

## **E-SIGN CONSUMER DISCLOSURE AND CONSENT**

SkySlope™, Inc. ("SkySlope") is pleased to offer the DigiSign™ electronic verification and document signing service to you. This service is designed to comply with the Electronic Signatures in Global and National Commerce Act ("the E-SIGN Act"), which establishes that electronic signatures, communications and records (collectively, "Records") are valid and enforceable if they meet certain criteria. One criterion is the requirement that businesses obtain from consumers affirmative consent to receive and execute (sign) Records electronically. This E-Sign Consumer Disclosure and Consent (the "Notice") sets out the terms and conditions of that consent.

### **By Clicking "I Agree":**

- You agree to these Terms and Conditions which you have accessed and read.
- You agree to receive exclusively in electronic form this Notice, all updates to this Notice, and all disclosures, notices and other communications regarding DigiSign service, and the transaction documents you view and/or execute using DigiSign.
- You represent that the computer you are using and intend to continue to use in connection with the DigiSign service meets the hardware and software requirements described in this Notice.
- You agree that your electronic signature indicates your intent to execute the attached document with or at the request of SkySlope for purposes of confirming your agreement to such document.
- You agree to authorize DigiSign to distribute copies of the executed versions of the Record to all parties. SkySlope will not make any other use of documents without your prior written authorization, provided SkySlope may use the documents as necessary to provide services to you or in connection with a transaction involving you.

### **Receiving Disclosures and Notices**

From time to time, we may be required by law to provide you certain written notices and/or disclosures regarding the DigiSign service. All updated versions of this Notice as well as all such disclosures, notices and other communications regarding DigiSign will be accessible by you within the DigiSign service. You can also get free paper copies of any of these documents by following the instructions in the section below entitled Requesting Paper Copies.

For disclosures, notices or other communications regarding the Record you view and/or execute using the DigiSign Service, those documents will be accessible for you to print or download during and after the E-Signature Process described below, provided you remain in the DigiSign online session. If you wish to receive additional copies of the Records after you have left the DigiSign session, you may follow the procedure described in the section below

entitled Requesting Paper Copies.

Our employees will not contact you via email, text, or telephone requesting your transaction code, credential or security code. If you are contacted by anyone requesting this information, please contact SkySlope immediately.

## **Service Charges**

You will not pay any service charges or fees to view, print or execute transaction documents using the DigiSign service. If we ever change this policy, the revised policy will apply only to future transaction documents you view and/or execute using DigiSign. If you do not agree to the revised policy, you can refuse to electronically sign by clicking the "Exit without signing" button when you receive a Record from DigiSign. You will not be allowed to use DigiSign to sign or view documents if you do not agree to the revised policy.

## **Unauthorized Transactions**

You may be provided with an online credential, such as a password or access code, in order to access the DigiSign system. You are responsible for the safeguarding of any credential. If you do not protect a credential, an unauthorized transaction could occur that may have adverse consequences for you, such as creating a debt or other obligation that you did not intend to create. If you believe your credential has been stolen or compromised, contact SkySlope immediately.

## **E-Signature Process:**

After you have acknowledged and consented to conduct business electronically, DigiSign will present an electronic Record to you. In the event your signature is requested on the Record, you will see a highlighted signature block on the part(s) of the document(s) that you are being asked to sign. By clicking on the signature block, you will be prompted to adopt an electronic signature, which will be applied to the document for you. Your signature will be effective only after you choose to submit the Record. At any time before or after you submit the Record, you may print or save a copy.

## **Scope of Consent:**

Your consent to this Notice applies to all Records you receive from SkySlope until such time as you withdraw your consent (see below).

## **Requesting Paper Copies:**

You may request paper copies of a particular Record by emailing us at [support@skyslope.com](mailto:support@skyslope.com) or writing us at 825 K St. FL 2, Sacramento, CA 95814. Your request must include: your name, physical address, email address, telephone number and the name of the transaction being processed. We may charge a reasonable service fee for the provision of paper Records. Any paper copy request must be made to "Attn: E-Sign

Disclosure and Consent Notice.”

## **Withdrawing Your Consent:**

You may withdraw your consent to receive Records under this Notice by emailing us at [support@skyslope.com](mailto:support@skyslope.com) or writing us at 825 K St. FL 2, Sacramento, CA 95814. Your withdrawal will be effective within twenty four (24) business hours from the time we receive your withdrawal notice. Any withdrawal request must be made to “Attn: E-Sign Disclosure and Consent Notice.”

## **Hardware and Software Requirements:**

To access and retain electronic Records, you must have:

- A valid email address and software and hardware to support sending and receiving email messages;
- A computer, mobile, tablet or similar device with internet access and current browser software;
- Computer software that is capable of receiving, accessing, displaying, and either printing or storing Records received from us in electronic form, including PDF; and
- Sufficient storage space to save the Records (whether presented online, in e-mails or PDF) or the ability to print Records.

We will notify you as required by law if any of the foregoing hardware or software requirements change.

## **Updating Your Information:**

It is your responsibility to keep your primary email address current so that SkySlope can communicate with you electronically.

You understand and agree that if we send you a communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, we will be deemed to have provided the communication to you; however, we may deem your account inactive. You may not be able to transact using DigiSign until we receive a valid, working primary email address from you.

If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add SkySlope and SkySlope to your email address book so that you can receive communications by e-mail.

You can update your email address or other information by emailing us at support@skyslope.com or writing us at 825 K St. FL 2, Sacramento, CA 95814. Any notices must be made to "Attn: E-Sign Disclosure and Consent Notice."

### **SkySlope Not a Party; Performance by Parties:**

SkySlope provides the DigiSign service as a way for parties to execute documents. When you and any one or more other parties executes an agreement through DigiSign, only you and those other parties have rights and duties with respect to such document. Except in cases where SkySlope is a named party to the agreement, SkySlope is not a party to any such agreement, and shall not have any liability or responsibility with respect to the validity or enforceability, the breach by any party in the performance of its obligations under that agreement, or your failure to obtain the outcome you were seeking to achieve. Customer support provided by SkySlope is only to answer questions regarding the functions of the service. SkySlope will not have any obligation to provide customer support with respect to the performance by any party to any agreement executed using DigiSign.

If any dispute arises between or among any parties to an agreement that has been executed using DigiSign, SkySlope (except in cases where it is a named party to the agreement) shall not have any responsibility or liability with respect to that dispute. Without limiting the generality of the foregoing, SkySlope will not have any obligation to assist in mediating any such dispute, to locate any other party to the agreement, or otherwise to facilitate a resolution of the dispute.

**ANY STATEMENTS MADE BY SKYSLOPE ABOUT THE VALIDITY OF ELECTRONIC CONTRACTS AND THE SIGNATURE LINES OF AGREEMENTS THAT ARE ELECTRONICALLY EXECUTED ARE GENERAL IN NATURE AND ARE NOT INTENDED, AND SHOULD NOT BE CONSTRUED, AS LEGAL ADVICE. SKYSLOPE HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT AGREEMENTS THAT ARE ELECTRONICALLY EXECUTED THROUGH DIGISIGN ARE VALID OR ENFORCEABLE UNDER THE LAWS OF ANY PARTICULAR STATE OR OTHER JURISDICTION. IF YOU WISH TO VERIFY THE VALIDITY OR ENFORCEABILITY OF ANY AGREEMENT YOU PLAN TO EXECUTE OR HAVE EXECUTED USING DIGISIGN, THEN YOU SHOULD CONSULT A LICENSED ATTORNEY FOR APPROPRIATE LEGAL ADVICE.**