



## **Use of Autodialers and Text Messages – Terms and Conditions**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

The following terms and conditions, and any amendments hereto (the "**Terms and Conditions**") are a legal agreement between you ("**you**" or "**your**") and CreditFresh and its affiliates, and any entity that provides services on its behalf (collectively referred to as "**CreditFresh**", "**we**," "**us**," or "**our**"). Without limitation, affiliates include all related companies and/or parties and their respective officers, directors, managers, employees, contractors, agents, and assignees.

### **TEXT MESSAGE PROGRAMS**

CreditFresh may send text messages or "**text(s)**", which may include short messaging services or "**SMS**", to you on your mobile device through a technology gateway ("**Text Message Program(s)**").

Frequency of texts may vary. Some wireless carriers and/or related service providers may not support this service. **Message and data rates may apply.** The Text Message Programs may be limited to existing products and/or services for some customers.

**There are two (2) Text Message Programs available through CreditFresh:**

**1. Text Message Program – Transactional.** By providing your mobile number, you agree to receive texts related to your account, including, but not limited to:

- Due date reminders and notifications; and
- Assistance in completing your application for credit.

**2. Text Message Program – Marketing and Promotional.** By providing your consent, you agree to receive special offers and/or promotions through text messages, including, but not limited to:

- Notification of new products and/or services; and
- Offers and promotional campaigns.

### **AUTODIALERS AND PRERECORDED MESSAGES**

You may receive account-related/marketing phone calls to the phone number you provided, using autodialers and/or prerecorded messages.

### **ONLINE ACCOUNT**

You can modify your home and/or mobile numbers in your online account. You may also update your communication preferences in your online account.

### **OPT-OUT**

**You may, at any time, opt-out from receiving text messages by:**

- Replying to any text message we have sent you from the program(s) you wish to opt out of with the word "**STOP**"; or

- Updating your communication preferences in your online account.

Following such request to unsubscribe, you may receive one (1) final confirmation message from your carrier, which may contain opt-in instructions if you wish to re-subscribe. If you wish to re-subscribe to a Text Message Program, reply "**UNSTOP**" to any text message from the applicable Text Message Program. No additional text messages will be sent to you through the Text Message Program unless you opt-in again.

You may, at any time, opt out of receiving phone calls by autodialer and/or prerecorded messages and/or marketing phone calls by contacting us or updating your communication preferences in your online account, as applicable.

## **UNAUTHORIZED ACCESS TO YOUR MOBILE DEVICE**

Unauthorized use of your mobile device may result in access to your personal information; notify us immediately in such circumstances.

## **PRIVACY**

You agree to notify us immediately if you cease using the telephone number you provided. We use business practices that help protect your privacy and your data in accordance with our [Terms of Use](#) and [Privacy Policy\(ies\)](#), as applicable.

## **TERMINATION OF TEXTS**

We reserve the right to modify or discontinue, temporarily or permanently, a Text Message Program with or without notice, if we believe you are in breach of the Terms and Conditions, or in the event that your mobile phone service terminates or lapses, or for any other reason, as applicable.

## **LIMITATION OF LIABILITY**

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that carrier services and/or wireless networks are outside of our control, and we are not responsible or liable for issues arising from them.

## **CHANGES TO TERMS AND CONDITIONS**

We may revise, modify or amend the Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to our website. Your continued agreement to receive text messages and/or phone calls will indicate your acceptance of those changes.

## **CONTACT US**

If you have questions regarding the Terms and Conditions, you can contact [Customer Service](#).

**Effective Date: April 10, 2024**