

TERMS AND CONDITIONS

Last updated: July 2020

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Indemnification

In the event that any legal action is taken resulting from your use of this Web Site or any unsolicited information provided by you, you agree to defend, indemnify, hold harmless, and pay any reasonable legal and accounting fees without limitation incurred by XACT, its affiliates, its and their directors, officers, employees, agents, investors, or licensors. XACT shall have the right, at its option and expense, to participate in the defense and /or settlement of any claim or action, or to assume the exclusive defense and control of any matter otherwise subject to indemnification by you without relieving your indemnification obligations. In no event shall you settle any suit or claim imposing any liability or other obligations on the Parties without its prior written consent.

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These Terms and Conditions of Use shall be construed in accordance with the laws of the State of Ohio.

Minors

Minors This Web Site is not directed at children under the age of thirteen years old. XACT does not knowingly collect personal information from children under thirteen years old from this Web Site.

Web Site Security

You are prohibited from violating or attempting to violate the security of this Web Site, including, but not limited to the following activities: (1) accessing data not intended for you or obtaining personal information about any XACT Web Site user or customer; (2) attempting to probe, test, or scan the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (3) attempting to interfere with service to any user, host or network, or otherwise disrupt XACT business, including, without limitation, by submitting a virus to the Web Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;", or sending unsolicited email, including promotions and/or advertising of products or services.

Mobile Terms and Conditions

Effective Date: MAY 1, 2020

Transactional Texts

To receive Account Management Messages from XACT through your mobile device, text JOIN to **35694** to receive text messages regarding your loan. Message and data rates may apply. By opting in to this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services. By signing up, you are confirming you are over the age of 18.

To opt into marketing text, such as marketing related please text JOIN to **91864**

STOP Information

Text **STOP** to **35694** to stop receiving Account Management Messages from XACT (you will receive a confirmation text).

Text **STOP** to **91864** to stop receiving Marketing Messages from XACT (you will receive a confirmation text).

HELP Information

For additional information, text **HELP** to **35694** or contact 800-561-2274.

Supported carriers are:

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush. T-Mobile is not liable for delayed or undelivered messages.

We take your privacy seriously. Please visit <https://www.axcess-financial.com/privacy-policy/> to review our privacy policy.

Authorization for the Social Security Administration to Disclose Your Social Security

I authorize the Social Security Administration (SSA) to verify my Social Security number (SSN) to match my name, SSN, and date of birth that I submitted for this application/transaction with information in SSA records and to disclose to: **Xact Loan (Capital Community Bank)** a match or no-match response concerning the results of the SSN verification for the following purpose of the other purpose