

# **TCPA Consent, Privacy & CONSENT FOR SMS/TEXTING**

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your loan and/or account, at any telephone number, or physical or electronic address you provide or at which you may be reached.

You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system, ringless voicemail system or an automatic texting system.

Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with

information or questions about your application, loan and/or account.

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted and consent to receive calls at each of the telephone numbers you have provided to us.

You agree to promptly alert us whenever you stop using a particular telephone number.

Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future.

We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

To ensure that consumer's inquiries are handled promptly, courteously, and accurately, some of the phone calls between you and us or any of our affiliates, agents, assigns and service providers, may be monitored and recorded by us and any of our affiliates, agents, assigns and service providers, to enhance service to you. You consent to this monitoring and recording. You agree that American Mortgage Solutions and/or The American Mortgage Solutions Team ("us", "we", or "our") may from time to time make calls and/or send text messages to you at any telephone number associated with your

account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further agree that American Mortgage Solutions and/or The American Mortgage Solutions Team (“us”, “we”, or “our”) may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law. Consent may be revoked at any time and by any reasonable means.

#### CONSENT FOR SMS/TEXTING

If a mobile number is provided, we may text you, via one-to-one to cell phones, using group text application or through office lines or online phone systems using Ringcentral, SMS 360, SMS Magic, Jungo, Salesforce or any other type of automated SMS Text messaging platform either via one-one or as a mass SMS Text to multiple mobile numbers at one time information about your application or loan either as a lead or a loan in process before, during and/or after your mortgage loan the transaction is closed and/or funded. You also agree to receive updates about Market updates and from time to time as well as follow up SMS/Text messages concerning but not limited to any type of Marketing information, industry updates, Mortgage review follow ups, Holiday Announcement, Note Card follow ups and requests to refer our services. American Mortgage Solutions and/or The American Mortgage Solutions Team (“us”, “we”, or “our”) does not charge to send or receive text messages as part of our application process. However, messages and data rates may apply. Please consult with your wireless carrier for applicable text messaging fees.

Once your mobile device has been activated, you may reply STOP to opt-out of the service or call (859) 983-7557. We will only send you updates on the status of your application.

Supported mobile service providers include: Alltel (part of Verizon), Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular One from Dobson (part of AT&T), Cellular One of East Central Illinois, Cellular South, Centennial Wireless, Cincinnati Bell, Cox Wireless, Immix Wireless, Nextel (part of Sprint), nTelos Wireless, Revol Wireless, Sprint, T-Mobile, Unicel, US Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless

We may modify or terminate our text messaging services from time to time, for any reason and without notice, including the right to terminate text messaging without notice, without liability to you, any other user or a third party. We reserve the right to modify these Terms of Use from time to time without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you. You agree to provide a valid mobile phone number for these services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fee) 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 Statement Notification are provided for your convenience only.

Your consent here also serves as your express written consent to your past receipt of electronic communications from us.

You represent and warrant that:

- You are at least 18 years old
- You live in the United States
- You have not registered on a national or statewide Do Not Call list
- You are the account holder for the email addresses and phone numbers you provided, or you have authorization from the account holder to give this consent
- The email addresses and phone numbers you provided are accurate, and you will let us know if you release them to another person or individual
- Our mobile service is available only in certain states. Certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.