

# Electronic Record and Signature Disclosure

Please read this *Electronic Record and Signature Disclosure* ("Disclosure") carefully. It contains important information.

In this Disclosure:

- "We," "us," and "our" means the person or organization using the Lattice Service to present you with Communications to review and/or sign, and our current and future affiliates and assignees (if any). Degree, Inc. dba Lattice, and its affiliates (collectively "Lattice") are not parties to this Disclosure unless Lattice is the party using the Lattice Service to present these Communications to you.
- "You" and "your" means the person giving consent to the use of electronic signatures and records.
- "Communications" means all the documents and information provided to you through the Lattice Service to review, or that you use the Lattice Service to sign or submit or agree to, which are related to your Transaction. Communications include but are not limited to disclosures, notices, agreements, and other documents and information.
- "Lattice Service" means the online software as a service made available by Lattice and any supporting services, including but not limited to any electronic signing platform you are using to electronically review and sign Communications, therein.
- "Transaction" means the transaction for which you are reviewing and signing Communications using the Lattice Service.

From time to time, we may be required by law to provide you with certain information related to the Transaction "in writing" – which means you have a right to receive that information on paper. However, with your consent, we may provide this information to you electronically instead. We also need your general consent to use electronic records and signatures.

Please Note: Your electronic signature on Communications presented and signed through the Lattice Service will be just as enforceable as a handwritten signature on a paper document.

## 1. Scope of Your Consent

This Disclosure applies to all Communications that we may provide to you through the Lattice Service. Your consent to the use of electronic signatures and records does not mean that we are required to complete any Transaction or provide any Communication to you electronically. We may, at our option, complete any Transaction and deliver any Communication to you on paper, and require you to execute any Communication manually, should we choose to do so.

## 2. Obtaining Paper Copies

You have a right to obtain paper copies of any information we are required to provide you "in writing," and at any time you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the opportunity to download and retain a copy of all the Communications you review or sign at our request through the Lattice Service. You may also request a paper copy of any Communication by contacting us, provided that you provide us with sufficient information to identify the Transaction and the Communications you are requesting. We may charge you a service fee for any paper copies that you request. Any service fee for paper copies you request will be disclosed to you before you are charged.

## 3. System Requirements

The minimum system requirements to use the Lattice Service to review and sign Communications electronically may change over time. To review and sign Communications electronically using the Lattice Service, you must have:

- An Up-to-Date Version (defined below) of an internet browser we support
- A connection to the internet, and
- A computer or other 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 and an Up-to-Date Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader) if you wish to retain and later view records in electronic form.

You must also be an active user of or have access to the Lattice Service.

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.

“Up-to-Date Version” means a version of the software that is being supported by its publisher on the date of your Transaction. Beta versions of software may not be supported.

#### **4. How to Withdraw Your Consent**

If you decide to withdraw your consent to the use of electronic signatures and records before you complete the Transaction, you may do so by:

- Declining to sign a Communication from within your signing session for the Transaction, or you may;
- Send us an email and in the body of such request you must state your email, full name, mailing address, and telephone number.

If you withdraw your consent before your Transaction is complete, you will be unable to proceed electronically. You may be required to restart the Transaction via paper, or you may be unable to complete the Transaction at all.

Your withdrawal of consent does not affect any other consent you give us at any other time to use electronic records and signatures. Withdrawing consent also does not affect any agreement you make in the Communications, or any other agreement with us, to use electronic records and signatures in the future.

#### **5. Updating Contact Information**

You may update your contact information with us at any time by:

- Notifying your primary point of contact with us;
- Contacting the individual or department associated with your Transaction, or
- Using any other process we make available to you for updating contact information.

#### **6. Consent and Acknowledgment**

By checking the box indicating your agreement to use electronic records and signatures, you are:

- Acknowledging that you have read and understand this Disclosure;
- Consenting to use electronic signatures and records in connection with Communications we provide to you through the Lattice Service;
- Representing and warranting that you are authorized to give consent on behalf of both yourself and any other person entering into the Transaction along with you or on your behalf; and
- Confirming that you are able to receive, access, and view the information presented electronically via the methods described above.