

Northpointe Bank Online Terms of Service

This App and website (collectively, the "Site") are owned and operated by Northpointe Bank, 3333 Deposit Drive NE, Grand Rapids, MI 49546, which is referred to below as "Northpointe Bank" or "Northpointe" or "we" or "us" or "Company" or "our."

Please read these Terms of Service (the "Terms") and our Privacy Policy ("Privacy Policy") carefully because they govern your access and use of our Site and services available via the Site, which can be used to aggregate personal and financial data into a single experience and apply for a loan. These Terms are a binding legal contract between you and Northpointe, which sets forth your rights and obligations with respect to the Site, including important limitations and exclusions. To make these Terms easier to read, the Site and our services are collectively called the "Services."

The Services are for general informational purposes. They are not a substitute for actual legal, investment or professional advice from a licensed competent individual in their field of expertise. The information and services offered on this Site are provided with the understanding that Northpointe is not engaged in rendering legal advice or other professional services. Your use of the Services is subject to the additional disclaimers that may appear throughout the Site.

Agreement to Terms

By using the Services, you expressly agree to be bound by these Terms, as of the date of your use (the "Effective Date"). Your use of the Services always is subject to these Terms, the Privacy Policy, and all applicable laws and Northpointe reserves the right to terminate your access to the Services if you violate these Terms. If you do not agree to these Terms, do not access or otherwise use the Site, any Services available through this Site, or any information contained on this Site. You agree that your use of the Services always will be subject to the most current version of these Terms at the time of such use. The Services are intended for use only by users who are at least 18 years of age. By using the Site, you represent and warrant that you are eighteen (18) years of age or over.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion without notice. Because our Services are constantly evolving, we may change or discontinue all or any part of the Services at any time and without notice and at our sole discretion. By using the Site after Northpointe has updated the Terms, you are agreeing to the then-current Terms. You can always find the current version of these Terms by checking <http://www.northpointe.com/privacy-disclosures/>.

Accessing the Site

Northpointe reserves reserve the right to withdraw or amend this Site, and any Services provided on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a User ID, email address, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. Your User ID and password, together with your email address and phone number, form your “Registration Information.” By providing us with such Registration Information, you agree to receive all required notices electronically to the e-mail address designated as part of your Registration Information. It is your responsibility to update or change that designated e-mail address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the designated e-mail or through a link to the appropriate page on our Site, accessible through any standard, commercially available internet browser.

Accurate records enable Northpointe to provide the Services to you and you agree not to misrepresent your Registration Information. In order for the Services to function effectively, you must keep your Registration Information up-to-date and accurate. If you do not do this, the accuracy and effectiveness of the Services may be affected.

You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your Registration Information. You agree to notify us immediately of any unauthorized access to or use of your Registration Information or any other breach of security. You also agree to ensure that you properly log out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your Registration Information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time and without notice in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

If you become aware of any unauthorized use of your Registration Information, you agree to notify Northpointe immediately at 888-672-5626 or by emailing support@northpointe.com.

Your Use of the Services

Northpointe grants you a limited, personal, nontransferable, non-sub licensable, revocable license to access and use the Site and Services only as permitted by these Terms. Except for this limited license, we do not grant you any other rights or license with respect to these Site or Services; any rights or license not expressly granted are reserved. You are only entitled to access and use the Site for lawful purposes and your license to the Site and/or Services is personal to you alone. You agree not to modify, copy, distribute, perform, reproduce, decipher, decompile, disassemble, reverse-engineer, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products or services that make up the Site or the Services. In addition you agree not to:

- a. Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Site or any portion of the Site, without Northpointe's express written consent, which may be withheld in Northpointe's sole discretion;
- b. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Google Chrome);
- c. Deliver, post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Site or the Services;
- d. Take any action that imposes, or may impose, in the discretion of Northpointe, an unreasonable or disproportionately large load on the Site infrastructure;
- e. Use the Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of these Site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware or telecommunications equipment;
- f. Attempt to gain unauthorized access to the Site, any related website, other accounts, computer systems or networks connected to this Site, through hacking, password mining or any other means; or
- g. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site, including harvesting or otherwise collecting information about others such as email addresses.

