

# CONSENT AND AGREEMENT TO USE ELECTRONIC DOCUMENTS AND ESIGNATURES

Please carefully review this Consent and Agreement to Use Electronic Documents and ESignatures (together, “*this Agreement*”). If you consent and agree to electronically receive, review, and sign the documents sent to you in the electronic “envelope” provided by our vendor, DocuSign, upon the following terms and conditions, then please check the box, “*I agree to use Electronic Records and Signatures*”, and then “click” the “Continue” button appearing below to electronically sign and give your “*Consent*” to this Agreement and each of the electronically formatted documents you receive from us in each “envelope”.

## Why We Are Asking for Your Consent

Hantz Financial Services, Inc. (“*HFSI*,” “*we*,” “*us*,” “*our*,” and “*Adviser*”) and Issuer must obtain your consent and agreement before using electronic documents and signatures in their relationship with you. This will allow us to create electronic records, as described in more detail below, and have you sign them electronically (your “*E-Signature*”). Your E-Signature will be used by you to execute documents necessary for the issuer(s) of your contract(s) and/or policy(ies) (your “*Issuer*”) as described below, to issue you your contract(s) and/or policy(ies). Whenever we or your Issuer is required by law to give you disclosures or other information “in writing”, this means you are entitled to receive and review documents in a paper format and, if your signature is required, to manually sign the paper documents (sometimes referred to as an “original” or “wet” signature). In order for us to use an electronic signing process instead of paper, we and your Issuer need to receive your consent. There is no fee or charge to you for using the E-Signature process.

## Your Consent and What it Means

Your Consent is optional. It is solely up to you whether or not to do so. If you want to receive, exchange, and use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we and your Issuer will use, as set forth below. You will be asked for your Consent each time we present or deliver an “envelope” of electronic documents to you.

By checking the box, “*I agree to use Electronic Records and Signatures*”, and then clicking the “*Continue*” button below, you will be giving your informed consent and agreement to use the electronic documents, signature system, and process described below to electronically receive, review, and electronically sign paperless documents. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen. If you do not agree to the terms of this Agreement, do not check the “I agree...” box.

Note that even if you agree now, in the future, after receiving an electronic document, you will be able to choose whether or not to electronically sign that document or ask for a paper version to sign. You may also withdraw your consent as described below.

## **To Whom You are Giving Your Consent**

This Agreement is between you and (a) HFSI whose applications, agreements, notices, receipts, or other “Adviser Forms” (defined below) are electronically presented to you for your ESignature during the process of applying for one or more contract(s) and/or policy(ies); and/or (b) the Issuer whose contract(s) and/or policy(ies) applications, agreements, notices, receipts, or other “Issuer Form” (defined below) is electronically presented for your E-Signature, as applicable. We are independent of and not owned, affiliated with or supervised by the Issuer. If the electronic document presented is an Adviser Form, then this Agreement is between you and us. If the electronic document presented is an Issuer Form, then this Agreement is between you and the Issuer.

## **What Documents You will Receive Electronically**

By agreeing to the terms of this Agreement you will receive, review, and sign electronically the electronic documents presented in the “envelope”, remotely, or in person, utilizing the embedded DocuSign system with the support of a HFSI Representative. These electronic documents may include, but are not limited to:

- HFSI’s documents, such as, but not limited to, HFSI’s financial planning, investment advisory services agreement, Form ADV Part 2A (“firm brochure”), privacy notice, amendments, notices, receipts, and other forms relating to our investment and insurance products and service offerings (“Adviser Forms”).
- The Issuer’s documents, such as, but not limited to, the policy and contract applications, policy and contract agreements, privacy notice, amendments, notices, receipts, and other forms relating to your application to receive a policy or contract with the Issuer (“*Issuer Forms*”). Issuer Forms may also include any forms for any post-issue transactions or notices.

We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

## **How you will Receive Electronic Documents**

HFSI chooses which electronic documents to present or send you for review and E-Signature. This is the case whether those documents are Adviser Forms or Issuer Forms, either remotely or in-person as described below.

