



## Electronic Communication Disclosures and Consent

This ESIGN Disclosure and Consent (the "Consent") provides you, as the party giving your consent below with information relating to your electronic receipt of disclosures and notices ("collectively, the "Disclosures") in connection with your application for a lease and Account through Wags Lending, LLC. ("Wags").

### Definitions used in this consent:

- "you" and "your" mean the primary applicant or accountholder;
- "we", "us" and "our" means Wags, its affiliates and its third-party service providers;
- "Account" means your Wags closed-end consumer lease; and
- "Billing Statement" means the billing statement for your Account.

All other terms used in this consent shall have the meanings given to them in your Agreement.

**Electronic Signatures.** You acknowledge that by signing a Wags Agreement, you are indicating your intent to sign up for electronic communications and that this shall constitute your signature.

**Federal Law.** You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

By providing your consent, you agree that we may send you any and all Disclosures (which are described in more detail below) relating to the lease in electronic or paper form. If you have provided an e-mail address, but no longer wish to receive these disclosures or communications electronically, please refer to Section 5 below.

When we wish to send you Disclosures electronically, we will send a notice to the electronic e-mail ("e-mail") address that you have designated as the e-mail address for the receipt of Disclosures. This e-mail will contain the Disclosures and/or direct you to a website where you will be able to access the Disclosures. If placed on our website, the Disclosures will be available on our website for at least 90 days from the date that the Disclosures are placed on the website. We reserve the right, in our sole discretion, to send you any of the Disclosures in paper form instead of, in addition to, electronic form.

By submitting an application for a Wags lease, you hereby agree to the following, which also constitutes your consent for us to send you electronic communications about your applications, and Account (collectively, the "Account").



- 1. Types of Disclosures and Notices that will be Provided in Electronic Form.** You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to the following: the results of your application and any required disclosures or notices related thereto, the initial disclosure statement or agreement governing your Account, any disclosures and notices under the Federal Equal Credit Opportunity Act and Federal Reserve Regulation M, the Federal Truth-in-Lending Act, the Internal Revenue Code, the Federal Electronic Fund Transfer Act and Federal Reserve Regulation E, the Federal USA PATRIOT Act of 2001 and Title V of the Federal Gramm-Leach-Bliley Act, together with all rules and regulations that implement the same, as well as all other applicable federal, state and local laws, rules, regulations and ordinances, any other information, agreements, disclosures and notices that we wish to provide you in connection with the Wags lease in an electronic form, even if the information, agreements, disclosures and notices are not required by these laws, rules, regulations or ordinances, your billing statement, letters, notices or alerts regarding your Account and any changes to your Account, other disclosures, notices or communications in connection with the application for the opening of, maintenance of or collection of your Account, and any debt amendment, cancellation, or any other debt-related communication and other information relating to optional debt amendment or cancellation products you may obtain. These electronic communications may include your name and some information about your Account, including your balance or the due date; however, we will not include your full account number or social security number. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering these communications, or the hardware or software you use to view your Account information or your e-mail account.
- 2. Your Right to Receive Paper Copies of the Disclosures.** You are not required to provide your Consent in order to submit an application for the lease. If you prefer not to provide your Consent, all of the Disclosures will be provided to you in a paper form in accordance with Section 5 below.
- 3. How to Withdraw Your Consent and Effect of Withdrawal.** You may not apply online for an Account and you may not register your Account for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you wish to withdraw your consent to receive future electronic communications, you must un-enroll from each service you have elected to receive to completely withdraw your consent to receive electronic communications. Additionally, you may call customer service at the number on your billing statement to withdraw your consent.

We will not impose any fee to process the withdrawal of your consent to electronic communications, but depending on what state you live in, you may be charged to



receive paper billing statements. However, you will not be able to receive your billing statements electronically if you do not consent to receive electronic communications or withdraw your consent. Any withdrawal of your consent to electronic communications will be effective only after we have a reasonable period of time to process your withdrawal request.

