

About Performance Finance Text Payment & Other Text Options

The following information relates to the Text Payment & Other Text Options ("The Service") offered by Performance Finance, a division of Evergreen Bank Group. The Service allows our customers to communicate directly with our Integrated Text Response ("ITR") system vis SMS ("Text") on their mobile device.

How do I sign up for Text Payment & Other Text Options?

No enrollment is required. Simply send a text message to 844-702-TEXT (8398) and ask for your loan balance or to make a payment. The system will then first respond to authenticate you. By utilizing the Service, you certify that you are 18 or older and that (a) you are the account holder or (b) you have the account holder's permission to do so. Once authentication is complete, the system will then supply you with the information you requested.

Is it free?

There are no fees associated with Text Payment & Other Text Options, unless you request to make a payment. The fee to process a payment through the Service is \$3.00.

While we do not charge you for using the Service (other than for making a payment), message and data rates may apply. Depending on your text plan, you may be charged by your carrier.

Can I make a payment?

Yes! Simply send us a text to 844-702-TEXT (8398) and our service will respond with a service payment URL or link. When you click on this secure link, the browser will open on your mobile device and you will be prompted to key in your payment information.

How do I opt-out?

Since the Service is always initiated by you, the customer, there will be nothing to opt-out of. Even if you use this Service, Performance Finance will not use this Service to send other text communications to you. However, if you are enrolled in our Account Management platform, you may have enrolled to receive certain text alerts about your loan account. These text alerts are different than the TEXT PAYMENT alerts. You can opt-out of the Account Management Text alerts by logging into Account Management at www.goperformancefinance.com and clicking the Settings menu.

What are the Participating Carriers?

Text Payment & Other Text Options is available on many carriers including AT&T, U.S. Cellular, Verizon Wireless, Sprint, Virgin Mobile, Cricket, Boost, Nextel and T-Mobile. The Service is not compatible with all cell phone models. Performance Finance is not responsible for any delays upon sending or receiving text messages.

How do I get additional help?

For help, simply text HELP to 844-702-TEXT (8398), and the Text Payment & Other Text Options system will attempt to steer you in the right direction. Otherwise, please call Customer Service at 855-432-7720 or email at <u>customerservice@goperformancefinance.com</u>.

Privacy Policy

You can view our privacy policy by clicking here.



Text Payment & Other Text Options Terms and Conditions

Definitions. "You" means the person who uses, in any way, Text Payment & Other Text Options. "We," "our," "us," and "provider" refer to Performance Finance, as well as any other person or entity providing any service, applications or content to you from us or on our behalf.

"Applications" and/or "Content" refer to any file, device or software that can be downloaded by you to either a computer or a wireless device such as a handset or a personal digital assistant.

"Service" means Text Payment & Other Text Options, Applications, or Content.

Acceptance by You. By using the Service provided by us, you have agreed to be bound by these terms and conditions (this "Agreement"). If you do not agree with this Agreement, you must immediately cease using the Service. We may update or amend this Agreement at any time, and such amendments will be effective upon our posting of the updated Agreement at <u>www.goperformancefinance.com/terms-of-use/mobile-sms/</u> (the "Website"). We may also elect to send you a text message to your mobile number to advise you of such amendments. You may review this Agreement, and any amendments hereto, at any time by accessing the Website. If you do not agree to the Agreement as amended, you must immediately cease using the Service. Your continued access or use of the Service after such posting constitutes your consent to be bound by the Agreement, as amended.

Commands. Text Payment & Other Text Options uses technology which allows you to text most logical commands like, "What is my balance?", "I want to make a payment" or "I need help" and the Service will respond accordingly. There aren't any system-defined commands to the Service, but if you text a command that is unrecognizable, the system will either ask you to clarify or let you know that the command is invalid.

Contact Information. You represent that you are the account holder or you have the account holder's permission to enter your mobile number in the Service and that you will not initiate messages to the mobile phone of any other person or entity. You agree to maintain accurate, complete, and up-to-date information with the provider regarding your use of the Service, including that you agree to advise us immediately if you cease being the subscriber or regular user of your mobile number.

Fees. There are currently no service charge fees for the use of this Service, unless you are making a payment. The fee to process a payment through the Text Payment & Other Text Options system is \$3.00. However, you agree that Performance Finance has the right to institute or change the fees for the Service upon ten days' prior written notice to you. In addition, Performance Finance has the right to amend these terms and conditions from time to time by providing you with written notice of the amended terms and conditions.

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