as any permitted assignee or successor in interest to the Account. "Account" means the Deposit Account and/or Personal Loan Account you have with us.

**Communications to Be Provided in Electronic Form.** You agree that we may provide you with any communications related to the services and transactions processed through the Account Center ("Communications") in electronic format unless and until you withdraw your consent as described below. Your consent includes but is not limited to the following Communications:

- All legal and regulatory disclosures and communications associated with Account Center transactions, including (i) the Terms and Conditions of the Account Center (Banking) Agreement, and (ii) the Bill Pay Service, the Discover Personal Loan ("DPL") Agreement, and the DPL Automatic Payments Service (collectively, the "Services").
- Notices or disclosures about a change in the terms of the Services;
- Any communications related to claims regarding unauthorized bill payment or funds transfer transactions and responses to any claims relating to the Services; and
- Privacy policies and notices related to the Services

Please note that agreement to this E-Sign Consent and Disclosure will not result in enrollment in paperless statements.

**Method of Providing Communications to You in Electronic Form.** You agree that all Communications that we provide to you may be provided in electronic form and delivered to you as a message in the Secure Message Center via the Account Center. We will send an email notification of such Communications to your e-mail address on file. You can access Communications by logging in to the Account Center using your User Name and Password.

**Withdrawing Consent.** You may withdraw your consent to receive Communications electronically by calling us at 1-800-290-9885, and your access to and use of the services offered through the Account Center, including the Bill Pay and Funds Transfer Services will be terminated. There will be no fees or penalties for withdrawal of your consent.

If you withdraw your consent and your access to the Account Center is terminated, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable time to act on your termination notice. Once we have acted on your termination notice, we will make no further transfers or payments from your Account(s), including transfers or payments that you have previously authorized.

At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications.

If we terminate your access to the Account Center, we reserve the right to make no further transfers or payments from your Account(s), including any transactions that you have previously authorized.

**Paper Copies.** You may request a paper copy of Communications by calling 1-800-347-7000.

**Updating Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s). In order to ensure we are able to provide you with notices regarding your Account(s), please promptly update any changes to this information. You can update your information in the Account Center or by calling us at 1-800-347-7000.

**Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have Internet access and access to a printer. You must also have one of the following hardware/browser combinations, with cookies enabled and the following software:

### **Target Browsers Supported**

#### **Internet Explorer**

- IE 8.0 and higher

#### **Firefox**

- Firefox 21.0 and higher

#### **Google Chrome**

- Chrome 27.0 and higher

#### **Safari**

- Safari 5.1.7 for Windows and Safari 6.0 and higher for MAC