

## **Consumer Disclosure and Consent**

### **By Clicking "I Agree":**

- You agree to these Terms and Conditions which you have accessed and read.
- You agree to receive exclusively in electronic form these Terms and Conditions, all updated Terms and Conditions and all disclosures, notices and other communications regarding the eOriginal SmartSign® Web Signature Service (the "Signature Service") and the transaction documents you view and/or execute using the Signature Service.
- You represent that the computer you are using and intend to continue to use in connection with the Signature Service meets the hardware and software requirements described in these Terms and Conditions.

### **Service Charges**

You will not pay any service charges or fees to view, print or execute transaction documents using the Signature Service. If we ever change this policy, the execute using the Signature Service, and the revised policy will be posted upon your next session log in to the Signature Service. If you do not agree to the revised policy, you can refuse to electronically sign by clicking the "Decline to eSign" button on log in to the Signature Service. You will not be allowed to enter the Signature Service to sign or view documents.

### **Receiving Disclosures and Notices**

From time to time, we may be required by law to provide you certain written notices and/or disclosures regarding the Signature Service. All updated Terms and Conditions as well as all such disclosures, notices and other communications regarding the Signature Service will be easily accessible by you within the Signature Service. You can also get free paper copies of any of these documents by contacting the Signature Service Support Department or your browser. Support Department email and phone numbers are displayed below in these Terms and Conditions.

For disclosures, notices or other communications regarding the transaction documents you view and/or execute using the Signature Service, those documents will be easily accessible to you within the Signature Service for so long as we maintain the documents within the Signature Service and for so long as you are allowed access to the Signature Service for the same transaction documents. If you were permitted access to the Signature Service via our website, we control whether and how long you are permitted to log in to the Signature Service to access those documents. If you were invited to log in to the Signature Service by email notice, you will be able to access those transaction documents by logging in to the Signature Service using the transaction and security codes provided to you by the person who invited you to view and/or execute such documents. You can get free paper copies of any of those documents by: (i) viewing the documents within the Signature Service and either clicking the print icon on your browser or choosing download in the Signature Service to obtain an electronic copy of the documents which you can later view in a PDF reader and print; or (ii) contacting the person who invited you to view and/or execute such documents using the contact information provided in your invitation email or contacting us via our contact information provided below in these Terms and Conditions.

In connection with your Signature Service session log in, you have provided us with one or more current email addresses as well as your first and last name for identity verification purposes. Therefore, you must make sure that you have provided us with current and correct email addresses each time you log in to a new session on the Signature Service. We will not use your contact information to send you any notices, disclosures and other communications. Please also know that none of our employees will contact you via email or telephone requesting your transaction code or security codes. If you are contacted by anyone requesting this information, please contact us immediately.

## **Computer Requirements**

To ensure you have the best experience using the Signature Service and get the most current security features to protect your information online, we ask that you have a computer that meets the following requirements:

- PCs using Mac OS X 10.8 or higher, Windows Vista, 7 or 8 operating system; or tablets, or smart phones using Android 4.1 or higher, or iOS 6.1.6 operating systems.
- A printer to print copies or documents, or sufficient computer disk space to save copies of documents
- Internet access with an up-to-date Internet browser which allows per session cookies (please check these for compatibility). We recommend Microsoft Internet Explorer 9 or above, Firefox 5 or above, Safari, or Chrome
- A PDF reader such as Adobe Acrobat Reader 6.0 or higher (if saved copies are desired)
- An email account

If you use other hardware or software, you may not receive the same level of support or performance, but as long as you are able to read and review the information above, you should be able to utilize the Signature Service. If we ever change the hardware or software requirements for using the Signature Service, the revised policy will apply only to future transaction documents you view and/or execute using the Signature Service, and the revised policy will be posted upon your next session log in to the Signature Service. If you do not agree to the revised policy, you can refuse to electronically sign by clicking the "Decline to eSign" button. You will not be allowed to enter the Signature Service to sign or view documents.

