

DISCLOSURE AND CONSENT

The parties to this Disclosure and Consent are the policyholder or prospective policyholder (“you” or “your”) and VanDyk Mortgage Corporation (“VDMC”, “we”, “us” and “our”).

This Disclosure and Consent provides important information about your rights. By agreeing to the terms of this Disclosure and Consent, you agree to:

1. Do business with VDMC electronically;
2. Use electronic signatures in your dealings with VDMC;
3. Receive in electronic format information, notices, offers, disclosures, documents and/or communications (referred to collectively as “communications”) that VDMC is required by law to provide to you in writing relating to your application for insurance or your insurance policy; and
4. Receive other communications from us in electronic format.

Please read this Disclosure and Consent carefully and print or retain a copy for your records.

Scope of Communications to Be Provided in Electronic Format. You agree that we may provide you with all communications in electronic format, and that we may discontinue sending paper communications to you. We may, at our election, continue to provide some or all communications to you in paper format, and will not transmit electronic communications to you where such transmission is prohibited by law. You may at any time withdraw your consent to receive communications electronically, utilizing the procedures set forth below. You may, without cost, request a paper copy of any communication that we provide to you electronically. Your consent to receive electronic communications includes, but is not limited to the following communications:

- Disclosures and notices regarding the use of credit information and consumer reports.
- Privacy policies and notices.
- Billing statements and notices, including notices of changes in payments, notices of incidental fees, late payments, or other fees.
- All information, notices, offers, disclosures, documents and/or communications associated with your application.
- Any other documents necessary or appropriate to the business relationship between you and us.

Method of Providing Communications to You in Electronic Format. All communications we provide to you in electronic form will be provided either (1) via email, (2) via access to a secure website, (3) via downloadable PDF, (4) via posting on our website, or a combination of these methodologies. Any method of delivery will be clearly communicated to you and will be consistent with legal provisions governing electronic delivery in your state.

How to Withdraw Consent. You have the right to withdraw your consent to have communications provided to you in an electronic format. You may withdraw your consent to receive communications in electronic format by mailing written notice of your intention to withdraw your consent to VanDyk Mortgage Corporation, 2449 Camelot Ct, Grand rapids, Michigan 49546 Attention: Compliance. You may also provide us with notice of withdrawal of consent via e-mail, utilizing the email address on file with us, by directing such e-mail to askus@vandykmortgage.com. Additionally, at our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to transact business electronically. The withdrawal of your consent will not affect the legal validity or enforceability of prior electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic communications and transactions. If, however, a discount is given now or in the future for conducting business electronically, a withdrawal of consent could result in the elimination of any such discount.

How to Update Your Records. It is your responsibility to provide us with an accurate, complete and valid email address and other information we may reasonably request, related to this Disclosure and Consent in order to provide electronic communications to you. You agree to maintain and promptly update us with any changes to this information. You may update your email address and contact information by contacting us at 616-940-3000, by emailing us at askus@vandykmortgage.com or online.

If you have any trouble accessing, viewing, retaining or printing any electronic communications that we send you, please contact us at 616-940-300 or via email at askus@vandykmortgage.com. We are not responsible for inability to access, view, retain or print any electronic communication when such inability is due to a failure on the part of your device, hardware, software, internet or telecommunications provider, your failure to pay your provider, or other error by you or anyone other than us. We do not warrant that the electronic delivery of communications will be error free or uninterrupted. We are not responsible for any equipment or systems problem that is beyond our reasonable control.

Requesting Paper Copies. After you consent to the use of electronic communications, we will not send you a paper copy of communications covered by this Disclosure and Consent unless you request it, the provision of a paper copy is required by law, or we, in our sole discretion, deem it appropriate to do so. You may obtain a paper copy of an electronic communication by printing it yourself from the electronic version we provide or by requesting that we mail you a paper copy. You may request a paper copy by contacting us at 616-940-3000 or by sending an e-mail to askus@vandykmortgage.com

Communications in Writing. All communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and Consent and any other communication that is important to you.

Electronic Signatures. You agree that any documents, notices or other communications between you and us which require signature may be executed electronically. You acknowledge and understand that by selecting an option in a drop-down box, check box or other online representation of choices, by clicking a button, or by otherwise taking any action indicating your acceptance or agreement of a given document or communication, you undertake such action with the express intention that such action represents an intent to sign that document or communication and signify your acknowledgement and agreement to the stated provisions. If contacting us by telephone, you hereby authorize us to make such selections on your behalf, pursuant to your express instructions, with the same effect as if you had physically made such selections. By electronically executing this Disclosure and Consent, and completing the registration process for electronic delivery, you demonstrate your intent to sign documents electronically.

Termination/Changes. We may amend the terms of the Disclosure and Consent at any time by providing notice to you. If you do not agree to the amendment(s), you may withdraw your consent to receive communications electronically and use electronic signatures. You may withdraw your consent as set forth in the foregoing section, How to Withdraw Consent.