

# Cornerstone Capital Bank, SSB Electronic Delivery of Documents Disclosure Agreement ("Agreement")

## **Electronic Delivery of Documents**

From time to time, Cornerstone Capital Bank, SSB ("us, we, or Cornerstone") may be required by law to provide you with certain mortgage loan documents and disclosures. Described below are the terms and conditions for providing you with such documents and disclosures electronically through Cornerstone's online website, My Loan Servicer. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" and "Save" buttons in the Delivery Preferences section of your online account.

## **Scope of Consent for Electronic Delivery of Documents**

Your consent to receive paperless documents covers all mortgage loan documents, including those required by law, including periodic billing statements, tax documents (1098 and 1099), escrow analysis, and other servicing communications regarding your loan. Additionally, your consent covers all disclosures that are required by law, including but not limited to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act.

If you choose to accept paperless electronic delivery of your mortgage loan documents, including those required by law, you understand that Cornerstone will discontinue mailing these documents and disclosures to your physical mailing address on file. All future mortgage loan documents will be maintained on your My Loan Servicer online account which you will be able to access, review, download, and print upon logging into your account. We will send an email notice to the email

address you provided advising you of the availability of new loan documents and disclosures and the website where you can access them.

To reduce the chance of you inadvertently not receiving any document or disclosure, we prefer to provide all required documents and disclosures to you by the same method and to the same address that you provide us. Thus, you can receive all the documents and disclosures electronically or in paper format through the paper mail delivery system.

### **Change of Email Address**

You agree to notify us immediately of any change in your email address. You may provide your updated email address by emailing us at [loaninfo@email.myloanservicer.com](mailto:loaninfo@email.myloanservicer.com) or by contacting us at 1-866-500-0756.

### **Security of your online account and login password**

You understand the importance of your role in preventing misuse of your online account. You agree to protect the confidentiality of your online account and mortgage loan number. You understand that personal identification information by itself or together with information related to your online account, may allow unauthorized access to your online account. Data transferred via electronic documents is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or email transmitted to and from us, will not be monitored or read by others.

For security reasons, we require that you login to your Cornerstone online account to access your electronic documents and disclosures. If you incorrectly enter your password 5 times you will be locked out of your online account. If you cannot remember your password or if you have locked yourself out of your online account, you should contact us at 1-866-500-0756 for assistance.

Your login password is confidential information that should be known only by you. Cornerstone will not, for any reason, ask for your login password. If anyone contacts you and requests this information, contact us immediately.

### **Change in Terms**

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive documents and disclosures electronically.

### **Your Right to Withdraw Consent**

You have the right to withdraw your consent to have your mortgage loan documents and required disclosures provided in an electronic form by updating your delivery preferences in the document center or by telephone at 1-866-500-0756 or by sending us a written and signed request to Cornerstone Home Lending PO Box 4638, Englewood CO 80155.

### **Consequences of changing your mind**

If you elect to receive your mortgage loan documents and disclosures only in paper format, we will no longer send you emails telling you your documents and disclosures are available online, there may be delays in receiving documents and disclosures beyond our control, and therefore you are agreeing to receive all future documents and disclosures at your mailing address on file.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the electronic documents and disclosures provided to you under this Agreement. We do not and cannot warrant your electronic documents and disclosures will operate without error, or that your electronic documents and disclosures will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of electronic documents and disclosures, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

### **Joint Accounts**

If your online account is with other people, one of you may consent to receive electronic documents and disclosures and that person's election to receive electronic documents and disclosures shall apply to all of you. We will then send the notice regarding the availability of your electronic documents and disclosures to the email addresses provided. If any of you chooses the paperless option, no paper documents and disclosures will be mailed to the mailing address on file.

### **Our Right to Terminate**

You agree that we can terminate our electronic document and disclosure service and revert to printed mailed documents and disclosures for any reason at any time.

### **Communications between Cornerstone and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Telephone: You can contact us by telephone at: 1-866-500-0756
- Online Secure Message: You can contact us by sending us a message through your online account within My Loan Servicer by accessing the messaging center.
- Postal Mail: You can write to us at: Cornerstone Home Lending, PO Box 4638, Englewood CO 80155
- Email: You can contact us by email at: [loaninfo@email.myloanservicer.com](mailto:loaninfo@email.myloanservicer.com)

### **Requesting paper copies of your loan documents and required disclosures**

Requests for paper copies of your mortgage loan documents and required disclosures can be made by calling 1-866-500-0756, sending us a secure message through our online account message center, or by mailing your request to Cornerstone Home Lending, PO Box 4638, Englewood CO 80155. There is currently no charge to request and receive paper copies of your mortgage loan documents and required disclosures.

### **Required Hardware and Software Requirements**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
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Browsers:	Chrome®, Edge®, Firefox, Safari™, Android, iOS
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

### **Additional Terms and Conditions of Your Electronic Statement Agreement**

The terms and conditions of your mortgage loan with Cornerstone continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable state and federal laws. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Cornerstone's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic documents and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving documents and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' and "Save" button in the Delivery Preferences of your online account.

By checking the 'I agree' and "Save" boxes, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DOCUMENTS AND DISCLOSURES Agreement; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Cornerstone as described above, I consent to receive from exclusively through electronic means all mortgage loan documents, disclosures, and other servicing documents that are required to be provided or made available to me by Cornerstone during the course of my relationship with you.

*Revised 10/2023*