## **Withdrawing Your Consent**

After you have accepted these Terms and Conditions, you can withdraw your consent to these Terms and Conditions and electronic receipt of documents by clicking the "Withdraw Consent" button shown under "More Options" on each page of the Signature Service. However, your consent to these Terms and Conditions is required to execute all documents within your transaction. Withdrawing your consent at any time before you have executed all documents in your transaction will result in:

- Your Signature Service session will be immediately terminated;
- You will no longer be able to view or execute any transaction documents using the Signature Service;
- You will not be able to access the Signature Service to print or download transaction documents you viewed and/or executed using the Signature Service before you clicked "Withdraw Consent" and withdrew your consent;
- The document history of all transaction documents in your transaction, whether or not executed by you prior to clicking the "Withdraw Consent" button, will be marked to indicate that you have withdrawn your consent to these Terms and Conditions;
- All other persons whose signatures are requested for any of the transaction documents will be denied access to execute and/or view any of the documents in the transaction, whether or not they executed the documents before you clicked "Withdraw Consent" and withdrew your consent; and
- Neither you nor any other person whose signature is requested for any of the transaction documents will be permitted access to the Signature Service to view or execute the transaction documents unless your ability to access the Signature Service for the transaction documents is re-established by the person who invited you to view and/or execute such documents.

Withdrawing your consent to these Terms and Conditions while in a session regarding one transaction package will not prevent you from later logging into the Signature Service to review and execute a different transaction package, provided that you consent to eSign at the time of log in.

## **Your Responsibilities**

In order to provide you with effective online service, you are responsible for:

- The accuracy of all information you input into the Signature Service;
- Complying with all instructions for use in these Terms and Conditions and those displayed on the Signature Service;
- Using the Signature Service in compliance with all applicable laws, statutes, ordinances and regulations;
- Reading each transaction document displayed within the Signature Service fully and carefully, including those documents you are not requested to execute;
- Ensuring that the printouts or downloads of all documents you chose to print or download from the Signature Service are complete, legible and accurately reflect the documents you viewed on the Signature Service; and
- Choosing whether to download or print all documents you view and/or execute using the Signature Service before logging out of the system. Once you log out of the Signature Service, you may not be able to view or obtain copies of such documents upon any subsequent log in, even if you use the same transaction and security codes. Your access to view transaction documents using the Signature Service is completely dependent upon how long we choose to maintain the documents within the Signature Service and to provide you access to them.

## **Transaction Document Obligations**

By providing your electronic signature for a given transaction document using the Signature Service, you agree that you are legally bound by such document and you are solely and fully responsible for fulfilling all duties and obligations set forth in such document just as though you had signed in ink a paper copy of such document. Should you choose to "Withdraw Consent" before viewing and executing all transaction documents in the displayed list, you acknowledge that this action will have the consequences described in the Section entitled *Withdrawing Your Consent* above.

We ask that you contact us immediately if you believe your Signature Service transaction code or security code is being used or has been used improperly without your permission. When you give someone your access information to use the Signature Service, you are authorizing that person to use your service and you are responsible for all transactions that person performs or executes while using the Signature Service. All transactions that person performs — even those transactions you did not intend or want performed — are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, do not disclose your Signature Service access information to anyone and properly log out of the Signature Service session and close your browser to ensure confidentiality.

## **Changes to These Terms and Conditions**

The Terms and Conditions in effect when you register to use the Signature Service will apply to your entire session on the system and, if you were invited to access the Signature Service by email, to each subsequent log in you make using the same transaction and security codes provided in that email. However, we may change these Terms and Conditions at any time. For example, we may add, delete or amend terms or services. The modified Terms and Conditions will be posted for your review and acceptance upon your next new session log in to the Signature Service. If you do not agree to the modified Terms and Conditions, you will be allowed to decline to use the Signature Service by clicking the "Decline to eSign" button upon log in. You will not be allowed to enter the Signature Service to sign or view documents.

## **In Case of Errors, Questions or Comments**

**Questions Regarding the Transaction Documents.** Should you have any questions, comments or concerns you wish to discuss regarding the transaction documents displayed on the Signature Service for your view

and/or execution, or the content or legal effect of such transaction documents, please **do not** contact the Signature Service Support Department as they do not have any such information and are unable to answer any questions regarding the transaction documents posted by others onto the Signature Service. For all such questions you must contact the person who invited you to view and/or execute such documents using the contact information that person provided to you or you must contact us via our contact information below:

**Questions Regarding These Terms and Conditions or the Operation of the Signature Service.** If you believe that the Signature Service is not properly operating or any transaction document is not properly displayed or executed within the Signature Service, you may contact the eOriginal SmartSign® Web Signature Service Support Department. Support Department email and phone numbers are listed below. You may also contact the eOriginal SmartSign® Web Signature Service Support Department if you have any questions or concerns regarding these Terms and Conditions.

**eOriginal SmartSign® Web Support Department:**

Email: [support@eoriginal.com](mailto:support@eoriginal.com)

Phone: 1-866-364-3578