**Consent to Use of Electronic Documents and Electronic Signature in Real Estate Transactions Agreement**

Stewart Title Guaranty Company (“Company”) wants to ensure you have all of the information you need to effectively manage your real estate transaction. Our goal is to provide you with as many options as possible for efficiently receiving your title and closing/settlement documents. This Consent to Use of Electronic Documents and Electronic Signature in Real Estate Transactions Agreement (“Consent Agreement”) is to be used in conjunction with your digital and/or electronic signature on documents, deeds, notes, security instruments agreements, addendums and other real estate transaction-related materials in connection with your (purchase/refinance) real estate transaction closing/settlement (“Transaction”) with Company.

**1. Understanding Electronic “Lingo”:**

**“Access Device”** means any electronic device you use to access and view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or smartphone.

**“Electronic”** means technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

**“Electronic Communications”** include any electronic version of a communication, information, disclosure, notices about Company’s privacy policies and other notices, reports, agreements, legal disclosures, contract or other Transaction documents and records for your real estate Transaction and other information Company may provide to you, or that you sign or agree to through Company’s Electronic Services or as an attachment to or in an e-mail.

**“E-Signature” or “Electronic Signature”** means an electronic symbol or process attached to, or logically associated with, a record and used by you with the intent to sign the record. Just like you can legally “sign” a printed Transaction document by making your mark, so you can "sign" an electronic Transaction document by making your mark through high-tech encrypted, digital signature or just typing your name in the signature line - these are all electronic signatures.

**2. Consent to Electronic Delivery and Use of Electronic Signature.** All communications in either electronic or paper format from Company to you will be considered “in writing.” If you prefer, you may receive information and sign Transaction documents by paper means. The Company requires your consent and agreement to use Electronic Communications and Electronic Signatures in connection with Transaction. You can consent to receive these materials electronically using e-mails and Electronic Communications by signing below. Company reserves the right to furnish to you, and the right to require you to furnish to it, writings or paper copies of information, communications, and/or Transaction documents relating to your closing, in lieu of and/or in addition to electronic records thereof, at any time in Company’s sole discretion. Please know that you are not obligated to sign electronically; electronic signatures are for your convenience. See Item(s) # 3 and # 4 below.

**3. Your Right to Receive Paper Copies of the Transaction Documents.** You have the right to have any Transaction document and communication provided in paper form by contacting Company.

**4. Your Right to Withdraw Your Consent.** You have the right to withdraw your consent by notifying Company. However, any documents you signed electronically before you withdrew your consent will be considered legally valid and enforceable.

**5. Method of Providing Electronic Communications.** All Electronic Communications will be provided to you: (1) via encrypted e-mail; (2) by access to a web site that Company will designate in an e-mail notice sent to you when the information is available; (3) to the extent permissible by law, by access to a web site; or (4) by requesting you download a PDF file. To receive Electronic Communications in connection with your closing/settlement, you will need the following: (1) printer (for printed copies); (2) an Internet enabled Access Device and internet browser, such as Google Chrome, Microsoft Explorer version 7.0 or higher, or Adobe Acrobat Reader® version 6.0 or higher; and (3) a valid email address.

**6. Communications in Writing.** You should print or download for your records a copy of this Disclosure and any other communication that is important to you. Please notify Company promptly of your preferred email or other electronic address.

**7. Contacting the Company; Fees.** The available methods for contacting Company are: (1) Email Company at; (2) Telephone Company at . (3) Write to your Local Company Office at: . Include in your communication your name, address, transaction number and email address. You may have to pay a fee for the use of Company’s electronic technology unless charging a fee is prohibited by applicable law. Similarly, you may have to pay a fee for paper copies unless charging a fee is prohibited by applicable law. Please refer to your fee schedule for Company’s current fees. These fees may change from time to time, in Company’s sole discretion; you will be notified of any such change.

**8. Termination / Changes.** Company reserves the right, in its sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which Company provides Electronic Communications. Company will provide you with notice of any such termination or change as required by law.

**9. State and Federal Law.** You acknowledge that your Transaction is subject to the federal Electronic Signatures in Global and National Commerce Act and the applicable state electronic transaction act (“E-Sign Acts”) and that you and Company both intend the applicable E-Sign Acts apply to the fullest extent possible to validate Company’s ability to conduct business with you by electronic means.

By signing below, you agree that your electronic signature is legally binding and the legal equivalent of, and enforceable as and to the full extent of, a hand-written signature and has the same validity and meaning as a hand-written signature whether presented in court (state or federal), arbitration, or otherwise. You also acknowledge that you will review the electronic documents delivered to you and additionally acknowledge and agree to be legally bound by this Consent and any and all materials you sign electronically as if signed by you in person, in hand-writing. You will not raise any defense or invoke regulatory or statutory claims attempting to invalidate the enforceability of Transaction documents to which your electronic signature is affixed. You further agree that no certification authority or other third party verification is necessary to validate your electronic signature and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature. Finally, you hereby agree to the terms and conditions stated herein.

**CERTIFICATION OF UNDERSTANDING:** You also understand, acknowledge, agree and certify that: You accept responsibilities and any risks associated with Your use of the Access Device for the delivery, viewing and electronically signing the Transaction documents.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mailing Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail Address |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mailing Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail Address |