

## **FIRST Insurance SMS Alerts**

FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. (“FIRST”, “we” or “us”) operates a short message service program **FIRST Insurance SMS Alerts** (the “Program”) subject to these SMS Terms of Service (“SMS Terms”). The Program and our collection and use of your personal information is also subject to our Privacy Policy, see section 6 below for more details. By enrolling, signing up, or otherwise agreeing to participate in the Program within the FIRST InSite Customer site, you accept and agree to these SMS Terms of Service and our Privacy Policy.

- 1. Program Description:** FIRST may send payment status SMS messages in various formats through the Program. Payment status may include: Payment Reminders, Receipt of Payments, and other payment related information. Message frequency will vary based on loan activity, but you can expect to receive approximately 1 to 3 messages per month per enrolled loan number. These messages may contain the following information: Payment Activity Date, Payment Activity Amount, and the last 4 digits of your loan number.
- 2. User Opt-In:** By providing your mobile phone number to us via the FIRST InSite Customer Site, you are voluntarily opting-in to the Program and you agree to receive recurring SMS messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us.
- 3. User Opt-Out:** You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving SMS messages from us, or you no longer agree to these SMS Terms, reply **STOP** to the phone number from which you have received the SMS messages. You may continue to receive a SMS message for a short period while we process your request. We will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us related to any loan. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
- 4. Disclaimer of Warranty and Liability:** The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers and carriers are liable for delayed or undelivered messages sent through the program.
- 5. Message and Data Rates:** As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive approximately 1-3 messages per month per loan, may vary based on loan activity. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

6. **Privacy:** If you have any questions regarding privacy, please read our privacy policy:

<http://privacy.firstinsurancefunding.com/>.

Text messaging originator opt-in data and consent information will not be shared with any third parties.

Once you subscribe to receive **FIRST Insurance SMS Alerts** via SMS, you are responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:

- Login to the FIRST InSite Customer site and cancel your SMS Alert Service if your Mobile Device is lost or stolen and contact us immediately.
- Login to the FIRST InSite Customer site and cancel or edit your SMS Alert Service if there are changes to your wireless carrier provider or Mobile Device number (cell phone number).
- Erase your "Sent Messages" and "Inbox" that may contain your SMS messages or other personal information.
- You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). We are not liable for any losses, damages or costs that may arise in whole or in part, from:
  - Non-delivery, delayed delivery, or the misdirected delivery of any message;
  - Inaccurate or incomplete content in any message; or
  - Your reliance on or use of the information provided in any SMS service message for any purpose.

We provide this Program as a convenience. An SMS message does not constitute an official record for the loan to which it pertains. Therefore, alerts provided do not replace state mandated notices; if details contained in an SMS message differ from that of an emailed or mailed notice, the notice prevails. We reserve the right to terminate this function at any time without prior notice to you, except where required by law.

To cancel SMS messaging from **FIRST Insurance SMS Alerts**, send STOP to 86726.

For help or information regarding SMS messaging, send HELP to 86726 or contact our customer service at 800-837-3707, Option 2. You expressly consent to receive a confirmation via SMS of your "STOP" request.