

## Who we are and what we do

Freedom Cash Lenders is a Tribal enterprise, wholly owned and operated by the Big Valley Band of Pomo Indians, a federally-recognized American Indian tribe and sovereign government. Any Agreement entered into as a result of this Application shall be governed by applicable Tribal and federal law. This web site's contents do not signify a solicitation or offer for a loan or cash advances in all states. Areas of operation may change with or without notice. Services mentioned on this site may or may not be available in your particular state. Each aspect of, communication, and transaction, with/on this site will be deemed to have occurred in Freedom Cash Lenders' Big Valley Band of Pomo Indian Reservation offices, regardless of the location where you are accessing or viewing this site. All content, existing and/or submitted to and in association with this site will be considered Freedom Cash Lenders' copyrighted property. All communications with the company are deemed confidential. Any unauthorized reproduction, distribution, or disclosure is prohibited without the company's express written consent.

Freedom Cash Lenders ("Company" or "we" or "our"), owns and operates the website located at [www.freedomcashlenders.com](http://www.freedomcashlenders.com), (the "Site"). Through the Site, Company operates a prospective customer data base (the "Service"), by which it compiles, sorts and sells contact information to businesses on behalf of individual consumers who have shown an interest in applying for a business' products or services and has affirmatively asked to be contacted by a representative of a product or service business. Company utilizes third party vendors, third party affiliates, and a variety of media advertisements to promote the Site to consumers interested in completing an online application at our Site or to supplement our database by purchasing their database of consumers who have completed applications on websites other than Company's and have affirmatively requested receipt of information about product or service offerings similar to those offered on Company's Site.

Company may also promote its product and service offerings through e-mail, telephone or other electronic advertisements methods or solicitations to consumers who have selected the opt-in option with on our website or the website of other vendors or affiliates or list managers associated with the Company. List Members will then receive email or telephone contacts only for so long as they wish to continue to receive such contacts.

List Members can get off our telephone and e-mail contact lists at any time, no questions asked. You can remove yourself from further contact from Company by clicking on the OPT-Out link contained in each e-mail, or by sending in your OPT-Out request via e-mail to [info@www.freedomcashlender.com](mailto:info@www.freedomcashlender.com).

If you choose to remove or unsubscribe yourself from our contact list, if applicable, we will also notify and forward your name and contact information to the specific vendor or affiliate marketer who provided your informational request to us so that they can include your name on their do-not-contact list too. Please bear in mind that if your information was purchased by Freedom Cash Lenders commercially from a third party vendor, Company may not be the only data company your contact information was sold to. Additionally, our third party vendor or affiliate may have purchased your contact information from someone else and thus you may continue to receive contacts from those companies as well. Company is not responsible for stopping all unwanted contacts from sources beyond our immediate control.

## SMS POLICY AND TELEPHONE CONSUMER PROTECTION ACT (TCPA)

You agree that by submitting your information and telephone number on our website, you are providing express written consent and agree to receive telemarketing calls, auto-dialed calls, pre-recorded calls, text messages ("SMS Messages"), from us and our third-party advertisers. Your consent is not required to submit a request or purchase any goods or services. Our website strives to remain in full compliance with the provisions of the Telephone Consumer Protection Act (TCPA) and therefore, we do not call, send SMS messages, or send voicemails to any consumer without the consumer's prior express consent. You understand that standard data and messaging rates apply to all SMS correspondence and that all charges are billed by and payable to your mobile service provider. You further represent that you are the owner/authorized user of the wireless device on which messages will be received. SMS message services are provided on an AS IS basis and we do not guarantee that your use of the SMS Service will be secure or free of error. You may opt out of the SMS Service at any time by replying "STOP" or "OPT-OUT" to the SMS text message you have received or clicking the Opt-Out link on the text message you have received. Notwithstanding that your mobile telephone number may be listed on Federal or State Do-Not-Call registry, we retain the right to contact you via SMS Messages once you have provided express written consent.

You agree and consent to be contacted by the Company, Our agents, employees, attorneys, affiliates, subsequent creditors, loan servicing companies, and third-party collectors through the use of email, and/or telephone calls and/or SMS text messages to your cellular, home or work phone numbers, as well as any other phone number you have provided in conjunction with this loan, including the use of automatic telephone dialing systems, autodialers, or an artificial or prerecorded voice.

