



**DETROIT**  
DEVELOPMENT  
**FUND**  
Helping You Get There

## e-Disclosure Agreement

### **Purpose of the e-Disclosure Agreement**

The purpose of this e-Disclosure Agreement is to obtain your consent to receive certain disclosures from the Detroit Development Fund (DDF) relating to your loan application and loan accounts in electronic form rather than in paper form. If you consent to receive electronic delivery of such disclosures, DDF will make electronic disclosures ("e-Disclosures") available to you electronically either through our website, Prosign, DocuSign, Finastra aka "Originate" aka "LaserPro", through the Detroit Development Fund (DDF) *Online* ("*Online Service*"), or by email sent to you, instead of providing them to you in paper form. Whether or not you consent to this e-Disclosure Agreement, you will remain subject to the applicable terms and conditions of the DDF Application, Lending and Closing Terms and Conditions,

### **Your Consent to Do Business Electronically - (*The Electronic Consent Agreement*)**

Please read the following important information. By signing this Agreement, you are agreeing that you have reviewed this Electronic Consent Agreement and consent to the transaction of business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents.

For purposes of this Electronic Consent Agreement, "eDisclosures" means the Loan Documents related to this transaction that are provided electronically; "**You**" and "**Your**" mean the **Borrower(s)** under the applicable loan to which such Loan Documents apply, and "**DDF**", "**We**", "**Our**" and "**Us**" mean the applicable staff members with whom you are transacting business for such loan(s).

The loan for which You are applying involves various disclosures, records, and documents ("Loan Documents"), including this Electronic Consent Agreement. The purpose of this Electronic Consent Agreement is to obtain Your consent to receive certain Loan Documents from DDF in electronic form rather than in paper form. With Your consent, You will also be able to sign and authorize these Loan Documents electronically, rather than on paper.

Before We can engage in this transaction electronically, it is important that You understand Your rights and responsibilities. Please read the following and affirm Your consent to conduct business with Us electronically.

### **Your Consent**

Your consent to participate in this transaction electronically will apply to all Loan Documents for the applicable loan(s) for which You are applying. If You provide Your consent by clicking the "I agree" button at the bottom of the page, we will conduct this transaction electronically, instead of providing You with the Loan Documents in paper form.

By entering into this e-Disclosure Agreement:

- You are agreeing to receive electronically any disclosures (including those that we are required to provide you under applicable federal and state laws) where electronic delivery is permitted now or in the future. The materials and information you consent to receive electronically includes, but is not limited to, the following:
- disclosures regarding your account that are required to be provided at the time of engagement.
- notices regarding changes to your account;
- amendments to any agreements and/or disclosures governing your account.

If You choose not to accept receipt of eDisclosures, paper Loan Documents will be mailed to You or you may pick them up in person. If You do not consent to receive these Loan Documents electronically, you will be provided with copies of the Loan Documents in paper form. Additionally: You will not be required to pay a fee for receiving paper copies of the Loan Documents.

## **System Requirements - Technical Requirements for Using e-Disclosures**

In order to receive eDisclosures, you must have Internet access and a valid Internet email account and address; an Internet browser using 128-bit encryption or higher, Transport Layered Security (TLS) 1.1 or higher. Adobe Acrobat 7.0 or higher, SSL encryption and access to a printer or the ability to download information in order to keep copies of Your eDisclosures for Your records. For the best results, we recommend you utilize the most current version of the following browsers: Google Chrome, Mozilla Firefox, Safari, or Microsoft Edge;

Software that allows you to view PDF documents, such as Adobe® Acrobat® Reader™, which is available for download free of charge at <https://get.adobe.com/reader/>. Please note that we are not responsible for the performance of any third-party software or for any damage to your computer or other equipment caused by the installation of any third-party software;

If the software or hardware requirements change in the future, and You are unable to continue receiving eDisclosures, paper copies of such Loan Documents will be mailed to You once You notify Us that You are no longer able to access the eDisclosures because of the changed requirements. We will use commercially reasonable efforts to notify You before such requirements change. If You choose to withdraw Your consent upon notification of the change, you will be able to do so without penalty.

