

FIRST SERVICE FEDERAL CREDIT UNION

# Text Offers and Information

## Terms and Conditions

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By providing your consent, you are opting-in and agreeing to the following terms and conditions:

**a.** You consent to receive text messages from our automated dialing system. If you provided consent in writing, sent a return text “Yes”, or clicked on the web opt-in, the text messages may contain special offers or promote FSFCU products. You own or are authorized to provide the telephone number that you used to opt-in. Your consent to receive these automated text messages is not a condition to receiving any FSFCU product or service.

**b.** You agree FSFCU may use an electronic record to document your consent. To withdraw consent, request a free paper or email copy of the opt-in, or to update our records with your contact information, please call [800-241-4575](tel:800-241-4575). To view and retain an electronic copy of these Terms & Conditions or the rest of 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 emails. These Terms & Conditions still will apply if you withdraw the consent mentioned above or opt-out of the FSFCU text message service.

**c.** You may revoke your consent to receive automated text messages at any time by sending a return text with “**STOP**”. Your opt-out request may generate either a confirmation text or a texted request to clarify the FSFCU text message service to which it applies (if you have consented to more than one service). To complete your opt-out, please provide the requested clarification. Revoking your consent to receive automated marketing text messages from FSFCU does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application). For all further help or information send a return text with “**HELP**”.

**d.** FSFCU will not send you more than ten (10) text messages containing special offers or promoting FSFCU products per month.

**e.** FSFCU charges no fee for text message services, but your cellular carrier’s message and data rates may apply.

**f.** Text messages to FSFCU phone numbers are not encrypted. Do not send sensitive or nonpublic personal information to FSFCU in a text messages. No representative of FSFCU will ever ask you to do this. If you receive a text message purported to be from FSFCU that requests you send a text with sensitive or nonpublic personal information, please do not respond to it. Instead, contact FSFCU immediately by telephone at [800-241-4575](tel:800-241-4575) during or after regular business hours.

**g.** **FSFCU may send you text messages containing HTTPS links to exchange sensitive or nonpublic information online to a [firstcu.com](https://firstcu.com) website.** These links will open a [firstcu.com](https://firstcu.com) website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of [firstcu.com](https://firstcu.com) before you open any link to FSFCU's website.

**h.** FSFCU makes no warranty regarding availability or reliability of text message services, and FSFCU shall have no liability related to any delay or failure in the delivery or receipt of text messages.

**i.** FSFCU may change these Terms and Conditions at any time, and such updated terms and conditions shall be effective when posted to FSFCU’s website. FSFCU will advise you if these Terms and Conditions change, and you agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of an FSFCU text message service after the Terms and Conditions have changed shall constitute your acceptance of the new terms and conditions.

**j.** FSFCU may cancel your free subscription to any or all FSFCU text message services or terminate any or all FSFCU text message services at any time without notice to you.

**k.** The terms of other agreements with FSFCU may also apply to your use of any FSFCU text message service. At a minimum, the terms of the FSFCU Membership and Account Agreement apply to your use of FSFCU text message services.

**l.** You agree that any action, dispute, claim, or controversy of any nature between you and FSFCU arising from or related to an FSFCU text message service will be subject to and resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify, pursuant to the Commercial Arbitration Rules of the American Arbitration Association upon written request by either party at any time before, or within ninety (90) days after, proper service of a formal claim. Arbitration shall proceed solely on an individual basis, without the right to arbitrate on a class action basis or in a representative capacity. Arbitration shall take place in Franklin County, Ohio. The results of any arbitration shall have no preclusive effect on any dispute with anyone who is not a named party to the arbitration. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE CONDITIONS OF USE AS A COURT WOULD. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury. We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights. THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF OHIO), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS & CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST FSFCU ARISING OUT OF OR RELATING IN ANY WAY TO ANY FSFCU TEXT MESSAGE SERVICE.

**m.** FSFCU values your privacy. Please see FSFCU's Privacy Notice and Disclosures at: <https://www.firstcu.com/credit-union-privacy-policy>