#### **ELECTRONIC PRIVACY NOTICE**

This privacy notice discloses the privacy practices for <a href="http://www.phoenixcompanies.biz">http://www.phoenixcompanies.biz</a> including connecting to site <a href="http://www.paypfs.com/">http://www.paypfs.com/</a> aka <a href="https://mypayrazr.com/NewPortalWeb/m/76b4dc1a-d24b-4ffd-92ef-33d7ce686d94/login">https://mypayrazr.com/NewPortalWeb/m/76b4dc1a-d24b-4ffd-92ef-33d7ce686d94/login</a>. This privacy notice applies solely to information collected by these websites. It will notify you of the following:

- 1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
- 2. What choices are available to you regarding the use of your data.
- 3. The security procedures in place to protect the misuse of your information.
- 4. How you can correct any inaccuracies in the information.

#### Information Collection, Use, and Sharing

We are the sole owners of the information collected on the above sites. We only have access to/collect information that you voluntarily give us via email, text, through online submission, or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization or assigns, except as necessary to fulfill your request, e.g. to submit and process a payment.

Unless you ask us not to (outside of you contractual time period), we may contact you via email or text in the future to tell you about specials, new products or services, or changes to this privacy policy.

#### **Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time, unless the retail installment contract which granted us permission as the assignee of our client to contact you is still in effect. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any out-of-date data we have about you.
- Express any concern you have about our use of your data.

#### Text Messages and Other Communications to a Telephone

You authorize us to contact you, including by sending text messages directly or through a conduit text messaging service and other communications to a cell phone using an automatic telephone dialing system or an artificial or prerecorded voice message, at any number you provide. You acknowledge that any text messages or prerecorded messages sent by us may contain sales or marketing content. You may revoke your consent for us to contact you at a specified telephone number by communicating your revocation to us through any reasonable means. Message and data rates may apply, Message frequency may vary. Reply STOP to opt out. Mobile information gathered in Opt-In or SMS campaigns will not be shared with Third Parties or affiliates for Marketing or any other purpose. The Texting Service Providers, Cell phone carriers E.g. T-Mobile, Verizon, AT&T etc are not liable for delayed or undelivered messages"

## Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to our billing provider, and eventually to us, in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees or subcontractors who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this Electronic privacy policy, you should contact us immediately via telephone at 1-888-741-5936 or via email at customerservice@phoenixcompanies.biz.

## PHOENIX FINANCIAL SOLUTIONS

#### PHOENIX FINANCIAL SOLUTIONS - PRIVACY POLICY

#### DEAR VALUED CUSTOMER:

Our company respects your concern for privacy. Our goal is to respond to your inquiries, to provide better customer service, and to provide products, services, and other promotional information that you request and that we believe may help meet your needs or be of interest to you. However, we recognize that we have an important responsibility to protect that privacy and security of the nonpublic personal information we collect from you. Therefore, we want you to understand our information sharing practices and for you to know that they are designed to meet strict legal requirements and ensure the confidentiality of your information.

## <u>Text Messages and Other Communications to a Telephone</u>

You authorize us to contact you, including by sending text messages directly or through a conduit text messaging service and other communications to a cell phone using an automatic telephone dialing system or an artificial or prerecorded voice message, at any number you provide. You acknowledge that any text messages or prerecorded messages sent by us may contain sales or marketing content. You may revoke your consent for us to contact you at a specified telephone number by communicating your revocation to us through any reasonable means. Message and data rates may apply, Message frequency may vary. Reply STOP to opt out. Mobile information gathered in Opt In or SMS campaigns will not be shared with Third Parties or affiliates for Marketing or any other purpose. The Texting Service Providers, Cell phone carriers E.g. T-Mobile, Verizon, AT&T etc are not liable for delayed or undelivered messages"

#### THE TYPE OF INFORMATION WE COLLECT

The type of information that we collect depends upon the product or service that we are providing to you or that you are asking about. We collect information that you provide to us on applications and other forms; information about your transactions with us, our affiliates, or others; and information that is provided to us by third parties including credit reporting agencies, individual referenced services public record data bases, and other recognized providers of nonpublic personal information.