## **Remotely:**

We will place one or more electronic documents, which may or may not require your signature, in an electronic “envelope” on the DocuSign system (as described below), and a link to the “envelope” will be emailed to you. You will access the “envelope” and the electronic documents it contains by clicking the link in the email. Upon clicking the link your identity will be verified through an “SMS text code” that will be immediately sent to your mobile phone, computer, tablet, or other electronic mobile device. Review these documents, and, if satisfactory, electronically sign them using the DocuSign system as and where indicated. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

## **In-Person:**

We will upload one or more electronic documents, which may or may not require your signature, to an electronic “envelope” stored in the DocuSign system. You will access the “envelope” and related electronic documents with the support of an authorized HFSI representative (“Representative”). Upon doing so, your identity will be immediately verified by entering a “SMS text code” that will be immediately sent to your mobile device. Review these documents and, if satisfactory, electronically sign them using the DocuSign system as and where indicated. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

## **How Multiple E-Signatures are Processed**

If an electronic document requires the signatures of others besides you, it will not be returned to us for processing or effective as to its contents or any actions it instructs or authorizes unless and until all required E-Signatures have been obtained. If any party whose E-Signature is required declines to electronically sign, then the E-Signature of any other party previously obtained will not be effective, and all parties will be required to hand-sign a paper document.

## **Cancelling Your Consent**

We and Issuer will ask you to Consent to this Agreement each time we present an “envelope” of electronic documents and/or Issuer Forms. Once you give your Consent for an electronic “envelope”, you cannot withdraw it for that “envelope”; however, you are under no obligation to electronically sign any related documents in that “envelope”. Before you complete electronically signing a document or Issuer Form(s), you may cancel and exit the electronic signing process before clicking the “Finish” (or similarly titled electronic button on your screen) and closing your internet web browser. Your E-Signature will not be electronically applied to any document unless and until you click “Finish” (or similarly titled electronic button on your screen). We will not proceed with any transaction unless and until you have completed the E-Signature process. You can choose not to give your Consent in the future when you are presented with subsequent electronic “envelopes”. If you do this, you will be unable to proceed electronically and you may be required to use paper documents and signatures going forward. There is no fee or charge for your electing not to use the E-Signature process.

## Retaining Electronic Documents

You should retain a copy of all electronic documents we provide to you, including this Agreement, for your future reference. You can do this by printing the page on paper or saving it to your computer or mobile device. A copy of this Agreement, as it may be amended from time to time for consents to be given in the future, will also be available to you on our website at [www.hantzgroup.com](http://www.hantzgroup.com).

## Getting Paper Documents

If instead of receiving and signing electronic documents, you would rather manually sign and use paper documents, you should contact HFSI. If you electronically sign a document, you can, in addition to printing a paper copy and/or saving it to your computer, obtain a paper copy from HFSI if it is our Adviser Form (free of charge) or from the Issuer if it is an Issuer Form (subject to that Issuer's applicable fees, if any).

## DocuSign System

HFSI has entered into an agreement with DocuSign, Inc. ("*DocuSign*") to make the DocuSign electronic signing system available to facilitate your receipt, review, and E-Signature of electronic documents. Your use of the DocuSign system is subject to DocuSign's Terms of Use available at [www.docusign.com/company/terms-of-use](http://www.docusign.com/company/terms-of-use). HFSI, the Issuer, and DocuSign are not affiliated with each other, and we have no control over DocuSign's Terms of Use. Neither HFSI nor the Issuer is responsible for any aspect of the DocuSign system, or any identity theft or data breach that may be caused by or facilitated through DocuSign's system. ***HFSI and the Issuer each disclaims any representations and all warranties regarding the DocuSign system, including any express or implied warranty with respect to merchantability or fitness for its intended use.*** We are ready, willing, and able to proceed using paper documents. Your election to use of the DocuSign system is voluntary, entirely your choice, and your responsibility.

## Hardware and Software Requirements

In order to receive electronic documents and electronically sign them, you will need (1) access to a computer or mobile device (2) with internet service and (3) access to an email account. In order to review electronic documents and electronically sign them through the DocuSign system, you will also need access to a mobile device with SMS text capabilities. In order to access the electronic documents sent to you, your computer or mobile device must meet certain requirements. These requirements will change from time to time, and without notice to you, as third-party technology providers update their products, services, and software applications. You can visit [DocuSign Support](#) for the most up to date system requirements (we are not responsible for maintaining these specifications). These requirements include: (1) an electronic operating system for your mobile device and internet browser that together support the display of "PDF" (portable document formatted) documents; (2) up-to-date PDF reader software; and (3) access to compatible internet and/or wireless ("Wi- Fi" or "bluetooth") services. If you have questions related to the current requirements, please contact HFSI.