Your access and use of the Site may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Site or other actions that Northpointe, in its sole discretion, may elect to take.

Mobile Device Use

Use of the Site and Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. Northpointe makes no warranties or representations of any kind, express, statutory or implied as to: (i) the availability of telecommunication services from your provider and access to the Site and/or Services at any time or from any location; (ii) any loss, damage, or other security intrusion of the telecommunication services; and (iii) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the service.

Online and Mobile Alerts

Northpointe may from time to time provide automatic alerts . Automatic alerts may be sent to you to confirm certain changes you make online to your Northpointe account, such as a change in your Registration Information.

Electronic alerts will be sent to the e-mail address designated in your Registration Information email address you have provided. If your e-mail address changes, you are responsible for informing us of that change.

Alert Disclaimer

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. Northpointe does its best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that Northpointe shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Rights You Grant to Us

By submitting your Registration Information, materials and other content to Northpointe through the Site or Services, you are licensing that content to Northpointe for the purpose of providing the Services to you. By submitting this content through the Site or by other electronic means, you thereby grant Northpointe a perpetual, royalty-free, world-wide, irrevocable, nonexclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Services and any purpose tangentially related to the Services. No compensation will be paid to you with respect to Northpointe's or its sub licensees' use of your communications. By providing or submitting content, you represent and warrant that you own or otherwise control all of the rights to your submitted content and communications as described in this section including, without limitation, all the rights necessary for you to submit the content and communications and grant the license above.

Intellectual Property Rights

The works of authorship and contents of the Site, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material ("Content"), are protected under both United States and other applicable copyright, trademark and other laws. The Content is either owned by or licensed to Northpointe by other advertisers (collectively "Third Party Providers") identified on the Site. Northpointe grants you the right to view and use the Site subject to these Terms. You may download or print a copy of information provided on the Site for your personal, internal and non-commercial use only so long as you do not remove any copyright or other notice as may be contained in information, as downloaded. Any distribution, reprint or electronic reproduction of any Content from the Site, in whole or in part, for any other purpose is expressly prohibited without our prior written consent.

Except where ownership may be with a Third Party Provider, Northpointe retains title and all intellectual property rights (including, without limitation, patent, copyright, trademark and trade secret rights), in and to the Site, all information, resources, content, tools, services and other features thereon, all our business methods and processes, all modifications, improvements, enhancements and new functionalities added to any of the foregoing. Except for the access and usage privileges that we specifically grant to you in and subject to these Terms, nothing shall be deemed to grant you any right, title, interest or license in or to any of the foregoing.

All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Federal and State Laws

The Site is operated from the United States. When using the Site, on the Site, or when using any content provided by Northpointe, you must obey all applicable U.S.-based federal, state and local laws.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

Disclaimer of Warranties

All content, including software, services and products, information, text and related graphics associated with the Site or provided through the Services (whether or not sponsored by us) are provided to you on an "as-is" and "as-available" basis. Neither Northpointe nor any Third Party Provider makes any representations or warranties of any kind, express or implied, as to the content, information, materials included on the Site or the Services. You expressly agree

that your use of the Site and Services is at your sole risk.

Northpointe makes no representations, warranties or guarantees, express or implied, regarding the accuracy, suitability, reliability or completeness of the content on the Site or of the Services (whether or not sponsored), and expressly disclaims any warranties of non-infringement or fitness for a particular purpose. Northpointe makes no representation, warranty or guarantee that the content that may be available on the Site or through the Services is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Northpointe is not responsible for any failures caused by server errors, misdirected or redirected transmissions or failed internet connections.

ANY THIRD-PARTY GOODS OR SERVICE PROVIDERS ARE SUPPLIED AS A CONVENIENCE TO YOU AND LISTING DOES NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, NORTHPOINTE DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, NORTHPOINTE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE SITE, NORTHPOINTE DOES NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. NORTHPOINTE IS ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU.

