

## **eCommunications Disclosure and Agreement**

Upon receipt of your consent, Habitat for Humanity of Hillsborough County Florida, Inc. (HFHHC) will communicate with you primarily via email. You must provide a working email address to HFHHC. This Disclosure and Agreement is applicable only to Habitat for Humanity of Hillsborough County Florida, Inc.'s eCommunications service. You will need a personal computer with an Internet connection in order to access the Internet and email. Any documents sent to you will be in a PDF format, so you will also need Adobe Acrobat Reader software to view it. If you wish to print a copy of the document, you will also need a printer connected to your personal computer.

You agree that it is your responsibility to ensure that any documents emailed to you cannot be intercepted or viewed by others.

By accepting the terms of this Agreement, you hereby authorize HFHHC to provide communications, disclosures and notifications of document availability to you by electronic mail. Your authorization means that we can provide you with communications, disclosures, statements, notices, applications or agreements to a working email address provided by you. You are responsible for notifying us of any email address changes. Notification of any email changes will be effective within ten (10) calendar days after receipt, excluding holidays. You must notify us by email athomeownership@habitathillsborough.org or by mail addressed to HFHHC, 509 E Jackson St, Tampa, FL 33602. If your email is returned as undeliverable, an attempt will be made to contact you by other means. If contact cannot be made, HFHHC will resume sending a paper copy of any communications listed above by U.S. mail to the mailing address on file for your account with HFHHC.

Once you enroll in the eCommunications program, paper documents will no longer be sent to you. Although you have elected to have communications delivered to you electronically, HFHHC can print paper documents for you, subject to any applicable printing fee. To request a paper document, please contact HFHHC via email at homeownership@habitathillsborough.org, via telephone at 813-239-2242 or by mail at HFHHC, Homeowner Services, 509 E Jackson St, Tampa, FL 33602.

You have the right to withdraw your consent to receive email notifications and electronic versions of any documents at any time. To withdraw your consent to receive email notifications and documents, you must notify us via email at: homeownership@habitathillsborough.org or in writing to: HFHHC, Homeowner Services, 509 E Jackson St, Tampa, FL 33602. The withdrawal of your consent will be effective within ten (10) calendar days of receipt.

All eCommunications and documents sent via email shall be in full compliance with applicable laws and regulations. Your account is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to you, either in applications and enrollment forms, the applicable fee schedules, credit agreements, our Privacy policy or other written disclosures.

You acknowledge that you have read and agree to the terms of this eCommunications Disclosure and Agreement and would like to receive communications and documents via email. You understand that for your account with HFHHC, you will no longer receive paper communications and documents sent by U.S. mail.





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You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action or to otherwise provide HFHHC with instructions while participating in our eCommunications program or in accessing or making any transaction regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and HFHHC. You agree and acknowledge that you will keep your access I.D. and other security codes and identification data confidential, and you will immediately notify HFHHC should you believe that your access I.D. has been lost, stolen, or that an unauthorized person has electronically accessed your email account.

By agreeing to the terms and conditions of this Agreement, you represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this Agreement.

This Agreement supplements and modifies other agreements that you may have with HFHHC to the extent that this Agreement and other agreements could contain conflicting provisions. This Agreement will govern the delivery of electronic disclosures and documents, but all other contractual obligations of the parties remain subject to the terms of any other agreements, including HFHHC's mortgages, Promissory Notes, applications, enrollment forms, applicable fee schedules, Privacy policy, or other written disclosures. You will be required to review any account statements you receive and notify HFHHC within established time periods if there are any errors on your account information.

You acknowledge and agree that not all email is secure. Therefore, you agree that HFHHC has no liability to you whatsoever for any loss, claim or damages arising from or to, any email or other electronic communications that HFHHC has submitted to you or that you have submitted to HFHHC. HFHHC also has no duty to investigate the validity or to verify any email or other electronic communications sent or received by it. Although HFHHC has no obligation to do so, it reserves the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of HFHHC. HFHHC will have no obligation, liability or responsibility to you or any other person or company if it does not act upon or follow any instruction to it if a communication cannot be authenticated to its satisfaction.