

Electronic Disclosure and Consent Agreement

Lender: EMET MORTGAGE

Loan Number:

Signer:

You may choose to receive documents electronically instead of in paper form by affirmatively consenting to this Electronic Disclosure and Electronic Signature Consent Agreement ("Agreement"). This Agreement applies to all documents and/or notices we provide to you in electronic form and includes disclosures, contracts, forms, documents, records, notices, and any other information associated with and/or relating to your application and the lending transaction associated with your loan ("Disclosures"). By signing this agreement, you also consent to receive email and/or text messages notifying you that documents are ready to sign and/or have been completed. After reading the information below, please confirm your agreement by clicking the link at the bottom of this document.

1. **DEFINITIONS.** "You" and "Your" refer to the signer of the documents, including anyone on whose behalf the signer is acting including but not limited to individuals, corporations, and trusts. "We", "us" and "our" refer to EMET MORTGAGE, including its affiliates and assigns, who receive or isreceiving the credit application.
2. **ACCESS AND SYSTEM REQUIREMENTS.** To view and access the Disclosures, you must have access to a computer or other device that has the following hardware and software minimum requirements:
 - a. An operating system capable of accessing the internet and downloading HTML, ASPX and/or PDF files, e.g., Microsoft Windows or Mac OSX;
 - b. Not less than one version previous to the current available version for your preferred web browser (must support 128-bit encryption);
 - c. An active email account;
 - d. Adobe Acrobat Reader 6.0 or higher (free download at www.adobe.com);
 - e. Computer or device storage to retain the Disclosures electronically or a printer to retain paper copies.
3. **ACTIVE EMAIL ACCOUNT.** You are required to maintain an active email account. Please notify us if your email address changes.
4. **PAPER COPIES.** We recommend that you print each electronic record for your files; however, at your request to, we will provide you with a paper copy of any electronic record at no cost. If you would like to request a paper copy of your documents, please contact your mortgage loan officer and/or mortgage loan broker.
5. **ELECTRONIC SIGNATURES ON DOCUMENTS.** You agree to the use of electronic signatures on the Disclosures and understand that your electronic signature on the Disclosures has the same effect as if you signed them in ink.
6. **WITHDRAWING CONSENT.** You have the right to withdraw consent and to require that we provide your Disclosures in paper form. To do this, access this page again by clicking on the link in the email you received, click on the "Electronic Consent" link at the top of the page, scroll down to the bottom, and click the "Withdraw Consent" link. After such withdrawal, we will continue processing your loan in a non-electronic manner at no additional charge to you. If you decide to withdraw consent, Disclosures previously provided to you and any electronic signatures you previously made shall remain valid, enforceable, and sufficient for their intended purpose and are unaffected by the subsequent withdrawal of your consent. Further, in the event you decide to withdraw your consent, you may not have the option to later receive your Disclosures electronically. Please note that by withdrawing consent, you may delay the transaction and you may have to communicate with us by telephone, mail, or in-person.
7. **RESERVATION OF RIGHTS.** We reserve the right, in our sole discretion, to discontinue providing Disclosures electronically and send paper Disclosures at no cost to you.
8. **INDEMNIFICATION.** You agree to indemnify and hold harmless EMET MORTGAGE and/or its subsidiaries, principals, agents, employees, or assigns against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs, including attorneys' fees and expenses, resulting from your failure to comply with the terms of this Agreement, including, without limitation, your failure to keep EMET MORTGAGE and/or its subsidiaries or assigns informed of your correct email address, or resulting from your negligent use of the electronic Disclosure and e-signature process.
9. **NOTICE OF AND CONSENT TO INFORMATION COLLECTION.** You agree to the recording, collecting, and storage of your IP address for purposes of identity verification and fraud prevention. Your information will be stored in conformity with Privacy Policies of EMET MORTGAGE and will not be sold or shared except as provided therein.
10. **VERIFICATION AND CONSENT.** By clicking the link at the bottom of this document, you consent to receive certain notices and Disclosures in connection with your mortgage loan application and any other documents or notices that we may provide to you in electronic form and acknowledge the following:
 - a. You have read this Agreement and you understand and agree with its terms and conditions;
 - b. You confirm that your hardware and software meets the access and system requirements above and affirmatively acknowledge that you have the ability to access, download, and print electronic records;
 - c. You confirm that you have provided your current email address and will continue to provide a current email address where you may receive Disclosures electronically;
 - d. You consent to EMET MORTGAGE and their assigns and vendor(s) collecting and retaining your IP address for record keeping and verification purposes; and
 - e. You agree to the use of electronic signatures on the Disclosures as indicated above.

Borrower