## **Accessing, Viewing, Printing, and Saving Documents**

Your email notifications of electronic “envelopes” are sent in HTML (regular Web hypertext) format, and your electronic documents are made available in PDF format. Your electronic documents may be viewed electronically via the Web and printed with a local printer. You may also save your electronic documents to your local hard drive the way you would any other file from the Internet. Depending upon your comfort level with accessing and storing electronic documents, you should determine whether electronic or paper documents and delivery is best for you. For viewing, printing, storing or downloading your email announcements or the linked web pages, you should use the latest version of your web browser with JavaScript enabled. To access the PDF format for printer-friendly electronic documents, you will also need Adobe Acrobat Reader™. If you do not have Adobe Acrobat Reader installed on your computer, you can download the necessary software free at any time at [www.adobe.com](http://www.adobe.com).

If accessing the DocuSign system via a mobile device, please understand that wireless network coverage and Wi-Fi network speed varies by provider and geographic location. HFSI is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access the DocuSign system or for the security of any wireless or Wi-Fi service (see “Security and Privacy Information,” below). For the sake of clarity, your consent in this Agreement does provide Issuer with the authority to send you electronic notices beyond those associated with the initial application for a contract and/or policy.

## **Updating Your Email Address and Other Contact information**

It is your responsibility to provide us and Issuer with accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in your information. In addition, we may periodically ask you to confirm or update your email and any other information needed to contact you electronically. You may update your email address by contacting HFSI by calling our home office at (248) 304-2855 or contacting the financial planner with whom you are working by telephone or by email.

## **Security and Privacy Information; Identity Theft Prevention**

In accessing electronic documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites) and that it is turned on and up-to-date. You should also make sure that your computer has anti-virus software that it is turned on and that your subscription is current. Promptly install software security updates and periodically check for them. Your computer or mobile device may have a setting to automatically install updates. These are all your sole responsibility; we will not be liable for any data breach, identity theft, or other damages caused by your failure to do so.

Emails sending you links to “envelopes” with electronic documents for E-Signature are not encrypted (unless the email expressly says that it is encrypted); but the contents of these “envelopes” are protected. For security and confidentiality, unencrypted emails will not include your name together with your full social security, taxpayer identification, or account number; we

may instead truncate your identifying numbers using “XXX”. Be aware, however, that some email addresses may use part or all of your name. If you use a work email address, your employer or other employees may see or have access to your emails. Although we believe that email is a reasonably reliable method of delivery, as with any form of communication, there is inherently a material risk of mistaken delivery to, or interception by, an unauthorized reader.

DocuSign has agreed with HFSI to safeguard the security and privacy of all confidential customer information. DocuSign’s privacy policy applies to your use of the DocuSign system. In addition, HFSI’s privacy policy applies to information we receive from you as part of the ESignature process. Links or references to where you can view HFSI’s and Issuer’s respective privacy policies may be contained in the email notifying you of the documents on which your ESignature is requested or the documents themselves. To view Hantz Group’s privacy policy, go to:

<https://www.hantzgroup.com/disclosures/>

Accessing the DocuSign system via a mobile device involves the electronic transmission of information across the networks of your wireless service provider. We are not responsible for the privacy or security of wireless data transmissions. Use only reputable service providers and check with your wireless service provider for information about its privacy and security practices.

## **The Effect of Your Agreement**

By checking the box, “*I agree to use Electronic Records and Signatures*”, and then clicking the “*Continue*” button below you are providing your “E-Signature” on this Agreement and indicating that you acknowledge, agree, and demonstrate that:

- You have read this Agreement and understand it.
- You consent to electronically receive and review the electronic documents included in the electronic “envelopes” that will be sent to you, remotely, or presented to you in the DocuSign system.
- You have the hardware and software described above, an active email account with a current email address, and you can (1) access, view, and print on paper or save on your computer or mobile device this Agreement and the electronic documents; and (2) access the Web sites described above, including their content, in either HTML or PDF formats, as applicable.
- Your E-Signature on any of the electronic documents, including this Agreement, will bind you to that document the same as if you had signed a paper copy of the document with an ink pen. You agree with us and the Issuer not to contest the validity or enforceability of any electronic document you receive or electronically sign because the document and your signature are in electronic format rather than a paper format signed in ink.
- HFSI and Issuer each reserve the right, in their sole discretion, to discontinue the provision of Electronic Records and Signatures, or to terminate or change the terms and conditions on which they provide Electronic Records and Signatures. HFSI and Issuer will provide you with notice of any such termination or change as required by law.

- This Consent is in addition to, and not in lieu of, any current or future Electronic Transfer Authorization and/or Electronic Delivery Authorization provided to Insurer.

You understand that you should contact HFSI with any questions or to report any problem with the E-Signature process by calling our home office at (248) 304-2855 or contacting the financial planner with whom you are working by telephone or by email.

Rev. 05/20/2024