

Volkswagen Drive Easy E-SIGN Disclosure and Consent

Important Notice: This Volkswagen Drive Easy E-SIGN Disclosure and Consent (“Agreement”) covers the transaction you are entering into with VWFS Protection Services, Inc. (“VWFSPS”) and will cover the delivery of all Communications we may provide to you unless you withdraw your consent, which you may do at any time using the methods described below. Certain laws and regulations require us to provide you specific disclosures in writing, which means you have a right to receive these disclosures on paper. We may provide these disclosures to you electronically if you consent to the terms of this E-SIGN Disclosure and Consent. Since certain of our services are provided online or through mobile applications and use electronic means to deliver some of this information, you must consent to this E-SIGN Disclosure and Consent in order to use these services.

1. Definitions

In this Agreement, the following definitions apply: “You” or “your” means the person who is obtaining a product from VWFSPS. “We”, “us”, or “our” means VWFSPS, its affiliates, any other person or company that is an assignee of VWFSPS’ rights including an appointed administrator of a protection plan you are purchasing from VWFSPS. “Communications” means any document, notice, statement, disclosure that we provide in connection with your purchase of a Volkswagen Drive Easy product, including disclosures that we are required by law to provide to you in writing.

2. Consumer Consent

By clicking on the box indicating that you have read agree to the terms of this Agreement, you affirmatively consent and agree that:

1. We may electronically provide you with all Communications required by law and other information about your legal rights and duties related to your transaction with us. These may include, but are not limited to: notices or disclosures required by the Electronic Funds Transfer Act/Regulation E or the Gram Leach Bliley Act/Regulation P; your Vehicle Service Protection Vehicle Service Contract and all disclosures or notices contained therein; notices or disclosures required by or State or federal law related to your transaction with us; and notices or disclosures required by State or federal law relating to arbitration.
2. Your electronic signature on agreements and documents has the same effect as if you signed them in ink.

You understand that we will electronically provide you with the Communications and other applicable documents related to your transaction with us by email and by offering you the opportunity to download, print or save the Communications.

3. What You Will Need

In order to access and retain the Communications, you will need a personal computer or similar device that is capable of establishing a connection to the internet. Your computer or device will need sufficient storage space to save Communications (whether presented online, in mobile applications or in e-mails) or the ability to print the Communications. You will also need a valid email address.

To access the Communications on a mobile device, you will need:

- An Android mobile device with Android 6 (“Marshmallow”) or higher, or an Apple mobile device with iOS 9 or higher.
- An up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).
- If you wish to view Portable Document Format (PDF) files on your mobile device, you will need software that accurately reads and displays PDF files, such as the mobile version of Adobe Reader.

To access the Communications on a personal computer, you will need:

- A computer with any of the following operating systems: Windows 7 or higher, OS X 10.12 (Apple Macintosh) or higher.
- An internet connection and an up-to-date internet browser that is compatible with your operating system (e.g., Internet Explorer, Firefox, Google Chrome, or Safari).
- Software that accurately reads and displays PDF files such as Adobe Acrobat Reader (available for downloading at <http://get.adobe.com/reader/>).

4. Requesting Paper Documents and Withdrawing Consent

You understand that you may request paper copies of the Communications at any time, and that we will provide them to you by mail at no charge. You can request paper copies of Communications by sending a written request to VWFS Protection Services, Inc. 2200 Ferdinand Porsche Drive, Herndon, VA 20171 or by calling us at 1-844-368-6414. If you wish to withdraw your consent to receive electronic Communications, you may contact us by sending a written request to VWFS Protection Services, Inc. 2200 Ferdinand Porsche Drive, Herndon, VA 20171 or by calling us at 1-844-368-6414.

Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request.

5. Updating Email Address

At any time, you can update the email address you have provided to us. You can change your email address by calling us at 1-844-368-6414.

6. Legal Effect

By consenting, you agree that electronic Communications have the same meaning and effect as if we provided paper Communications to you. You understand and agree that the Communications will be provided to you in a retainable format.

7. General

We will send Communications to the email you have provided to us. We are not responsible for any delay or failure in your receipt of the Communications or notifications sent by email.

We reserve the right to cancel this electronic service or send Communications in paper form at any time.