### Opt-in

To Opt-in, you can complete an application, or sign agreements and any addendum with Freedom Cash Lenders and you will be automatically added to our free SMS courtesy text services.

### Opt-out

To cancel SMS courtesy text message services, simply reply STOP to the message received to opt-out of respective text message services. Text STOP to the message you receive!

### Help or Support

For help or additional information regarding our texting services email us at [customerservice@freedomcashlenders.com](mailto:customerservice@freedomcashlenders.com) or reply "HELP" anytime from your mobile device to the message you receive.

## Your privacy is important to us and it is our concern

We recognize the importance of protecting your personal information. We collect and retain information about you to communicate with you, to process your requests for products and services, and to inform you about other financial services that may be of interest to you through our news letter. Except as explained here in our Privacy Policy, we do not sell nonpublic personal information about current or former customers, nor do we share this type of information with anyone other than our affiliates and only when our customers agree and opt-in to allow us to share your information with our affiliates. The examples in this Privacy Policy are illustrative only and are not intended to be exclusive.

We know your information is sensitive and because our lenders require sensitive information to consider you for a loan, we take extra strides to make sure we validate and monitor our lenders and our affiliates. We want our consumers to feel comfortable using the Site and submitting their information into our forms. To that end, we have created this Privacy Policy to let you know what information we may collect from you on the Site and through the Service and how we may use that information. Please take a moment to review the terms of our Privacy Policy. By using the Site and participating in the Service, you agree to accept the terms of our Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use the Site or participate in the Service.

If you have an existing loan with Freedom Cash Lenders and are accessing your member system through your member login, your information and activity valued customer is kept confidential and not shared with any affiliate marketing company.

## Minors under the age of 18

Freedom Cash Lenders does not knowingly collect personally identifiable information from minors under 18 years of age.



## General information collection and use

www.freedomcashlenders.com collects information through the Site from our prospective and existing customers at several different points on our web sites. We use contact information to send information about our company and to service existing accounts. Users may opt-out of receiving future mailings; see the choice/opt-out section below. Contact and Financial information that is collected is used for verifying your name, address and other information. Not all information asked for on our site is required when you fill out our forms. Only Name, City, State, Address, Zip Code, Work Phone, Home Phone, Email Address, House Type, Place of Employment, Years Employed, Monthly Income, Loan Desired, and Best Time to Call. Information about your computer hardware and software is automatically collected by www.freedomcashlenders.com and may be shared in aggregate with third parties whose services are used for traffic analysis purposes. This information includes: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by www.freedomcashlenders.com to maintain and improve the quality of the service and to generate statistics regarding use of the Site. The site does not use third party databases to correct or update the information you submit to us for any reason.

## Choice/opt-out

Our site provides users the opportunity to opt-out of receiving communications from us and our partners as previously described above.

This site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service.

You can send e-mail to [info@www.freedomcashlenders.com](mailto:info@www.freedomcashlenders.com).

Please note that participation in certain activities on our web site may be limited if personally identifiable information is not submitted for the user. E-mail addresses and phone numbers received in an opt-out request will be added to our internal Do-Not-Contact registry within ten (10) Business days following receipt.

## To Limit our Sharing

To Opt-Out of future sharing of information, or solicitations offered by us, you can do one or more of the following: Option 1: Call 877-483-5805 and speak to an agent. Option 2: email us at [CustomerService@Freedomcashlenders.com](mailto:CustomerService@Freedomcashlenders.com) and ask to be opted out of sharing or solicitations.

Please Note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice. However, you can contact us at any time to limit our sharing. **Cookies**

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. If a user rejects the cookie, they may still use our site however without cookies the user may not have access to certain features on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. To do this we may use a 3<sup>rd</sup> party tracking utility service.

Some of our business partners use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies once set on our site.

## Links

This web site contains links to other sites. Please be aware that Company is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by Company even in cases where we may frame another site with our own.

