

COMMUNICATING WITH YOU

Borrower Name:

Account #:

TELEPHONE CALLS AND TEXT MESSAGES REGARDING YOUR LOAN. You agree that we may monitor and/or record any of your phone conversations with any of our representatives. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments, options to amend your Agreement with us and other important information. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You understand that the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private. **NO CONFIDENTIAL INFORMATION SHOULD BE SENT VIA TEXT MESSAGE.** By providing us with your cell or mobile telephone number, you authorize us to contact you from time to time regarding your application and loan at that number using text messages. Standard text messaging and/or calling charges by your communications carrier may apply. You may withdraw your consent at any time.

HOW TO UPDATE YOUR RECORDS. Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. 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 us at 302-328-1370 or through email to betty@ltp-de.com. You further agree to indemnify, defend and hold us, its subsidiaries, affiliates, officers, agents and other partners and employees 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 Notifications are provided for your convenience only.

ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS.

☒ **OPTIONAL:** By checking this box, you consent to our sending you advertising and telemarketing text messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice.

The checking of the box above will be deemed to be your signature acknowledging your consent to receive advertising and telemarketing Autodialed, Text Messages, Robocalls/Robotexts and telephone calls as described above to your mobile phone at 302-339-9030. We will send you a text message to that number confirming your opt-in to this agreement.

To receive SMS notifications you will need: (1) a SMS capable phone; (2) an active mobile phone account with a communication service provider that offers SMS services; and (3) sufficient storage capacity on your mobile phone.

You are not required to consent to advertising or telemarketing Text Messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive advertising or marketing Text Messages or marketing calls to the mobile number provided by replying STOP to any text message we send you, or by calling us at 302-328-1370 or emailing us at betty@ltp-de.com.

You understand that any Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Text Messages that we send you, and you agree that we shall have no liability for the cost of any Text Messages.

Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. You further agree to indemnify, defend and hold us, its subsidiaries, affiliates, officers, agents and other partners and employees 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 Notifications are provided for your convenience only.

OPT-OUT or STOP. This policy applies to the text messages sent by Loan Till Payday to our customers while and after they use our product. If you wish to stop receiving advertising and marketing text messages from us, reply to any text message we have sent you and in the reply text simply type STOP. If you wish to stop receiving all text messages from us, including those with information about payment due dates or missed payments, type STOP

ALL in the reply text you send us. Any withdrawal of your consent to send text messages will be effective in one day.

HELP OR SUPPORT. If at any time you need our contact information or information on how to stop text messages, reply to any text we sent you and in the reply simply type HELP. Upon receiving your text message we will send you a text with this information. We will send you no more than 2 advertising or telemarketing text messages or calls each week. In general, the messages we send to you provide you with information about your account, ways to reduce your payments and, if you checked the box above, potential offers, promotions, coupons and other marketing material. Some of the text messages we send you may include links to other websites. To access these websites you will need a web browser and internet access.

We may modify or terminate its SMS or text messaging services from time to time, for any reason and without notice, including the right to terminate SMS or text messaging with or without notice, without liability to you, any other user or any third party. We reserve the right to modify this SMS Disclosure from time to time without notice. It is your obligation to review the SMS Disclosure from time to time so that you are aware of any changes.

I AGREE TO RECEIVE CALLS AND MESSAGES FROM LOAN TILL PAYDAY AS DESCRIBED HEREIN

Customer Signature: _____ Print Name: _____ Date: _____

PRIVACY POLICY

Rev. June 2016

Your privacy is important to you. Protecting your privacy is important to us and our employees. We constantly strive to help our customers understand the type of information we collect and how we use or intend to use it. In an effort to remain a leader in our industry and serve our customers as effectively as possible, we employ modern technology to maintain our customer information. The following policy serves as a standard for all of our employees for collection, use, retention, and security of nonpublic personal information related to our loan programs.

What Information we Collect

We may collect "nonpublic personal information" about you from the following sources: Information we receive from third parties, such as consumer reporting agencies and other lenders, regarding your creditworthiness and credit history; Information about your loan transactions with us, such as your payment history and loan balances, and Information we receive from you on applications or other loan forms, such as your name, address, social security number, assets and income. "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a short-term loan to you. For example, as noted below, nonpublic personal information includes your name, social security number, payment history, and the like.

What Information we Disclose

We do not disclose nonpublic financial information about our customers or former customers to anyone, except as permitted by law. We are permitted by law to disclose nonpublic personal information about you to third parties in certain circumstances. For example, we may disclose nonpublic personal information about your loan to consumer reporting agencies and to government entities in response to subpoenas.

How we Protect your Personal Information

We maintain administrative, technical and physical safeguards designed to protect the personal information you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.