4. **Change of your Designated E-mail Address.** If you change your designated e-mail address, you must notify us by contacting us at 1-844-761-4950 or [info@wagslending.com](mailto:info@wagslending.com). Your change of e-mail address will be effective as of the end of the following business day.
5. **How to Receive Paper Copies.** After you provide your Consent, you may receive, without charge, a paper copy of any Disclosures that have been provided to you electronically by contacting us at 1-844-761-4950 or [info@wagslending.com](mailto:info@wagslending.com). You may also print the electronic copies of the Disclosures from your computer if you have a printer that is connected to, and properly set up with, your computer.
6. **Computer, Hardware, Software and Other Requirements.** You must have the following listed items and features in order to receive Disclosures electronically, to print copies of the Disclosures, and to retain electronic copies of the Disclosures:
  - a. **If a computer.** A personal computer with monitor, keyboard and mouse capable of accessing the Internet and sending and receiving e-mail:
    - i. If you use Windows: Pentium-class computer; Microsoft Windows 98 Second Edition, Windows Millennium Edition, Windows NT 4.0 with Service Pack 5 or 6 (Service Pack 6 recommended), Windows 2000, Windows XP Professional or Home Edition, Windows Vista, Windows 7; 64MB or more of RAM; at least 90MB of available hard-disk space; and
    - ii. If you Macintosh: PowerPC® G# or higher processor; Mac OSX v.10.2.2-10.3; 32MB or more of RAM with virtual memory on (64MB recommended); at least 70MB of available hard-disk space.
  - b. **If a mobile phone.** For mobile devices (phones, tablets, eReaders, or other mobile devices with Internet browsing capabilities):
    - i. Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent; SSL-enabled web browser that supports HTML 5, JavaScript, and CSS3; and Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software.
  - c. Internet access and one of the following Internet browsers:



- i. Microsoft Explorer version 7.0 or higher; Mozilla Firefox 2.0 or higher; or Safari 4.0 or higher.
- d. Adobe Acrobat Reader® version 6.0 or higher.
- e. A valid e-mail address.
- f. A printer capable of printing text screens, if you wish to print copies of the Disclosures.
- g. If we change the computer hardware or software requirements, we will provide you with advance notice of the new requirements. You may withdraw your Consent as described in Section 3 above, and you will not be charged any fees as a result of the withdrawal of your Consent. You may, however, be charged fees for receiving paper copies of your billing statements going forward. Please consult your lease agreement and related paperwork.

**7. Electronic Confirmation of Your Consent and Your Designated E-Mail Address.** After you provide your Consent, we may send a confirmation notice to your designated e-mail address. The confirmation notice will include, among other things, a copy of this Consent.

## **IMPORTANT TERMS FOR ELECTRONIC STATEMENTS**

**1. Statement Inserts.** Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. If an insert contains legally required material, to ensure that you receive the necessary material, we may send you a paper copy of your statement in addition to making the statement available to you electronically. Any legally required insert that would not be available electronically will be sent to you by U.S. mail.

**2. Payment Information.** When you elect to stop paper statements, you must still pay at least your Minimum Payment and have it received by us by 5 p.m. (ET) on the Payment Due Date. You can do this through an electronic bill pay service or by mailing your payment to us at the address shown on the electronic statement. Please note, if you do not pay us electronically, the crediting of your payment may be delayed by up to five days after receipt.

**3. Returned E-mails.** If e-mails advising you of the availability of statements are returned to us, we may cancel your enrollment for electronic statements and resume sending you paper statements in the mail. If this happens, you will need to re-enroll to receive electronic statements with updated information.

**4. SPAM Filters.** We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications from us after



enrolling for electronic statements, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.

**5. Account Delinquency.** We reserve the right, at any time and without notice, to stop providing you with electronic statements and provide you with paper statements, if your account is not maintained in good standing.

**6. Cancellation.** We reserve the right, at any time, to stop providing you electronic statements and provide you with paper statements. If we do so, we will provide you with prior notice, except in the case of account delinquency. Reasons for cancellation include, but are not limited to, not viewing your last three electronic statements.