

SIMS VENTURES

Website Privacy Notice & Terms of Service

Last Updated: July 22, 2026

PART I: PRIVACY NOTICE

Sims Ventures ("Sims Ventures," "we," "us," or "our") respects your privacy and is committed to protecting the personal information you share with us. This Privacy Notice explains how we collect, use, disclose, and safeguard your information when you visit simsventures.com (the "Site"), submit an inquiry, apply for financing consultation services, or communicate with us by phone, email, or text message (SMS).

By using the Site or providing your information to us, you agree to the practices described in this Privacy Notice.

1. Information We Collect

We may collect the following categories of information:

Information you provide directly, including your name, email address, phone number (including mobile number), mailing address, business name, property or project details, loan inquiry details, and any other information you submit through contact forms, loan inquiry forms, scheduling tools, or SMS opt-in forms.

Information collected automatically, including IP address, browser type, device information, pages visited, referring URLs, and general usage data collected through cookies and similar technologies.

Communications data, including records of emails, phone calls, and text messages exchanged with us, as permitted by law.

2. How We Use Your Information

We use the information we collect to:

- Respond to inquiries and provide capital access consulting and loan program information;
- Connect you with financing options such as fix-and-flip loans, new construction financing, DSCR loans, and refinancing programs;
- Schedule consultations and follow up on requests you initiate;
- Send marketing and informational communications (email and SMS) where you have consented;
- Improve the Site, our services, and our marketing;
- Comply with legal, regulatory, and recordkeeping obligations; and
- Protect against fraud, abuse, and unauthorized activity.

3. SMS / Text Messaging Program

This section governs text messages sent by or on behalf of Sims Ventures (the "SMS Program").

a. **Consent.** By providing your mobile number and opting in through our website forms, application forms, or by texting a keyword to us, you consent to receive text messages from Sims Ventures at the number provided. Consent to receive text messages is not a condition of purchasing any goods or services.

b. **Purpose of SMS Communications.** Messages may include: loan program updates and promotions, appointment and consultation reminders, follow-ups on inquiries or applications you have submitted funding alerts, rate and program announcements, and other account or service-related notifications.

c. **Message Frequency.** Message frequency varies based on your interaction with us. You can typically expect up to 4 messages per month, though frequency may be higher during an active inquiry, application, or funding process.

d. **Message and Data Rates.** Message and data rates may apply. Charges are billed by and payable to your mobile carrier according to your mobile plan. Sims Ventures is not responsible for carrier charges.

e. **Opting Out.** You can cancel the SMS Program at any time. Reply **STOP** to any message to unsubscribe. After you send STOP, we will send you one final message confirming that you have been unsubscribed, and you will no longer receive SMS messages from us. To rejoin, sign up again through our website or reply START.

f. **Help.** If you experience issues with the messaging program, reply **HELP** to any message for assistance, or contact us directly at the email or phone number listed in the "Contact Us" section below.

g. **No Sharing or Selling of Mobile Numbers. We do not share or sell your mobile phone number.** No mobile information will be shared with, or sold to, third parties or affiliates for marketing or promotional purposes. All categories of information described in this Privacy Notice exclude text messaging originator opt-in data and consent; this information will not be shared with, or sold to, any third parties under any circumstances.

h. **Carrier Disclaimer.** Mobile carriers are not liable for delayed or undelivered messages. Supported carriers may vary, and message delivery is subject to effective transmission from your network operator.

4. How We Share Information

Except as described in Section 3(g) above (which governs mobile numbers and SMS opt-in data), we may share your other information with:

- **Service providers** who perform services on our behalf (e.g., CRM, email marketing, scheduling, website hosting, and analytics platforms), solely to provide those services and subject to confidentiality obligations;
- **Lending and capital partners**, only as needed to evaluate or facilitate a financing request you have initiated, and only with your knowledge;
- **Legal and regulatory authorities**, when required by law, subpoena, or legal process, or to protect our rights, safety, or property; and

- **Successors in interest**, in connection with a merger, acquisition, or sale of business assets, subject to this Privacy Notice.

We do not sell your personal information.

5. Cookies and Tracking Technologies

The Site uses cookies and similar technologies to operate the Site, remember preferences, and analyze traffic. You can control cookies through your browser settings; disabling cookies may affect Site functionality.

6. Data Security

We use commercially reasonable administrative, technical, and physical safeguards designed to protect your information. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security.

7. Data Retention

We retain personal information for as long as needed to fulfill the purposes described in this Notice, comply with legal and regulatory obligations, resolve disputes, and enforce agreements.

