

## **ESIGN Consumer Disclosure and Consent**

From time to time, MRV Banks ("Company" or "we" or "us") may be required by law to provide you certain written notices and/or disclosures. With your consent, we may provide these notices and disclosures electronically, instead. We also need your general agreement to use electronic records and signatures in our transactions with you.

### **By Clicking "Begin":**

- You agree that your electronic signature indicates your intent to execute the document with or at the request of Company for purposes of accepting the terms and conditions of such document.
- You acknowledge and agree to this Disclosure and Consent which you have accessed and read.
- You agree to receive in electronic form this ESIGN Consumer Disclosure and Consent ("Disclosure and Consent"), and all disclosures, notices, agreements and other documents, records or communications (collectively, "Communications") regarding or related to (i) the eOriginal SmartSign® Web Signature Service (the "Signature Service") or (ii) your transactions with us. You also agree to the use of electronic signatures in your transactions with us.
- You represent that the computer you are using and intend to continue to use in connection with the Signature Service meets the hardware and software requirements described in this Disclosure and Consent. This includes, but is not limited to, the ability to receive email and to access and review PDF files.

### **Service Charges**

You will not pay any service charges or fees to view, print or execute Communications documents using the Signature Service.

### **Receiving Disclosures and Notices Electronically**

This Disclosure and Consent as well as all Communications regarding or related to the Signature Service will be easily accessible by you within the Signature Service, however for Communications you view and/or execute using the Signature Service at our request or in connection with your transactions with us, those Communications may only be accessible for a limited period of time; therefore the Signature Service is not a backup or record management facility and you should download and/or print the Communications for your records.

We may send you text messages. You consent to our texting your mobile/cellular telephone number. Our text messages to your mobile/cellular telephone numbers could result in charges to you.

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. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

### **Obtaining Paper Copies**

You can get free paper copies of any of Communication by: (i) viewing the Communication within

the Signature Service and either clicking the print icon on your browser or choosing download in the Signature Service to obtain an electronic copy of the Communication which you can later view in a PDF reader and print; or (ii) contact Company to request a paper copy using the contact information provided in your invitation email or contacting us via our contact information provided below in this Disclosure and Consent.

## **Keeping Your Contact Information Up-To-Date**

In connection with your Signature Service session log in, you have provided eOriginal, Inc. and us with one or more current email addresses, your first and last name and other information for identity verification purposes and to provide you with copies of Communications you may review or execute on the Signature Service. Therefore, you must make sure that you have provided a current and correct email addresses each time you log in to a new session on the Signature Service.

## **Hardware and Software Requirements**

To ensure you have the best experience using the Signature Service and get the most current security features to protect your information online, we ask that you have hardware and software that meets the following requirements:

- Operating systems using up-to-date Mac OS X, or Windows operating system; or tablets, or smart phones using Android, or iOS operating systems.
- A printer to print copies or documents, or sufficient computer disk space to save copies of documents.
- Software that is able to access and view PDF files.
- Internet access with an up-to-date Internet browser which allows per session cookies. Browsers using latest release versions of Google Chrome or Mozilla Firefox or Safari or Internet Explorer.

You will also need an active email address.

If you use other hardware or software, you may not receive the same level of support or performance, but as long as you are able to read and review the information above, you should be able to utilize the Signature Service. If we ever change the hardware or software requirements for using the Signature Service, the revised policy will apply only to future Communications you view and/or execute using the Signature Service, and the revised policy will be posted upon your next session log in to the Signature Service.

## **Withdrawing Your Consent**

After you have accepted this Disclosure and Consent, you can withdraw your consent to this Disclosure and Consent and electronic receipt of Communications by clicking the "Withdraw Consent" button shown under "More Options" on each page of the Signature Service. However, your consent to this Disclosure and Consent is required to execute all Communications within your transaction. Withdrawing your consent at any time before you have executed all Communications in your transaction will result in:

- Your Signature Service session will be immediately terminated;
- You will no longer be able to view or execute any transaction documents using the Signature Service;
- You will not be able to access the Signature Service to print or download transaction documents you viewed and/or executed using the Signature Service before you clicked

"Withdraw Consent" and withdrew your consent;

- The document history of all transaction documents in your transaction, whether or not executed by you prior to clicking the "Withdraw Consent" button, will be marked to indicate that you have withdrawn your consent to this Disclosure and Consent;
- All other persons whose signatures are requested for any of the Communications will be denied access to execute and/or view any of the documents in the transaction, whether or not they executed the documents before you clicked "Withdraw Consent" and withdrew your consent; and
- Neither you nor any other person whose signature is requested for any of the transaction documents will be permitted access to the Signature Service to view or execute the transaction documents unless your ability to access the Signature Service for the Communications is re-established by the Company.

Withdrawing your consent to this Disclosure and Consent while in a session regarding one transaction package will not prevent you from later logging into the Signature Service to review and execute a different transaction package, provided that you provide consent at the time of log in.

## Transaction Document Obligations

By providing your electronic signature for a given transaction document using the Signature Service, you agree that you are legally bound by such document and you are solely and fully responsible for fulfilling all duties and obligations set forth in such document just as though you had signed in ink a paper copy of such document. Should you choose to "Withdraw Consent" before viewing and executing all transaction documents in the displayed list, you acknowledge that this action will have the consequences described in the Section entitled Withdrawing Your Consent above.

## Changes to This Disclosure and Consent

The Disclosure and Consent in effect when you register to use the Signature Service will apply to your entire session on the system and, if you were invited to access the Signature Service by email, to each subsequent log in you make using the same transaction and security codes provided in that email. However, we may change this Disclosure and Consent at any time. For example, we may add, delete or amend terms or services. The modified Disclosure and Consent will be posted for your review and acceptance upon your next new session log in to the Signature Service. If you do not agree to the modified Disclosure and Consent, you will be allowed to decline to use the Signature Service by clicking the "Decline to eSign" button upon log in. You will not be allowed to enter the Signature Service to sign or view documents.

## In Case of Errors, Questions or Comments

Should you have any questions, comments or concerns you wish to discuss regarding the transaction documents displayed on the Signature Service for your view and/or execution, or the content or legal effect of such transaction documents, please **do not** contact the Signature Service Support Department as they do not have any such information and are unable to answer any questions regarding the transaction documents posted by others onto the Signature Service. For all such questions you must contact us using the contact information below:

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