

## Consent to Use Electronic Records and Signatures (“Consent”)

In this Consent, the words “we,” “us,” and “our” refer to Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services (in MA) (“MBFS”) and Mercedes-Benz Vehicle Trust. MBFS is the authorized servicer for Mercedes-Benz Vehicle Trust. The words “you” and “your” mean both individually and collectively (i) you, the individual(s) providing consent, and (ii) any company or other entity for which you may act as an authorized representative in connection with transactions with us. “Communication” means any application, agreement, addendum, authorization, amendment, guaranty, periodic statement, disclosure, notice, privacy policy or other document or information related to (1) a credit application or the financing or leasing of a vehicle, or (2) any motor vehicle retail installment sale agreements, promissory notes, loans or lease agreements you may have with us (each an “Account”), whether now or in the future. “Digital Properties” means mbfs.com, our mobile application(s), and any other online or mobile portal, platform or software application we may provide or designate for delivery or execution of Communications, or for access to your Accounts.

You have indicated you wish to receive and sign Communications electronically. Some of the information in the Communications is required by law to be “in writing” – which means you are entitled to receive the information on paper. With your consent, we may provide this information to you electronically instead. We also need your general consent to use electronic records and signatures.

### **Your Consent**

Your consent applies to all of the Communications we provide to you, or that you sign or agree to or submit at our request, in electronic form. We may also use electronic signatures and obtain them from you on any Communication.

We may deliver Communications electronically to you (i) through any Digital Property or signing platform used to present Communications to you for review or signature, (ii) by email or SMS text message, (iii) by access to one or more Digital Properties that we will designate in an e-mail or SMS text message notice we send to you at the time the information is made available on the Digital Property, or (iv) to the extent permissible by law, by access to one or more Digital Properties that we will generally designate in advance for such purpose. Our agreements with you may describe additional methods for electronically delivering Communications. In some cases, you will be able to choose whether to receive certain Communications electronically. We will provide you with instructions on making those choices when applicable.

We may phone you or send you text messages. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

We may always, in our sole discretion, provide you with any Communication on paper and require you to provide Communications to us on paper. Sometimes the law, or our agreement with you, will require you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

## **System Requirements for Accessing and Retaining Information**

To receive electronic Communications on your own equipment or device, you must have access to:

- a Current Version (defined below) of an Internet browser we support,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF and PNG files (such as Adobe Acrobat Reader), and
- a computer or device with an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

If you are using your own mobile or handheld device to access and retain Communications, in some cases you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular or handheld devices.

You may [click here](#) to test your ability to view a PDF file.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for accessing and retaining Communications.

Copies of this Consent, the Consumer Privacy Notice, State Disclosures and Acknowledgements, and Important Contract of Arbitration are always available by clicking the following link: <https://mbfs.com/creditapp/creditApplicationDisclosures>. By providing consent, you are also agreeing that we may provide your retention copies of these Communications by making them available as part of either one of our Digital Properties you can access or any application we provide for your handheld device.

### **Requesting Paper Copies**

You may request a paper copy of any electronic Communication we have provided to you and the credit application information you have provided by contacting us at (800) 654-6222.

### **Withdrawing Your Consent**

If you are submitting an electronic credit application and you have not previously provided your consent to the use of electronic records and signatures, you may withdraw your consent at any time by closing the website or mobile application before completing and submitting your credit application.

If you are an existing MBFS customer and have previously provided your consent to the use of electronic records and signatures, you may withdraw your consent at any time by contacting our Customer Service Department at (800) 654-6222.

Your withdrawal of consent will be effective only with respect to future Communications and only after we have a reasonable period of time to act on it.

If you withdraw consent, we may terminate your access to one or more of our Digital Properties. Withdrawing consent may result in having to complete a pending transaction using paper documents, and may delay completion of the transaction.

### **Updating Your Contact Information**

You may update your contact information, including your email address, at any time by contacting our Customer Service Department at (800) 654-6222.

### **Confirming Your Consent**

By providing your consent to use electronic records and signatures, you confirm that:

- You can access and read this Consent.
- You consent to the use of electronic Communications and electronic signatures.
- You have the minimum hardware and software described above, including an active email address, access to the Internet, and the ability to access and review PNG & PDF files.
- You are authorized to give this Consent on behalf of yourself, any co-applicant or co-borrower, any guarantor, and any company or other entity for which you act as an authorized representative in connection with transactions with us.
- If we provide any information to you on your handheld device, you agree that we may provide you with retention copies of certain Communications by keeping them available to you within the application on your handheld device, another Digital Property which you can access, or by providing a link to the Communication from your handheld device.