

## **Form of E-Communications Disclosure:**

***We suggest you read this document and print a copy for your reference.***

***Note: This E-Communication Disclosure (“Disclosure”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Harley-Davidson™ Promotional Card and any related products and services (“E-Communications”). This Disclosure supplements and is to be construed in accordance with the terms contained in the Cardholder Agreement (“Agreement”) you received from Sunrise Banks. The words “we,” “us,” and “our” refer to Sunrise Banks, N. A. the issuer of your Harley-Davidson™ Promotional Card. The words “you” and “your” mean you, the individual(s) identified on the Card Account. As used in this Disclosure, “Card Account” means the Harley-Davidson™ Promotional Card Account you have with us.***

***1. Scope of Communications to Be Provided in Electronic Form.*** *When you use a product or service to which this Disclosure applies, you agree that we may provide you with any required communications or disclosures in electronic format, and that we may discontinue sending paper communications and disclosures to you, unless and until you withdraw your consent to E-Communications as described below. Your consent to receive E-Communications includes, but is not limited to:*

- All legal and regulatory disclosures and communications associated with Harley-Davidson™ Promotional Card and any related products and services*
- Your Cardholder Agreement and any notices about a change in the terms of your Cardholder Agreement*
- Privacy policies and notices*
- Error Resolution policies and notices*
- Responses to claims filed in connection with your Card Account*
- Notices regarding insufficient funds or negative balances*

***2. Method of Providing Communications to You in Electronic Form.*** *All E-Communications that we provide to you will be provided by posting such E-Communications on our website at [www.h-dgiftcard.com](http://www.h-dgiftcard.com).*

***3. How to Withdraw Consent.*** *You may withdraw your consent to receive E-Communications at any time by contacting Customer Service at 1-800-803-7537 or writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114. If you do so, we will mail paper versions of all Disclosures to you at no additional cost. If you have withdrawn your consent and wish to consent to receive electronic Disclosures again in the future, you may do so by contacting Customer Service at 1-800-803-7537 or writing to us at Card Services, 520 W.*

103rd Street, #256, Kansas City, Missouri 64114. *We will not impose any fee to process the withdrawal of your consent to receive E-Communications. Any withdrawal of your consent to receive E-Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive E-Communications from us. If you withdraw your consent, the legal validity and enforceability of prior required disclosures and communications delivered in electronic form will not be affected.*

**4. How to Update Your Records.** *It is your responsibility to provide us with a true, accurate and complete e-mail address, your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information at [www.h-dgiftcard.com](http://www.h-dgiftcard.com) or by contacting Customer Service at 1-800-803-7537 or writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114.*

**5. Hardware and Software Requirements.** *In order to access, view, and retain E-Communications that we make available to you, you must have:*

- *An Internet browser that supports 128 bit encryption*
- *Up to two previous versions or the current version of Internet Explorer, Chrome or Firefox.*
- *Sufficient electronic storage capacity on your computer's hard drive or other data storage unit*
- *An e-mail account with an Internet service provider and e-mail software*
- *A personal computer (for PCs: Pentium 120 Hhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor: 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing E-Communications received from us in via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above*
- *Adobe Reader version 9.0 or higher*

**6. Requesting Paper Copies.** *We will not send you a paper copy of any E-Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an E-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 E-Communication to you. To request a paper copy, contact Customer Service at 1-800-803-7537 or by writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any required disclosure or communication that you have authorized us to provide electronically.*

**7. Communications in Writing.** All required disclosures and 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 Disclosure and any other E-Communication that is important to you.

**8. Federal Law.** You acknowledge and agree that your consent to E-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.

**9. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your E-Communications, or to terminate or change the terms and conditions on which we provide E-Communications. We will provide you with notice of any such termination or change as required by law.