

## **Website Privacy Policy and Terms of Use**

Mailing address:  
Choice Payment Services, Inc.  
Attn: Chief Compliance Officer  
PO Box 97436  
Las Vegas, NV 89193

**This statement discloses Electronic Communications for Choice Payment Services, Inc.**

### **Choice Payment Services, Inc. E-Sign Consent**

Choice Payment Services, Inc. and its affiliates and third-party service providers (“Choice”) may need to provide you with certain communications, notices, agreements, billing statements, or disclosures in writing (“Communications”) regarding our Services. Your agreement to this E-sign Consent confirms your ability and consent to receive Communications electronically from Choice, its affiliates, and its third-party service providers, rather than in paper form, and to the use of electronic signatures in our relationship with you (“Consent”).

### **SMS Communication**

During the application process you will be asked to Opt-In to SMS communications, this is a consent to receive account reminders and updates from our Customer Care Department via Twilio autodialer. Consent is not a condition to apply for a loan. Msg & data rates may apply. Msg frequency varies. Unsubscribe at any time by replying STOP or calling Choice Customer Care. Your consent to Opt-In for SMS communications will not be shared and will be used for the express purpose of account reminders should you create an account with Choice.

**This statement discloses the privacy practices for Choice Payment Services, Inc.**

### **What information we collect:**

Choice Payment Services, Inc. asks you for information when you register as an End User; contract for our services; download white papers, survey materials, and messaging templates. We use the information we gather to improve the user experience on our site, identify frequent visitors and for the following purposes:

- To provide product, fulfill an order, or complete a transaction
- To ensure that the products you purchase are up to date and operating correctly, and to provide the appropriate level of support

In addition, we may use your information to improve the content of our Web site, products, and services; to alert you to product upgrades, updates, and renewal information regarding your product; and to share special offers, product announcements, and other new services from Choice Payment Services, Inc..

When you register or make a purchase, we offer you the opportunity to opt into or out of these uses of your information. If you do not choose to opt out initially, you may still block future contact of this type by simply following the unsubscribe instructions that accompany all such communications, or by contacting us at the above address.

We e-mail service notifications to inform you about the status of your service orders or accounts, and to provide updates and technical notices. These messages are essential to maintain your subscription and

the functionality of our services, so there is no opt-out available for service notifications, and these messages cannot be blocked.

**Who we share it with:**

We may share the information you provide with our business partners who act on our behalf for the uses described above.

**How we offer our customers a choice:**

If you do not want Choice Payment Services, Inc. to contact you or your company for marketing purposes by e-mail, postal mail, fax and/or phone, you may opt out by contacting our customer service, by sending e-mail, or writing to us at the above address.

Please note that we do not allow our customers to opt out of contact that is required for the functionality of our products and services.

## Security of your information:

Choice Payment Services, Inc. uses state-of-the-art security technology to protect our customer data. Access to customer information is restricted to authorized personnel only. Credit card numbers are only used for payment processing and automatic renewals, where applicable, and are never retained for marketing or other purposes.

## Terms of Use

### Introduction and Scope

This document is an agreement between You and Choice Payment Services, Inc., Inc. ("Choice Payment Services, Inc.") that describes the terms of service ("TOS") for which You may use the services offered on the websites and web pages owned and operated by Choice Payment Services, Inc. or its subsidiaries (collectively, the "Choice Payment Services, Inc. Sites"). The services and information offered on some Choice Payment Services, Inc. Sites may be subject to additional terms and conditions described on the site or web pages for those services or information, and additional licensing terms may apply for software that are disclosed in an End-User License Agreement distributed with such software. YOU ACKNOWLEDGE AND AGREE THAT BY BROWSING OR USING THE SOFTWARE OR SERVICES OFFERED BY THE Choice Payment Services, Inc. SITES, YOU HAVE AGREED TO BE BOUND BY THESE TERMS OF SERVICE AND ANY ADDITIONAL TERMS THAT APPLY. Please note that Choice Payment Services, Inc. reserves the right to revise these site TOS at any time by posting an update to this page. Your continued use of the Choice Payment Services, Inc. Sites or Services following the posting of changes to these TOS will mean You accept those changes. Choice Payment Services, Inc. reserves the right, in its sole discretion, to determine if You have violated these site TOS, and to take any action it deems appropriate.

You acknowledge that Choice Payment Services, Inc. shall have the right to terminate Your access to the Choice Payment Services, Inc. Sites or Services for violations of any of these rules, including repeat infringement of copyrights.

The Choice Payment Services, Inc. Privacy Policy is incorporated by reference to this TOS.

### Your Use and Conduct

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**No Unlawful or Prohibited Use:** You agree that You will not use the Choice Payment Services, Inc. Sites or the information, products, or services available from them for, or to further, any unlawful purpose. Additionally, You will NOT:

1. Upload, post, email, transmit, or otherwise make available any content that:
  - a. Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or harmful to another party;

- b. You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - c. Infringes any patent, trademark, trade secret, copyright, or other intellectual property right of another party;
  - d. Is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, website links, or any other form of content for the purpose of solicitation;
  - e. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  - f. Consists of forged or manipulated information that disguises the true origin of any content You provide; or
  - g. Impersonates another person or entity, including, but not limited to, a Choice Payment Services, Inc. employee, forum leader, guide or host, or falsely states or otherwise misrepresents Your affiliation with a person or entity.
2. Collect or store personal data about other users in connection with any prohibited conduct and activities;
3. Use the Choice Payment Services, Inc. Sites in any manner that could damage, disable, overburden, or impair any Choice Payment Services, Inc. server, or network(s) connections; disobey any requirements, procedures, policies, or regulations of networks connected to the Choice Payment Services, Inc. Sites; or interfere with any other party's use and enjoyment of the Choice Payment Services, Inc. Sites;
4. Attempt to gain unauthorized access to any Choice Payment Services, Inc. Site content, other accounts, computer systems, or networks connected to any Choice Payment Services, Inc. server through hacking, password mining, scraping, or by any other means to obtain any materials or information not intentionally made available on the Choice Payment Services, Inc. Sites;
5. Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law; or
6. Provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

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## **General Provisions**

**Governing Law:** These TOS and all claims related to them, their execution, or the performance of the parties under them, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or Your actual state or country of residence, and shall not be governed by the provisions of the United Nations Convention on Contracts for

the International Sale of Goods, the Brussels or Lugano Conventions, or the Rome or Rome 1 Conventions. If for any reason, a court of competent jurisdiction finds any provision or portion of these TOS to be unenforceable, the remainder of the TOS will continue in full force and effect.

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