

## ELECTRONIC CONSENT AGREEMENT

**Electronic Documents and Signatures.** 1<sup>st</sup> Franklin Financial Corporation and its affiliates, successors, and assigns (Collectively referred to as “1FFC,” “we,” or “us”) are required or allowed to provide you with certain written disclosures, and information pertaining to your account with us (“**Required Information**”). Under the E-SIGN ACT and related state laws, with your consent, we can deliver such Required Information to you electronically and can use electronic records and electronic signatures in connection with your transaction with us. Therefore, please review the terms of this Electronic Consent Agreement prior to giving your consent and retain a copy of this Electronic Consent Agreement for your records.

If you do not want to receive the Required Information electronically, or do not want to use electronic signatures in connection with your transactions with us, you should not agree to the terms of this Electronic Consent Agreement. If you do not consent to receiving the Required Information electronically, or do not consent to the use of electronic signatures in connection with your transactions with us, we will not be able to proceed with the acceptance and processing of your online account services or transactions.

If you want to proceed with your loan application, establishing or using account services, or other transactions with us via the Internet, you must consent to receiving the Required Information electronically before we can provide it to you electronically. Your consent will apply to all your transactions with us and any Required Information we provide or make available to you. Your consent also permits the general use of electronic records and electronic signatures in connection with all your transactions with us.

**Required Information You Will Receive Electronically.** By providing your consent under this Agreement, you agree that we may provide you with the following Required Information solely in electronic form:

- Any contracts, documents, or disclosures required by federal or state law or provided by us, including, without limitation: any notices of consumer rights; any loan, insurance, or other financial product or service disclosures; privacy policies or notices; and any documentation, statements, and other transaction-related communications.

**Paper Copy of Required Information Available Upon Request - No Charge.** If you consent to receive the Required Information electronically, you can also request a paper copy of the Required Information by contacting us, by phone, at 1-800-700-7943. We will not charge you any fees for providing a paper copy of the Required Information. Your consent does not mean that we must provide the Required Information electronically - only that they may do so. We may, at our option, deliver Required Information on paper if we choose to do so.

**ACH Disbursement.** If you consent to proceed with this transaction electronically and provide your bank routing and account number, you consent to the electronic disbursement of all refunds and loan proceeds directly to your bank account via Automated Clearing House transaction.

**System Requirements to Access the Required Information.** To access the Required Information being provided to you electronically, you must have the following:

- a Current Version (defined below) of Chrome, Safari or Firefox;

- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader®;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or the ability to print PDF files from your computer or tablet; and
- a computer and an operating system capable of supporting all 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.

You must also have an active email address, and the ability to receive emails containing hyperlinks to websites and pdfs.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. 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.

**Maintaining a Valid Email Address.** We require you maintain a valid email address so that we may contact you regarding your account. You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address by contacting the 1FFC branch office listed on your Loan Agreement with us.

**Withdrawal of Your Consent.** You may withdraw your consent to this Agreement at any time. Any withdrawal of your consent will be effective only after we have a reasonable period to process your withdrawal, which will take no more than ten (10) business days. We will not charge you any fees for withdrawing your consent.

To withdraw consent after you have already submitted your application, you may contact us, by telephone, at 1-800-700-7943.

**Consent.** You agree to be bound by the terms of this Electronic Consent Agreement and confirm that you have computer hardware and software that meets the requirements listed above. You also consent to receiving Required Information electronically, the use of electronic documents and signatures in connection with your transactions (s) with us in place of written documents and handwritten signatures, and electronic communications and ACH (electronic) disbursements to your bank account of loan proceeds.