



TEXAR Text Offers and Information

Terms and Conditions

By texting "Yes" and opting-in to TEXAR Text Offers and Information, you agree to the following terms and conditions:

- a. You consent to receive text messages containing special offers or referencing products we think might be useful to you. These text messages will be delivered to you using an automated dialing system. You agree to receive these messages at the number of the phone that you used to opt-in, which you own or are authorized to provide. Your consent to receive these automated text messages is not a condition of receiving any TEXAR product or service. You may revoke your consent at any time.
- b. To revoke your consent at any time text "**STOP**" to 903-223-0000, 903-223-5626, or 903-334-0756. For help or further information text "**HELP**" to 903-223-0000, 903-223-5626, or 903-334-0756.
- c. TEXAR charges no fee for this text service, but your cellular carrier's message and data rates may apply. Participating carriers include AT&T, Verizon, T-Mobile, and Sprint.
- d. **Text messages are not encrypted. Do not attempt to send sensitive information via text messaging. TEXAR will never ask that you send us sensitive information via text message.** If you receive a text message purported to be from TEXAR and requesting sensitive information, please do not respond and contact TEXAR immediately by phone at 903-223-0000 during regular business hours.
- e. TEXAR makes no warranty regarding availability or reliability of this service, and TEXAR shall have no liability related to any delay or failure in the delivery or receipt of messages from TEXAR Text Offers and Information.
- f. TEXAR may change these terms and conditions at any time. Updated terms and conditions shall be effective when posted to TEXAR's website. You agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of this service after the terms and conditions have been changed shall constitute your acceptance of the new terms and conditions.
- g. TEXAR may cancel your subscription to this text messaging service at any time without notice to you.
- h. Depending on your relationship with TEXAR, the terms of other agreements may apply to your use of TEXAR Text Offers and Information. At a minimum, use of TEXAR Text Offers and Information by TEXAR members shall be subject to the terms of the TEXAR Membership and Account Agreement.
- i. You agree that any action, dispute, claim or controversy of any nature between you and TEXAR arising from or related to TEXAR Text Offers and Information, other than claims properly filed in small claims court, will be subject to and resolved by binding arbitration pursuant to the Commercial Arbitration rules of the American Arbitration Association upon written request by either party at any time before, or written 90 days after, proper service of a formal claim.
- j. This agreement will be governed by and interpreted in accordance with federal law and regulations, and to the extent there is no applicable federal law or regulation, by the laws of Texas.
- k. For TEXAR active loan participants, you will receive up to 3 payment reminders each month via text message for each one of your TEXAR loan/lease accounts. The first payment reminder will be sent out 5 days before your loan payment is due, the second payment reminder will be sent out the day your loan payment is due, and a third payment reminder will be sent if you are 10 days past due on your loan payment. Reply HELP for help, NO to cancel payment reminders on one account and ALL to cancel payment reminders on all accounts. Message and data rates may apply. Carriers are not liable for delayed or undelivered messages.

TEXAR respects your privacy. We will not share or use your mobile number for any other purpose. We will only use information you provide to transmit your text message. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such information is untrue, inaccurate or incomplete, we may refuse you access to the service and pursue any appropriate legal remedies.

View TEXAR's Privacy Policy at <https://www.gotexar.com/privacy-policy>