

## ONLINE ACCOUNT TERMS AND CONDITIONS AGREEMENT

Before activating your online account, please carefully read these terms of use, as well as our Privacy Policy.

**Vanderbilt Mortgage and Finance, Inc.**, has established this web site with our customers' interests in mind. This web site provides our customers with an alternative channel to obtain information and to perform certain transactions relating to their mortgage. This web site was designed to protect our customers' privacy and the confidentiality of their loan information. It is a violation of our rules for any person to use this web site other than (i) our customer (called the "Owner"), or (ii) another person authorized by our customer to make payments on the customer's loan account using the e-Pay system (called the "Other"). Before the Other can use this web site to make payments on the Owner's loan account, the Owner must authorize the Other to make such payments by giving the Other the Owner's loan number and the zip code for the mailing address for the Owner's loan account. When the Other uses the e-Pay system, the only information that the Other will be able to see about the Owner's loan account is the amount due and the history of the Other's payments on the Owner's loan account. The Owner will also be able to see the history of the Other's payments, but the Owner will not be able to see any information about the bank account that is used by the Other to make those payments.

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### NOTICE & CONSENT TO ELECTRONIC COMMUNICATIONS AGREEMENT FOR OWNER

The following terms and conditions apply to communications available through the secure online services accessed through [www.vmf.com](http://www.vmf.com).

#### IMPORTANT DEFINITIONS

"We", "us", "VMF", and "Vanderbilt Mortgage" means Vanderbilt Mortgage and Finance, Inc.

#### ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT

By accepting this Notice and Consent form, you agree that VMF may but is not obligated to provide you with any communications regarding the online services described here or in other online agreements which we are required or otherwise choose to send to you in any capacity in which we may act as lender with respect to any loan held with VMF.

In addition, we may but will not be obligated to notify you via a general or public email when such communication has been sent except as may be required by law. If we are required by law to give you the Communication, we will provide a paper copy upon your request at no additional cost, except as set forth below. By accepting this Notice and Consent form, you are acknowledging:

- Receipt of this Notice and Consent Regarding Electronic Communications.
- That you have reasonably demonstrated and/or confirmed that you are able to access electronically and retain communications as described below.

#### WITHDRAWING CONSENT TO ELECTRONIC DELIVERY

You may provide us notice that you are no longer willing to accept communications electronically. If you withdraw your consent with respect to any loan or service, your subscription to the service will be terminated automatically with respect to all loans and all services. If you wish to withdraw your consent, you may do so by calling **Customer Service at 1-800-970-7250** or you may do so online, if that particular service provides an electronic option to terminate the service.

## SYSTEM REQUIREMENTS

In order to successfully access your online communications, we recommend using the following operating systems, internet browsers and other software:

- A personal computer capable of accessing the Internet, sending and receiving email, and a printer capable of printing copies of web site information for your records.
- Microsoft® Windows 98 or later versions, or, Macintosh OS 9 or later versions.
- An Internet browser that supports 128-bit encryption\*, including any of the following:
  - Macintosh OS 9 or later versions
  - Microsoft Internet Explorer 6.0 or later versions (preferred)
  - Firefox 2 or later versions (preferred)
  - Safari 5 or later versions (supported)
  - Opera 10 or later versions (supported)
  - Chrome 7 or later versions (supported)
  - Adobe® Reader® 5.0 or later versions (preferred) or Adobe compatible software, so you can view Adobe PDF files.

## E-MAIL ADDRESS

It is your responsibility to maintain a current email address with VMF for any electronic communications that you request. Any changes to your email address may only be made by you, the Owner, by accessing your secure online account from our web site. If you are unable to access your secure online account and/or need assistance in making changes to your email address, please call Customer Service at **1-800-970-7250**.

## PROTECTING YOUR USER ID, PASSWORD AND VERIFICATION ANSWERS

A User ID, Password and Verification Answer are designed to authenticate your transactions and those transactions which you authorize others to conduct for you. You agree that you will not disclose and will prevent the disclosure of your User ID, Password or Verification Question and Answers to others. If you think the confidentiality of your User ID, Password or Verification Question and Answers are or may be compromised you shall notify us immediately by calling **Customer Service at 1-800-970-7250**. In the event that your Password or Verification Question and Answers have been compromised, you will be required to establish new ones. **You assume sole responsibility for maintaining your Password and Verification Questions and Answers.**

We are committed to the security of your personal information. Likewise, you must take every precaution to ensure the safety, security and integrity of your transactions with online services. Your User ID, Password and Verification Answers allow access to services provided herein; providing these to another person constitutes a grant of authority to access your information; such authorization shall continue until you have notified us that such person is not authorized to act with regard to the service.

The following guidelines should assist you in ensuring that your loans and loan information remain secure. **Please observe these guidelines.** Remember, you may be held liable for the unauthorized use of your User ID, Password or Verification Answers:

- Do not leave your loan information in an open area accessible by others, including on your computer screen.
- Do not leave your computer unattended while you are connected to a service.
- Do not enter your User ID or Password into the service when there are others nearby who could observe you doing so.
- Do not send your User ID or Password or other privileged loan information over any email system.
- Log out of the service and close your browser completely after each online services session and/or clear your cache and history.

## **CHANGES TO THIS AGREEMENT**

Vanderbilt Mortgage reserves the right to change the terms of this Agreement, including by adding additional services and by adding or changing the amount of charges or fees. If Vanderbilt Mortgage makes material changes to the terms of this Agreement, Vanderbilt Mortgage will notify you at least thirty (30) calendar days prior to the effective date of the changes. The notice will be sent to your designated email address and/or, at Vanderbilt Mortgage's option, the notice may be sent to you at the address set forth in Vanderbilt Mortgage's records. However, if a change is necessary in order to protect the security of Vanderbilt Mortgage's system or Vanderbilt Mortgage's customer information, Vanderbilt Mortgage reserves the right to make immediate changes without prior notice. Vanderbilt Mortgage will notify you of such changes as soon as reasonably possible after making such changes. Vanderbilt Mortgage always reserves the right to waive or vary the terms of this Agreement on an individual basis.

If Vanderbilt Mortgage gives you advance notice of a change in the terms of this Agreement, you may accept the change by continuing to use the service or you may decline to accept the change by terminating this Agreement and the service.

### **\* What is 128-bit encryption?**

There are basically two types of encryption: High and Standard. The difference between these types of encryption is the strength of capability. A High (128-bit) encryption is exponentially more powerful than a Standard (40 or 56-bit) encryption. High or 128-bit encryption means there are a septillion possible keys that could fit into the lock that holds your account information, but only one that works for each time you access your online account. VMF uses the highest level of encryption (128-bit) to ensure your online transmissions are secure.

### **\* What is encryption?**

Encryption is the scrambling of information for transmission back and forth between two points. A key is required to decode the information. When you request information about your accounts, the request is sent encrypted to Vanderbilt Mortgage and Finance, Inc. (VMF). We then decode your request for information and send it back to you in an encrypted format. When you receive it, your information is decoded so that you can read it. Because your loan information is being transmitted between you and VMF, encryption protects your loan information so it can not be intercepted and read by a third party.

## **BY ACCEPTING**

**I consent to signing the Agreement electronically, conducting transactions relating to the Agreement electronically, and receiving disclosures and notices contained or referenced in the Agreement electronically. I acknowledge that I have demonstrated that I can access the electronic communications that are the subject of this consent. In addition, I accept and agree to the terms and conditions of the Agreement.**