

# **CONSENT TO BE CONTACTED BY IMPERIAL VALLEY AUTO LOANS, INC.**

In this Communication Consent ("Consent") the words "we," "us," and "our" refer to Imperial Valley Auto Loans, Inc., and any of its affiliates, agents, service providers or assignees. The words "you" and "your" mean you, the individual identified on the loan application packet that you have submitted to us ("Application").

You (a) certify that all information you have provided or will provide to us is true and accurate; (b) understand that we will retain information you provide to us whether or not you receive a loan from us; and (c) acknowledge and agree that we may share certain non-public personal information about you in accordance with our Privacy Policy, to provide marketing information concerning other products or services offered by us or third parties, or as provided by law. Additionally, by checking the "I Agree" box and providing your Social Security Number to us, you authorize us, as we may consider necessary and appropriate, to obtain consumer credit reports on you periodically and to gather employment history.

You agree that during the application process and loan administration (if you successfully obtain a loan with us) we may: (a) monitor and record telephone calls to assure the quality of our service or for other reasons; (b) call you, leave you a voice or prerecorded voice message, or send you a text, e-mail, or other electronic message (each a "Communication") for any purpose related to your Application or loan, including, but not limited to, application information, required documentation, loan information, promotions and other marketing material; (c) call or text you at any telephone number you provide on your Application, including cellular telephone numbers, and may send an e-mail to any e-mail address you provide on your Application; (d) include your personal information in a Communication; and (e) always communicate with you in a manner permissible by law that does not require your prior consent. Our contact, however, will relate only to the products or services in which you are interested in this online session, and we may call or email you even if you do not submit or save the online application.

## **WIRELESS POLICY**

### **Short Message Services Disclosures and Terms**

This Short Message Services Disclosures and Terms ("Disclosure") applies to each account you have with us for which you have elected to receive Short Message Service ("SMS") messages.

The words "we," "us," and "our" refer to **Imperial Valley Auto Loans, Inc. (IVAL)** and any of its affiliates, agents, service providers or assignees. The words "you" and "your" mean you, the individual identified on the account(s) you have with us ("Account(s)"). As used in this Disclosure, "SMS Statement Notifications" means any SMS communication (text message) from us to you pertaining to your Account, including, but not limited to, application information, required documentation, loan amounts, loan information, payment information, promotions and other marketing material.

By entering a mobile phone number you certify that (a) you are the account holder, or (b) have the account holder's permission.

By submitting your mobile phone number to us and agreeing to this Disclosure you certify

that you have elected to receive SMS messages from us.

**How to UNSUBSCRIBE.** You may withdraw your consent to receive SMS Statement Notifications by replying STOP at any time to any SMS Statement Notifications received from us. You may also withdraw your consent by emailing us at [info@cashforpinkslip.com](mailto:info@cashforpinkslip.com). At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive SMS Statement Notifications. We will not impose any fee to process the withdrawal of your consent to receive SMS Statement Notifications. Any withdrawal of your consent to use SMS Statement Notifications will be effective only after we have a reasonable period of time to process your withdrawal.

**For HELP on Services.** To request additional information regarding SMS Statement Notifications, call us at 877-263-9488.

**How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling our Customer Service Center at **877-263-9488**.

**Hardware and Software Requirements.** In order to access, view, and retain SMS Statement Notifications that we make available to you, you must have:

- an SMS-capable mobile phone;
- an active mobile phone account with a communication service provider;
- and sufficient storage capacity on your mobile phone.

**Communications in Writing.** All SMS Statement Notifications in electronic format from us to you will be considered "in writing."

**Charges.** There is no service fee for receiving SMS Statement Notifications from us, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill. Message frequency depends on account status and settings.

**Other Important Terms.** Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number for these services so that we may send you certain information about your Account(s). Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. SMS Statement Notifications are provided for your convenience and do not replace your Account statement(s), which are the official record of your Accounts.

Receipt of each SMS Statement Notification may be delayed or impacted by factor(s) pertaining to your communications service provider(s). We 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 SMS Statement Notifications sent by us.

Changes in Terms and Conditions and IVAL SMS Statement Notifications Services. We may modify or terminate our SMS Statement Notification services from time to time, for any reason, and without notice, including the right to terminate SMS Statement Notification service with or without notice, without liability to you, any other user or a third party. We reserve the right to modify these Terms of Use from time to time without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.