

# **Terms Of Use**

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## Personal and Noncommercial Use Limitation

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## Terms of Use - No Unlawful or Prohibited Use

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## SMS Short Code Terms of Service

We may invite you to receive certain messages via SMS. When you opt-in to the service, we will send you an SMS message to confirm your signup.

This service is used to send you notifications about our services, your loan application, your account activity, as well as about promotions, marketing, and our affiliate and non-affiliate partners.

You can cancel this service at any time. Just text "STOP" to the number on the text. After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us. If you want to join again, just sign up as you did the first time and we will start sending messages to you again.

If at any time you forget what keywords are supported, just text "HELP" to the number on the text. After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

We can deliver messages to the following mobile phone carriers:

**Major Carriers:** AT&T, Verizon Wireless, Sprint, T-Mobile

**Minor Carriers:** U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to [admin@skywayfinancial.com](mailto:admin@skywayfinancial.com).

If you have any questions regarding privacy, see [Privacy Policy Here](#).

## Liability Disclaimer

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## **Access: Changes To Agreement**

Skyway Financial, LLC reserves the right to modify or discontinue, temporarily or permanently, the Site for any reason, at its sole discretion, with or without notice to you. Likewise, Skyway Financial, LLC may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the legal terms and conditions that govern your use of the Site periodically, and your continued access or use of this Site shall be deemed your acceptance of the modified Agreement.

## Miscellaneous

This Agreement and the resolution of any dispute related to this Agreement or this Site shall be governed by and construed in accordance with the laws of California without giving effect to any principles of conflicts of law. Failure by Skyway Financial, LLC, to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any legal action or proceeding between Skyway Financial, LLC and you related to this Agreement shall be brought exclusively in federal district court.

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## Indemnification

You agree to indemnify, defend and hold harmless Skyway Financial, LLC, its affiliates and suppliers from any liability, loss, claim and expense (including attorney's reasonable fees) arising from or related to your violation of this Agreement.

## Identity and Location Verification

To help the government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. As a result, under our customer identification program, we must ask for your name, street address, mailing address, date of birth, and other information that will allow us to identify you. We may also collect and consider information about you from non-credit reporting agency data providers, including, for example, information about your location and the location of your mobile devices, and publicly available information about you. You acknowledge that by clicking "Apply Now" and continuing with the application process, you understand and consent to Skyway Financial, LLC and/or third party service provider(s) (including your mobile phone carrier) to use geolocation services to verify the location of your mobile device.

## Contact Methods and Opt-Outs

If you submit to Skyway Financial, LLC through this Site or otherwise you are making an inquiry as to lending programs and services offered by Skyway Financial, LLC. By submitting your contact request for a loan product, you are consenting to be contacted by Skyway Financial, LLC by telephone (on a recorded line), automated calling, pre-recorded calling, text message, email, fax, telephone or any means, even if you have opted in to the National Do Not Call List, any state equivalent Do Not Call List or the internal Do Not Call List of any company. In the event you no longer want to receive communications from Skyway Financial, LLC, you can opt-out of various contact methods by calling phone number 615-589-3999. We will attempt to address your request immediately but it may take up to 10 days for us to process an opt-out request. Please note that we may still need to contact you for legitimate business reasons such as servicing of your loan or other non-marketing purposes.