



## Project

## Loan

# CONSENT TO ELECTRONIC RECORDS, SIGNATURES, DISCLOSURES, AND COMMUNICATIONS

Please read the following important information carefully and retain a copy for future reference. As part of Your relationship with Us, You have the right to receive certain information “in writing” – which means you are entitled to receive such information on paper. The federal ESIGN Act and certain state laws allow Us to provide this information to You electronically, instead, with Your prior consent. Like many lenders and service providers, We accept applications, extend credit, and communicate using electronic means. To serve You, We need Your consent to send You legal information electronically.

**Definitions.** For purposes of this Consent to Electronic Records, Signatures, Disclosures, and Communications (“Consent”), the following terms have the following meaning:

“Account” means any Home Depot Loan Services bank loan or prequalification for a bank loan for which You apply.

“Electronic Records” are any legally required disclosures, agreements, Account information, notices, statements, and other information sent to You electronically. Electronic Records may include, but are not limited to, applicable disclosures pursuant to the Equal Credit Opportunity Act and Regulation B; ESIGN Act Disclosure and Consent; the Truth in Lending Act and Regulation Z; the Gramm-Leach-Bliley Act and Regulation P; and any other federal, state or local law, or regulation applicable to Your application or Account.

“We,” “Us,” and “Our” refer to your lender and its current and future affiliates, agents, and assigns, service providers, and any other person or entity who provides services related to your Account, including the Home Depot Loan Services.

“You” and “Your” means the person agreeing to this Consent, and also each additional applicant, accountholder, authorized user, and account contact on any Home Depot Loan Services program bank loan.

**Consent to Use Electronic Records and Signatures.** By agreeing to this Consent, You acknowledge receipt of this document and agree that We may provide Electronic Records to You. We may in Our sole discretion, provide You with a paper document, even when You have chosen to receive it electronically. This Consent may be replaced or modified by the terms included in any subsequent agreement made by You to Us.

**Requesting Paper Copies.** You may request paper copies of Electronic Records at no cost by writing to us at P.O. Box 29429, Attn: Mail/Print, Atlanta, GA 30359 or email us at [service@greensky.com](mailto:service@greensky.com).

**Doing Business Electronically.** Before You decide to do business electronically with Us, You should consider whether You have the required hardware and software capabilities described below.

**Hardware and Software Requirements.** To access and retain Electronic Records electronically, You will need to use the computer software and hardware identified below. “Current Version” means a version of the software or hardware that is currently being supported by its publisher. You will need the following:

- Internet access,
- Current Version (defined above) of a PDF reader (such as Adobe® Acrobat),
- Current Version of an Internet browser (such as Internet Explorer, Firefox, Chrome, Safari),

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- A means to retain documents by printing or storing electronically,
- A valid email address, and
- A personal computer, mobile device, or other device capable of supporting the requirements listed above.

If these requirements change in a way that creates a material risk that You would not be able to receive or retain Your Electronic Records, we will notify You. Continuing to use Electronic Records after receiving notice of a change in the hardware or software requirements is reaffirmation of Your Consent to receive Electronic Records.

**Withdrawing Consent and Updating Contact Information.** You have the right to withdraw Your Consent at any time and at no cost to You. If You withdraw Your Consent prior to the approval of Your application, this will prevent You from receiving credit in connection with the application. If at any time You wish to withdraw Your Consent or need to update Your contact information for Us to contact You electronically, contact Us by toll free phone at (855) 809-1888, email at [service@greensky.com](mailto:service@greensky.com) or physical mail at P.O. Box 29429, Attn: Mail/Print, Atlanta, GA 30359. If You withdraw Your Consent, the legal enforceability of any prior Electronic Record will not change.

**By agreeing to the terms of this Consent to Electronic Records, Signatures, Disclosures, and Communication, You Consent to the following: You**

- **Acknowledge that You have the technical ability to access and retain the Electronic Records in the designated formats described above;**
- **Acknowledge that You have read the information about Electronic Records, Signatures, Disclosures, and Communications;**
- **Consent to having (i) legally required disclosures, agreements, Account information, notices, statements, and other information provided or made available to You in electronic form and (ii) doing business with Us electronically;**
- **Acknowledge that You may request a paper copy of an Electronic Record at no charge to You; and**
- **Indicate Your intent to utilize electronic signatures to apply for credit and agree to transactions on Your Account.**

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