The information we collect May include identifying information such as your name, address, birth date, social security number, and other information on how to contact you; your credit worthiness, credit score and credit history, as well as transaction information such as account activity and loan terms. We may also collect financial information such as your income, assets and employment status, information about your spouse or dependents, and/or certain demographic information. If you apply for an insurance product, we may collect limited health information on your application.

#### **HOW WE TREAT THE INFORMATION**

Our company is committed to the security and confidentiality of your nonpublic personal information. We do not disclose, nor do we reserve the right to disclose, any nonpublic personal information about our customers or former customers to anyone, except as authorized by you or as otherwise permitted by law In addition to reasonable physical, procedural and electronic security measures, our security practices include limiting access to this information to those employees and business associates with appropriate authority and for intended business purposes only. We explain the importance of protecting your nonpublic personal information to our employees and take appropriate measures to enforce employee responsibilities regarding our Privacy Policy.

## **DISCLOSURES TO AFFILIATED ENTITIES**

We may share the information we collect, as listed above, with affiliated entities. You have a right to prevent the sharing of information, except for the sharing of information relating solely to your transactions with us (such as your payment history) or our experiences with you. If you do not want us to share this information with our affiliates, please let us know.

## **DISCLOSURES TO NON-AFFILIATED ENTITIES**

We may share the information we collect, as listed above, to non-affiliated third parties for the purpose of offering products and services that may be of value to you. Organizations that may receive your information include, but are not limited to financial institutions such as motor vehicle lenders or lessors, mortgage brokers and insurance agents, non-financial companies, such as retailers, publishers and direct marketers, providers of aftermarket products such as Guaranteed Automobile Protection products, warranties and service contracts, and others such as trade associations and nonprofit organizations. In addition, we may disclose certain information to affiliates and nonaffiliated third parties, as applicable and as permitted or required by law or court order. We will disclose such information only with organizations that agree to treat it confidentially and to use it only for the purposes intended.

# PHOENIX FINANCIAL SOLUTIONS Terms and Conditions ("Terms")

Please read these terms and conditions carefully before using Our Service.

## Interpretation and Definitions

## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For the purposes of these Terms and Conditions:

- "Affiliate" means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- "Account" means a unique account created for You to access our Service or parts of our Service.
- "Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to PHOENIX FINANCIAL SOLUTIONS
- · "Country" refers to United States of America.
- "Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- "Device" means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- "Feedback" means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- "Products" refer to the products or items offered for sale on the Service.
- "Orders" mean a request by You to purchase Products from Us.
- "Promotions" refer to contests, sweepstakes or other promotions offered through the Service.
- "Service" refers to the Website.
- "Terms and Conditions" (also referred as "Terms") mean these Terms and Conditions that form
  the entire agreement between You and the Company regarding the use of the Service. This Terms
  and Conditions Agreement was generated by TermsFeed Terms and Conditions Generator.
- "Third-party Social Media Service" means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- "You" means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### **User Accounts**

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## Text Messages and Other Communications to a Telephone

You authorize us to contact you, including by sending text messages directly or through a conduit text messaging service and other communications to a cell phone using an automatic telephone dialing system or an artificial or prerecorded voice message, at any number you provide. You acknowledge that any text messages or prerecorded messages sent by us may contain sales or marketing content. You may revoke your consent for us to contact you at a specified telephone number by communicating your revocation to us through any reasonable means. Message and data rates may apply, Message frequency may vary. Reply STOP to opt out. Mobile information gathered in Opt In or SMS campaigns will not be shared with Third Parties or affiliates for Marketing or any other purpose. The Texting Service Providers, Cell phone carriers E.g. T-Mobile, Verizon, AT&T etc are not liable for delayed or undelivered messages"

# Copyright Policy

# Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

## Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

#### **Promotions**

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

Phone: (419) 342-2151