Limitation on Liability

Northpointe shall in no event be responsible or liable to you or to any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, including but not limited to loss of profit, revenue or business, arising in whole or in part from your access to the Site or your use of or inability to use the Site or Services or any portion thereof, even if Northpointe has been advised of the possibility of such damages. If you are dissatisfied with any aspect of our Site or Services available thereon, your sole and exclusive remedy is to discontinue access and use of the Site and Services. You may have other rights which may vary from state to state.

Indemnification

You shall defend, indemnify and hold harmless Northpointe and Northpointe Bancshares, Inc. officers, directors, shareholders, employees, agents, and affiliates from and against all claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or

expenses of any kind or nature, including but not limited to reasonable attorney's and accounting fees, brought by third parties as a result of: (a) your breach of these Terms; (b) your violation of any law or the rights of a third party; or (c) your use of the Site or Services in violation of these Terms.

Termination

These Terms will continue to apply until terminated by either you or Northpointe as set out below:

- a. You have breached any provision of these Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms);
- b. Northpointe, in its sole discretion, (i) believes it is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful), or (ii) believes that your actions may cause legal liability to Northpointe, our other users or yourself.
- c. Northpointe, in its sole discretion, determines to inactivate the Site and/or any portion thereof, including any Services available through the Site, for any reason with or without notice to you.

If you no longer wish to comply with these Terms, you may do so by closing your online account. Please remember that, by using any portion of the Site or Services provided, you are agreeing to Northpointe's then-current Terms, which shall survive the closure of your online account and remain binding.

Governing Law

These Terms shall be governed by the laws of the State of Michigan without regard to its conflict or choice of law provisions.

Arbitration

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND NORTHPOINTE (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH NORTHPOINTE, INCLUDING WITHOUT LIMITATION DISPUTES ARISING OUT OF, RELATED TO, OR CONNECTED WITH THESE TERMS, YOUR USE OF THE SITE AND/OR SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S ("AAA") RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY.

This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have

exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms including, but not limited to, any claim that all or any part of these Terms is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

You understand that, in return for your agreement to this provision, Northpointe is able to offer the Site and the Services at the terms designated, without charge to you, and that your assent to this provision is an indispensable consideration to these Terms. To the extent permitted by applicable law, any claim or cause of action arising from or relating to these Terms must be brought within two (2) years from the date on which such claim or action arose or accrued.

Class Action and Jury Trial Waiver

You and Northpointe both agree, to the fullest extent allowed by law, that: (a) claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable attorney's and accounting fees will not under any circumstances be pursued in class action proceedings; (b) Northpointe waives the right to bring or to participate in class action proceedings against you; and (c) you waive the right to bring or to participate in class action proceedings against Northpointe.

You also acknowledge and agree that, to the extent permitted by applicable law, and acknowledging that the consequences of said waiver are fully understood, you expressly waive the right to trial by jury in respect to any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable attorney's and accounting fees, that arise out of this agreement to these Terms or your use of the Site or Services.

Website Availability

NORTHPOINTE CANNOT GUARANTEE THE SITE OR THE SERVICES WILL BE AVAILABLE 100% OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH NORTHPOINTE STRIVES TO PROVIDE THE MOST RELIABLE WEBSITE REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SITE OR THE SERVICES ARE UNAVOIDABLE AND NORTHPOINTE DISCLAIMS ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

Questions

If you have any questions or comments about these Terms or this Site, please contact us by email at support@northpointe.com. You may also contact us by phone by calling Northpointe Support toll-free at 1-888-672-5626.

Electronic Consent

CONSENT TO RECEIVE ELECTRONIC DISCLOSURES, NOTICES, AND ACCOUNT

STATEMENTS

Consumer Disclosure

From time to time, Northpointe Bank (we, us or Company) may be required by law to provide to you certain written account statements, notices or disclosures (“Required Documents”). Described below are the terms and conditions for providing to you such required documents electronically through an online portal system made available to you by Northpointe. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ box below the link to this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents relating to your loan application that we send to you through the online portal during and immediately after a signing session. A signing session begins when you select the “Review Document” link provided via email, and concludes when you have viewed, signed, or otherwise completed or exited the online portal. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive required documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required documents in paper format only. The procedure for informing us of your future decision to receive required documents in paper format and to withdraw your consent to receive required documents electronically is described in the section below entitled “To withdraw your consent with us.”