## **How We Can Reach You**

You must promptly notify Us if there is a change in Your email address or in other information needed to contact You electronically. You can contact Us at 313-784-9547 and by email to [info@detroitdevelopmentfund.com](mailto:info@detroitdevelopmentfund.com) or by letter addressed to Detroit Development Fund Customer Service, 3031 W. Grand Blvd., Ste #505, Detroit, Michigan 48202

We will not assume liability for non-receipt of notification of the availability of eDisclosures in the event Your email address on file is invalid; Your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in Your computer, browser, Internet service and/or software; or for other reasons beyond Our control.

## **Delivery of e-Disclosures**

We will make e-Disclosures and revised e-Disclosures available to you through the *Online Service*, or by email sent to you. For certain federally mandated disclosures or revised disclosures that are made available through [www.detroitdevelopmentfund.com](http://www.detroitdevelopmentfund.com) - and we will

send a notice through the *Online Service* or to your email when the disclosures are posted to the website. The notice will provide the address of the Internet website or other location where the disclosure or revised disclosure has been made available.

### **How to Discontinue Electronic Delivery of e-Disclosures**

At any time, you may revoke your consent to electronic delivery of disclosures and instead elect to receive disclosures in paper form. To revoke your consent, send us an email to [info@detroitdevelopmentfund.com](mailto:info@detroitdevelopmentfund.com) or a written letter, stating that you wish to revoke your consent to receive e-Disclosures and stating that you wish to receive these materials in paper form. Be sure to include your name and the applicable account number(s). If you revoke your consent to electronic delivery of disclosures, we may at our option elect to terminate your access to and use of the e-Statement services.

### **Your Responsibility to Update Your Electronic Contact Information**

You must promptly notify us if there is a change in your email address or in other information needed to contact you electronically (see “How to Contact Us” below).

### **How to Contact Us**

If you need to contact us in any of the circumstances described above, or for any other reason, you may contact us:

- by sending us an email through our website [www.detroitdevelopmentfund.com](http://www.detroitdevelopmentfund.com) or [info@detroitdevelopmentfund.com](mailto:info@detroitdevelopmentfund.com) or
- by telephone at 313-784-9547; or
- in writing by U.S. Mail to: to Detroit Development Fund Customer Service, 3031 W. Grand Blvd., Ste #505, Detroit, Michigan 48202

### **Requesting Paper Copies**

You will not receive a paper copy of any electronic communication from us, unless you request it, or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, contact us through any of the methods set forth above under “How to Contact Us”. We may charge you a reasonable service charge, of

which we have provided you prior notice, for the delivery of paper copies of any electronic communication provided to you pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper copy of any Communication that you have agreed to receive electronically.

### **Amendment and Termination of the e-Disclosure Agreement by DDF**

We may amend or change the e-Disclosure Agreement at any time and will provide to you any notice or request for authorization required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of e-Disclosures after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate the e-Disclosure Agreement and immediately either refuse to provide, or revoke access to, e-Disclosures at any time with or without cause, or prior notice. If we terminate your access to the *Online Service* you will no longer receive e-Disclosures. Neither termination nor discontinuation of your access to the *Online Service* shall affect your liability or obligation under the e-Disclosure Agreement.

### **Limitation of Liability**

We will use our best efforts to deliver your e-Disclosures in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your e-Disclosures because of the existence of any one or more of the following circumstances:

1. Our online system is not functioning properly, and you know or have been advised by us of the malfunction, or
2. Your equipment or Internet access was not working properly, or
3. Internet service is interrupted (e.g., due to traffic or other disruptions), or
4. Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances.

To the extent permitted by applicable law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

#### Agreement Regarding Your Use of e-Disclosures

You agree not to alter or use the e-Disclosures for any unauthorized, fraudulent or other illegal purpose.