E-SIGN ACT DISCLOSURE AND AGREEMENT

We are pleased to offer you the opportunity to receive information about your account electronically. If you would like to receive correspondence and notices from us electronically, instead of paper copies through the mail, please review this notice and provide your consent.

1. **Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this disclosure applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
   - All legal and regulatory disclosures and communications associated with the product or service available through Pikes Peak Habitat for Humanity.
   - Notices or disclosures about a change in the terms of your account or associated payment feature and responses to claims.
   - Privacy policies and notices.

2. **Method of Providing Communications to You in Electronic Form.** All communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. The information that Habitat may deliver to you could be confidential in nature. By signing this agreement you acknowledge and agree that Habitat shall not be responsible for verifying the identity of any person sending an email from your email account. You also agree to hold Habitat harmless for any damages resulting from unauthorized access to emails and/or information sent between you and Habitat. Habitat shall not be responsible for delays in the transmission of any information or for any computer virus, hacking or related problems.

3. **How to Withdraw Consent.** You may withdraw your consent to receive communications in electronic form by contacting us at office@pikespeakhabitat.org and 2802 N. Prospect St., Colorado Springs, CO 80907. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic communications. We will not impose any fee 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.

4. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this E-Sign Act disclosure and your account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting us at office@pikespeakhabitat.org and 2802 N. Prospect St., Colorado Springs, CO 80907.

6. **Requesting Paper Copies.** We will not send you a paper copy of any communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an 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 at office@pikespeakhabitat.org and 2802 N. Prospect St., Colorado Springs, CO 80907. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this 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.

7. **Communications in Writing.** 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 this disclosure and any other communication that is important to you.

8. **Federal Law.** 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.

9. **Termination/Changes.** 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.

10. **Consent.** By signing below you agree that you have read, understand, and agree to the E-Sign Act. You hereby give your affirmative consent to provide electronic communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you.

Acknowledged and Agreed to by:

Borrower Signature: _____

Name: _____

Date: _____

Email Address:_____

Co-Borrower Signature: _____

Name: _____

Date: _____

Email Address:_____