

# Consent to Electronic Communications

In connection with any transaction you may enter into with Homeward, Inc. (or any of its affiliates, including the seller of the home for which you are submitting an offer to purchase), we may be required to provide certain information to you "in writing," which means you are entitled to receive that information on paper. At this time, Homeward provides services electronically, so we need your consent to electronic records and signatures in our relationship with you. While you are not required to provide consent, we will not be able to continue transacting if you do not. Please read this information carefully and retain a copy for your future reference. A copy of this agreement will always be available on your customer dashboard at <https://www.homeward.com/legalese/electronic-consent>.

## Definitions

The words "Homeward," "we," "our" and "us" mean collectively Homeward, Inc., Homeward Title Holdings, LLC, Homeward Mortgage LLC, and all of their affiliates, successors, assigns, and any of their respective sub-servicers (including, but not limited to, Valon Mortgage, Inc. and its affiliates). The words "you" and "your" mean the individual giving consent as well as any person represented by the individual giving consent, including, but not limited to, prospective home purchasers or applicants who submit an application in connection with services provided by or through Homeward. The word "Communication" or "Communications" includes each disclosure, notice, agreement, application, promissory note or other evidence of debt, security agreement, undertaking, fee schedule, periodic statement, record, response, transaction history,

privacy policy, document, or any other information that we provide to you, or that you sign, submit, or agree to at our request.

### **Your Consent**

By providing your consent, we will conduct any and all transactions with you electronically, enabling you to sign and authorize Communications electronically, rather than on paper. Your consent to electronic Communications and electronic signatures will apply to all electronic Communications during the duration of our relationship, including this and any future transactions between us. The consent will apply to electronic Communications and signatures whether you use a smartphone, computer, tablet, or other electronic device to access Communications or sign. You also agree that Communications you may sign or agree to at our request may be in electronic form. We may also use electronic signatures and obtain them from you on any Communications.

From time to time and at our discretion, we may phone you or send you text messages. By consenting to this agreement, you consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

If you do not want to consent to electronic delivery of Communications, you will not be able to submit a purchase contract or an application to us.

### **Method of Delivery**

We may, at our discretion, make electronic Communications available to you 1) via the email address you provide to us, 2) by your accessing a website that we will designate in an email, text message or other electronic notice we send to you at the time the Communication is available, or 3) to the extent permitted by law, by posting or displaying the Communications on a website or application. Access to the communications may require identity verification or security procedures you will have to follow to access the website.

We may provide certain Communications on paper at our sole discretion, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, will require you to give us written notice. You must still provide these notices on paper unless we tell you how to deliver the notice to us electronically. We may also provide notice of posting Communications via text messages at a phone number you provide that is capable of receiving text messages.

### **Getting Paper Copies**

Homeward's products and services are offered electronically, so if you do not consent to the use of Electronic Communications, Homeward will not be able to communicate or transact with you. However, at any time, you may request from us a paper copy of Communications we have provided to you or made available electronically to you, for at least as long as we are required to retain that Communication under applicable law. If you wish for us to send you paper copies of any such Communications from our office to you, you will not be charged a fee for the paper copies. You may request delivery of such paper copies from us by calling us at (512) 956-5087 or emailing us at [hello@homeward.com](mailto:hello@homeward.com). A request for

paper copies of Electronic Communications will not withdraw your consent to receive Electronic Communications electronically.

### **Hardware and Software Requirements**

Before you consent, you affirm that you have the following required hardware and software capabilities to access, view, and retain Communications:

- An electronic device such as a computer and an operating system capable of supporting all of the following,
- Access to a valid, working email account,
- Access to the internet,
- A current version of an Internet browser (Internet Explorer, Chrome, Safari, or Firefox) using 128 bit encryption or higher,
- A current version of a program that accurately reads and displays .pdf files,
- SSL Encryption,
- Access to a printer or ability to download and store files in order to keep copies of your Communications for your records.

If software or hardware requirements change in the future and that change would create a material risk that you would no longer be able to access or retain electronic Communications, we will give you notice of such changes before they occur. If you choose to withdraw your consent upon notification of the change, you will be able to do so without any penalty or fee. However, your withdrawal may result in us being unable to complete home purchase transactions, loan transactions, or other products or services provided by Homeward as noted in the Withdrawal of Consent section of this agreement.

## **Withdrawal of Consent**

You are free to withdraw your consent to receive Communications electronically at any time by calling us at (512) 956-5087 or emailing us at [hello@homeward.com](mailto:hello@homeward.com). If you withdraw your consent, the legal effectiveness, validity, and/or enforceability of Communications previously made available electronically will not be affected. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. However, because Homeward is designed for electronic transactions and Homeward's services are provided electronically, the withdrawal of your consent could result in a delay or even Homeward being unable to complete home purchase transactions and loan transactions for which you have applied. Although Homeward will not charge you a fee, if you withdraw your consent after the anticipated transaction is underway, your withdrawal may result in other costs based on your contract terms with Homeward or third parties, where applicable. For example, you may forfeit earnest money that is being held in escrow pursuant to a real estate purchase agreement, or you may owe fees or unpaid rent if Homeward has already purchased a home on your behalf. It could also result in Homeward being unable to provide other products and services to you.

## **Updating Your Contact Information**

You must promptly inform us of any change in your preferred email address of record, phone number, mailing address, or other information needed to contact you electronically by calling us at (512) 956-5087 or emailing us at [hello@homeward.com](mailto:hello@homeward.com) and providing updated electronic contact information. We will not assume liability for non-receipt of notification of the availability of Communications in the event that your email address on file is invalid; your email or Internet service provider filters the notification

as "spam" or "junk mail"; there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control.

**Acknowledgement and Consent of Electronic Communications**

By signing below, you acknowledge that you can access Communications that are provided to you by the methods described above and that you agree to receive Communications electronically. You are also confirming that you are authorized to, and do, consent on behalf of all of your co-applicants for any product or service we provide to you.

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Buyer Date

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Buyer Date