



# NYDIG E-Sign Consent

Last Revised: August 16, 2021

This E-Sign Consent (this "Consent") is provided by NYDIG Execution LLC and its affiliates ("NYDIG") in connection with any bitcoin services you apply for or obtain from NYDIG (each, a "Service"), as further described in NYDIG's Terms and Conditions for the applicable Service. "We," "us," and "our" mean NYDIG Execution LLC and its successors and assigns. The words "you" and "your" mean the person agreeing to this Consent.

Each Service is provided by us through your financial institution or other financial service provider's (your "Financial Provider's") website, mobile application or other internet interface (collectively, the "Interface"). In order to use any Service, you must consent to the use of electronic Communications, electronic records and electronic signatures.

"Communications" means each disclosure, notice, agreement, fee schedule, receipt, statement, record, document or other information we provide to you, that your Financial Provider provides to you on our behalf, or that you sign or submit or agree to at our request, in connection with your relationship with us.

By accepting this Consent, you affirmatively consent to the use of electronic Communications, electronic records and electronic signatures as described in this Consent.

**Scope of Your Consent.** Your consent applies to Communications related to any Service (including any account) we provide to you, that you otherwise access, or that you apply for, either now or in the future, whether through the Interface, another website or software application, email, messaging service (including text messages) or otherwise, and whether such Communications are provided by us directly or by your Financial Provider on our behalf. Your consent includes, but is not limited to, Communications related to:

- Applying for or opening an account or obtaining a Service.
- Servicing, maintaining, using, operating or closing an account or Service.
- Performing transactions or obtaining information in connection with a Service.

The scope of Communications we will provide to you electronically includes Communications we are required by law to provide "in writing," including legally required disclosures.

Please see additional terms for electronic delivery of Tax Documents below.

**Use of Electronic Communications, Records and Signatures.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. In some cases, Electronic Records may be delivered via email or through the Interface. You should print or download a copy of any electronic Communication for your records, including this Consent.

**Communications may be Provided in Writing.** We may always, in our sole discretion, provide you with any Communications in writing or send Communications to you via the U.S. mail or other means of delivery, even if you have chosen to receive Communications electronically. We may require any information you provide to us, or any document you sign, to be delivered to us in writing.

**Your Option to Receive Paper Copies.** If we provide an Electronic Record to you, and you want a paper copy, you must contact NYDIG's Customer Support at [clientsupport@nydig.com](mailto:clientsupport@nydig.com) and request a paper version by including (1) the subject line "Request Paper Copies", (2) both your name and your Financial Provider's name, and (3) a description of your request. You may have to pay a fee for the paper copy. If you request a paper copy, we may treat such request as a withdrawal of your consent. See "Withdrawing your Consent" below.

**Withdrawing your Consent.** You have the right to refuse to provide your consent or withdraw your consent at any time. However, your use of the Service is conditioned on your consent to the use of electronic Communications as described in this Consent. If you refuse to provide your consent or withdraw your consent, we will treat such refusal or withdrawal as a cancellation or termination of your use of the Service and a closure of your related account(s) with us.

In connection with the closure of your account(s), we will sell any bitcoin balance in your account and return the proceeds to you in the manner described in our Terms and Conditions, net of any transaction fees. The sale of your bitcoin could result in adverse consequences to you, including potential loss of value and potential tax liability.

You may withdraw your Consent by contacting NYDIG's Customer Support at [clientsupport@nydig.com](mailto:clientsupport@nydig.com) and including (1) the subject line "Withdraw Electronic Consent", and (2) both your name and your Financial Provider's name. Your withdrawal of consent will become effective only after we have had a reasonable opportunity to act upon it.

**Your Contact Information.** To receive electronic Communications, you must keep your email address updated with your Financial Provider. You must notify your Financial Provider right away if you change your email address.

**Required Hardware and Software.** In order to view and retain your electronic Communications, you will need:

- Internet access and a Current Version of a supported internet browser;
- The ability to access your Financial Provider's Interface;
- A Current Version of a PDF reader;
- A printer or other storage device;
- An active email address; and
- A computer or handheld device capable of supporting all of the requirements described above.

By “Current Version,” we mean a version of the software currently supported by its publisher. We and/or your Financial Provider reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for our use of electronic Communications.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices. We will tell you when this is the case. By continuing to use electronic Communications after such notice, you reaffirm your consent.

If we change these hardware or software requirements and that change creates a material risk that you would not be able to access or retain your electronic Communications, we will notify you of the revised hardware or software requirements.

**Telephone Communications and Consent.** If you access the Service, the Interface or the Communications via a mobile device, or if you provide us or your Financial Provider with a telephone number that is a mobile phone number, you consent to receipt of information calls and text messages made by us, your Financial Provider on our behalf, or any of our or their service providers to provide services to you related to your application for or use of the Service. We may use automatic dialing systems and prerecorded calls to this number and any number you provide to us. Your mobile provider may charge message and data rates.

**Additional Provisions for Tax Statements.** The terms, conditions and disclosures above apply to the electronic delivery of tax documents related to the Service (“Tax Documents”), in addition to the following provisions:

- You are not required to receive Tax Documents electronically. However, if you do not elect to receive Tax Documents electronically, or withdraw your consent at any time, we will be unable to provide you with the Service (see “Withdrawing your Consent” above).
- Your election to receive Tax Documents electronically applies to any Tax Documents which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- Withdrawal of consent to electronic delivery of Tax Documents will not affect Tax Documents previously provided electronically; such Tax Documents may continue to be provided electronically for the applicable posting period.
- The electronic delivery of Tax Documents may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time.
- If you need to update any information relevant to electronic delivery of Tax Documents, you may request that such information be updated through the procedures set forth in the section titled “Your Contact Information” above.
- A description of the hardware and software required to access, print and retain Tax Documents is set forth in the section titled “Required Hardware and Software” above.

**Acknowledgement.** By accepting this Consent, you are consenting to the use of electronic Communications, electronic records and electronic signatures in connection with your relationship with us, and also confirming

that: (1) you have reviewed this Consent, (2) you have the hardware and software described above, (3) you are able to receive and review electronic records, and (4) you have an active email account and the ability to access and view PDF files.