

## Auto Draft Disclosure Agreement

I authorize LoanCare, LLC ("Company") to electronically debit the account indicated above on a monthly basis in the amount of my monthly mortgage payment.

I understand that this authorization will remain in full force and effect until I notify the Company in writing, including the loan number at LoanCare, LLC, Attention-Consumer Solutions Department, P.O. Box 8068, Virginia Beach, VA 23450 or via telephone at 1-800-274-6600 that I wish to revoke this authorization. I understand that the Company requires at least 3 business days' notice prior to a scheduled payment in order to cancel this authorization. If at any time the loan becomes delinquent, I understand that this automatic draft will be suspended until the loan becomes current, at which point auto drafting will resume.

In the event the loan is sold or the servicing of the loan is transferred, I authorize any new/successor owner or servicer of the loan to debit my bank account in accordance with the terms of this authorization. I must notify the new/successor owner or servicer in writing if I wish to revoke this authorization on or after the date the loan is sold or transferred subject to the new/successor owner or servicer requirements for providing such revocation.

## Electronic Disclosure Agreement

LoanCare, LLC ("LoanCare" or "we") offers you the convenience of electronic delivery for residential mortgage loan-related information that would otherwise be sent in paper form through the U.S. mail or by an express delivery provider.

LoanCare is required by federal and state laws to provide you with certain disclosures and information about your mortgage loan ("Mortgage Loan Documents") "in writing" – which means you are entitled to receive it on paper. With your prior consent, LoanCare may instead provide this information to you electronically. LoanCare also might give you the option to sign Mortgage Loan Documents electronically or print, sign and return them via upload, fax or mail. LoanCare needs your general consent to use electronic records and signatures in our relationship with you as the subservicer of your mortgage loan.

**So, before you access or sign your Mortgage Loan Documents electronically, you must review and agree to the terms outlined below. Please read this notice carefully and print or download a copy for your files.**

After you have read this information, if you agree to deliver and receive Mortgage Loan Documents to and from LoanCare electronically, and if you agree to the general use of electronic records and electronic signatures in connection with your relationship with LoanCare, please click the **I Agree** button where indicated at the end of this Electronic Disclosure Agreement. If you do not agree, please click the **I Disagree** button.

### Statement of Electronic Disclosures:

1. **Types of Mortgage Loan Documents that LoanCare May Provide and that You may Execute in Electronic Form.** The Mortgage Loan Documents may include, without limitation, disclosures and notices under the federal Equal Credit Opportunity Act, the federal Truth-in-Lending Act, the federal Home Mortgage Disclosure Act, the Internal Revenue Code, the federal Homeowners Protection Act of 1998, the federal Real Estate Settlement Procedures Act of 1974, the federal Fair Credit Reporting Act, the federal Fair Housing Act, the National Flood Insurance Act, the federal Flood Disaster Protection Act, the federal Electronic Fund Transfer Act, the federal Home Ownership and Equity Protection Act, the federal USA PATRIOT Act, Title V of the federal Gramm-Leach-Bliley Act, together with all rules and regulations that implement those laws, as well as all other applicable federal, state and local laws, rules, regulations and ordinances. The Mortgage Loan Documents also include any other associated information, documents, agreements, disclosures and notices that LoanCare may provide you relating to your loan.
2. **Right To Receive Paper Copies of the Disclosures.** You are not required to provide your consent in order to receive the Mortgage Loan Documents or to do business with LoanCare. If you prefer not to provide your consent, LoanCare will provide all of the Mortgage Loan Documents to you in a paper form. If you decide to provide your consent, you agree that you will no longer receive paper documents unless you revoke this

Agreement or request a copy of your document in paper by contacting us directly at 1-800-274-6600, CustomerSupport@myloancare.com, or P.O. Box 8068, Virginia Beach, Virginia 23450. You also may print copies of the Mortgage Loan Documents from your computer if you have a printer that is connected to your computer.

- 3. Scope of Your Consent.** Your consent applies only to Mortgage Loan Documents in connection with your residential mortgage loan relationship with LoanCare. Your consent does not apply to other transactions that you may wish to enter into with LoanCare or its affiliates. Your consent does not mean that LoanCare must provide all Mortgage Loan Documents electronically. LoanCare, at its option, may deliver Mortgage Loan Documents or otherwise communicate with you on paper if it chooses to do so. LoanCare may also require that certain communications from you be delivered to us on paper at a specified address.

You agree that you will continue to receive electronic Mortgage Loan Documents until you tell us otherwise. We will send a monthly notification, to your email address of record, informing you when your latest periodic statement is available for viewing unless you decide to opt out and not receive the notification.

If you consent to the receipt of electronic Mortgage Loan Documents, you should print or download, and retain them, for your records.

- 4. Withdrawal of Consent.** You may withdraw your consent at any time, and LoanCare will not impose any charge or fee as a result of the withdrawal. To withdraw your consent, you must contact us directly at 1-800-274-6600, CustomerSupport@myloancare.com, or P.O. Box 8068, Virginia Beach, Virginia 23450. You also may unsubscribe from the service using the website ([www.myloancare.com](http://www.myloancare.com)). In order to unsubscribe using the website, please visit the eStatement link under the "My Statements" tab and click the cancel button. It may take up to thirty (30) calendar days, from the date you requested the service to be cancelled, and for you to receive your next monthly printed statement, with all subsequent printed and mailed statements arriving monthly thereafter.

