SAMPLE FORMS ONLY GIVEN AS EXAMPLE. THESE FORMS DO NOT CONSTITUTE LEGAL ADVICE. MEND VIP MAKES NO GUARANTEES OR REPRESENTATIONS THAT THE CONTENT OF THESE FORMS SATISFY LAWS OF YOUR HOME STATE. MEND VIP CUSTOMERS ARE ADVISED TO CONTACT THEIR LAWYER FOR LEGAL ADVICE.

I, the undersigned, hereby agree and consent to enter into and sign agreements with \_\_\_\_\_\_\_\_\_\_\_[Legal Company Name]\_\_\_\_\_\_\_\_\_\_\_ ("Company") electronically, and to receive notices, notifications and communications from Company electronically, as set forth more fully herein.

I acknowledge and agree that:

**Electronic Agreements and Signatures**

(a) Company and I can enter into and sign agreements electronically, including without limitation, subscription agreements, limited liability company agreements, and amendments to agreements (collectively "Agreements").

(b) My use of a key pad, mouse or other device to select an item, button, icon or similar act /action, or to otherwise provide instructions to Company electronically, or in accessing or making any transaction regarding any Agreement, acknowledgement, consent, terms, disclosures or conditions constitutes my signature (my "E- Signature"), acceptance and agreement the same as if actually signed by me in writing.

(c) I agree that no certification authority or other third party verification is necessary to validate my E- Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of my E-Signature or any resulting contract between me and Company.

(d) I represent that I am authorized to enter into this Consent and future Agreements for all persons who own or are authorized to access any of my accounts, and that such persons will be bound by the terms of

this Consent.

(e) The parties' electronic signatures shall be valid and enforceable in accordance with the Electronic Signatures in Global and National Commerce Act ("E- SIGN"), 15 U.S.C. 7001, et seq.

(f) All Agreements shall constitute original documents admissible in a court of law when printed from electronic files and records established and maintained by either party in the normal course of business.

**Electronic Delivery of Communications**

I agree to receive electronically all communications, documents, notices and disclosures (collectively, "Communications") that Company provides in connection with my account and transactions (collectively "Account") with Company. Communications include:

* Transaction receipts and confirmations;
* Invoices and statements for services rendered;
* Account statements and history;
* Federal and state tax statements Company is required to make available to me; and
* Any other Account or transaction information.

**How I Can Withdraw Consent**

I understand I may withdraw my consent of E-Signature and/or to receive electronic Communications by writing to Company and mailing

my withdrawal of consent to:

\_\_\_\_\_\_[Legal Company Name]\_\_

\_\_\_\_\_\_[Attn]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_[Address]\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_[Address]\_\_\_\_\_\_\_\_\_\_\_\_\_

If I fail to provide or if I withdraw my consent to receive Communications electronically, Company reserves the right to either deny my application for an Account, restrict or deactivate my Account, close my Account, or charge additional fees for paper copies.

**Requesting Paper Copies of Electronic Communications**

If, after I consent to receive Communications electronically, I would like a paper copy of a Communication Company previously sent, I may request a copy within 180 days of the date Company provided the Communication to me by contacting Company as described above. Company will send the paper copy to me by U.S. mail. In order for Company to send me paper copies, I must have a current street address on file as my "Home" address in my Company profile. If I request paper copies, I understand and agree that Company may charge a Records Request Fee for each Communication.

**Updating my Contact Information**

It is my responsibility to keep my primary email address up to date so that Company can communicate with me electronically. I understand and agree that if Company sends me an electronic Communication but I do not receive it because my primary email address on file is incorrect, out of date, blocked by my service provider, or I am otherwise unable to receive electronic Communications, Company will still be deemed to have provided the Communication to me.

I understand that if I use a spam filter that blocks or re-routes emails from senders not listed in my email address book, I must add Company to my email address book so that I will be able to receive the Communications Company sends to me.

I can update my primary email address or street address at any time by contacting Company. If my email address becomes invalid such that electronic Communications sent to me by Company are returned, Company may deem my Account to be inactive, and I will not be able to transact any activity using my Account until Company receives a valid, working primary email address from me.

**Hardware and Software Requirements**

In order to receive electronic communications, I understand I must have a computer, tablet, smartphone or similar device that can access the Internet and my email account and address where Company may communication with me via email. My click-acceptance of this Consent electronically demonstrates that my ability to access Communications and other information electronically.

**By checking the Box containing "Accept" I hereby state that I have read, understood, and agree to the terms of this document and I consent to receive all Communications electronically as stated above.**