



## Evergreen Bank Group Short Message Service (SMS) Terms of Use

### **Program Description**

Evergreen Bank Group (the Bank) and its service providers may use an automatic telephone dialing system (automated technology) to send you text messages via SMS about our products and services, important consumer protection alerts like fraud notifications using a short code (collectively “Campaign”). You may need to opt-in to specific Campaigns in which you have an interest. Your opt-in consent will only be used for the specific Campaign for which you requested texting and will not be shared or interpreted to cover other text messaging campaigns.

### **Evergreen Bank Group Conversational SMS Messaging**

Evergreen Bank Group conversational text messaging allows customers to communicate directly with our agents to ask questions, provide feedback, and make requests. Message and data rates may apply. Message frequency varies. These contacts will not contain any telemarketing, cross-marketing, solicitation, or advertising. You will have an opportunity to opt-out of such communications at the time of delivery replying STOP to opt-out or reply HELP for help. Carriers are not liable for delayed or undelivered messages.

### **Evergreen Bank Group MFA Text Campaign Details**

Evergreen Bank Group uses text codes to verify your identity for security purposes. A one-time authentication code is sent via SMS message to your mobile number after a live representative has obtained your verbal consent. You must then reply via text with the code you received to be authenticated. Message and data rates may apply. There will be only one message sent per request. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. You will have an opportunity to opt-out of such communications at the time of delivery by replying STOP to opt-out or reply HELP for help. Carriers are not liable for delayed or undelivered messages.

### **Evergreen Bank Group Payment Reminder Messaging**

Evergreen Bank Group uses SMS text messaging to service your account, send payment reminders or collect any amounts owed to us. Message and data rates may apply. There will be only one message sent per request. These contacts will not contain any telemarketing, cross-marketing, solicitation, or advertising. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery by replying STOP to opt-out or reply HELP for help. Carriers are not liable for delayed or undelivered messages.

### **Evergreen Bank Group Self-Service Text Messaging**

Evergreen Bank Group uses text messaging to allow customers to communicate directly with our Integrated Text Response (“ITR”) system to inquire on loan balances or to make a payment. Customers send a text message to 833-318-TEXT (8398) and ask for a loan balance or to make a payment. The system will then reply with requested information. Message frequency varies. Message and data rates may apply. These contacts will not contain any telemarketing, cross-marketing, solicitation, or advertising. You will have an opportunity to opt-out of such communications at the time of delivery by replying STOP to opt-out or reply HELP for help. Carriers are not liable for delayed or undelivered messages.

### **Terms and Conditions**

**Definitions.** “You” means the person who uses, in any way, Text Payment & Other Text Options or receives 2FA one-time codes. “We,” “our,” “us,” and “provider” refer to Evergreen Bank Group, 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 <https://www.evergreenbankgroup.com> (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 are not 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 is a service fee to process a payment through the Text Payment Campaign. Evergreen Bank Group has the right to institute or change the fees for the Service upon ten days’ prior written notice to you. In addition, Evergreen Bank Group 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. Message and data rates may apply. Message frequency may vary.

**Limitation of Liability.** You understand that the use of the Internet and other automated systems to access information and services through this Service involves risks. Information sent over the internet may not be secure. You understand and accept the risk that a third party may intercept information in a text or email you sent to us or in our response text or email. We are not responsible for errors or negligent use of the services offered by Text Payment & Other Text Options, including errors in information submitted through the website when making a payment, negligent handling or sharing of passwords, system, or communication failures, leaving a mobile device unattended while accessing the website, or transactions that Evergreen Bank Group reasonably believes were requested by you or with your authorization.

