

## **Text (SMS) Messaging Terms and Conditions**

Please read the SMS Texting Terms and Conditions you agree to abide by and be bound to these SMS Texting Terms and Conditions.

**Definition.** In this Text (SMS) Terms and Conditions, these terms have the following meanings:

- "You," "your," and "yours" refer to any individual using the text/messaging services.
- "We," "us," "our" and "Bank" mean BADASS BANK a division of Stryv Bank.

**Agreement.** The Bank's text messages are intended to provide informational, transaction, or marketing information regarding our products and services. By providing your cell phone number, you have provided us with consent to send you text messages in conjunction with the services we provide. Your cellular provider's message & 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. Please notify us immediately if you change mobile numbers or plan to provide your phone to another person. We do not share, sell, or trade our customer's phone numbers.

**Fees.** We do not charge or impose a fee of any kind for your access to or use of text (SMS)messaging. However, you are responsible for all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Standard message and data charges may apply to each text sent or received (please contact your mobile communication service provider for pricing plans).

**How to Opt-In.** By providing your cell phone number, you have provided us with consent to send you text messages in conjunction with the services we provide. We may ask you to reply in the affirmative in the manner indicated in an initial text message (e.g. Y for Yes).

**How to Opt-Out.** If you wish to stop receiving text messages, reply to any text message we have sent you and in the reply type STOP. You may also stop text message by calling 1(888)662-2327 or email [customerservice@badass.bank](mailto:customerservice@badass.bank). Call and email methods are only applicable once a text is initiated from us and may require more time to take effect.

**Changes to Terms and Conditions.** The Bank may revise, modify, or amend the Text (SMS) Messaging Terms and Conditions at any time, without notice, except as required by law. Any revision, modification, or amendment shall be effective when it is posted to our website <https://badass.bank/disclosures-and-legal>. You agree to review these Text Messaging Terms and Conditions periodically to ensure that you are aware of any changes. Your continued use of a Bank messaging service after the Terms and Conditions have changed shall constitute your acceptance of those changes.

**Termination of Text Messaging.** We may suspend or terminate your receipt of Bank text messages if we believe you breach these Text (SMS) Messaging Terms and Conditions or your Account Agreement. Your receipt of Bank text messages is also subject to termination should your mobile telephone service terminate or lapse. We reserve the right to modify or discontinue all or any part of our text messages, with or without notice. We may cancel, restrict the use of or interrupt your free subscription to any and all Bank text messaging services or terminate any and all Bank text messaging services at any time, without notice to you.

**Security.** Text messages to the Bank numbers are not encrypted. Please do not send us sensitive or non-public personal information to the Bank in a text message. No representative of the Bank will ever ask you to do this. If you receive a text message purported to be from the Bank that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, you must notify us immediately by telephone at 1(888)662-2327.

**Disputes.** You agree that any action, dispute, claim, or controversy of any nature between you and the Bank arising from or related to the Bank's text message service will be subject to and resolved in accordance with the terms of the Bank's text message service will be subject to and resolved in accordance with the terms of the Bank's Master Account Agreement.

**Privacy.** The bank values your privacy. To review our Privacy Notice, please visit the Privacy and Security page on our website <https://badass.bank/disclosures-and-legal>.