

## **ON-LINE ACCOUNT TERMS AND CONDITIONS**

Before activating your online account, please carefully read these terms of use, as well as our Privacy Policy.

**21<sup>st</sup> Mortgage Corp.**, has established this web site with our customers' interests in mind. This web site provides our customers with an alternative channel to obtain information and to perform certain transactions relating to their mortgage. This web site was designed to protect our customers' privacy and the confidentiality of their loan information. It is a violation of our rules for any person to use this web site other than (i) our customer (called the "Owner"), or (ii) another person authorized by our customer to make payments on the customer's loan account using the on-line payment system (called the "Other"). Before the Other can use this web site to make payments on the Owner's loan account, the Owner must authorize the Other to make such payments by giving the Other the Owner's loan number and the zip code for the mailing address for the Owner's loan account. When the Other uses the on-line payment system, the only information that the Other will be able to see about the Owner's loan account is the home location address, the amount due and the history of the Other's payments on the Owner's loan account. The Owner will also be able to see the history of the Other's payments, but the Owner will not be able to see any information about the bank account that is used by the Other to make those payments.

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## **NOTICE & CONSENT TO ELECTRONIC COMMUNICATIONS AGREEMENT FOR OWNER**

The following terms and conditions apply to communications available through the secure online services accessed through [www.21stonline.com](http://www.21stonline.com).

### **IMPORTANT DEFINITIONS**

"We", "us", "21st", and "21st Mortgage" mean the 21<sup>st</sup> Mortgage Corporation depository institution.

### **COMMUNICATIONS**

- This Notice and Consent form
- Notices (e.g. renewal, termination, maturity, delinquency, approval, requests for additional information, change of terms, overdraft, electronic payment system notifications, and other notices)
- Disclosures (e.g. initial, periodic, annual, adverse action, and other disclosures)
- Privacy statements
- Service notifications
- Periodic statements

## **ELECTRONIC DISCLOSURE AND CONSENT**

By accepting this Notice and Consent form, you agree that 21st may but is not obligated to provide you with any Communications regarding the online services described here or in other online agreements which we are required or otherwise choose to send to you in any capacity in which we may act (e.g. as depository, lender, retirement plan, Trustee, or otherwise) with respect to any loan (which may include, without limit, deposits, loans or lines of credit) held with 21st.

In addition, we may but will not be obligated to notify you via a general or public email when such communication has been sent except as may be required by law. If we are required by law to give you the Communication, we will provide a paper copy upon your request at no additional cost, except as set forth below. By accepting this Notice and Consent form, you are acknowledging:

- Receipt of this Notice and Consent Regarding Electronic Communications Delivery Service
- That you have reasonably demonstrated and/or confirmed that you are able to access electronically and retain Communications as described below.

### **WITHDRAWING CONSENT TO ELECTRONIC DELIVERY**

You may provide us notice that you are no longer willing to accept Communications electronically. If you withdraw your consent with respect to any loan or service, your subscription to the Service will be terminated automatically with respect to all loans and all services. If you wish to withdraw your consent, you may do so by calling Customer Service at 1- 800-955-0021 or you may do so online, if that particular service provides an electronic option to terminate the Service.

## **SYSTEM REQUIREMENTS**

In order to successfully access your online communications, we recommend using the following operating systems, internet browsers and other software:

- A personal computer capable of accessing the Internet, sending and receiving email, and a printer capable of printing copies of web site information for your records.
- Microsoft® Windows 98 or later versions, or, Macintosh OS 9 or later versions.
- An Internet browser that supports 128-bit encryption, including any of the following:
  - Macintosh OS 9 or later versions
  - Netscape Navigator 7.0 or later versions
  - Microsoft Internet Explorer 6.0 or later versions
  - AOL 8 or later versions
  - Adobe® Acrobat® Reader® software or Adobe compatible software, so you can view Adobe PDF files.

## **E-MAIL ADDRESS**

It is your responsibility to maintain a current email address with 21st for any electronic communications that you request. You must notify 21st of any change in your email address. Any changes to your email address may only be made by you, the Owner, by accessing your secure online account from our web site. If you are unable to access your secure online account and/or need assistance in making changes to your email address, please call Customer Service at 1- 800-955-0021. If you do not provide notice of change of your email address, you agree that 21st may send all email notices and other electronic communications to you at the mailing address maintained on 21st's records for any of your loans, products, or services with us, or as otherwise set forth herein, at our option, except as may be limited by law.

## **PROTECTING YOUR USER ID AND PASSWORD**

A User ID and Password are designed to authenticate your transactions and those transactions, which you authorize others to conduct for you. You agree that you will not disclose and will prevent the disclosure of you User ID or Password to others. If you think the confidentiality of your User ID or Password is or may be compromised, you shall notify us immediately by calling Customer Service at 1- 800-955-0021. In the event that your User ID or Password has been compromised, you will be required to establish a new one. You assume sole responsibility for maintaining your User ID and Password.

We are committed to the security of your personal information. Likewise, you must take every precaution to ensure the safety, security and integrity of your transactions with Online Services. Your User ID and Password allow access to services provided herein; providing these to another person constitutes a grant of authority to access your information; such authorization shall continue until you have notified us that such person is not authorized to act with regard to the Service.

The following guidelines should assist you in ensuring that your loans and loan information remain secure. Please observe these guidelines. Remember, you may be held liable for the unauthorized use of your User ID or Password:

- Do not leave your loan information in an open area accessible by others, including on your computer screen.
- Do not leave your computer unattended while you are connected to a Service.
- Do not enter your User ID or Password into the Service when there are others nearby who could observe you doing so.
- Do not send your User ID or Password or other privileged loan information over any email system.
- Send confidential loan information to us via our secure message system only.
- Log out of the Service and close your browser completely after each Online Services session and/or clear your cache and history.

## **CHANGES TO THIS AGREEMENT**

21<sup>st</sup> Mortgage reserves the right to change the terms of this Agreement, including by adding additional services and by adding or changing the amount of charges or fees. If 21st Mortgage makes material changes to the terms of this Agreement, 21st Mortgage will notify you at least thirty (30) calendar days prior to the effective date of the changes. The notice will be sent to your designated email address and/or, 21<sup>st</sup> Mortgage's option, the notice may be sent to you at the address set forth in 21st Mortgage's records. However, if a change is necessary in order to protect the security of 21stMortgage's system or 21st Mortgage's customer information, 21st Mortgage reserves the right to make immediate changes without prior notice. 21st Mortgage will notify you of such changes as soon as reasonably possible after making such changes. 21st Mortgage always reserves the right to waive or vary the terms of this Agreement on an individual basis.

If 21st Mortgage gives you advance notice of a change in the terms of this Agreement, you may accept the change by continuing to use the Service or you may decline to accept the change by terminating this Agreement and the Service.

### **BY ACCEPTING**

I consent to signing the Agreement electronically, conducting transactions relating to the Agreement electronically, and receiving disclosures and notices contained or referenced in the Agreement electronically. I acknowledge that I have demonstrated that I can access the electronic communications that are the subject of this consent. In addition, I accept and agree to the terms and conditions of the Agreement.

### **BY NOT ACCEPTING**

I do not wish to provide this consent and I do not wish to sign the Agreement