



## Email and Text Message Policy

**Magic Processing, LLC** (“us,” “we,” or “our”) offers various ways to communicate with our clients and potential borrowers to make sure your experience with us is as convenient as possible. In addition to speaking with us by phone, we may also provide communication to you through email, text messages, and other forms of communication.

Email and text messages you receive from us is conditioned upon your agreement to the following Email and Text Message Policy.

### **EMAIL POLICY**

Communicating with us through email can be convenient but the effectiveness of email messages is often limited and at times may be brief and informal. Due to various forms of simultaneous communication and other limiting factors, emails may not provide an accurate representation of our relationship with regard to obtaining a loan. Typically, our communication may be performed through various forms of communication, including email, phone calls, text messages, letters, in-person conversations, and other forms. An email, by itself, may not accurately represent our entire communication or our intentions and may be susceptible to being taken out of context. All official matters with regard to a loan should be confirmed in a signed writing.

### **Receipt of Your Email**

Sending us an email does not constitute putting us on notice of any matters included within a particular email. Time-sensitive information may not be received or reviewed by us in a timely manner. Emails sent to us undergo virus and spam filters which may delay and/or reject receipt of certain emails. In the case of an urgent communication, please reach out to us by telephone and confirm the call in writing through email or other form.

### **Email Monitoring and Unsecure Emails**

Email uses the internet which is an open system and we cannot guarantee that email messages you send to us, or we send to you, are secure, complete, or free from viruses or that an email will not be lost, intercepted, destroyed, delayed, or prevented from reaching us. We advise against sending any time-sensitive or personally identifiable information through email and we disclaim any and all liability with regard to any email if such email is lost, intercepted, destroyed, delayed, or prevented from reaching us.

All incoming and outgoing emails from us is subject to our monitoring by individuals who are not the specified recipient or sender whether or not any notice of such monitoring is given to the recipient or sender. We also may record or monitor other communication you have with us through other forms of communication, such as our website, text messages, social media, telephone, etc. Your use of forms of communication with us is your consent to the recording and monitoring of this communication.

### **Viruses and Emails from Us**

A computer virus can be transmitted through email, attachments, and links embedded in emails. Although we believe our emails are free of any viruses or other defects that might affect a receiving computer system that receives such message, it is the recipient's responsibility to make sure that any email they open is free of viruses or other defects. We are not responsible for any loss or damage arising in any way from the receipt, use, storage, or transmission of our emails. If we forward an email or reply to a previous email, the content of such email may include information created by someone other than us or our employees/agents and we assume no liability whatsoever for such information. WE DISCLAIM ANY REPRESENTATION OR WARRANTY THAT OUR EMAILS ARE VIRUS FREE AND/OR ERROR FREE. Any use of email to introduce any virus, malicious or disabling code, or to otherwise obstruct any of our emails, other communication, or computer systems is prohibited and in violation of the law. Violators will be prosecuted to the fullest extent of the law.

### **Electronic Signature Disclaimer**

All emails received by you from us shall not constitute an electronic signature unless we provide explicit and specific language in the email stating otherwise. If you receive an email communication from us, such email is not intended to provide or confirm an interest rate lock, an unconditional loan commitment, an unconditional loan approval, unconditional qualification, or any unconditional offer or agreement for us to offer a loan. Documents and agreements, in most cases, are sent to you in a formal and signed writing from us.

### **Privileged and Confidential Information**

Emails which include our legal and compliance departments may contain privileged information that is subject to the attorney/client privilege and/or the attorney/work product privilege. Any privilege attached to this information will not be waived if you inadvertently receive such information through email. If you receive an email and you are not the intended recipient, please notify the sender and delete or destroy the communication. Any unauthorized use, disclosure, reproduction, or distribution of confidential or privileged information is prohibited.

### **Email Content Disclaimer**

We disclaim any and all liability, which includes responsibility based upon negligence or negligent misstatement, for the correctness, comprehensiveness, or reliability of the data and information provided through our emails and we make no warranty, express or implied, with respect to such data or information.

## **TEXT MESSAGING POLICY**

### **Additional Disclosures**

When you provide your phone number and agree to receive text messages from us, you are providing express written consent to us, along with our affiliates, agents, and service providers, to contact you regarding your application, loan, or other services via text message or phone call, even if the telephone number you provide is included in a corporate, state or national Do Not Call Registry. You understand and agree that your consent to receive messages or calls is not a requirement for using our services. Through your communication with us by phone and agreeing with this policy, Terms of Use, and Privacy Policy, you consent to the monitoring and recording of your calls. Message and data rates may apply depending on your wireless plan and phone provider.

You understand and agree that we are not, and shall not be, responsible for the effect of any deficiencies that may exist or come to exist on our website or our operations in connection with text messaging. To the maximum amount permitted by law, we hereby expressly disclaim all warranties of any kind, express or implied, including, but not limited to, the implied warranty of merchantability and fitness for a particular purpose.

You understand, represent, and agree that you are the authorized user of the account for the telephone number you provided to us for communication. You must notify us immediately if you change your telephone number and you agree to indemnify us or any party communicating with the phone number you provided to us in full for any and all claims, expenses, and damages resulting from the Telephone Consumer Protection Act. If you wish to opt out from receiving text messages from us, please let us know.

### **Provisions Applicable to Text Message and Email Policies**

#### **Governing Law**

By providing your email address and/or agreeing to use text messaging as a form of communication with us, you agree that the laws of the State of California, without regard to principals of conflict of laws, will govern this communication and any dispute that may arise therefrom. You also agree that any action at law or in equity resulting from this communication shall only be filed in the state or federal courts located in San Diego County, California, and you consent to submit to the personal jurisdiction of such courts for the litigation of any such action.

#### **Disclaimers and Licenses**

We are an Equal Housing Lender and fully comply with the Equal Credit Opportunity Act (ECOA) and all other Federal regulations. All applicants applying for credit from **Magic Processing, LLC** will never be discouraged on the basis of race, color, religion, national origin, sex, military status, marital status, age, or because you receive public assistance. Castle Mortgage Corporation is a licensed mortgage lender.

#### **Reservation of Rights**

We reserve all rights as to our content in all of our emails and text messages. Reproduction, use, or distribution requires our prior express written permission. The only statements that may be

published and attributable to us are those issued by the Company's Owner or other executive officers.

**Our Privacy Policy and Terms of Use**

By opting in to receive text messages or by providing your email address for correspondence, you agree to the terms of our Privacy Policy and Terms of Use in addition to this Email and Text Message Policy.

**To Stop Receiving Text Messages from Us**

If you no longer wish to receive text messages from us, you may unsubscribe by texting the word STOP in response to any text messages you have received from us. Once we confirm you no longer wish to receive text messages you will receive a final confirmation of your election and will no longer receive future text messages.

**Inquiries About Text Messages or Emails**

If you have a complaint about any text message or email you receive from us or a party on our behalf, please call 619-655-4333 or email us at [felipe@magicprocessing.com](mailto:felipe@magicprocessing.com)

By signing below you agree with all terms explained above and consent with our Email and Text Message Policy.

Date: 3/25/2023