



## CONSENT TO ELECTRONIC COMMUNICATIONS

**Consent.** By providing your consent to receive electronic statements, you hereby consent that your monthly account statement may be provided electronically. You agree that, in connection with your consent, your provision of any email address and/or mobile telephone number using your device or that of a third party demonstrates your ability to receive communications sent to that address and/or number.

**Method of Communications.** Electronic communications may be provided by any method for which you have demonstrated your ability to access communications (e.g., by providing an email address and/or a mobile telephone number). Electronic communications may include your name and information about an Account. They may be viewed by any party with access to that Account, the email address or phone number you have provided to us for delivering communications, any mobile application where such Account may be accessed, or any hardware or software you use to view that Account or service-related communications.

**Delivery Preferences.** You agree that you are changing your statement delivery method to use Electronic Statements (eStatement) servicing for an account to which this consent applies. You can change your selection anytime by logging into your account and changing the Statement Delivery Method.

If you change your statement delivery method back to "paper," and after a reasonable period of time to process your withdrawal, we will send your Billing Statement by paper but reserve the right to send other communications electronically. You will no longer have access to electronic versions of your Billing Statement.

**How to Update Your Records.** You agree to promptly update the communication method you provided for purposes of receiving electronic communications (e.g., your email address and/or your mobile telephone number) for each Account you have with us if a change occurs by updating your information through the Site associated with servicing such Account or by calling your local Badcock Home Furniture store. If communications we send electronically are returned to us, we may cancel your electronic consent, including enrollment for electronic billing Statements, and send a paper copy of such communication. If this happens, you must re-enroll with updated information to receive the required information electronically.

**Spam Filters.** We will make every effort to ensure our electronic communications via email are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize emails originating from us if that is the method you choose to receive electronic communications. If you fail to receive email communications from us, please check with the provider of your email account and/or the spam filter associated with your email account.

## PRIVACY NOTICE

Keeping customer information secure is a top priority for all of us at Badcock. To help you understand what information we collect and how we use it, we have implemented this Privacy Policy. Unless we indicate otherwise, the term "information" in this Privacy Policy means information that specifically identifies you. This Privacy Policy applies to all current and former customers of Badcock.

**What Information Is Collected** In the process of serving you, we become aware of certain "nonpublic personal information" – information about you that is not available publicly. This information comes to us from a variety of sources including: • Information you provide directly to us on applications or otherwise (such as Social Security number, assets and income); • Information related to your transactions with us, or others (such as your account balance, payment history, parties to transactions and account usage); • Information we receive about your transactions with nonaffiliated third parties; and • Information that we receive from a consumer reporting agency. We protect personal information we collect about you by maintaining physical, electronic, and procedural safeguards that comply with applicable law and assist us in preventing unauthorized access to that information. We train people who work for us how to handle personal information and we restrict access to it.

**We Do Not Sell Any Information** We do not permit list brokers, mail-order businesses, telemarketers, or other marketing companies to contact you to promote their products or services, and we do not sell, lend, or give out your information for this purpose. If you are a former customer, we maintain the confidentiality of your personal information as if you were still a customer.

**We Strive To Maintain the Accuracy Of Your Information** We work to ensure that the information concerning you is accurate in all aspects. If we become aware of inaccuracies in our records, we will take prompt steps to make appropriate corrections.

**What Information We Disclose** Federal law allows us to share information in certain circumstances: • We may disclose information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. • We may share your information with companies that we hire to perform necessary account-servicing functions at our direction, to manage, service and maintain your account. We also are permitted under law to disclose nonpublic personal information about you to "nonaffiliated third parties" in certain other circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in processing your application with us, to third parties in response to subpoenas, and to credit reporting agencies.