Consequences of changing your mind

If you elect to receive required documents in paper format only, your election will slow the speed at which we can complete certain steps in transactions with you and delivering services to you. This is because we will first need to mail the required documents to you in paper format, and then wait until we receive your signed acknowledgment that you received the documents. To indicate to us that you are changing your mind, you must withdraw your consent by contacting our support team by phone at 1-888-672-5626 or by email at support@northpointe.com. This will confirm that you have withdrawn your consent to receive required documents electronically from us. You will no longer be able to receive or sign required documents and consents electronically through our online portal.

All required documents and account statements will be sent to you electronically

Unless you tell us otherwise in accordance with these procedures, we will provide you all required account statements, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you via electronic delivery. To reduce the chance that you inadvertently do not

receive any required document, we prefer to provide all of the required documents to you by the same method and to the same address that you have given us. Thus, you may either receive all the required documents electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described in the section below entitled “To withdraw your consent with us.”

How to Contact Us:

You may contact us to inform us of changes in your preferences for the manner in which we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive required documents electronically. To contact us by email, send messages to support@northpointe.com. To contact us by telephone, call Northpointe Support toll-free at 1 (888) 672-5626 between the hours of 8:30 a.m. to 6:00 p.m., Eastern Time.

To notify us of a change in your e-mail address:

To notify us that you have changed the e-mail address you provided us for the electronic transmission of required documents or bank account statements, you must send an email message to support@northpointe.com [requesting the change](#) and including in the body of such request your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address.

To request paper copies from us:

To request delivery of paper copies of the required documents and bank account statements from us that we were previously providing to you electronically, you must send an e-mail to support@northpointe.com [requesting the change](#) and including in the body of such request your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with us:

To inform us that you no longer want to receive future required documents or bank account statements in electronic format you must send an e-mail to support@northpointe.com [confirming withdrawal of your consent](#) and including in the body of such request your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawal of consent for online document delivery may include, without limitation, increased time needed to process transactions.

Required hardware and software

Browsers:

- Internet Explorer (Windows Only) 8.0 or above – compatibility mode is supported only for 9.0 and above.
- Windows Edge Current Version
- Mozilla Firefox Current Version

Safari (Mac OS only) 6.2 or above

Google Chrome
Current Version

Mobile Signing:

Apple iOS 7.0 or above

Android 4.0 or above

Enabled Security Settings: Allow per
session cookies Recommended
Screen Resolution: 1024 x 768

PDF Reader: Acrobat Reader or similar software might be required to view and print PDF files.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept this consent and disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other required electronic documents we will provide to you, please verify that you were able to read this electronic consent and disclosure, that you were able to print this consent and disclosure on paper or electronically save this page for your future reference and access, or that you were able to e-mail this disclosure and consent to an address where you will be able to print the consent and disclosure on paper or save it for your future reference and access. Further, if you consent to receiving required documents exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' box below the link to this document.

By accepting this disclosure, I confirm that:

I can access and read this Electronic CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES document; and

I can print on paper the Consent and Disclosure or save or send the Consent and Disclosure to a place where I can print it, for future reference and access; and

Until or unless I notify Northpointe Bank as described above, I consent to receive from you exclusively through electronic means all account statements, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Northpointe Bank during the course of my relationship with you.

Miscellaneous

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from these Terms.

You agree that if Northpointe does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Northpointe has the benefit of under any applicable law), this will not be taken to be a formal waiver of Northpointe's rights and that those rights or remedies will still be available to Northpointe.

All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms.

You acknowledge that you have read these Terms, understand it and will be bound by its terms and conditions. You further acknowledge that this agreement represents the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

You accept these Terms: (i) by choosing the "I agree to Terms and Conditions" box at the bottom of this screen; (ii) each time you log-on to the Site using your Registration Information; or (iii) if you take any other action after having been notified that it will constitute your consent or agreement.