

## **SMS Privacy Policy**

Financial Service Center is committed to protecting your privacy. This Privacy Policy (the "Policy") governs how we treat the Personal Information that we collect and receive from you in connection with your use of the SMS Service ("Service"), which we make available to you through a third-party service provider. This Policy is incorporated into the Terms of Service.

By using the Service, you agree to the terms of this Policy. Financial Service Center reserves the right, in its sole discretion, to modify or change this Policy at any time with or without prior notice to you. The date of the last update will be posted at the top of this Policy for your convenience. This Policy, and any changes, are effective as soon as posted. Your continued use of the Service following the posting of any changes to the Policy constitutes your full acceptance of those changes.

**"Personal Information"** is information that individually identifies you, such as your mobile phone number, user name, screen name, as well as any other Personal Information (social security number, driver's license number, passport number, address, email address, browsing history, or any data that identifies, relates to, or could reasonably be linked to you) that you choose to include in messages you send through the Service.

### **What Personal Information is collected about you:**

Through the use of the Service, Financial Service Center will receive the following information from our third party service provider: your mobile phone number when you send a text message to us, the text of messages that you send to other users of the Service, any user or screen name that you select in connection with the Service, as well as any comments or feedback regarding the Service that you send to us. You have the right to (i) request information about the personal data we may collect from you; and (ii) you have the right to request that we delete the personal information.

### **How Financial Service Center uses Personal Information about you:**

We use Personal Information to (a) provide you with the Service, (b) process and respond to inquiries, (c) improve the Service, (d) if necessary, contact you with important announcements or messages.

Each message that you send through the Service (either to us or to other users of the Service) is stored on our servers. We retain these messages on our servers. Financial Service Center utilizes servers and services owned by third parties. We will retain your data for as long as necessary to provide the service and for legal and operational purposes.

### **Disclosure of your information**

We will not rent or sell your Personal Information to other companies or individuals. We may use or disclose such information in any of the following limited circumstances:

- We have your consent.
- We need to enforce our Terms of Service.

- We provide such information to trusted businesses or persons for the sole purpose of processing Personal Information on our behalf. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Policy and appropriate confidentiality and security measures. If the third party fails to comply with our terms, Financial Service Center is not accountable in any way for any liability or reimbursement.
- We provide such information to a company controlled by, or under common control with, Financial Service Center for any purpose permitted by this Policy.
- We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights, or the legal rights of others, or defend against legal claims.
- We believe it is necessary to share Personal Information to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Financial Service Center Terms of Service, or as otherwise required by law.
- We transfer Personal Information about you if Financial Service Center is, or its assets are, acquired by or merged with another company.

## **Security**

Financial Service Center takes precautions to ensure the security of your Personal Information, including ensuring that our third-party service providers protect the security of your Personal Information. However, we cannot guarantee that hackers or unauthorized personnel will not gain access to your Personal Information despite our efforts. You should note that in using the Service, your information will travel through third party infrastructures which are not under our control (such as a third-party SMS delivery platform or your carrier network).

We cannot protect, nor does this Policy apply to, any information that you transmit to other users. You should never transmit personal or identifying information to other users.

Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties

## **Opting in**

A mobile user might opt-in by:

- Entering a phone number online,
- Sending an Mobile Originating (MO) message containing the word START, or
- Filling out a paper form that includes their phone number

## **Opting out**

The Financial Service Center third-party service provider gives you the ability to opt out of the Service for any reason. You can opt out by replying "STOP" at any time to a text from Financial Service Center.

Once requested, you will receive a confirmation, and you will no longer receive messages from Financial Service Center.

### **Children**

The Service is not intended for children under 18, and Financial Service Center does not knowingly collect information from children under the age of 18.

By using the Service, you are representing that you are at least 18.

### **Limitation of Liability for Disputes and Breaches**

Broadvoice shall not be held liable under any circumstances in the event of a breach, disagreement, or any other dispute between Financial Service Center and any of its customers, third parties, or individuals arising from such breach or dispute. All parties hereby acknowledge and agree that Broadvoice will not be liable for resolving, indemnifying, or assuming any liability related to disputes or issues that may arise between the Financial Service Center and any other parties, including, but not limited to, claims, damages, or legal actions resulting from such breaches, disagreements, or disputes.

### **Questions or concerns?**

If you have any additional questions regarding this Policy, please feel free to contact us any time by replying "HELP" at (770) 270-5597.

### **Discrimination**

We will not discriminate against you for exercising your rights under CCPA and CPRA