

# Consent to Conduct Business Electronically

***PLEASE READ THIS AGREEMENT VERY CAREFULLY. BY PROCEEDING, YOU ARE AFFIRMATIVELY CONSENTING TO CONDUCT A POTENTIAL CREDIT TRANSACTION ELECTRONICALLY WITH:***

Southwest Financial

## **Introduction**

We would like to deliver certain information and Communications to you electronically from time to time. As part of your relationship with us, we want to ensure you have all of the information you need to effectively apply for and manage your accounts with us, which may include certain information and documentation required to be delivered by us under applicable Laws. This Consent to Conduct Business Electronically Agreement (this “Agreement”) allows us to provide you with electronic versions of important notices, documents, statements, and agreements (collectively, “Documents”) associated with applying for and maintaining an account with us. Certain Laws require us to provide Documents to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act and other Laws allow us to provide these Documents to you electronically. We also ask for your general consent to the use of electronic signatures and consents, electronic recordkeeping and transmittal, electronic communication (including by email), and electronic delivery (including by email) of Documents. So, before you use our Electronic Service you must review and consent to the terms outlined below. Agreeing to this Agreement is not a requirement for obtaining credit products and services from us, and if you do not agree to this Agreement, we invite you to visit our physical location. However, to conduct transactions electronically, your consent is required on this Agreement.

## **Definitions**

The words “we,” “our” and “us” mean the lender listed above, its affiliates, successors, and assigns.

The words “you” and “your” mean each applicant, account owner, consumer, customer or borrower who applies for credit with, obtains a loan product from, or otherwise provides consumer information to us 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.

“E-SIGN Act” means the Electronic Signatures in Global and National Commerce Act, 15 U.S. Code § 7001, et seq., and any implementing regulations, together with all amendments thereto from time to time.

“Laws” means applicable federal and state laws, rules and regulations, including, without limitation, the E-SIGN Act.

“Lender Agreement” means the underlying agreement(s) entered into by you for any of our Products.

“Access Device” means any electronic device you use to apply for credit, access your account, engage with us and/or 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.

“Communication” means each disclosure, notice, agreement, fee schedule, statement, record, other information and all Documents we provide to you, or that you sign or submit or agree to at our request, including those Documents required by Laws.

“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.

“Products” 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 Service.

### **Scope of this Agreement**

Your consent covers all Communications relating to any Products (including current and future Products we may provide to you and any amendment, assignment, modification, renewal, consolidation, refinancing, or extension). Your consent remains in effect until you give us notice that you are withdrawing it as set forth below.

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 Service and signatures. If you decide not to use Electronic Service and signatures in connection with the new Products, your decision does not mean you have withdrawn this consent for any other of our Products unless you specifically withdraw your consent for all Products.

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

### **Electronic Delivery of Documents**

Communications may be delivered to you electronically in a variety of ways. You are strongly encouraged to save or print the Communications and other documentation for future reference. Additionally, notwithstanding your consent to this Agreement, we may from time to time deliver Communications in non-electronic form.

### **Requesting Paper Copies of Documents Presented Electronically**

You agree and understand that paper versions of electronically presented Communications may not be mailed unless you specifically request them. At any time, at no cost to you, you may request an electronic or paper copy of any Communication made available to consumers and customers by submitting a written request (which may be submitted by email) to us at the address listed above. We will retain records and information as required by Laws and will provide you a copy of any such Communications at no charge.

## **System Requirements**

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

To access electronic Communications 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 electronic Communications 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 Electronic Service or receive any Communications, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Service after receiving notice of the change is reaffirmation of your consent.

## **Withdrawal of Consent**

At any time before credit is extended to you, you may withdraw your consent to this Agreement at no charge to you by notifying us in writing (which may be submitted by email) at the address listed above. If you withdraw your consent prior to obtaining credit, your electronic credit application will be deemed withdrawn.

At any time after you have obtained Products from us, you may withdraw your consent to the terms and conditions of this Agreement at no charge to you by submitting a written request (which may be submitted by email) to the address listed above, and upon doing so (i) your access to our Electronic Service may be terminated, and (ii) if and to the extent permitted in the Lender Agreement your outstanding credit may become immediately due and payable pursuant to the terms of the Lender Agreement. Notwithstanding the foregoing, your withdrawal of consent will not affect the legal effectiveness, validity, or enforceability of any Lender Agreement or other contract that you have entered into or of any Communications that you received electronically prior to such withdrawal. Please note your failure to receive or our failure to send any statement does not excuse your obligation to make timely payments as per your Lender Agreement.

Any withdrawal will be effective only after receipt and processing.

### **Updating Contact Information**

You are responsible for informing us of any change in your contact information, including your e-mail address, mobile phone number, other electronic address or contact information, and your ordinary mail address. To do so, submit a written request (which may be submitted by email) to us after you receive a notice of assignment.

### **Acceptance**

You will be asked to acknowledge your acceptance of these terms and this Agreement by checking the box before you are able to continue with your application electronically. In doing so, you are confirming that (i) you have received and reviewed this Agreement and you consent to the terms of this Agreement on behalf of yourself and, to the extent permitted by Laws, any other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your use of our Products, (ii) to the extent there is any inconsistency between the terms of this Agreement and any Lender Agreement entered into by you, the terms of the Lender Agreement shall control, (iii) you have the required hardware and software capabilities described above and you have demonstrated your ability to receive, retain, and view electronic Communications on your Access Device, (iv) we are not responsible for any fees or charges incurred by you resulting from your use of Electronic Service, including any fees or charges from your mobile telephone provider or internet service provider, (v) to the fullest extent permitted by Laws, any failure by us to send or your failure to receive any electronic Communication shall in no way relieve you from the obligations and duties of any credit extended to you pursuant to any Lender Agreement, and (vii) at all times, we reserve the right to take all actions permitted by law and this Agreement is not intended to limit any such rights.