



## ESIGN ACT Consumer Disclosure and Consent Form

**Please read this Consent for Electronic Transactions, Records, and Signatures (the "Consent") carefully and print or retain a copy for your records.** This Consent contains information about doing business with us electronically and about certain rights and options you may have. In order to use the Online Services we offer, you must agree to do business with us electronically and to receive certain information electronically instead of in paper form as described in this Consent. If you do not agree to the terms of this Consent, we may not allow you to enroll in or use any applicable Online Service.

**Definitions.** As used in this Consent, the following terms have the following respective meanings:

- "Communication" means any communication, notice, disclosure, terms, conditions, agreement, record, statement, or other information that we provide to you, or that we ask you to provide to us, in connection with any Online Service. Depending on which Online Service you obtain or use, Communications may include, but are not limited to:
  - this Consent and any amendments to this Consent;
  - information and disclosures that are required by certain federal and state laws and regulations, as applicable ("Law"), including initial disclosures about an Online Service you are obtaining from us, such as disclosures required by the Electronic Fund Transfer Act, the Truth in Savings Act, the Expedited Funds Availability Act, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, or the Real Estate Settlement Procedures Act, and notices of changes to those disclosures;
  - periodic account statements and other information and notices about Online Service usage, maintenance, activity, transactions, fees, and charges, including periodic information that we must provide pursuant to Law;
  - our consumer privacy notice; and
  - agreements, pricing schedules, terms, and conditions for Online Services and notices of changes to those agreements, terms and conditions, and information and notices about how to use the Online Services;
- "Electronic Record" means an electronic or digital version of any Communication.
- "Online Service" means any electronic product or electronic service we offer that you apply for, obtain, use, administer, or access using the Internet, a website, email, messaging services (including text messaging), or software applications (including mobile applications), whether by or through a personal computer or mobile or hand-held computing device, either now or in the future. The term also includes any non-electronic account or other non-electronic financial product or service we offer that you apply for, obtain, use, administer or access electronically by or through a personal computer or mobile or hand-held computing device, either now or in the future.
- "We", "us", and "our" mean and refer to, as the context may require, Seattle Bank dba Partner Lending Solutions® or any affiliate of Seattle Bank dba Partner Lending Solutions® that provides an Online Service to you.
- "You" and "your" mean and refer to the person accepting this Consent and to each and every person who now or hereafter is an account holder, subscriber, user, or owner with respect to, or has any interest in and authority to use, any Online Service.

**Grant of Consent; Scope of Consent.** With regard to the federal Electronic Signatures in Global and National Commerce Act, you acknowledge and agree that each and every Online Service you obtain or use is a transaction in or affecting interstate or foreign commerce. You consent and agree:

- i. to do business and to enter into contracts with us electronically and to engage in electronic transactions with us,
- ii. to receive and to provide Electronic Records, and
- iii. to use electronic sounds, symbols, or processes as an electronic signature signifying your intent to be bound, or as we direct or require in our discretion in connection with your use of any Online Service.



You further agree that Electronic Records will be sufficient as "writings" under applicable law or regulation. Your consent to the receipt, provision, use, and exchange of Electronic Records applies not only to the particular transaction with respect to which you are accepting this Consent, but also to all Communications that may be provided or made available during the course of our Online Service relationships with you. At our option, the delivery of Electronic Records may begin immediately upon your acceptance of this Consent and without further action on your part. If, after accepting this Consent, you from time to time enroll in, use, or obtain additional Online Services, you agree that this Consent will apply to those Online Services, and you agree that it is not necessary for us to re-present or for you to re-accept terms like those within this Consent. If we do present you with such terms in connection with any Online Service in the future and you do not accept them, you agree that your decision not to accept the terms will not constitute a termination or rejection of this Consent with respect to any other Online Services.

**Use of Paper Communications.** Notwithstanding your agreement and consent to exchange information with us electronically as provided in this Consent, we reserve the right to provide you, and the right to require you to provide us, with a written or paper version of any Communication in addition to or instead of an Electronic Record of the Communication in our discretion or as the law may require. If you are required by law or the terms of any agreement with us to provide any notice in writing, you must provide that notice in writing notwithstanding your agreement to exchange information with us electronically as provided in this Consent, unless we specifically advise you in a Communication that you may provide the notice electronically.

**Delivery of Electronic Records.** We may deliver Electronic Records to you by posting them at our applicable Online Service website or by transmitting them to the email, mobile telephone number, or other electronic address you have provided to us in connection with the Online Service. If we permit or require you to provide an Electronic Record to us, you agree to follow our instructions for the delivery of such Electronic Record.