## Security

We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities. When we transmit highly confidential information (such as a Social Security number or bank account information) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

## Disclosure

We cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Agreement. By way of example (without limiting the foregoing), we may be forced to disclose information to the government or third parties under certain circumstances as required by law, third parties may unlawfully intercept or access transmissions or private communications.

In addition, as noted above, if you opt-out of future contact from Company by using the opt-out mechanism provided in each e-mail we send to you on behalf of a third party service provider other than Company, we will provide your email address to the third party service provider so that the third party service provider can add your name and contact information to its own do-not-contact list.

Finally, Company reserves the right to disclose member information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Company's rights or property, other visitors, members, or anyone else that could be harmed by such activities. Company also reserves the right to disclose visitor or member information when we believe in good faith that the law requires it.

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Web site.

## Collection and use of bank account information:

If we extend credit to a consumer, we will consider the bank account information provided by the consumer as eligible for us to process payments against. In addition, as part of our information collection process, we may detect additional bank accounts under the ownership of the consumer. We will consider these additional accounts to be part of the application process.

## Sharing information with affiliates

When you submit your request for information or quote, you are granting permission to be contacted by www.freedomcashlenders.com or affiliated third parties. We share the contact and loan request data you submit on the application form and www.freedomcashlenders.com account number information with affiliated companies such as banks, commercial lenders and licensed loan brokers to fulfill information requests we receive from you, to provide you with superior service, inform you of product and service opportunities that may be of interest to you, and for other business purposes, we may disclose all of the information we collect, as described above, to the following types of affiliated companies: financial service providers. An "affiliate company" is a company under legal contract with www.freedomcashlenders.com to fulfill services or is a company owned in whole or in part by www.freedomcashlenders.com.

Your financial information is not shown to any 3<sup>rd</sup> party that is related to any other products other than a installment, payday or cash advance loan. This is in compliance with federal laws.



## Sharing information with co-branded partners

Some of the services offered on our website are co-branded with contracted partners. Co-Branded offerings will be identified directly on the website page or form for the product or service you choose prior to you having to submit the application information. Where a co-branded product or service provider is identified your Personally Identifiable information will be provided directly to that provider's website, not [www.freedomcashlenders.com](http://www.freedomcashlenders.com). The Product or Service provider shall control your data once submitted to them. For purposes of identification and tracking, your contact information (name, Address, Phone, e-mail address, etc.) is shared with [www.freedomcashlenders.com](http://www.freedomcashlenders.com).

We may use personal information to provide the services you've requested, including services that display customized content and advertising. In addition to any fee of which you are notified, your provider's standard messaging rates apply to our confirmation and all subsequent SMS correspondence. You may opt-out and remove your SMS information by sending "STOP", "END", "QUIT" to the SMS text message you have received. If you remove your SMS information from our database it will no longer be used by us for secondary purposes, disclosed to third parties, or used by us or third parties to send promotional correspondence to you.

## Do Not Call Registry Compliance:

By submitting personal contact and/or financial information, the user hereby grants written permission to [www.freedomcashlenders.com](http://www.freedomcashlenders.com), its affiliated sites, and its business partners for contact via telephone, mail, and/or e-mail. Further, by registering at [www.freedomcashlenders.com](http://www.freedomcashlenders.com) you are consenting to receive phone calls from [www.freedomcashlenders.com](http://www.freedomcashlenders.com), its affiliated sites, and its business partners for contact via telephone, including but not limited to lenders that may contact you regarding a loan and thereby registrants waive their right to file a claim with the FTC or any other agency in reference to these calls or contacts.

## Our former customers

We treat information about our former customers in the same manner as we treat information about our current customers.

## Confidentiality and security

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information against unauthorized access or use.

Maintaining the accuracy of your information is a shared responsibility. We maintain the integrity of the information you provide us and will update your records when you notify us of a change. Please contact us at the address or phone number listed below when information concerning you changes.

## Site and service updates

We will send the user site and service announcement updates. Members are not able to un-subscribe from service announcements, which contain important information about the service. We also communicate with user to provide requested services and in regards to issues relating to the account via e-mail or telephone when requested.

