

Wealthfront Home Lending, LLC

ESIGN Consent to Use Electronic Records, Disclosures and Signatures & SMS Messaging Terms

In this ESIGN Consent to Use Electronic Records, Disclosures and Signatures & SMS SMS Messaging Terms ("Consent"), please remember that "you" and "your" refer to the person who is establishing a user account or becoming a Client with us, and "we", "us" and "our" refer to Wealthfront Home Lending, LLC, or its affiliates, as the case may be (collectively, the "Company"). "Communications" means each disclosure, notice, agreement, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

By opening a user account with us (each an "Account" or a "Wealthfront Account"), you are consenting to the following terms:

1. Your consent to use and delivery of electronic records and disclosures.

You agree that for purposes of your business relationship with the Company, the Communications we provide to you, or that you sign or agree to at our request, may be delivered to you in electronic form ("Electronic Records"). You specifically agree to the electronic delivery (i.e. the receipt and/or obtaining) of Electronic Records from the Company. The term "Electronic Records" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that the Company provides to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company. You acknowledge that, for your records, you are able to retain the Company's Electronic Records by printing and/or downloading and saving this Consent and any other agreements and Electronic Records and Communications, documents, or records that you agree to using your E-Signature (as defined below). You accept Electronic Records provided via your account with the Company as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

The following are non-exhaustive examples of Electronic Records covered by your Consent:

- Disclosures related to your application, including, but not limited to, a Loan Estimate or other initial disclosures, re-disclosed Loan Estimate(s), Closing Disclosures, and all other disclosures required by state and federal law and regulations related to the origination of a residential mortgage loan;
- Statements, documents, and letters related to your home loan account after closing; and
- Informational and marketing communications about new products and interest rate changes.

2. Your acknowledgement and consent to Electronic Signature.

You agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Company with instructions, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (herein referred to as "E- Signature"), acceptance and agreement as if actually manually signed by you in writing. You acknowledge you will sign your loan application, disclosures and

acknowledgements (including an intent to proceed), and certain closing documents with an E-Signature (collectively, the “E-signed Documents”). You agree your E-Signature is the legal equivalent of your manual signature on the E-signed Documents. You consent to be legally bound by this Consent's terms and conditions. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and the Company. You represent that you are authorized and legally permitted to agree to this Consent and execute any and all other E-signed Documents.

3. Paper versions of Communications.

You may elect to receive a paper copy of all disclosures and to sign any such required disclosures and acknowledgements manually and return the same to Wealthfront. If you wish to transact with Wealthfront in hard copy, please notify us at homelending@wealthfront.com. Please be advised that transacting through hard copy mailings may increase the overall time for your transaction as a result of the U.S. Mail or other delivery methods which will be slower than electronic delivery.

Additionally, you may request a paper copy of the Electronic Records, at any time by notifying us via homelending@wealthfront.com. We will not charge you a fee for the paper copy.

4. Revocation of electronic delivery.

This Consent will apply on an ongoing basis unless you withdraw this Consent. You have the right to withdraw the Consent to Electronic Records and the use of your E-Signature at any time. You acknowledge that we reserve the right to restrict or terminate your access to the Wealthfront website (“Site”) and its mobile application (“App”), if you withdraw Consent to Electronic Records and E-Signatures. If you wish to withdraw your Consent, contact us at homelending@wealthfront.com. Your revocation of this Consent and/or any restriction to the Site or App will not affect the Company’s determination of your creditworthiness or the Company’s willingness to provide you a home loan.

5. SMS Messaging Terms

By electing to obtain a pre-approval or apply for a home loan with Wealthfront, and providing your phone number, you agree to this policy, our Privacy Policy and our Terms of Use. You also agree that you are providing express written consent for Wealthfront Home Lending, LLC, its affiliates and agents, and its third-party service providers to contact you about your pre-approval, loan application, loan transaction, and loan servicing via text message (including by use of an automatic dialing system or other automated platforms) to the telephone number you have provided, even if that telephone number is on a state or national Do Not Call Registry. You also agree and understand that consent to receive such messages or calls is not required or a condition of obtaining a home loan from Wealthfront and you may opt out of SMS messages at any time by replying STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, OR UNSUBSCRIBE to the text message received or reach out via email at homelending@wealthfront.com with your request. Message and data rates from your carrier may apply.

You represent that you are the account holder for the mobile telephone number(s) that you provide to opt-in to SMS messaging, or otherwise have authorization to opt-in to SMS for such mobile telephone numbers. You shall notify Wealthfront immediately if you change your mobile telephone number. You agree to hold harmless and indemnify Wealthfront, its employees, agents, and vendors for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify us of your number change. This includes but is not limited to all claims, expenses, and damages related to our arising under the Telephone Consumer Protection Act.

6. Hardware, software and operating system.

To receive the Electronic Records, you will need a computer or mobile device with a compatible operating system and web browser, and connection to the Internet, and you will need access to a printer or the ability to download information to keep copies for your records. The currently compatible operating systems and web browsers are identified at <https://www.wealthfront.com/system-requirements>. Changes, if any, to these system hardware and software requirements will be updated on the Site or in the App. You must periodically refer to the Site or the App for current system requirements. By establishing and then accessing a user account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records. You are responsible for installation, maintenance, and operation of your computer, mobile device, browser and software. The Company is not responsible for errors or failures from any malfunction of your computer, browser or software. The Company is also not responsible for computer viruses or related problems associated with use of an online system. The currently compatible computer and mobile device operating systems and web browsers are identified at <https://www.wealthfront.com/system-requirements>.

The following are the minimum hardware, software and operating system requirements necessary to use Wealthfront and receive Electronic Communications. For purposes of this section, “Current Version” means a version of the software that is currently being supported by its publisher.:

- a Current Version of an Internet browser we support,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader),
- a computer or mobile device and an operating system capable of supporting all of 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, and
- an active email address.

We recommend that you print a copy of this Consent for future reference.