

## Marcus by Goldman Sachs® E-Sign Consent Agreement

Last Modified: September 8, 2020

PLEASE READ THIS E-SIGN CONSENT AGREEMENT (“**AGREEMENT**”) CAREFULLY AND RETAIN A COPY FOR YOUR RECORDS. THIS AGREEMENT APPLIES TO ALL DISCLOSURES, AGREEMENTS, STATEMENTS, NOTICES AND OTHER DOCUMENTS RELATED TO THE SERVICE (“**DOCUMENTS**”).

a. Definitions.

“**App**” means the Marcus by Goldman Sachs mobile app (together with any insights and other financial education information and materials available therein, and any related or successor app(s) thereto).

“**Notice Address**” means Marcus by Goldman Sachs, P.O. Box 45400, Salt Lake City, UT 84145-0400.

“**Service**” means the App together with the Site.

“**Site**” means the Marcus by Goldman Sachs site currently located at <https://marcus.com> (together with any insights and other financial education information and materials available therein, and any related or successor website(s) thereto, including blogs, forums or other discussion or informational websites).

As used in this Agreement, “you” means the person providing this consent and “us” or “we” or “our” means Goldman Sachs Bank USA.

- b. This Agreement will be effective until you tell us that you no longer want to receive Documents electronically by sending us notice in the manner described in the section of this Agreement titled “Withdrawing Your Electronic Acceptance of Documents.” Please note that if you do not want this Agreement to apply to you, you must opt-out as provided below. Even if you have previously opted-out of E-Sign for a different product or service offered by Goldman Sachs Bank USA, you must separately opt out of this Agreement if you do not want it to apply to you because Goldman Sachs Bank USA manages your E-Sign opt-out at the product or service level.

c. Electronic Delivery of Documents. You consent and agree:

- i. We can provide all Documents to you electronically, including all disclosures required by law and other information about your legal rights and duties;
- ii. Your electronic signature on any Documents has the same effect as if you signed them in ink; and
- iii. Your computer or electronic device meets the specifications and requirements listed below, and that such computer or device permits you to access and retain the Documents electronically.

You agree we can send all Documents to you via traditional mail or electronically (a) via email; (b) by access to a site or link we provide in an email notice we send to you when the information is available; or, (c) to the extent permissible by law, by access to a mobile app or site we designate in advance for such purpose. You agree Documents provided electronically have the same meaning and effect as if we provided paper Documents to you. When we send you an email or other electronic notification telling you a Document is available electronically and we do in fact make it available online, that shall have the same meaning and effect as if we provided a paper Document to you, whether or not you choose to view it. And we always reserve the right, in our sole discretion, to communicate with you by mail.

You also confirm you have the hardware and software described in the section of this Agreement titled “Hardware and Software You Will Need”, you are able to receive and review electronic records, and you have an active email account.

- d. Email Address. You must keep your email or electronic address current with us. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by contacting us toll-free at 1-855-730-SAVE (1-855-730-7283). We may provide you with separate instructions to update your email address from time-to-time. You agree if we send an email message to you regarding any electronic communication or send any electronic communication to the email address you have provided us and such email message is returned as undeliverable, we will be deemed to have provided such electronic communication to you.

e. Hardware and Software You Will Need. To use the Service and view Documents, you will need:

- i. A Current Version (defined below) of an Internet browser we support or a Current Version of the App;
- ii. A connection to the Internet;

- iii. A Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader); and
- iv. A computer or electronic device and an operating system capable of supporting all of the above ("**Your Device**")

By "**Current Version**," we mean a version of the software we support and that is currently being supported by its publisher or the applicable platform (e.g., Apple's iOS). We support the Current Version and for a period of time (at least three months), the version immediately prior to the Current Version of Firefox, Google Chrome, Microsoft Edge, Safari, iOS and Android.

As permitted by and in accordance with applicable law, we reserve the right to discontinue support of a Current Version of software for any reason, including our opinion that it suffers from a security or other flaw that makes it unsuitable for use with the Service.

If you make unauthorized modifications to Your Device, such as by disabling hardware or software controls (for example, through a process sometimes referred to as "jailbreaking"), or use a virtual private network, Your Device may no longer be eligible to access or use the Service and we reserve the right to deny or limit your access to the Service and to assert any other remedies available to us under these Terms.

- f. Withdrawing Your Electronic Acceptance of Documents. You understand you have the right to receive Documents in paper form. You can request paper copies and/or withdraw consent by contacting us at 1-855-730-7283.

Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, you may not be able to use certain online functionality with respect to the Service or complete actions with respect to the Service and we reserve the right to terminate your access to and use of the Service, which may take up to 30 days from when we receive your withdrawal of consent.

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