



Sample E-SIGN Consent Agreement

The following is not legal advice and should only be used as starting precedents and operational best practices. Each product and company is unique, and you should consult with an experienced lawyer licensed in the relevant jurisdiction(s) to tailor the sample as needed.

Lithic does not assume responsibility for the contents of, or the consequence of using, any version of these documents or any other document found on our website. Lithic's legal team knows many fintech lawyers and we're happy to point Lithic customers to recommendations.

E-SIGN consent is required for when your customers are consumers and you wish to send communications and documents electronically, or obtain signatures and consent electronically. Business customers also need to provide a similar consent, and you can use this template for business users, as well.

1. To help you fill out this sample, we've added some footnotes with considerations and prompts for you to fill in information.
2. All highlighted brackets should be accurately completed and all footnotes should be deleted before the sample is finalized. Consider searching for "[" and "]" to make sure you don't miss any.
3. The terms should be reviewed generally to ensure they accurately reflect your operations and practices (without removing any legally required sections or terms).
4. Finally, delete this instructions page.

Other card program-related legal forms can be found in our [documentation](#).

This sample is made available by Lithic, Inc. under a Creative Commons Attribution-NoDerivs 4.0 International License: <https://creativecommons.org/licenses/by-nd/4.0/legalcode>. You can use the samples for card programs, but must obtain Lithic's prior consent if you wish to publicly share any modified versions.

To get in touch, reach out at www.lithic.com/contact

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E-SIGN Consent

Last updated: [Date]

This Electronic Communication Disclosure (“**E-SIGN Consent**”) applies to all communications and/or disclosures that we are legally required to provide to you in writing in connection with your Account and any related products and services (“**Communications**”). This E-SIGN Consent supplements and is to be construed in accordance with the terms contained in the applicable terms of service (“**Agreement**”) you received from [Your Full Corporate Name].

The words “**we**,” “**us**,” and “**our**” refer to [Your Full Corporate Name]. The words “**you**” and “**your**” mean the account holder. “**Account**” means the account you have with us.

1. Consent for Electronic Signatures, Records and Disclosures

Your consent to the electronic delivery of disclosures will be required before you can begin using your Account. If you are unable or unwilling to provide such consent, please do not enroll for an Account. Once you have activated your Account, you may withdraw your consent for E-SIGN and request paper communications and/or disclosures as noted below.

We suggest you read this document and print a copy for your reference.

2. Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this E-SIGN Consent applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account and any related products and services
- Your Agreement and any notices about a change in the Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Account
- Notices regarding insufficient funds or negative balances

3. Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided by access to our website or by email.

4. How to Update Your Records

It is your responsibility to provide us with a true, accurate and complete email address, your contact information, and other information related to this E-SIGN Consent and your Account, and to maintain and update promptly any changes in this information. You may update your information by logging into your Account and updating your profile.

5. Hardware and Software Requirements

To access, view, and retain electronic Communications that we make available to you, you must have the following software and hardware: A PC or Mac compatible computer or other device capable of accessing the Internet and an Internet Browser software program that supports at least 128 bit encryption. To read some documents, you may need a PDF file reader. If these requirements change while you have an active Account, and the change creates a material risk that you may not be able to receive Communications electronically, we will notify you of these changes. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the E-Sign Consent for future reference.

6. Requesting Paper Copies

We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by mailing your request to [your address].

We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. For the avoidance of doubt, requesting a paper copy of any Communication, in and of itself, will not be treated as withdrawal of consent to receive electronic Communications.

7. 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 E-Sign Consent and any other Communication that is important to you.

8. Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

9. Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

10. How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form at any time by sending us a written request by mail to [your address] or email to [email]. If you withdraw your consent, your Account and all associated cards will be closed in accordance with the Agreement and we will send subsequent required communications and disclosures to you in writing to the most current address we have on file.

We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.