If you withdraw your consent, any Mortgage Loan Documents that LoanCare delivers to you after the effective date of the withdrawal will be provided in paper form. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent. Any withdrawal of your consent to receive and execute Mortgage Loan Documents electronically will be effective only after we have had a reasonable period of time to process your withdrawal.

- 5. Computer Hardware, Software and Other Requirements.** In order to receive Mortgage Loan Documents electronically, you must have Adobe Acrobat Reader 5.0 or higher and be able to download Adobe Acrobat Reader 5.0 or higher.

If you have any trouble accessing, printing or downloading any Mortgage Loan Documents, you may call technical support at 800.905.0939 for assistance.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Mortgage Loan Documents, we will give you notice of the revised hardware or software requirements. You continuing to use our electronic services after receiving notice of the change will constitute reaffirmation of your consent.

- 6. Periodic Statements.** Your monthly eStatement may be viewed by clicking on the "My Statements" tab on the website ([www.myloancare.com](http://www.myloancare.com)). All eStatements will be viewable electronically in PDF-Portable Document Format which can be viewed online, saved to the computer or printed for convenience. LoanCare will archive eStatements, issued from the date you registered for the service, as well as, archive previously issued paper statements.
- 7. Responsibility to Provide Contact Information.** You agree that you will provide LoanCare with a valid email address, so that electronic Mortgage Loan Documents can be sent to you. You will immediately inform LoanCare if your email address changes. If you provided us with an email address to your workplace or other non-private place, you understand that you lose all expectations that the information emailed to you will be kept private. You agree to maintain your computer anti-virus program to avoid unauthorized parties from viewing or intercepting your emails, and release LoanCare from any and all liability should you have provided an incorrect email address, the email address is no longer valid or the electronic Mortgage Loan Documents are intercepted or viewed by an unauthorized party. Email will sometimes get accidentally collected in a junk mail/spam mail folder by your email/internet service provider. You should add LoanCare's website

(www.myloancare.com) to your address book and check the spam folder for any email containing LoanCare and use your email provider's process for accepting the email as not spam.

8. **Notification of Changes in Information.** You must promptly notify us of any change in your email or other electronic address. If you need to update your email address or other contact information with LoanCare, you may do so by contacting us at: 1-800-274-6600, CustomerSupport@myloancare.com, or P.O. Box 8068, Virginia Beach, Virginia 23450.
9. **Other Responsibilities.** You are personally responsible for accessing, opening and reading the Mortgage Loan Documents at your earliest convenience, including, but not limited to the notification regarding the availability of the Mortgage Loan Documents. The Mortgage Loan Documents contain important information. You must notify us immediately of any suspected error, alteration or other irregularity with your Mortgage Loan Documents or with your account, including unauthorized access.
10. **Modification.** We reserve the right, in our sole discretion, to discontinue the provision of your Mortgage Loan Documents electronically, or to terminate or change the terms and conditions on which we and you may provide, receive and execute Mortgage Loan Documents electronically. We will provide you with notice of any such termination or change as required by law.
11. **Disclaimers.** LoanCare does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or mis-delivery. Factors affecting these email notifications are solely between you and a third party that you designate, such as an Internet Service Provider and Phone company. We make no representations or warranties whatsoever with regard to the products or services of third parties. Likewise, LoanCare makes no warranty of any kind, express or implied that our delivery of electronic Mortgage Loan Documents will be uninterrupted or error free. We do not and cannot warrant that electronic Mortgage Loan Documents will be available at all times. You agree that we will not be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.
12. **Modification / Termination.** We reserve the right, in our sole discretion, to discontinue the provision of your Mortgage Loan Documents electronically, or to terminate or change the terms and conditions on which we and you may provide, receive and execute Mortgage Loan Documents electronically. Any modifications to this service shall be effective the date provided within the notification posted on our website at www.myloancare.com. We will provide you with notice of any such termination or change by providing notice to you via your email address or online using our website at www.myloancare.com.

**By clicking the "I Agree" button below, you acknowledge that you have read the information provided above about the delivery, receipt, printing, downloading, and execution of Mortgage Loan Documents, and consent to the use of electronic records for the delivery of Mortgage Loan Documents and execution of Mortgage Loan Documents in connection with your residential mortgage loan relationship with LoanCare. You also confirm that you have the hardware and software described above, that you are able to receive and review Mortgage Loan Documents electronically; that you have an account with an Internet service provider, and you are able to send email and receive email with hyperlinks to websites and LoanCare in place of written documents and handwritten signatures.**

**By clicking the "I Disagree" button below, you acknowledge that you have read the information provided above about the delivery, receipt, printing, downloading, and execution of Mortgage Loan Documents, and do not consent to the use of electronic records for the delivery of Mortgage Loan Documents and execution of Mortgage Loan Documents in connection with your residential mortgage loan relationship with LoanCare.**