



**BILLFLOAT, INC. DOING BUSINESS AS SMARTBIZ LOANS
ELECTRONIC COMMUNICATIONS, TELEPHONE COMMUNICATIONS, AND
ELECTRONIC SIGNATURE DISCLOSURE AND CONSENT**

Please read the notice below carefully and print and/or download a copy for your records.

This Electronic Communications, Telephone Communications, and Electronic Signature Disclosure and Consent ("Disclosure"), applies to all Communications for small business financial products, services and Accounts offered or accessible through the SmartBiz website. The words "SmartBiz," "we," "us," and "our" refer to SmartBiz Loans and its affiliates (including the SBA lenders to whom it refers applicants), and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "Account" means the account(s) you have with us now or in the future.

By consenting to receive electronic Communications through the SmartBiz web site, you will receive required federal and state disclosures related to your SmartBiz Account (your "Account"). "Communication" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Account, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form.

You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited, to the following information and disclosures (collectively, the "Disclosures"):

- Promissory Note
- Personal Guarantee Forms for Principal Shareholders (SBA Forms 148 and 148L)
- Settlement Sheet (SBA Form 1050 and Exhibits)
- Borrower Certification
- Borrower Authorization
- Equal Opportunity Employment Post (SBA Form 722)
- ACH Form
- Fee Disclosure and Compensation Agreement (SBA Form 159(7a))
- Borrower Information Form (SBA Form 1919)
- Referral and Packaging Agent Agreement with SmartBiz Loans
- Loan Agreement

- Account Opening Statement
- Monthly Statements
- Privacy Notice and Disclosures
- All legal and regulatory disclosures and communications associated with your Account
- Notices about Changes in Terms of your Account

Method of Providing Communications to You in Electronic Form.

All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, (4) through text messages sent to your telephone, or (5) by requesting you download a PDF file containing the Communication.

In order to view the Disclosures, you must have a computer equipped with Internet Explorer version 8.0 and above, Firefox version 3.6 and above, Safari version 5 or above, a version of Chrome that has been released after 2009, or an equivalent web browser. If you are able to read this text, the browser you are using will be able to display all required disclosures.

To retain an off-line copy of our the disclosures and agreement we provide you electronically, including those that you sign electronically, you will need to be able to either download electronic copies to your computer or an attached storage device (such as disk or USB storage device) or to print copies on a printer connected to your computer. Additionally, we will make these disclosures and agreements available to you on the SmartBiz.com website.

You may not apply online and electronically execute your Account documents unless you agree to and are able to receive these disclosures and information in an electronic form. If you do not wish to receive your federal and state disclosures electronically, you may cancel your use of the SmartBiz website by closing your browser right now.

How to Update Your Records.

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by email at support@smartbizloans.com or by telephone at 866-283-8726.

You must also agree to provide us with your current e-mail address and to notify us of your new e-mail address if it changes.

How to Withdraw Consent.

You may withdraw your consent to receive some or all of the Disclosures in electronic form by contacting us by telephone at 866-283-8726 or by email at support@smartbizloans.com. In the event that you no longer consent to receive Disclosures in electronic form, we will need to close your SmartBiz Account. Please specify which Disclosures you wish to be provided in paper form.

At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic communications; however your access to and use of the SmartBiz website be terminated. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

Requesting Paper Copies.

You should not expect to receive a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at 866-283-8726 or by email at support@smartbizloans.com. We may charge you a reasonable service charge, of which we will provide you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Telephone Monitoring and Calls to your Mobile Telephone

To the extent permitted by law, you give permission to us and our agents to monitor and record any telephone conversation between us and you. You expressly authorize us to place calls to your cell phone, including auto-dialed calls or calls containing prerecorded messages, in connection with the collection of any amounts due from you. We will only use your mobile telephone number to contact you regarding your Account and any agreements you have with BillFloat.

Communications in Writing.

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other communication that is important to you.

Federal Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or 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.

Acceptance and Consent

By consenting to this Agreement, you agree to the following statements:

I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).

I understand and agree that: (i) certain documents may continue to be delivered to me via U.S. Mail that are not included in the electronic communications that in the future some or all of these documents may be made available for me to view online in accordance with this Agreement; (ii) my consent to view documents electronically does not automatically expire and is not limited as to duration; (iii) inserts that may be provided along with my account statements contain important information or disclosures concerning my account and I agree to review such inserts in a timely manner.