

## Electronic Records (E-Sign) Disclosure and Consent and Service Agreement (“E-Sign Agreement”)

Please read this Electronic Records (E-Sign) Disclosure and Consent and Service Agreement (“E-Sign Agreement”) carefully and keep a copy for your records.

This document consists of (1) a required disclosure and (2) a service agreement. By checking the box and clicking the “I Accept” button or initiating any other method in which you intended to document your agreement and consent in an electronic form, you are first providing your affirmative consent to receive certain required disclosures and agreements electronically, and you are also then agreeing to be bound by the service agreement that follows and other agreements, all as further described below. Even though the Bank may provide Materials to you electronically, the Bank may, in its sole discretion, also provide Materials to you in paper form and require you to return Materials in paper form.

**Online Banking Services.** Welcome to LendingClub Bank, National Association’s (the “Bank”) online banking services, which includes each and every product and service the Bank offers to you, whether through a website, software application, email, messaging services (including text messages), or otherwise (collectively, the “Services”). As part of the enrollment process and in order to use the Services, you must agree to the terms and conditions governing the use of the Services which are contained in all applicable Materials (as defined below) electronically. The Bank will need your consent to provide you with and obtain your agreement to these Materials electronically. Therefore, please review the terms of this E-Sign Agreement prior to giving your consent, and retain a copy of this E-Sign Agreement for your records.

**Materials You Will Receive Electronically.** By providing your consent under this E-Sign Agreement, you agree that the Bank will provide you with the following documents and information (collectively, the “Materials”) solely in electronic form: each disclosure, notice, agreement, undertaking, fee schedule, periodic statement, record, document or other information the Bank provides to you, or that you sign or submit or agree to at the Bank’s request, in connection with your relationship with the Bank. This includes amendments or modifications to any of the foregoing. Examples of Materials include but are not limited to the Bank’s Online & Mobile Banking Agreement, this E-Sign Agreement, the Bank’s Deposit Account Agreement, Product Terms & Conditions, and any account specific disclosure required by applicable law.

**Your Consent is Required.** You must consent to receiving these Materials before we can provide them to you electronically. Your consent will apply to your enrollment in the Services and any Materials we provide or make available to you.

**Paper Copy of Materials.** If you do not want to receive the Materials electronically, you should exit this area of the Bank’s website. If you do not consent to receiving an electronic copy of the Materials, the Bank will not be able to enroll you in the Services. You have the option to receive paper copies of the Materials. If you consent to receive the Materials electronically, you can also request a paper copy of the Materials by contacting our Customer Service department by phone at 1-800-242-0272. The Bank will not charge you any fees for providing a paper copy of the Materials.

**Withdrawing Your Consent.** If you later decide you do not want to receive the Materials electronically, you may withdraw your consent by contacting our Customer Service department by phone at the number listed above. If you withdraw your consent, however, you may no longer use the Services.

**Updating Your Contact Information.** If you consent to receive the Materials electronically, the Bank may contact you at the email address you have provided. Please be certain that the Bank has your correct and updated email address. If you change your email address, you may provide your new email address by contacting our Customer Service department by phone at the number listed above.

**System Requirements to Access the Materials.** To receive an electronic copy of the Materials, which will be provided to you in HTML or PDF format, you must have the following equipment and software:

- You must have a personal computer or other access device (such as a mobile phone) that is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 9, Mozilla Firefox 21, Google Chrome 27+, or Safari on Mac OS X 10.8 and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.
- A current version of a PDF reader.
- An active email address.

**System Requirements to Retain the Materials.** To retain a copy of the Materials being provided to you electronically, you must be able to print them or store them. To print the Materials, you must have a functioning printer connected to your personal computer or other access device, which is able to print the Materials on plain white 8½ x 11 inch paper. To store the Materials, you must have a functional file storage device.

**Systems Enhancements.** If the form of the Materials changes to as to require different or additional hardware or software, or upgrades, plug-ins or enhancements to the hardware or software used by you (all such changes referred to as a “Systems Enhancement”), the Bank will notify you and you may either terminate the Service or upgrade your hardware and/or software as required by the Systems Enhancement. If the Bank determines that the need for a Systems Enhancement creates a material risk that you may not be able to access or retain the Materials electronically, the Bank will notify you and allow you to either: (a) withdraw your consent to the Service or (b) re-confirm your consent to receive the Materials in a manner that reasonably demonstrates that you have upgraded your hardware or software to conform to the required Systems Enhancement. If you choose to withdraw your consent, or you fail to re-confirm your consent, the Bank will terminate the Service.

**Consent.** By clicking “I Accept” or initiating any other method in which you intended to document your agreement and consent in an electronic form, you are first giving your affirmative consent to receiving the Materials electronically as described in this E-Sign Agreement. You further agree that your computer or mobile access device satisfies the hardware and software requirements specified above and that you have provided the Bank with a current email address to which the Bank may send electronic Materials to you.