

## **E-SIGN DISCLOSURE AND CONSENT**

Laws and regulations require us to provide certain information to you “in writing,” which means that you have the right to receive such information on paper; however, with your consent, we may provide that information to you electronically. We also must receive your consent to use electronic records and signatures throughout our relationship with you. So, if you would like to receive information electronically, you must review and consent to the terms outlined below.

### **Definitions**

- “We,” “us,” and “our” mean Burke Moore Law Group, LLP.
- “You” and “your” mean the person providing this E-Sign Consent.
- “Communications” means all disclosures, notices, terms, conditions, agreements, records, documents, and other information that we provide to you or that you sign or submit to us.
- “Website” means <https://settle.burkemoore.com>.
- “Service” means the payment service we offer through the Website.

### **Consent to Receive and Provide Communications Electronically**

You agree that we may provide you with Communications in electronic format. You also agree that we may use electronic signatures and obtain electronic signatures from you as part of our interactions with you.

Sometimes we are not permitted by law to deliver Communications to you electronically, even with your consent. We will continue to deliver those Communications by paper. If the law changes in the future to permit those Communications to be delivered electronically, this E-Sign Consent automatically covers those Communications.

Additionally, the law or our agreement(s) with you sometimes may require you to provide us with a written notice. You must still provide those notices to us on paper, unless we tell you in a separate Communication how you may electronically deliver the notice to us. We may, at our sole discretion, provide you with any Communication by paper, even if you have elected to receive it electronically.

All Communications in electronic or paper format that we provide to you are considered “in writing.”

### **Electronic Formats Used**

All Communications that we provide to you in electronic format may be provided by email, as a portable document format file (.pdf), by text messaging, or by access to a website that we designate to you in a Communication. Charges may apply to Communications sent by text messaging.

### How to Withdraw Consent

You may withdraw your consent to receive Communications electronically at any time, without any fee; however, if you withdraw your consent to receive Communications electronically, you will not have access to and will not be able to use the Website or Service. To withdraw your consent, contact us by telephone at 1-877-219-5222 or by email at [GeneralContact@burkemoore.com](mailto:GeneralContact@burkemoore.com). Your withdrawal of consent will become effective after we have had a reasonable period of time to process your withdrawal after its receipt.

### Covered Communications

Your consent covers all Communications from us to you in connection with all accounts held by you and placed with us for collection, either in the past, currently, or in the future. Your consent is effective until you give us notice that you are withdrawing it.

### Up-To-Date Email Address

You are responsible for providing us with a true, accurate, and complete email address. You must promptly notify us of any change to your email address. You may update your information by updating your account profile page in the BRE, contacting us by telephone at 1-877-219-5222, or by email at [GeneralContact@burkemoore.com](mailto:GeneralContact@burkemoore.com).

### Hardware and Software Requirements

To receive Communications electronically, you must have a valid and active email address. You must also have access to:

- An Internet connection;
- A current version of an Internet browser;
- A current version of a program that accurately reads and displays files in .pdf format (such as Adobe Acrobat Reader);
- A device (e.g., computer, tablet, mobile phone) and operating system capable of supporting the above; and
- A printer, if you wish to print out and retain records on paper; or electronic storage, if you wish to retain records in electronic format.

If these hardware or software requirements change, and if that change would create a material risk that you would not be able to access or retain your electronic Communications, we will give you notice of the changed hardware or software requirements. After receiving notice of the changes, if you no longer want to receive Communications electronically, you may withdraw your consent without any fees; however, if you withdraw your consent to receive Communications

electronically, you will not have access to and will not be able to use the Website or Service. Continuing to receive electronic Communications after receiving notice of the change is reaffirmation of your consent to receive electronic Communications.

#### Right to Request Paper Copies

Even if you have consented to electronic delivery of Communications, you have the right to request a paper copy of any Communication. If you consent to electronic delivery of Communications, we will not send paper copies of Communications to you unless you request it, we are required to do so by law, or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic Communication by printing it or by requesting that we send you a paper copy. To request a paper copy from us, contact us by telephone at 1-877-219-5222 or by email at [GeneralContact@burkemoore.com](mailto:GeneralContact@burkemoore.com). When requesting a paper copy of a Communication, you must state that you are requesting a paper copy, and you must specifically identify the Communication of which you are requesting a paper copy. We do not charge a fee for providing a paper copy of a Communication. Any request for a paper copy of a Communication must be made within 180 days after the date of the Communication.

#### Termination and Changes

We reserve the right, in our sole discretion, to cease providing Communications electronically and 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.

#### E-Sign Act

You acknowledge and agree that this E-Sign Consent is provided by you in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act. You further acknowledge and agree that both you and we intend that the Act applies to the fullest extent possible to validate our ability to conduct business with you by electronic means.

#### Consent

You consent to receive Communications in electronic format as described in this E-Sign Consent and Disclosure. You further agree that you have provided us with a valid and current email address to which we may send you electronic Communications, and you agree that you have access to a computer or other device that satisfies the hardware and software requirements set forth in this E-Sign Consent and Disclosure.

Last Modified: December 5, 2022