

## E-SIGN Consent to Use Electronic Records and Signatures

This E-SIGN Consent Agreement (“E-SIGN Consent”) allows us to provide you with electronic versions of important notices and documents associated with the loan you apply for (and, if applicable, receive) through the Kim Wallace Adaptive Equipment Loan Program (“AELP”) and any related services we provide you. We are required by law to give you certain information “in writing,” which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. We also need your consent to use electronic records and signatures throughout our relationship with you.

In this E-SIGN Consent:

- “We,” “us,” “our” and “Alpha One” means Alpha One, the Kim Wallace Adaptive Equipment Loan Program Fund and any of their respective affiliates.
- “You” and “your” means the person giving this E-SIGN Consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on the AELP loan application and, if applicable, other AELP documentation.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request, including, without limitation, any loan documents relating to AELP Services.
- “AELP Services” means each AELP loan product and AELP-related service we offer that you apply for, use, or access, either now or in the future.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

### **1. Your consent to use Electronic Records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways, including via email to the email address you provide us. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with, or require you to furnish to us, any Communication via paper, even if you have chosen to receive it or provide it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this E-SIGN Consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

**2. Your option to receive paper copies.**

If we provide Electronic Records to you, and you would like a paper copy, you may contact us using the information set out in Section 9 below and request a paper version.

**3. Your consent covers all AELP Services; Privacy Policies].**

This E-SIGN Consent covers all Communications relating to any AELP Service. Your consent remains in effect until you give us notice that you are withdrawing it in accordance with Section 4 below.

From time to time, you may seek to obtain a new AELP Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new AELP Service, your decision does not mean you have withdrawn this consent for any other AELP Service.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [www.alphaonenow.org](http://www.alphaonenow.org).

**4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.**

You have the right to withdraw your consent at any time. Please be aware, however, if you withdraw your consent, you will no longer receive Electronic Records, and you will no longer be permitted to sign documents electronically.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving account statements electronically, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier.

To withdraw your consent, please contact us using the information set out in Section 9 below.

**5. You must keep your email or electronic address current with us.**

You must promptly notify us of any change in your email address. Please contact us at using the contact information set out in Section 9 below to update your contact information, including to change the email address we have on record for you.

**6. Hardware and software requirements.**

To receive Electronic Records, you must have access to:

- a Current Version (defined below) of an Internet browser we support,
- a connection to the Internet,
- a Current Version of a software program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader),
- a computer or mobile device and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form, and
- an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with AELP Services.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your AELP Services.

**7. Changes to hardware or software requirements.**

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 Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use or access the AELP Services after receiving notice of the change is reaffirmation of your consent.

**8. Additional examples of Electronic Records covered by this E-SIGN Consent.**

Additional examples of Electronic Records covered by this E-SIGN Consent include:

- This E-SIGN Consent and any amendments;
- All of the Communications related to any AELP Services, except for those excluded by the terms of this E-SIGN Consent;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your AELP Services;
- Any notice or disclosure regarding fees or assessments of any kind, including late fees, over limit fees, and returned item fees;
- Notices of amendments to any of your agreements with us; and
- Other disclosures and notices that we are legally required to provide to you or choose to provide to you in our discretion.

**9. Contact Us.** Alpha One may update its contact information from time to time. Please check our website for our most current contact information.

Phone: 207-810-7376

Email: [hdumont@alphaonenow.org](mailto:hdumont@alphaonenow.org)

Address: P.O. Box 10238 Portland, ME 04104

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_