

Service Finance Company Text Program Terms and Conditions

1. Definitions

“Text Service” means the Service Finance Company (“SFC”) texting service, which allows you to receive text notifications to your mobile phone regarding your Account, including servicing information (the “Text Service”). The words “we”, “us”, and “our” in this Agreement and in any consent provided by you refer to Service Finance Company and any agent, independent contractor, designee or assignee that SFC may, in its sole discretion, involve in the provision of the Text Service. The words “you” and “your” mean the individual(s) or entity(ies) using the Text Service. As used in this Texting Service Agreement (“Agreement”), “Account” means the account(s) you have with SFC.

2. Applicability and Privacy Policy

This Agreement between you and SFC governs your use of the Text Service. By subscribing to the Text Service or using the Text Service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement. The applicable Privacy Policy can be reviewed at <https://www.svcfin.com/pages/privacy.notice/>.

3. Text Service

For your convenience, SFC offers a Text Service named "SFC Alerts". Text Service enables you to receive recurring-message text notifications regarding your Account. You are under no obligation to use the Text Service. Text Service messages are not encrypted and will never contain your full Account number. The information contained in Text Service messages is as of a specific time and date, but because Text Service is subject to delay or interruption, it should not be considered real time information. You understand that messages through Text Service may be delayed for a variety of reasons and will not reflect Account activity that occurred after the message was sent. SFC may terminate your Text Service at any time without notice. **You may terminate your participation in Text Service by texting “STOP” to 27431.** If you terminate your Text Service, you will no longer receive texts from us through Text Service. You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. SFC and Carriers will not be liable for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Text Service.

Text Service is being provided to you for convenience purposes only and does not change your payment or other obligations unless specifically stated otherwise. Information in a response text through the Text Service program does not amend, supplement, change or replace any other notice or information that you may receive in connection with your Account, including any information provided in a monthly periodic statement or Account-related agreements. Text Service is being provided to you and this Agreement is made pursuant to the agreement applicable to the designated Accounts. All terms and conditions of your Account-related agreements, including any applicable arbitration provisions, apply to your use of the Text Service unless specifically modified by this Agreement.

You agree that you will use the Text Service, and any products or services received as a result of your use of Text Service, in a manner consistent with this Agreement. We may also add, modify, or delete any feature of the Text Service in our sole discretion. We may, but are not required to, provide you with

notice of any change or termination in the Text Service. We may, but are not required to, send you notice when new features are added to or changed on the Text Service.

You agree to indemnify and hold SFC and all third party content providers which provide content for the Text Service (either through links or otherwise), harmless from any loss, including reasonable attorney's fees, related to any claim made by any third party relating to your use of the Text Service, your connection to the Text Service, your violation of this Agreement, and any harm you cause another user of the Text Service.

We reserve the right to refuse to allow you to use the Text Service. Any user of this Text Service shall comply with all applicable laws and regulations, including the laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control (OFAC).

1. Our Texts to You through Text Service

By providing us with a mobile telephone number, you consent to receiving text messages from us at that number concerning your Account(s) with SFC and you also consent to SFC and our agents or assignees texting you by any method at the phone number you provide, including our use of automated dialing equipment. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the phone number you provide unless we receive your prior express written consent.

To stop receiving text messages, you can opt out via text message by sending a text that says "STOP" to 27431. You may also contact the SFC Customer Support Department at [1-866-254-0497](tel:1-866-254-0497) to inform us of your choice to revoke consent for the Text Service. Please note **your "STOP" command will apply *only* to the Text Service and does not apply to any other method of communication to you.**

SFC does not charge you a fee for using our Text Service, but you understand that your wireless service provider's standard message and data rates may apply to texts sent through the Text Service, and charges may appear on your wireless bill or be deducted from your pre-paid balance. For help, text "HELP" to 27431. In case of questions, please contact the SFC Customer Support Department at [1-866-254-0497](tel:1-866-254-0497). Note that text alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Message frequency may vary.

You will immediately notify us if mobile phone number you have registered for the Text Service is (i) surrendered by you, (ii) changed by you, or otherwise (iii) no longer used by you.

2. No Warranties – Text Service

The information and materials contained in the alerts sent by Text Service are provided "as is" without warranty of any kind, either express or implied, including without limitation, any

warranty of accuracy, adequacy or completeness of the information and materials, title, non-infringement of third-party rights, merchantability, fitness for a particular purpose and freedom from computer virus.

3. Limitation of Liability – Text Service

In no event will SFC or any of its agents, service providers or assignees be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with Text Service, use thereof or reliance on any information contained herein, even if SFC or its agents, service providers or assignees are notified of the possibility of such damages.

