

Terms and Conditions for Credit Card and Electronic Check Payments

These terms and conditions apply to all credit card and electronic check payments made online, by telephone, or any other manner to Avid Acceptance. These terms and conditions also apply to Electronic Communications whether or not in connection with a credit card and/or electronic check payment.

In addition to these terms and conditions, the privacy policy applies to your use of any Avid Acceptance website. Current copies of the privacy policy are available at:

<http://avidac.com/privacy-policy/>

http://avidac.com/wp-content/uploads/2014/11/avid_privacy_policy.pdf

Avid Acceptance reserves the right to amend these terms and conditions at any time.

Definitions

As used in these terms and conditions. "Avid Acceptance," "we" or "us" refers collectively to Avid Acceptance, LLC and all of its divisions, subsidiaries and affiliates. "You" means you, the customer. "Service" means any service provided by Avid Acceptance. "Electronic Communications" means any electronic billing and payment communications sent by Avid Acceptance to you or by you to Avid Acceptance such as online access to statements and emails relating to billing or payment, disclosures, notices and other communications regarding your Service (including, without limitation, your billing statements, notice of the posting of your electronic payments, annual privacy notices and change-in terms notifications). "Credit cards" includes both credit cards and debit cards.

Authorization

By entering your credit card and/or checking account information you (i) state that you are an authorized user of the credit card and/or electronic check and that the associated information entered (e.g., account holder name, account number, billing address) is accurate, (ii) you authorize Avid Acceptance to charge the amount you have requested to your credit card and/or funding account, and (iii) authorize Avid Acceptance to return to your credit card and/or funding account any funds due to you by Avid Acceptance resulting from use of this Service.

Charges

For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any. If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions.

Dishonored Requests for Payments

If your credit card issuer or network does not honor an online payment transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you. If your credit card issuer or network does not honor an online payment transaction, we may cancel your right to participate in the online payment program.

Confirmation of Payment

By clicking "Submit," you are consenting to receive a one-time confirmation of this payment electronically to the email address or text messaging number (SMS) you have provided to us. If you set up automatic payments, then you are consenting to receive a one-time confirmation of each payment electronically to the email address or text messaging number (SMS) you have provided to us.

Sensitive information should NEVER be provided via e-mail unless you are the party who initiated the contact or know exactly with whom you are communicating. Remember, legitimate businesses and organizations with which you maintain a relationship already have all the information they need about you. If you receive an e-mail purporting to be from Avid Acceptance and you are unsure if it is legitimate, please call us using a telephone number that you know is ours (e.g., on your servicing statement) prior to responding to it.

Avid Acceptance SMS Text Message Terms and Conditions

By providing your cell phone number, and by agreeing to the Avid Acceptance Text Message Policy, you have provided us with consent to send you text messages in conjunction with the services you have requested. Your cellular provider's **Msg&Data Rates May Apply** to our confirmation message and all subsequent messages.

You understand the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private. [NO CONFIDENTIAL INFORMATION SHOULD BE SENT VIA TEXT MESSAGE.]

Please notify us immediately if you change mobile numbers or plan to provide your phone to another person.

If we modify this Text Message Policy, we will notify you by sending you a text message with a link to the new policy. We may terminate our text message program at any time.

If you have any questions about this policy, would like us to mail you a paper copy of this policy or are having problems receiving or stopping our text messages, please contact us using the following information: Avid Acceptance LLC. Po Box 708580 Sandy, UT 84070, info@avidac.com, Toll Free 888-777-9190.

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 account, including the use of automatic telephone dialing systems, autodialers, or an artificial or prerecorded voice.

Opt-out or STOP

This policy applies to the text messages sent by Avid Acceptance LLC. to our customers while and after they use our product. If you wish to stop receiving text messages from Avid Acceptance LLC., reply to any text message we have sent you and in the reply text simply type **STOP**. [If you wish to stop receiving all text messages from Avid Acceptance LLC., including those with information about payment due dates or missed payments, type **STOP ALL** in the reply text you send us.] Your stop request will become effective [within one day]. You may also stop text messages by calling us [or emailing us] using the contact information below.

Avid Acceptance LLC.
PO Box 708580 Sandy, UT 84070
info@avidac.com
Toll Free: 888-777-9190

Help or Support

If at any time you need our contact information or information on how to stop text messages, reply to any text message we have sent you and in the reply text simply type **HELP**. Upon receiving your text message, we will send you a text message with this information. In general, the messages we send provide you with information about your account. Some of the text message we send may include links to websites. To access these websites, you will need a web browser and Internet access.