

## Online Service E-Sign and UETA Disclosure and Consent Agreement

This Online Service E-Sign and UETA Disclosure and Consent Agreement ("Disclosure and Consent Agreement"), applies to all Communications for those products, services and Accounts offered or accessible through Tower Loan's Online Service, or a mobile application or mobile website used to access the Online Service, that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. "Online Service" means Tower Loan Online Service.

Please note that consenting to receive Communications under this Disclosure and Consent you are giving your consent to electronic disclosures and to the use of electronic signatures and that you understand that it will automatically enroll you in Paperless Statements. If you do not want to receive the communications electronically, or do not want to use electronic signatures in connection with your transactions with us, you should not agree to the terms of this consent. If you do not consent to receiving the Communications electronically, or do not consent to the use of electronic signatures in connection with your transactions with us, we will not be able to proceed with the acceptance and processing of your online transaction or online account services.

Definitions: The words "we," "us," and "our" refer to the entity with which you have your Account including, but not limited to, Tower Loan and its affiliates (collectively referred to as Tower Loan). Affiliates include, but are not limited to, Tower Loan of Illinois, Tower Loan of Missouri, Gulfco of Alabama, Gulfco of Mississippi, Gulfco of Louisiana and First Tower Loan. The words "you" and "your" mean you, the individual(s), consumer(s), or entity(ies) identified on the Account(s). As used in this Disclosure and Consent, "Account" means the account(s) you have with us now or in the future, including ones which you open through the Online Service. "Communication" means any customer loan agreements or amendments thereto, loan applications or account statements, tax statements, disclosures required by applicable state and federal laws, notices, responses to claims, transaction history, privacy policies and notices and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

### 1. Scope of Communications to Be Provided in Electronic Form.

By consenting to the use of electronic signatures, you agree that Tower Loan may use electronic signatures in connection with your transactions with us. You agree that we may provide you with any and all 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:

- Applying for or opening a loan account or obtaining a Tower Loan product;
- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the Online Service for your Account. As an example, Tower Loan, may send by e-mail legally required notification regarding the terms and conditions related to your Account(s) or the Online Service;

- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims;
- Privacy policies and notices; and
- Account statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in the Paperless Statements program ("Paperless Statements"). Related documents may include, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy notices and other important information regarding your Account.

## 2. Method of Providing Communications to You in Electronic Form.

All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (1) via e-mail, (2) by access to a web site, including our mobile websites, that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site, including our mobile websites, that we will generally designate in advance for such purpose, (4) via our mobile applications, or (5) by requesting you download a PDF file containing the Communication.

## 3. How to Withdraw Consent.

You may withdraw your consent to receive Communications in electronic form at any time by contacting us at [statement@towerloan.com](mailto:statement@towerloan.com), or, for Paperless Statements, by changing your delivery preferences within the Online Service.

We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of the Online Service may be terminated. 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. Withdrawing your consent : (1) does not change the legal effect , validity, or enforceability of prior electronic disclosures , (2) prevents you from doing future business with us online.

Please specify the information you wish to receive in paper form. Be sure to state that you are requesting a copy of the disclosures, notices, or other specific item, and include your name and mailing address. Your request will apply only to those specific items you designate.

## 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 Disclosure and Consent and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Online Service or by contacting us at [statement@towerloan.com](mailto:statement@towerloan.com) or by contacting the branch which services your account.

#### 5. Requesting Paper Copies.

You should not expect to receive 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 by email, or by logging in to the Online Service and printing or saving a copy online. 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. Questions regarding your account can be addressed by contacting the branch which services your account or sending an email to [statement@towerloan.com](mailto:statement@towerloan.com).

#### 6. 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 Consent and any other Communication that is important to you.

#### 7. Applicable Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that may be subject to the Uniform Electronic Transactions Act (UETA) as adopted by the state in which you reside or the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), and that you and we both intend that the Acts apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. If your state is not governed by either of these statutes, then that state's laws shall apply to the extent not preempted by federal law.

#### 8. 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.

#### 9. E-mail Address of Record for Accounts with Joint and/or Multiple Owners.

Each account owner is able to provide an e-mail address for the Account in connection with each owner's consent to receive electronic Communications.

*Only one account owner's authorization is required to enroll in Paperless Statements.*

For purposes of electronic notification for Paperless Statements on a joint or multiple owner account, you agree that electronic notifications for Paperless Statements delivered to the e-mail address of the account owner who enrolls in Paperless Statements will constitute delivery to all account owners, even if all account owners may not have access to such e-mail address.

## 10. Hardware and Software Requirements.

To access, view, and retain electronic Communications that we provide or make available to you, you must have:

- A personal computer or other device capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser which is capable of supporting 256-bit SSL encrypted communications such as Microsoft® Internet Explorer, Google Chrome®, Mozilla Firefox®, Opera®, or Safari®.
- A printer or sufficient electronic storage capacity on your computer's hard drive or other long term data storage device, and the ability to download and store files, including PDF files, in order to retain past communications from Tower Loan and/or for future reference.
- Connection to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via email or by access to our website.
- A valid email address (the primary email address designated by you).
- We will notify you of any material changes to hardware or software needed to receive electronic communications from Tower Loan.

## 11. Acceptance and Consent.

By consenting to this Disclosure and Consent, you agree to the following statements: I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic Communications according to the process described above.

- Each party agrees to conduct the transaction in electronic form.
- I understand and agree that: (i) certain documents will continue to be delivered to me via U.S. Mail that are not included in the Paperless Statements program and that in the future some or all of these documents may be made available for me to view electronically in accordance with this Disclosure; (ii) my consent to view documents electronically does not automatically expire and is not limited as to duration; (iii) the entity or entities with which I have my Account(s) and/or their agents may revoke my participation in the Paperless Statements program at any time at their discretion; (iv) neither entity or entities with which I have my Account(s), nor their agents will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Disclosure; and (v) documents that may be provided along with my account statements contain important information or disclosures concerning my Account and I agree to review such documents in a timely manner.

By clicking "I AGREE," and giving your consent, you acknowledge that you've read and agree to the terms set forth in this Disclosure and Consent. You are also confirming that:

- You have reviewed this Disclosure and Consent
- You have the hardware and software described above and have access to the necessary equipment, and are able to receive, open and view, and print or download a copy of any communication for your records. By your Consent you confirm that you are able to access and view records and documents in HTML format.
- You are able to receive and review electronic records, and
- You have an active email account and the ability to access and view PDF files.
- You are able to print or save a copy of these communications for your records as they may not be accessible online at a later date.

By clicking "I AGREE", you give your affirmative consent for us to provide you with electronic communications as described in the Disclosure and Consent for the accounts(s) listed above as "paperless."