## Notification of changes

If at any point we decide to use personally identifiable information in a manner materially different from that stated at the time it was collected, we will prominently post a notice on the website for 30 days. We may also make a reasonable effort to notify users by way of an e-mail. Users have a choice as to whether or not we use their information in this materially different manner.

## Correct / Update Information

If you would like to verify any data that we have received from you, make any corrections or disable the use of your personal information, please contact us at [info@www.freedomcashlenders.com](mailto:info@www.freedomcashlenders.com)

## E-Consent

Beginning of E-Consent Section:

Please read this information carefully and print a copy and/or retain this information for future reference.

Should Freedom Cash Lenders not be able to offer you a loan because you do not meet the lending criteria, you will be presented to one of our associated network lenders or 3rd party lenders. To that end, your completion of the application on this site will be presented to this trusted network of lenders.

In order to offer you a loan, the third party lenders need your consent to use and accept electronic signatures, records, and disclosures ("E-Consent"). This form notifies you of your rights when receiving electronic disclosures, notices, and information. By clicking on the link assenting to our terms, you acknowledge that you received this E-Consent and that you consent to conduct transactions using electronic signatures, electronic disclosures, electronic records, and electronic contract documents ("Disclosures").

### Option for Paper or Non-Electronic Records

You may request any Disclosures in paper copy by contacting the third party lender directly. The lenders will provide paper copies at no charge. The lenders will retain all Disclosures as applicable law requires.

### Scope of Consent

This E-Consent applies to all interactions online concerning you and the third party lender and includes those interactions engaged in on any mobile device, including phones, smart-phones, and tablets. By exercising this E-Consent, the third party lender may process your information and interact during all online interactions with you electronically. The lender may also send you notices electronically related to its interactions and transactions. Disclosures may be provided online at our or third party lenders' websites, and may be provided by e-mail.

### Consenting to Do Business Electronically

Before you decide to do business electronically with the third party lenders, you should consider whether you have the required hardware and software capabilities described below.

### Hardware and Software Requirements

To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: A PC or MAC compatible computer or other device capable of accessing the Internet, a valid e-mail account, and a valid Internet Browser that supports at least 400 bit

other device capable of accessing the internet, access to an e-mail account, and an internet browser software program that supports at least 128 bit encryption, such as Microsoft® Edge, Internet Explorer, or Mozilla Firefox®. To read some documents, you may need a PDF file reader like Adobe® Acrobat Reader X® or Foxit®. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the Disclosures for future reference. You may send any questions regarding the hardware and software requirements directly to the third party lenders.

#### Withdrawing Consent

Your E-Consent for our service and for our third-party lenders' consideration of your request cannot be withdrawn because it is a one-time transaction. If you are connected with one or more third-party lenders, you are free to withdraw your E-Consent with those third-party lenders at any time and at no charge. However, if you withdraw this E-Consent before receiving credit, you may be prevented from obtaining credit from the lender. Contact the third-party lender directly if you wish to withdraw this E-consent. If you decide to withdraw this E-Consent, the legal effectiveness, validity, and enforceability of prior electronic disclosures will not be affected.

#### Change to Your Contact Information

You should keep third party lenders informed of any change in your electronic address or mailing address. You may update such information by logging into the third party lender's website or by sending the lender a written update by mail.

#### YOUR ABILITY TO ACCESS DISCLOSURES

BY CLICKING THE LINK, YOU ASSENT TO OUR TERMS. YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

#### CONSENT

BY CLICKING THE LINK, YOU CONSENT TO THE TERMS. YOU ACKNOWLEDGE YOU HAVE READ THIS INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE LENDER ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH WILL BE PROVIDED TO YOU AT NO CHARGE. IF YOU REFRAIN FROM PROCEEDING THEN YOU NEITHER WISH TO USE ELECTRONIC SIGNATURES NOR CONDUCT THIS TRANSACTION ELECTRONICALLY. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC DISCLOSURES IS REQUIRED TO RECEIVE SERVICES FROM THIRD PARTY LENDERS OVER THE INTERNET.

#### END OF eConsent section

Our email address:

CustomerService@freedomcashlenders.com

www.freedomcashlenders.com

#### Our Affiliates

Our affiliates include other business entities of the Big Valley Band of Pomo Indians of the Big Valley Rancheria.