## Beneficial eDocs E-Sign Disclosure Agreement

This Beneficial eDocs E-Sign Disclosure Agreement ("Agreement") applies to all Communications for those products, services and Accounts offered or accessible through Beneficial's online electronic statement portal (collectively, "eDocs").

The words "we," "us," "our" and "Beneficial" refer to the entity with which you have your Account and its affiliates, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in this Agreement, "Account" means the account(s) you have with us now or in the future, including ones which you open through Online Banking. "Communication" means any customer agreements or amendments thereto, monthly billing or account statements, regulatory disclosures, change in terms, notices, responses to claims, transaction history, privacy policies and other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing. All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, (4) by requesting you download a PDF file containing the Communication, or (5) by a message sent to your mobile device. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

You acknowledge and agree that your consent to electronic Communications 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, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- Legal and regulatory disclosures and communications associated with the Account or the product or service available through **eDocs** for your Account. As an example, Beneficial may send by e-mail legally required notification of changes to terms and conditions related to your Account(s) or Online Banking.
- Notices or disclosures about a change in the terms of your Account or associated payment feature or issues and responses to claims.
- Privacy policies and notices.
- Monthly statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in the eDocs program ("eDocs"). "eDocs" includes account statements and may include related inserts or other documentation that is available for online viewing including, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy notices and other important disclosures and information regarding your Account.
- Changes in terms to this Agreement.

You agree that by continuing to receive e-mail notification regarding the availability of Communications from us you are confirming your consent to be bound by this Agreement and any changes to this Agreement. You agree that you will follow the "How to Withdraw Consent" as described below if you wish to remove consent. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting us at 888.742.5272.

Combined Statement. If you currently receive a combined periodic statement via mail for your accounts, electing eDocs for one account will automatically enroll you in eDocs for all accounts on the combined periodic statement. If you would like to continue to receive one of these account periodic statements via mail, please contact us at 888.742.5272 to discuss how to remove the combined statement.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by selecting "unsubscribe" at the bottom of your eDocs email notifications, calling the Customer Contact Center at 888.742.5272 or stopping into a branch. We ask that you never provide us with confidential information about you or your account via e-mail. 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

Hardware and Software Requirements. In order to access, view, and retain electronic Communications from us, you must have:

- an up-to-date Internet browser that <u>we support</u> to access your Account through eDocs;
- local, electronic storage capacity to retain our Communications and/or a printer to print them;
- a valid e-mail account and software to access it;
- an up-to-date device or devices (e.g., computer, smart phone, tablet, etc.) suitable for connecting to the Internet;
- software that enables you to view files in the Portable Document Format ("PDF");
- cookies and JavaScript must be enabled in the browser options;
- In order to view **eDocs** you must: be enrolled in **eDocs**, have received a password, and have notified us of your e-mail address. To view your **eDocs** and disclosures, you will need to use Adobe Acrobat Reader. This software can be downloaded for free through the **eDocs** site.

Requesting Paper Copies. You should not expect to receive a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone, in a branch, or log in to Beneficial Bank's Online Banking and send a request using "Secure Email" in the Support section. We may charge you a reasonable service charge, of which we will have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You acknowledge and agree that your consent to electronic Communications 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, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**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.

We may amend or change this Agreement at any time after such notice or authorization, if law requires any. If the law requires no notice or authorization, your continued acceptance of electronic disclosures or statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

E-mail Address of Record for Accounts with Joint and/or Multiple Owners. Only one account owner's authorization is required to enroll in eDocs.

For purposes of electronic notification, you will need to designate one of the existing e-mail addresses associated with a joint or multiple owner account as the "e-mail address of record." The e-mail address of record will be the only e-mail address that electronic notification will be sent to when documents are available for viewing.

The e-mail address of record must be the e-mail address of an account owner who has authority to make transactions and act on behalf of the account. For example, you may not designate the e-mail address of a minor, incompetent or deceased individual as the e-mail address of record.

## Acceptance and Consent:

By accepting this Agreement, you agree to the following statements:

I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).

I understand and agree that: (i) certain documents will continue to be delivered to me via U.S. Mail that are not included in the **eDocs** program and that in the future some or all of these documents may be made available for me to view online in accordance with this Agreement; (ii) my Agreement to view documents electronically does not automatically expire and is not limited as to duration; (iii) the entity or entities with which I have my Account(s) and/or their agents may revoke my participation in the **eDocs** program at any time at their discretion; (iv) neither entity or entities with which I have my Account(s), nor their agents will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Agreement; and (v) inserts that may be provided along with my Account statements contain important information or disclosures concerning my Account and I agree to review such inserts and all other Communications in a timely manner.

Confirmation Code: 17a632