

ESign Consent to use Electronic Records and Signatures

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. 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.

In this consent:

- "We," "us," "our" and "POWERpay" means POWERPAY, LLC., and each and every current and future affiliate of POWERPAY, LLC.
- "You" and "your" means the person giving this consent, and also each additional account owner, co-signer, authorized signer, authorized representative, and/or service user identified on any PO Product that you apply for, use or access.
- "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.
- "POWERpay Product" means each and every loan, account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. POWERpay Products include Electronic Services.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

1. Consent to Electronic Delivery

By selecting the "I AGREE" button, you specifically agree to receive and/or obtain any and all POWERpay-related "Electronic Communications" as defined herein via www.GetPowerPay.com. This includes electronic communications related to your account from POWERpay's third-party servicers. You specifically consent to receive electronic mail (email) and online communications and disclosures regarding your account instead of by regular mail. Except as noted below or otherwise at our discretion communications will not be furnished on paper. Your consent will apply to all information we send to you, or disclose or communicate to you online, relating to your account, including monthly billing statements, and any disclosures that are required by law to be in writing, including, without limitation, Truth In Lending Act

disclosures and tax forms. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you relating to any documents you sign, as well as such other documents, statements, data, records and any other communications regarding your www.GetPowerPay.com relationship with POWERpay. If you change your email address, you agree to call us at 1-800-397-4485 and update your email address. You accept Electronic Communications provided via www.GetPowerPay.com as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

2. Your consent covers all POWERpay Products; Privacy Policies

Your consent covers all Communications relating to any POWERpay Product. 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 POWERpay 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 POWERpay Product.

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 www.GetPowerPay.com, or, with prior notice to you, on another website where we offer Electronic Services.

3. Electronic Signature Agreement

By selecting the "I AGREE" button, you acknowledge that you have read, understand and agree to the following:

- You are voluntarily choosing to sign your POWERpay documents electronically;
- You understand that the documents we present on this Web site will replace the use of paper documents;
- You understand and agree that your electronic signature will bind you to the terms and conditions to the same extent as if you signed your POWERpay documents on paper with an ink signature;
- You understand and agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and POWERpay entity; and
- You understand that you have the right to withhold your consent to the use of electronic documents and signatures, and that you have the right to withdraw your consent at any time prior to completing the e-sign process.

Please be aware, however, that withdrawal of consent may result in the termination of your access to use Electronic Services.

4. Paper version of Electronic Communications

You may request a paper version of an Electronic Communication. You acknowledge that POWERpay reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications, unless charging a fee is prohibited by applicable law. To request a paper copy of an Electronic Communication contact us at 1-800-397-4485.

5. Revocation of electronic delivery

You have the right to withdraw your consent to receive/obtain Electronic Communications via www.GetPowerPay.com at any time. You acknowledge that POWERpay reserves the right to restrict or terminate your access to www.GetPowerPay.com if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent, contact us at 1-800-397-4485 or write to us at: POWERpay: 1121 N. Bethlehem Pike, Suite 60-147, Spring House, PA 19477. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

6. Valid and current email address, notification and updates

You agree to keep POWERpay informed of any changes in your email address. You may modify your email address by calling us at 1-800-397-4485. POWERpay may notify you through email when an Electronic Communication or updated agreement pertaining to www.GetPowerPay.com is available. POWERpay may also use www.GetPowerPay.com for Electronic Communications. It is your responsibility to use www.GetPowerPay.com regularly to check for Electronic Communications and to check for updates to this Agreement. If you have given us another type of electronic address such as an electronic address or mobile phone number for SMS text messages you may change address by calling us at 1-800-397-4485 or by signing into your online account.

7. Controlling Agreement

This Agreement supplements and modifies other agreements that you may have with any POWERpay entity. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this agreement will take precedence (with the exception of provisions in another agreement for an electronic service which provisions specify the necessary hardware, software and operating system, in which such other provision controls). All other obligations of the parties remain subject to the terms and conditions of any other agreement.

8. Hardware, software and operating system requirements

You must be able to view, print, and retain information presented on-screen in order to e-sign. By selecting the "I AGREE" button, you confirm that you are able to view Hyper Text Markup Language (HTML) files and read Adobe PDF files. If you are not able to do this, please make sure that you have Adobe Acrobat Reader installed on your computer.

It can be downloaded for free [HERE](#). You also confirm that your web browser meets the following requirements:

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- Google Chrome latest version
 - Mozilla Firefox latest version
 - Safari latest version and on Mac OS X 1.6+
 - Internet Explorer version 11 or higher
 - Edge latest version

Mobile:

- Chrome for Android
- Safari on iPhone

By selecting the "I Agree" button, you represent to us that you have the necessary hardware and software, as stated above.

9. 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.

10. By accepting this notice, you confirm to us that:

- You have the hardware and software described above;
- You can access and read this Consent and Notice Regarding Electronic Communications and Electronic Signatures;
- You have an active email;
- You can print this disclosure on paper, or save the disclosure to a place where you can print it, for future reference and access;
- You consent to use and sign electronically an electronic version of any POWERpay documents;
- You are authorized to, and do consent on behalf of all the other account owners, authorized signers, authorized representatives and service users identified with your POWERpay products; and
- You consent to the terms and conditions of this Agreement.

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***It is recommended that you print a copy of this Agreement for future reference.**