



## About Evergreen Bank Group Text Payment & Other Text Options

The following information relates to the Text Payment & Other Text Options (“The Service”) offered by Evergreen Bank Group. The Service allows our customers to communicate directly with our Integrated Text Response (“ITR”) system via 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 833-318-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 833-318-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 Text Payment & Other Text Options is initiated by you, the customer, there will be nothing to opt-out of. Even if you use Text Payment & Other Text Options, Evergreen Bank Group will not use this Service to send other text communications to you. However, if you are enrolled in our Online Banking platform, you may have enrolled to receive certain text alerts about your loan account. These text alerts are different than the alerts associated with this Service. You can opt-out of the Online Banking text alerts by logging into Online Banking at [www.evergreenbankgroup.com](http://www.evergreenbankgroup.com) and clicking the **Options** 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. Evergreen Bank Group is not responsible for any delays upon sending or receiving text messages.

### How do I get additional help?

For help, simply text HELP to 833-318-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 (888) 505-BANK(2265) or email at [loanops@evergreenbankgroup.com](mailto:loanops@evergreenbankgroup.com).



## 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 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 [www.EvergreenBankGroup.com/terms-of-use/mobile-sms/](http://www.EvergreenBankGroup.com/terms-of-use/mobile-sms/) (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 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.

**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.



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**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.

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