

## MORTGAGE E-SIGN DISCLOSURE

This E-Sign Disclosure ("Disclosure") applies to the mortgage loan that you have requested. The words "we," "us," and "our" means **FIDELITY LENDING SOLUTIONS, INC. dba WHOLESALE MORTGAGE BANKERS** and the words "you" and "your" mean the individual(s) who have applied for the loan.

As used in this Disclosure, "communication" means any authorization, agreement, disclosure, notice, or other information related to your mortgage loan, including but not limited to, information that we are required by law to provide to you in writing.

When you select the **"Yes, I agree to receiving disclosures via e-mail."** box (on page two) this means, with respect to your mortgage loan, you agree that we may provide you with any communications relating to your mortgage loan in electronic format and that we may discontinue sending mailed paper communications to you, unless/until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to, initial disclosures or agreements for your mortgage loan, notices or disclosures about a change in the terms of your loan and/or appraisals.

All Communications that we provide to you in electronic form will be provided via e-mail at the e-mail address you specify on this disclosure (on page two) or as provided to your Loan Officer during your mortgage loan application.

You may withdraw your consent to receive communications in electronic form by contacting us at **714- 482- 6570**. We may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. We will not charge any fee to provide electronic communications or to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this disclosure and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting your Loan Officer.

E- mail Communication Requirements: In order to access, view, and retain electronic communications that we make available to you, you must have:

- E-mail Address
- Internet browser Internet Explorer
- Adobe Acrobat Reader 8.0 or higher
- An e-mail account with Internet service provider and e-mail software
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us via a plain text-formatted e-mail.

We will not send you a paper copy of any communication from us unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, contact us by telephone at **714- 482-6570**. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Early/Initial Disclosures, this Disclosure, your initial authorization to receive e-mail disclosures, any changes to that authorization, and any other communication that is important to you. You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

- YES, I AGREE TO RECEIVING DISCLOSURES VIA E-MAIL  
 NO, I DO NOT AGREE TO RECEIVING DISCLOSURES VIA E-MAIL

**BORROWER NAME:** \_\_\_\_\_

**BORROWER SIGNATURE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**LOAN OFFICER:** \_\_\_\_\_

**DATE OF AUTHORIZATION:** \_\_\_\_\_