4. Communications Consent

You agree that SFC and any of its agents, service providers or assignees may call you, leave you a voice prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message for any purpose related to the servicing of your Account(s) with SFC, for surveys or research or for any other informational purpose related to your Accounts(s) with SFC (each a “Communication”). You agree that SFC and any of its agents, service providers or assignees may call or text you at any telephone number associated with your Account(s), including cellular telephone numbers, and may send an e-mail to any email address associated with your Account(s), including any phone numbers, e-mail addresses or any other contact information provided by you regarding your use of the Text Service. You also agree that SFC and any of its agents, service providers or assignees may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. SFC will not charge you for a Communication, but standard data and message rates may apply. In addition, you understand and agree that SFC and any of its agents, service providers or assignees may always communicate with you in any manner permissible by law that does not require your prior consent.

5. Change in Mobile Number

If the mobile phone number you provide to SFC regarding the Text Service should change, you must contact SFC immediately at [1-866-254-0497](tel:1-866-254-0497). SFC is not responsible for communications or other information that is not received by you due to you not having an updated mobile phone number on file. SFC is not responsible for any fees or delinquency status that you may incur because your communication is not received. You are still responsible for making your monthly payments due to SFC on or by the contractual due date.

6. Joint/Multiple Owner Accounts

For joint Accounts, either or both Account holder may enroll for the Text Service. The mobile phone number you provide at time of enrollment will receive any applicable Communications, subject to any changes you make to your mobile phone number by contacting us. It is your responsibility to notify us if your contact information changes. You can update your contact information by contacting us at [1-866-254-0497](tel:1-866-254-0497).

7. Disclaimer of Warranty and Limitation of Liability

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU OR TO ANY OTHER PERSON IN CONNECTION WITH THE TEXT SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, THE TEXT SERVICE OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE TEXT SERVICE WILL OPERATE WITHOUT ERROR, OR THAT THE TEXT SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY TEXT SERVICES OR PRODUCTS PROVIDED PURSUANT TO THIS AGREEMENT OR BY REASON OF YOUR USE OF THE TEXT SERVICE, INCLUDING LOST DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE TEXT SERVICE, OR ANY COMPUTER VIRUS THAT YOU MAY ENCOUNTER USING THE TEXT SERVICE. WE ENCOURAGE YOU TO ROUTINELY SCAN YOUR ELECTRONIC DEVICE USING A RELIABLE VIRUS PROTECTION PRODUCT TO DETECT AND REMOVE VIRUSES FROM YOUR ELECTRONIC DEVICE.

BY ACCESSING THE TEXT SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST SFC AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED AS PART OF THE TEXT SERVICE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE TEXT SERVICE, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL SFC OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE TEXT SERVICE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF SFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM: (1) THE USE OF OR INABILITY TO USE THE TEXT SERVICE, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION, (3) THE COST OF SUBSTITUTE GOODS OR SERVICES, OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THE TEXT SERVICE. SFC SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THE TEXT SERVICE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SFC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THIS AGREEMENT, THE TEXT SERVICE, ANY PRODUCTS OR SERVICES OBTAINED THROUGH USE OF THE TEXT SERVICE, OR PRIVACY POLICY RELATED TO THE TEXT SERVICE, IS YOUR CESSATION OF THE USE OF THE TEXT SERVICE.

8. General

1. Entire Agreement

Except as provided in this Section, this Agreement constitutes the complete and exclusive agreement related to the Text Service, and supplements any other agreement or disclosure related to your Account(s). In the event of a conflict between this Agreement and any other agreement or disclosure related to your Account(s) or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

2. Waivers

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

3. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any agents, representatives and/or third parties.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of North Carolina without regard to that state's conflict of laws provisions.

5. Compliance with Applicable Laws

Any user of this Text Service shall comply with all applicable laws.

6. Amendments

We may amend this Agreement from time to time by posting the amended Agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. You may obtain the most recent version of this Agreement by calling [1-866-254-0497](tel:1-866-254-0497) to request a copy. Continued use of the Text Service following notice of amendment of the Agreement by SFC constitutes your acceptance of any amendments to this Agreement and your agreement to comply with any changes.

7. Severability

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

8. Text Service Notifications

We may add, modify, or discontinue the Text Service at any time, including changing the terms and conditions governing the Text Service. You agree that we may send you electronic notifications concerning the Text Service, including notice of a change or termination of the Text Service. We may also temporarily suspend your use of the Text Service at any time for security reasons or any other reason in our sole discretion. We have no responsibility or liability for Text Service unavailability, interruptions or delays due to any cause.

9. Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your Account(s): (i) where it is necessary for completing payment transactions; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the Service Finance Company Consumer Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

The Service Finance Company privacy policy can be found at:
<https://www.svcfin.com/pages/privacy.notice/>