



## Electronic Communications Consent

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In this Electronic Communications Consent (this “**Consent**”), “**we**”, “**us**”, and “**our**” mean (i) Home Depot Loan Services; (ii) any financial institution, and their agents, service providers, and representatives, participating in the The Home Depot® Loan Program selected to receive (the “The Home Depot® Loan Program”); and (iii) any financial institution or another financing provider under another program that receives your application (together with the The Home Depot® Loan Program, a “**Program**”). “**You**” and “**your**” mean the person agreeing to this Consent. “**Account**” means any loan or other account established in connection with an approved Program application. “**Agreement**” means any installment loan agreement, other agreement, or other terms and conditions provided for your consent in connection with an Account. “**Current Version**” means a version of the software or hardware that is currently being supported by its publisher.

We may need to provide you with certain information, Agreements, notices or disclosures in writing in connection with your Account (each, a “**Communication**”). By agreeing to this Consent, you are confirming your ability, and providing your consent, to receive Communications electronically from us instead of in paper form and to the use of electronic signatures in our relationship with you. Without limiting the foregoing, you further agree that Communications may be provided to you via email, text message, or other electronic notification methods supported by the software you use to access your Account.

Our ability to provide Communications to you electronically is dependent upon you maintaining a valid email address. Therefore, you agree to maintain a valid email address with us for as long as you maintain an Account and that we may send Communications to the email address you have provided. In the event Communications are provided to you via email, text message, or other electronic methods supported by the software you use to access any Account, it is your responsibility to review those Communications. We may, at our discretion, mail paper copies of Communications to you, in addition to or instead of sending them to you electronically.

### **You understand and agree that:**

- (i) this Consent and any other Agreement will be entered into electronically;**
- (ii) you meet the minimum hardware and software requirements specified below;**
- (iii) your consent to receive Communications electronically will remain valid until you withdraw your consent; and**
- (iv) Communications that may be provided electronically include, but are not limited to, the following:**
  - Agreements (including this Consent) and disclosures, including changes to and updated versions of such documents;
  - Information regarding your Account, including your Account balance and activity;
  - Account statements, authorizations, and transaction histories;
  - Notices to you of the resolution of any billing error regarding your Account; and



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- Inquiries and notices to you about transactions made with your Account.

In order to receive Communications, you must meet the following hardware and software requirements:

- Internet access
- Current Version (defined above) of a PDF reader (such as Adobe® Acrobat)
- A supported Internet browser, which are Safari 7 or later, Firefox 34 or later, Chrome 37 or later
- A valid email address
- A personal computer, mobile device, or other device, along with a Current Version of its operating system, capable of supporting the requirements listed above.

In order to retain Communications, you will need the ability to electronically store or print Communications. We may change these requirements from time to time.

**Consent to receiving electronic Communications is a requirement of being able to open and maintain an Account. You may request copies of Communications in paper or non-electronic form by calling (833) 571-8300. We will not charge a fee for a paper copy.**

**You have the right to withdraw your consent at any time. In order to withdraw your consent, call (833) 571-8300, or by physical mail at P.O. Box 2730, Alpharetta, GA 30023. Withdrawing your consent may prevent you from transacting with us, may delay your transactions with us, and/or may prevent you from being able to use certain online functionality. A withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal and will be effective only for the consent that you have provided under this Consent and not to any other consent to electronic communications that you have provided to a financial institution or other party participating in a Program.**

If you have any questions regarding this Agreement or your Account, please contact us at (866) 936-0602.

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