**Disclaimer:**   **This SAMPLE form can be modified. It is provided for informational purposes only.  Nothing contained herein should be considered as the rendering of legal advice.  You should not act or rely upon the information contained in these materials without specifically seeking professional legal advice.  Stewart makes no express or implied warranties with regard to this information and does not take any responsibility for the content, accuracy or timeliness of such materials.**

**Consent to Use of Electronic Documents and Electronic Signature**

[Company Name] (“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 (“Consent”) is to be used in conjunction with your digital and/or electronic signature on documents, agreements, addendums and other real estate transaction-related materials in connection with your (purchase/refinance) real estate transaction closing/settlement with Company.

1. Understanding Electronic “Lingo”:

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

“**Electronic Communications**” include any electronic version of a communications, information, disclosure, notices about Company’s privacy policies and other notices, reports, agreements, legal disclosures, contract or other documents and records for your real estate transactionand 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 document by hand with a pen, so you can "sign" an electronic 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.

1. **Consent to Electronic Delivery and Use of Electronic Signature.** Company is required to give you certain information “in writing” so you are entitled to receive it on paper. Company, however, may provide this information to you electronically with your consent. Company also requires your general consent to use Electronic Communications and Electronic Signatures in connection with your Company electronic transaction. Before you electronically sign closing and settlement-related documents, you must consent, by signing below, to receive these materials electronically using e-mails and Electronic Communications. 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 legal documents relating to your closing, in lieu of and/or in addition to electronic records thereof, at any time, in Company’s sole discretion.
2. **Method of Providing Electronic Communications.** All Electronic Communications will be provided to you: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. **Communications in Writing.** All communications in either electronic or paper format from Company to you will be considered “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 if you have any changes to your email or other electronic address.
4. **Your Right To Receive Paper Copies of the Documents.** You have the right to have any document and communication provided in paper form by contacting Company. *You may have to pay a fee for the paper copy 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.* [*Note:* [Section 101(c)(1)(B)](https://www.gpo.gov/fdsys/pkg/PLAW-106publ229/html/PLAW-106publ229.htm) requires a clear and conspicuous statement information the consumer how the consumer may nonetheless request a paper copy of a record and whether any fee will be charged for that copy.]
5. Your Right to Withdraw Your Consent. You have the right to withdraw your consent by notifying Company. The legal validity and enforceability of the electronic documents, signatures and deliveries used prior to your withdrawal of consent will not be affected.
6. **How to Contact Company.** The available methods for contacting Company are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
7. **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.
8. **State and Federal Law.** You acknowledge that your transaction is subject to the state electronic transaction statute and the federal Electronic Signatures in Global and National Commerce Act and the applicable state electronic transaction act collectively (“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.
9. You may sign this document electronically or by hand. Both methods will have the same enforceability.

By signing below, you agree that your electronic signature is the legal equivalent of, and enforceable as and to the full extent of, a hand-written signature whether presented in court (state or federal), arbitration, or otherwise. You also acknowledge and agree to be legally bound by this Consent and any and all materials you sign electronically as if signed by hand with a pen. You will not raise any defense or invoke regulatory or statutory claims attempting to invalidate the enforceability of 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.

By signing below, you hereby agree to the terms and conditions stated herein.

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| --- | --- |
| Transaction File No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Transaction Property Address: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Borrower/Buyer/Seller Printed Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Borrower/Buyer/Seller Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mailing Address if different from above | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Borrower/Buyer/Seller E-mail Address |