### United Auto Credit Corporation e-Sign Consent Agreement

Please read this United Auto Credit Corporation ("UACC") e-Sign Consent Agreement ("Agreement") carefully and retain a copy for your records. This Agreement applies to all disclosures, agreements, statements, notices and other documents related to your contract and account including, but not limited to, any documents relating to your contract or account ("Documents").

This Agreement will be effective until you tell us that you no longer want to receive Documents electronically by sending us notice in the manner described in Section D below.

As used in this Agreement, "you" means the person providing this consent and "us" or "we" or "our" means UACC or its affiliates.

# A. Electronic Delivery of Documents

By clicking "Consent and continue," you consent and agree that:

- i. We can provide all Documents to you electronically including, but not limited to, all disclosures required by law and other information about your legal rights and duties.
- ii. Your electronic signature on any Documents has the same effect as if you signed them in ink.
- iii. Your computer or electronic device meets the specifications and requirements listed below, and that computer or device permits you to access and retain the Documents electronically.
- iv. You agree to receive exclusively in electronic form these terms and conditions, all updated terms and conditions and all disclosures, notices and other communications regarding the eOriginal SmartSign® Web Signature Service (the "Signature Service") and the transaction documents you view and/or Sign using the Signature Service.
- v. The computer you are using and intend to continue to use in connection with the Signature Service meets the hardware and software requirements described in Section C below.
- vi. You are not obligated to use or accept electronic records or electronic signatures for the financial transaction.

You agree that UACC can send all Documents to you electronically via (1) Signature Service; (2) email, (3) text to your cell phone; (4) by access to a website or link that we provide in an e-mail notice that we send to you when the information is available; or (5) to the extent permissible by law, by access to a website that we designate in advance for such purpose. You agree that Documents provided electronically have the same meaning and effect as if we provided paper documents to you. When we send you an email or other electronic notification telling you that a Document is available electronically and we do in fact make it available online, that shall have the same meaning and effect as if we provided a paper Document to you, whether or not you choose to view it.

You also confirm that you have the hardware and software described in Section C, that you are able to receive and review electronic records, and that you have an active email account.

For disclosures, notices or other communications regarding the transaction documents you view and/or sign via Signature Service, those documents will be easily accessible to you within Signature Service for as long as we maintain the documents within Signature Service and for as long as you are allowed access to Signature Service for the same transaction documents. If you were permitted access to the Signature Service via our website, we control whether and how long you are permitted to log in to the Signature Service to access those documents. If you were invited to log in to the Signature Service by email notice, you will be able to access those transaction documents by logging in to the Signature Service using the transaction and security codes provided to you by UACC. You may obtain paper copies of any of those documents by: (i) viewing the documents within the Signature Service and either clicking the print icon on your browser or choosing download in the Signature Service to obtain an electronic copy of the documents which you can later view in a PDF reader and print; or (ii) contacting the person who invited you to view and/or execute such documents using the contact information provided in your invitation email or by following the instruction in Section D below.

### **B. Email Address**

You must keep your email or electronic address current with us. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you through our website or by contacting UACC to the toll-free number 888-895-6134. We may provide you with separate instructions to update your email address from time to time. You agree that if we send an email message to you regarding any electronic communication or send any electronic communication to the email address you have provided us and such email message is returned as undeliverable, we will be deemed to have provided such electronic communication to you.

## C. Hardware and Software You Will Need.

To ensure you have the best experience using the Signature Service and obtain the most current security features to protect your information online, we ask that you have a computer that meets the following requirements:

- i. PCs using Mac OS X, Windows 7, 8, or 10 operating system; or tablets, or smart phones using Android, Blackberry OS, or iOS operating systems.
- ii. A printer to print copies or documents, or sufficient computer disk space to save copies of documents.
- iii. Internet access with an up-to-date Internet browser which allows per session cookies (please check these for compatibility). We recommend Microsoft Internet Explorer 11 or Microsoft Edge, Firefox 5 or above, Safari, or Chrome.

If you use other hardware or software, you may not receive the same level of support or performance, but as long as you are able to read and review the information above, you should be able to utilize the Signature Service. If we ever change the hardware or software requirements for using the Signature Service, the revised policy will apply only to future transaction documents you view and/or execute using the Signature Service, and the revised policy will be posted upon your next session log in to the Signature Service. If you do not agree to the revised policy, you can refuse to Sign by clicking the "Decline to eSign" button. You will not be allowed to enter the Signature Service to Sign or view documents.

## **D.** Withdrawing Your Electronic Acceptance of Documents

You understand that you have the right to receive Documents in paper form. You can request paper copies and/or withdraw consent by contacting us at:

UACC Customer Support: United Auto Credit PO Box 163049 Fort Worth, TX 76161 Phone: 888-895-6134 Email: <u>CustomerCare@unitedautocredit.net</u>

Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, you may not be able to use certain online functionality with respect to your account or complete actions with respect to your account online.

### E. Questions Regarding the Transaction Documents

Should you have any questions, comments or concerns you wish to discuss regarding the transaction documents displayed on the Signature Service for your view and/or Electronic Signature, or the content or legal effect of such transaction documents, you must contact the person who invited you to view and/or Sign such documents using the contact information that person provided to you or you must contact UACC via the contact information below.

eOriginal SmartSign® Web Support Department:

Email: <u>support@eoriginal.com</u> Phone: 1-866-364-3578