EVERGREEN BANK GROUP MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING AND/OR MOBILE BANKING SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. FURTHERMORE, EVERGREEN BANK GROUP MAKES NO REPRESENTATIONS OR WARRANTIES: (1) WITH REGARD TO THIRD PARTY SERVICE PROVIDERS’ PRODUCTS OR SERVICES, (2) THAT ITS MOBILE BANKING SERVICES WILL BE UNINTERRUPTED, OR (3) THAT THE MOBILE BANKING SERVICES WILL OPERATE WITHOUT ERROR. ACCORDINGLY, EVERGREEN BANK GROUP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE WHETHER DIRECT OR INDIRECT, COSTS, CHARGES OR EXPENSES INCURRED BY YOU DUE TO A DELAY IN OR THE INABILITY TO PROVIDE MOBILE BANKING SERVICES. YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS OR OUR DIRECTORS, OFFICERS OR EMPLOYEES WILL BE HELD LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, VIRUS, MALWARE LOSS OF DATA OR OTHER SIMILAR LOSS. IN NO EVENT WILL EVERGREEN BANK GROUP BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**Indemnification.** You agree to indemnify and hold us and our agents, officers, directors, employees, and affiliates harmless from any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney’s fees and costs) caused directly or indirectly by or arising directly or indirectly out of your use of your account or the Service, your violation of these Terms of Use or your violation of any laws, regulations, or third-party rights. When you agree to indemnify and hold another person or company harmless, you agree to protect, defend, and pay for certain amounts.

**Property Rights.** All information, text, images, graphics, and other materials (“content”) on the Service are subject to the copyrights and other intellectual property rights of Evergreen Bank Group, its agents, affiliates and/or licensors. All rights are reserved. Content on or accessed through the Service may be printed for your personal use. None of the content of the Service may be used, copied, modified, or transmitted for commercial or public use or distribution, nor modified or reposted to other websites, without Evergreen Bank Group’s express prior written consent. You agree to obtain Evergreen



Bank Group's prior written consent before linking the Service to any other website. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages, data or the content contained herein or for any other unauthorized purpose without our prior express written consent.

**Jurisdiction, Applicable Law, a Waiver of Jury Trial.** The Service is intended for use by consumers in the United States of America. Your access to and use of the Service and all terms and conditions herein are governed by the laws of the State of Illinois. Any action by or against Evergreen Bank Group related to the use of or access to the Service and its terms and conditions must be brought in the state or federal courts having jurisdiction located in Chicago, IL, and you hereby submit to the personal jurisdiction thereof. YOU KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THESE TERMS OF USE OR THE USE OF THE SERVICE.

**General Terms.** The terms and conditions set forth on the Service constitute the entire agreement between you and Evergreen Bank Group relating to access to and use of the Service. If any of the terms and conditions is held unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any of the remaining provisions. Nothing on the Service shall be deemed to modify the terms of any other agreements between you and Evergreen Bank Group for products or services. In addition to the terms and conditions above, supplemental terms and conditions may appear on specific pages of the website. In the event of a conflict, the supplemental terms and conditions and additional disclosures and disclaimers on the Service will govern for those sections or pages.

**Access Using a Mobile Device.** We do not charge you to text us via a mobile device; however, your wireless carrier may charge you for using your mobile device to access and use the Service. Please check with your wireless carrier regarding any airtime, data usage, roaming, text messaging and other charges that may apply when using your mobile device. You are responsible for all such charges.

You are responsible for your mobile device. We will not be held responsible for any damages arising from the loss or theft of your mobile device or from mobile account access by you or any other person (with or without your knowledge). If your mobile device is lost or stolen, contact your wireless carrier immediately to deactivate your mobile device.

You acknowledge and agree that the mobile version of this Service may experience delays, interruptions, or disruptions for an indeterminate amount of time due to circumstances beyond our reasonable control including, without limitation, any inaccuracy, interruption, or delay in transmission by the wireless carrier used to access the internet, or any interruption, disruption or failure caused by equipment malfunctions or damage. Carriers are not liable for delayed or undelivered messages.

**Privacy & Security:**

Information you submit or exchange by text message is subject to our Privacy Statement, which can be found at: <https://www.evergreenbankgroup.com/sms-privacy-statement.html>.