8. Your Choices and Rights

- **Email:** You may unsubscribe from marketing emails by clicking the "unsubscribe" link in any email.
- **SMS:** Reply STOP to any text message to opt out (see Section 3).
- **Access, correction, and deletion:** You may request access to, correction of, or deletion of your personal information by contacting us using the details below. We will respond in accordance with applicable law.

Depending on your state of residence, you may have additional privacy rights under applicable state law. We will honor valid requests as required by the laws that apply to you.

9. Children's Privacy

The Site and our services are intended for adults and business users. We do not knowingly collect personal information from anyone under 18. If you believe a minor has provided us information, contact us and we will delete it.

10. Third-Party Links

The Site may contain links to third-party websites. We are not responsible for the privacy practices or content of those sites. We encourage you to review the privacy policies of any third-party site you visit.

11. Changes to This Privacy Notice

We may update this Privacy Notice from time to time. The "Last Updated" date at the top reflects the most recent revision. Material changes will be posted on this page. Your continued use of the Site after changes are posted constitutes acceptance of the updated Notice.

PART II: TERMS OF SERVICE

These Terms of Service ("Terms") govern your access to and use of simsventures.com and the services offered by Sims Ventures. By accessing the Site or using our services, you agree to be bound by these Terms. If you do not agree, please do not use the Site.

1. Nature of Services

Sims Ventures is a private lending and capital access consultancy serving real estate investors and home builders. We provide consulting and capital access services related to financing programs including fix-and-flip loans, new construction financing, DSCR loans, and refinancing.

No commitment to lend. Nothing on the Site constitutes a commitment to lend, an offer of credit, or a guarantee of financing terms, rates, or approval. All financing is subject to underwriting, eligibility requirements, documentation, and final approval by the applicable capital source. Rates, terms, and program availability are subject to change without notice.

No financial, legal, or tax advice. Content on the Site is provided for general informational purposes only and does not constitute financial, investment, legal, or tax advice. You should consult your own licensed professionals before making financial decisions.

2. Eligibility

You must be at least 18 years old and capable of entering into a binding contract to use the Site and our services. Our loan programs are intended for business-purpose lending on non-owner-occupied investment properties, currently serving Georgia, North Carolina, South Carolina, and Texas. Program availability may vary by state.

3. Accuracy of Information You Provide

You agree that all information you submit through the Site — including contact details, property information, and financial information — is accurate, current, and complete, and that you will promptly update it as needed. Submitting false or misleading information may result in denial of services.

4. SMS Terms

Participation in our SMS Program is governed by Section 3 of the Privacy Notice above, which is incorporated into these Terms by reference. In summary: by opting in, you agree to receive text messages from Sims Ventures regarding promotions, updates, reminders, and service notifications; message frequency varies (typically up to 4 messages per month); message and data rates may apply; reply STOP to unsubscribe or HELP for assistance; and your mobile number and opt-in data will never be shared with or sold to third parties.

5. Intellectual Property

All content on the Site — including text, graphics, logos, images, program descriptions, and page layouts — is the property of Sims Ventures or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from Site content without our prior written permission, except for personal, non-commercial viewing.

6. Acceptable Use

You agree not to:

- Use the Site for any unlawful purpose or in violation of these Terms;
- Attempt to gain unauthorized access to the Site, its servers, or connected systems;
- Interfere with the operation of the Site, including through viruses, scraping, or automated data collection;
- Impersonate any person or entity or misrepresent your affiliation; or
- Use the Site to transmit spam or unsolicited communications.

7. Disclaimers

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT INFORMATION ON THE SITE IS COMPLETE OR CURRENT.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SIMS VENTURES AND ITS OWNERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR OUR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID US IN THE TWELVE MONTHS PRECEDING THE CLAIM, WHICHEVER IS GREATER.

Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you.

9. Indemnification

You agree to indemnify and hold harmless Sims Ventures and its owners, employees, and agents from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from your use of the Site, your violation of these Terms, or your violation of any rights of a third party.

10. Governing Law and Disputes

These Terms are governed by the laws of the State of Georgia, without regard to conflict-of-law principles. Any dispute arising out of or relating to these Terms or the Site shall be brought exclusively in the state or federal courts located in Georgia, and you consent to the jurisdiction of those courts.

11. Changes to These Terms

We may modify these Terms at any time by posting the revised version on this page with an updated "Last Updated" date. Your continued use of the Site after changes are posted constitutes acceptance of the revised Terms.

12. Severability

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.

13. Contact Us

Sims Ventures

Fayetteville, Georgia

Email: service@simsventures.com

Website: simsventures.com