

**CONSENT AND NOTICE REGARDING ELECTRONIC COMMUNICATIONS  
FOR  
Merrill Manufacturing via  
MerrillMfg.com<sup>1</sup>**

**1. Electronic Signature Agreement.** By selecting the "Send" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "Send" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Merrill Manufacturing instructions via **MerrillMfg.com**, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Merrill Manufacturing. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining a Merrill Manufacturing service constitutes your agreement to be bound by the terms and conditions of the Merrill Manufacturing Disclosures and Agreements as they exist on the date of your E-Signature.

**2. Consent to Electronic Delivery.** You specifically agree to receive and/or obtain any and all Merrill Manufacturing related "Electronic Communications" (defined below) via **MerrillMfg.com**. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your digital relationship with Merrill Manufacturing. You acknowledge that, for your records, you are able to use **MerrillMfg.com** to retain Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records that you agree to use your E-Signature. You accept Electronic Communications provided via **MerrillMfg.com** as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

**3. Paper version of Electronic Communications.** You may request a paper version of an Electronic Communication. You acknowledge that Merrill Manufacturing reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication contact us at (800) 831-6962.

**4. Revocation of electronic delivery.** You have the right to withdraw your consent to

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<sup>1</sup> Placeholder brand name for our online application service (*for illustrative purposes only*)

receive/obtain communications via **MerrillMfg.com** at any time. You acknowledge that Merrill Manufacturing reserves the right to restrict or terminate your access to Merrill Manufacturing if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent, contact us at (800) 831-6962.

**5. Valid and current email address, notification and updates.** Your current valid email address is required in order for you to obtain Merrill Manufacturing services. You agree to keep Merrill Manufacturing informed of any changes in your email address. You may modify your email address by submitting a written request to Merrill Manufacturing, visit a branch location or submit a secure message thru our online contact system. Merrill Manufacturing may notify you through email when an Electronic Communication or updated agreement pertaining to Merrill Manufacturing is available. Merrill Manufacturing may also use **MerrillMfg.com** for Electronic Communications. It is your responsibility to use **MerrillMfg.com** regularly to check for Electronic Communications and to check for updates to this Agreement.

**6. Hardware, software and operating system.** You are responsible for installation, maintenance, and operation of your computer, browser and software. Merrill Manufacturing is not responsible for errors or failures from any malfunction of your computer, browser or software. Merrill Manufacturing is also not responsible for computer viruses or related problems associated with use of an online system. The following are the minimum hardware, software and operating system requirements necessary to use Merrill Manufacturing and receive Electronic Communications:<sup>2</sup>

Processor - IBM compatible Pentium PC running Windows 2000

Memory - 4MB RAM

Disc Space - 50 MB's Free Space

Monitor - 800 x 600 resolution

Browser - Microsoft Internet Explorer 6.0 or higher

Internet access - 28.8 modem or better

**7. Controlling Agreement.** This Agreement supplements and modifies other agreements that you may have with Merrill Manufacturing. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this agreement will control (with the exception of provisions in another agreement for an electronic service which provisions specify the necessary hardware, software and operating system, in which such other provision controls). All other obligations of the parties remain subject to the terms and conditions of any other agreement.

**To obtain electronic services and communications, indicate your consent to the terms and conditions of this Agreement by clicking on the "Send" button.**

It is recommended that you print a copy of this Agreement for future reference.<sup>3</sup>

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<sup>2</sup> Confirm minimum system requirements

<sup>3</sup> Consumer should have the ability to click a print button and generate a clean copy of this notice