**Updating Your Email or Other Electronic Address.** You must promptly notify us of any change in the email address, mobile telephone number, or other electronic address that you have provided to us for the receipt of Electronic Records in connection with any Online Service. You may advise us of such changes by calling us at 1-888-424-2238, by following any instructions for changing your contact information that may be provided at our applicable Online Service website, or by visiting one of our offices and speaking with a customer service representative. Except to the extent otherwise required by applicable law, you agree that we have no obligation to re-send, re-transmit, or otherwise deliver to you any Communication or Electronic Record thereof that we electronically have transmitted to the email address, mobile telephone number, or other electronic address you have provided to us and that has been returned "undeliverable" or otherwise rejected for delivery.

**Requesting Paper Copies of Electronic Records.** You may obtain a paper copy of an Electronic Record by printing it yourself when we provide it or make it available to you or by asking us to mail you a paper copy. If you ask us to mail a paper copy to you, you must make your request within a reasonable time after we first provided the Electronic Record to you. If you do not make your request within a reasonable time, we may not be able to furnish a paper copy to you. You may request a paper copy by calling us at 1-888-424-2238. Unless prohibited by applicable law, we may charge you a fee for providing you with the paper copy. You may obtain information about our current fees for paper copies by calling us at 1-888-424-2238.

**Withdrawing Your Consent to Receive Electronic Records: Consequences of Withdrawal of Consent.** If you no longer wish to receive any Electronic Records with respect to an Online Service, you may withdraw your consent to receive Electronic Records with respect to that Online Service by calling us at 1-888-424-2238. Please be sure to tell us that you wish generally to withdraw your consent for receiving Electronic Records. You agree that we will have a reasonable opportunity to fulfill the withdrawal of your consent. Withdrawal of your consent will not affect the legal validity or enforceability of Electronic Records of Communications that we have provided to you before we have fulfilled the withdrawal of your consent. If you withdraw your consent to receive Electronic Records with respect to any Online Service, we may, in our sole and absolute discretion and without limiting any other rights or remedies available to us, do any of the following: (i) charge you a fee for providing future Communications to you in writing (to the extent not prohibited by law), (ii) discontinue any fee discount you have been receiving as a result of accepting Electronic Records, (iii) terminate your use of or unenroll you from the Online Service without notice to you (except we will provide such notice as may be required by applicable law), (iv) amend the terms and features of the Online Service related to the Communications that you and we exchange, (v) convert



the Online Service to a different Online Service we offer, (vi) after we have fulfilled the withdrawal of your consent, continue to provide the Online Service to you and provide any future Communications to you in writing, and/or (vii) exercise any other of our rights provided by applicable law. At our option, we may treat your provision of an invalid email address, mobile telephone number, or other electronic address, or the subsequent malfunction of a previously valid email address, mobile telephone number, or other electronic address, as a withdrawal of your consent to receive Electronic Records.

**Hardware and Software Requirements.** In order to access, review, retain, and/or print Electronic Records you must have:

- An Internet browser and a computer, operating system, and telecommunications connection to the Internet capable of supporting such Internet browser. We recommend that you use the most current version of one of the following browsers: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox with JavaScript enabled. If you do not use a supported browser, your experience may not be optimal, you may not be using the latest standards for safe and secure transactions, or you may not be allowed to access the site.
- An email account.
- Software that enables you to view files in the Portable Document Format ("PDF"), in order to view Electronic Records that are in PDF. For a free copy of Adobe® PDF reader software, please visit [www.adobe.com](http://www.adobe.com).
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, in order to download and save Electronic Records.
- A printer that is capable of printing from your browser, your email or other applicable software application, or your hard drive or other data storage unit, in order to print paper copies of Electronic Records.
- A mobile or hand-held computing device with a compatible operating system and telecommunications connection to the Internet, in order to access Electronic Records using applicable features of Online Services. We recommend that you use the most current version of one of the following operating systems: iOS, Android, or Windows Phone. If you do not use a supported operating system, your experience may not be optimal, you may not be using the latest standards for safe and secure transactions, or you may not be able to access the applicable features. You also will need access to the Internet using the default browsers included in your device.

If you have questions about the hardware or software requirements for accessing or retaining Electronic Records, please call us at 1-888-424-2238.

**By accepting this Consent you confirm that you have or that you have regular access to all applicable hardware and software described in this Consent and that you are and will be able to access, review, retain, and/or print Electronic Records.**

**Amendments and Modifications.** We reserve the right, in our sole discretion, to discontinue the use of Electronic Records in connection with any Online Service or to terminate or change the terms and conditions on which you and we use and exchange Electronic Records as provided in this Consent (including changing the hardware and software requirements), or otherwise to amend this Consent. Your continued use of Online Services after we provide notice of any change or amendment to the terms of this Consent constitutes your agreement to the change or amendment (and your confirmation that you continue to satisfy hardware and software requirements, as applicable). We also reserve the right to require you to re-accept any amended version of this Consent as a condition for the continued use of any Online Service or the continued use of Electronic Records in connection with any Online Service.