

## **Text Message Terms & Conditions**

By "Opting In" to or using Columbia Pacific's "Text Message Service" (both terms defined below), you accept these Terms & Conditions ("Terms"), agree to resolve disputes with Columbia Pacific through binding arbitration (and with very limited exceptions, in court).

### **Definitions**

"Text Message Service" includes any arrangement or situation in which Columbia Pacific sends (or indicates that it may send, or receives a request that it send) one or more text messages.

"Opting In," "Opt In" and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages.

"Columbia Pacific" means Columbia Pacific Advisors LLC, and its parent companies, affiliates, and subsidiaries.

### **Opting In**

You may Opt In by replying START to the Columbia Pacific number that you received the text from, confirming through email that you would like to Opt In or providing consent through new client/investor onboarding.

By Opting Into a Text Message Service:

You authorize Columbia Pacific to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number from which you send the Opt-In, or, if none, the number on file for the account associated with your Opt-In). You also authorize Columbia Pacific to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of receiving services from Columbia Pacific, and you may opt out at any time, as set forth below.

You are signing your Opt-In to the Text Message Service and agreeing to be bound by these Terms.

You confirm that you are the owner or subscriber of record of the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.

You consent to the use of an electronic record to document your Opt-In. To withdraw your consent, request a free paper or email copy of your Opt-In, or to update your contact information in our records, please email [ir@columbiapacific.com](mailto:ir@columbiapacific.com). To view and retain an electronic copy of these Terms or your Opt-In, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you'll also need an email account you can access from the device, along with a browser or other

software that can display the email. These Terms will still apply if you withdraw the consent mentioned above or opt out of the Text Message Service.

After Opting In, in addition to the main messages and service offers, you may receive one or more welcome messages, disclosure messages or administrative messages, such as a request to confirm your Opt-In.

### **About the Text Message Services and Opting Out**

Message and data rates may apply depending on your carrier or plan. The Text Message Service may send multiple, recurring and/or frequent messages to some recipients, and may send limited, ad hoc messages to other recipients depending primarily on the relationship of the recipient with Columbia Pacific. Columbia Pacific may terminate the Text Message Service or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these Terms will continue to apply. You can get help by texting HELP to the Columbia Pacific number that you received the text from, and you can opt out by texting STOP to that number as well. Your optout request may generate a confirmation text which may require you to provide a confirmation in order to complete your opt out.

You consent to the handling of your information as described in Columbia Pacific's Privacy Policy. You must be 18 years of age or older to Opt In and/or use the Text Message Service.

The Text Message Service may be limited to specific mobile carriers. Neither Columbia Pacific nor the mobile carriers shall be liable for delayed or undelivered messages.

Any dispute or claim arising out of or relating in any way to the Text Message Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms.