

E-SIGN Consent Agreement

Introduction

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. This E-SIGN Consent Agreement ("Agreement") allows us to provide you with electronic versions of important notices and documents associated with opening and managing an account with us. Certain laws and regulations require us to provide notices and disclosures to you in "writing" (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

Definitions

The words "we," "our" and "us" mean the lender encapsulated in the company logo above, its affiliates, successors, and assigns.

The words "you" and "your" mean each applicant, account owner, borrower and anyone else with access to the account. If there is more than one borrower, then these words mean each borrower separately, and all account owners jointly.

"Lender Agreement" means the underlying agreement entered into by you for any of Our Products, as defined below.

"Access Device" means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

"Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

"Our Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future, including all Electronic Services.

Scope of this Agreement

Your consent covers all Communications relating to any of Our Products. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other of our products.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our website with prior notice to you, on another website where we offer Electronic Services.

Electronic Delivery of Documents

Electronic Records may be delivered to you in a variety of ways, including, but not limited to Electronic Services as defined above. You are strongly encouraged to save or print the documentation for future reference.

Requesting Paper Copies of Documents Presented Electronically

You agree and understand that paper versions of electronically presented documents may not be mailed unless you specifically request them. To request a paper copy of any disclosure, notice, or other document, you must contact us in the manner outlined in the Lender Agreement. Copies of disclosures, service agreements, and account agreements will then be mailed to you at no charge upon request.

System Requirements

By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

To access your electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

To access your electronic documents on a traditional computer, you will need:

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple Macintosh) or higher.
- An internet connection and an up-to-date internet browser that is compatible with, and supported by, your operating system (e.g., Internet Explorer, Firefox, Google Chrome, or Safari).
- Software that accurately reads and displays .pdf files (such as Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

Withdrawal of Consent

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our Electronic Services;
- your ability to use Our Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements or notifications through your Access device, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. If you withdraw consent, we may charge higher or additional fees for that product or for services related to it.

To withdraw your consent under this agreement, you must contact us in the manner outlined in the Lender Agreement.

You must keep your contact information current with us. You must promptly notify us of any change in your email or other electronic address. You may change your electronic address, such as an e-mail address or mobile phone number for SMS text messages, by contacting us in the manner outlined in the Lender Agreement.

Acceptance

You will be asked to acknowledge your acceptance of these terms by checking the box before you are able to continue with your application. In doing so, you are confirming that you meet the system requirements described above and that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device. You are also confirming that you are authorized to, and do, consent to the terms of this Agreement on behalf of yourself and any other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your use of our products.