



## Electronic Consent Agreement

### AGREEMENT TO CONSENT TO USE OF ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND COMMUNICATIONS

#### Your Consent To Do Business Electronically (the eConsent Agreement)

##### Introduction

If you choose to apply for a mortgage through Lendage, LLC, from time to time you will receive disclosures, notices, documents, and information from Lendage, LLC ("Lendage," "we" or "us").

##### Electronic Documents and Signatures - Consent

We are required or allowed to provide you with certain written disclosures, documents and information pertaining to your transactions with us.

Under the federal E-Sign Act and related state laws, with your consent, we can deliver written disclosures, documents and information pertaining to your transactions with us electronically (collectively, "Electronic Communications"), and we can use electronic records and electronic signatures in connection with your transactions with us.

It is important to Lendage that you understand your rights and responsibilities relating to electronic receipt and execution of Electronic Communications. **So please review and agree to the terms of this Electronic Consent Agreement ("eConsent Agreement") outlined below. Please read this notice carefully prior to giving your consent and print or download a copy for your files.**

If you do not want to receive Electronic Communications electronically, or you do not want to use electronic signatures in connection with your transactions with us, you should not agree to the terms of this eConsent Agreement. If you do not consent to receiving the Electronic Communications electronically, or do not consent to use electronic signatures in connection with your transactions with us, we will not be able to proceed with your transaction or online account services.

If you want to proceed with your loan application via the Internet, you must consent to receiving the Electronic Communications electronically, before we can provide it to you electronically. Your consent will apply to all your transactions with us and any Electronic



Communications we provide or make available to you. Your consent also permits the general use of electronic records and electronic signatures in connection with all your transactions with us.

### **Withdrawal of Consent**

At any time, you may withdraw your consent to receive Electronic Communications electronically or to the use of electronic signatures in connection with any future transactions with us. We will not charge you any fees for withdrawing your consent. You may withdraw your consent at any time at no charge. If you have a pending loan request or application in process with us, or a loan that has been approved and is in the process of funding, withdrawing your consent will terminate your loan request or application and will result in the cancellation of any funds in process of disbursement (except where prohibited by law). After your loan has been originated and funded, you may withdraw your consent to receive any future Electronic Communications in electronic format. Withdrawing your consent does not apply to Electronic Communications that were previously provided to you electronically. Withdrawing your consent may slow the speed at which we can deliver services to you.

If you withdraw your consent, you will not be able to access any Electronic Communications online, receive certain electronic communications about your loan, and you will only receive paper periodic account statements. Also, any scheduled electronic payments will be cancelled. If you decide you do not want to receive Electronic Communications electronically in connection with any future transactions with us, or you do not want to use electronic signatures in connection with any future transactions with us, you may withdraw your consent by contacting us, by phone at 1-844-606-9533, or by mail at 1875 South Grant Street, Suite 510, San Mateo, CA 94402

### **Paper Copy of Electronic Communications Available Upon Request - No Charge**

If you decide to provide your consent, you may, upon request, obtain a paper copy of the Electronic Communications by contacting Lendage.

Please send your request to us at:

Phone: 844-606-9533

Address: 1875 South Grant Street, Suite 510, San Mateo, CA 94402

You will not be required to pay a fee for receiving paper copies of the Electronic Communications.

You may also print copies of the Loan Documents from your computer if you have a printer that is connected to your computer.



## **Computer Hardware, Software and Other Requirements**

To receive, print and retain Electronic Communications electronically on a personal computer, you must have the following items and features:

- An active email address.
- A connection to the Internet and an up-to-date internet browser using 128-bit encryption or higher that is compatible with, and supported by, your operating system (e.g., Edge, Internet Explorer, Firefox, Chrome, or Safari).
- A Current Version of programs that accurately read and display HTML, Text, and PDF files. By "Current Version," we mean a version of the software that is currently being supported by its publisher.
- A computer and an operating system capable of supporting all of the above.
- You will also need a printer, if you wish to print out and retain records on paper.
- If you wish to retain records in electronic form, you will also need a form of electronic storage

To receive, print and retain Electronic Communications electronically 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 or Internet connectivity via WiFi and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).
- A Current Version of programs that accurately read and display HTML, Text, and PDF files.
- A printer and/or storage device if you wish to print or retain any electronic documents.
- 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 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 use Lendage's online unsecured loan program.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing the application process after receiving notice of the change is the reaffirmation of your consent to this eConsent Agreement.



### **Multiple Access Devices**

Your acceptance of this eConsent Agreement on one access device constitutes your acceptance on all access devices you use. For example, if you view and accept this eConsent Agreement on a mobile device, the terms of this eConsent Agreement will apply to Electronic Communications you access on a personal computer (or vice versa).

Additionally, by viewing and accepting this eConsent Agreement on any access device, you are reasonably demonstrating your ability to access and view Electronic Communications in the format that the services are provided on that access device and all subsequent access devices.

If you change access devices (or use multiple access devices), it is your responsibility to ensure that the new access device meets the applicable system requirements and that you are still able to access and view Electronic Communications on the subsequent access device. Continuing your application on other access devices is your reaffirmation of this eConsent Agreement.

### **Notifications of Changes in Your Information**

You must promptly notify us if there is a change in your email address or in other information needed to contact you electronically.

You can contact us at:

Phone: 844-606-9533

Address: 1875 South Grant Street, Suite 510, San Mateo, CA 94402

We will not assume any liability if you do not receive notification of the availability of Electronic Communications in the event your email address on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control.