



P.O. Box 105972, Atlanta, GA 30348-5972

Effective: September 21, 2021

Electronic Delivery Terms Conditions

By selecting "I Agree" below, you are agreeing to receive electronically the documents, disclosures and notices identified below (collectively, "Electronic Communications"). The Electronic Communications will be made available to you through Synchrony Bank's (the "Bank" or "we") website (the "Service"). You agree that this consent applies with respect to each Bank deposit account (each, an "Account") that you access through the Service from time to time. All Electronic Communications from the Bank to you will be considered "in writing." You should print or download a copy of this consent, the Account Agreement, and any other electronic communication that is important to you for your records.

You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

What is covered by this Consent?

If you provide this consent to Electronic Communications in connection with the opening of an Account, this consent applies to the documents, disclosures and notices applicable to your Account or the Service, including the following materials:

- Your Account Agreement and any amendment to it
- Any other agreements, terms or conditions that apply to your use of the Account or Service
- Any initial, periodic or occasional disclosures provided in connection with the opening of an Account or use of an Account or the Service, including Truth in Savings disclosures, Electronic Funds Transfer disclosures, our Funds Availability Policy, our Privacy Notice, our Online Privacy Statement and fee schedules
- Your Account statements and transaction records, as well as statement inserts
- Other disclosures required by law or regulation

If you provide the consent to Electronic Communications in connection with electing to use a product or service, this consent applies to the documents, disclosures and notices applicable to such product or service, including the following materials:

- Any agreements, terms or conditions that apply to your use of such product or service offered by or through us in connection with your Account that you access electronically, such as the Mobile Deposit Service
- Other disclosures required by law or regulation relating to such product or service

Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. Notwithstanding your consent to Electronic Communications, we may send you paper copies of documents, disclosures and notices.

These Electronic Communications may include your name and some information about your Account; however, we will not include your full account number or social security number in any email communication. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering e-mail alerts, or the hardware or software you use to view your Account information or your e-mail account.

What do I need to access Electronic Communications?

In order to access certain personalized Electronic Communications, you must log in to the Service. Other Electronic Communications may be accessible on the public portion of our website.

To access and retain Electronic Communications, you must have a computer or mobile device that can connect to the internet, and an internet connection. If you use a computer to access Electronic Communications, you must have (i) access to the Internet; (ii) an SSL-enabled web browser that supports HTML 5, JavaScript and CSS3; (iii) software capable of reading .pdf files; and (iv) sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software. If you use a mobile device to access Electronic Communications, you must have (i) access to the Internet; (ii) an SSL-enabled web browser that supports HTML 5, JavaScript, and CSS3; (iii) software capable of reading .pdf files; and (iv) sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software. To receive e-mail alerts, you must also have an active e-mail account capable of viewing HTML-formatted e-mails. By agreeing to this Consent, you represent that you have the capability to receive and view, and print or download, Electronic Communications in accordance with these requirements. Contact us immediately if you have any difficulty accessing your Electronic Communications or if you have any questions about your electronic delivery instructions.

You may also elect through the Service to receive e-mail alerts when an Electronic Communication is added to your Account. If you opt-in to e-mail alerts, you represent that you are able to receive, view and print HTML-formatted e-mails at the address you provide. E-mails to you shall be deemed provided when they leave our e-mail server. You can terminate e-mail alerts at any time through the Customer Profile settings in the Service or by calling our Call Center at 1-866-226-5638. If e-mails advising you of the availability of Electronic Communications are returned to us, we may cancel your enrollment for Electronic Communications and resume sending you communications in paper format in the mail. If this happens, you will need to re-enroll to receive Electronic Communications with updated information.

We will seek to have our e-mail notifications properly listed with relevant SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. You should add the Bank's e-mail domain to the "safe" list of any SPAM filter that you use so that your filter does not block our e-mail. If you fail to receive e-mail notifications from us after enrolling for Electronic Communications, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.

We do not endorse, and have no responsibility for, any computer, mobile device or telecommunications provider. Access fees by internet or wireless service providers may apply to your receipt of Electronic Communications through the Service.

Can I get paper copies?

Yes. On the Customer Profile settings screen of the Service, or, with respect to statements, on the [Statements] screen of the Service, you can elect to receive both electronic and paper copies of Electronic Communications that are required by law to be provided in writing. You also can download or print a copy of any Electronic Communication for your records. You may request a paper copy of any Electronic Communication that we are obligated by law to provide in writing and that is delivered through the Service by calling our Call Center at 1-866-226-5638. Fees for researching your request and making copies of the requested documents may apply. See the fee schedule applicable to your Account. If you would like to have access to an Electronic Communication beyond the period that we are required to retain and make it available to you under applicable law, you should download or print a copy for your own records.

How do I update my information or withdraw my consent to Electronic Communications?

You can update your contact information and/or withdraw your consent to Electronic Communications by (i) logging into the Service and updating the contact information or changing your election to receive Electronic Communications through the Account Administration function of the Service, or, to withdraw your consent to receive statements electronically, through the [Statements] screen of the Service, or (ii) calling customer service at 1-866-226-5638. Withdrawing your consent to receive Electronic Communications will not affect the legal effect, validity or enforceability of any Electronic Communication that is made available prior to such withdrawal or of any related transaction.

Can I continue to use the Service if I withdraw my consent?

Yes. You must consent to receive Electronic Communications in order to open an Account or initiate a new product or service through the Service, but you are not required to consent to receive Electronic Communications to continue to use the Service thereafter. However, even if you fail to consent, or withdraw consent previously given, you agree that we may continue to communicate with you electronically with respect to any document, disclosure or notice that is not required by law to be in writing.

Can the Bank change the terms and conditions of this Consent?

We may modify the terms and conditions of this Consent in our discretion from time to time. We will provide notice of any such modification by posting the modification on the Service. You can reject the modification by withdrawing your consent to Electronic Communications as provided above. If you fail to withdraw your consent to Electronic Communications before the effective date stated in the modification, you will be deemed to have agreed to the modification. Your continued use of the Service without withdrawing your consent to Electronic Communications also will confirm your agreement to the modification of this Consent.

If the Account is a Joint Account, How Does the Consent Apply to Different Account holders?

Only the primary account holder may establish or modify the settings for Electronic Communications for a joint account. All disclosures that are required by law are provided to the primary account holder. Secondary account holders may be required to consent to certain Electronic Communications in order to initiate on-line or mobile electronic fund transfers.