



## TEXT ALERTS TERMS AND CONDITIONS

### CELLULAR PHONE CONTACT POLICY

**By providing us with a telephone number for a cellular phone or other wireless device, you agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) provided to us, now or in the future, including mobile telephone numbers that could result in data usage and charges to you. This is so that we can service and keep you informed about your account(s), collect any amounts you owe us, and/or provide fraud, security breach, or identity theft alerts. You also agree that you may be contacted by our service providers making such calls on our behalf. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You understand that you are not required to provide consent as a condition to receiving our products or services. You may change the telephone number provided or withdraw your consent at any time by mailing a letter to 1st United Services Credit Union, 5901 Gibraltar Drive, Pleasanton, CA 94588, by emailing us at [email@1stunitedcu.org](mailto:email@1stunitedcu.org), or by contacting us at (800) 649-0193.**

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Customer will be solely responsible for any legal liability arising out of or relating to the Customer SMS Content related to its use of the 1st United Credit Union ("1st United") Text Alert Services. If 1st United is notified or otherwise becomes aware that Customer SMS Content violates the requirements of this Subsection (c), 1st United shall immediately notify Customer of such notification or awareness and 1st United may (but shall not be required to) investigate the allegation and determine whether to remove or to request that Customer remove such Customer SMS Content from the 1st United Text Alert Services. In the event that advance notice to Customer of such request for removal is reasonably practical, and if Customer refuses such request, 1st United may (but shall not be required to), upon written notice to Customer, block Customer SMS Content and/or either suspend or terminate the SMS Messaging Services. 1st United shall not be liable for any damages incurred by Customer because of any such removal, suspension or termination.

Customer agrees that it and its Third Party Content Providers will not permit the 1st United Text Alert Services to be used to transmit or disseminate any:

(A) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer or its End Users do not otherwise have a legal right to send such material;

(B) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;

(C) material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of 1st United or any third-party service provider involved in the provision of the SMS Messaging Services;

(D) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content),

crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;

(E) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

(F) material or information that is false, misleading, or inaccurate;

(G) material that would expose 1st United, any third party service provider involved in providing the 1st United Text Alert Services, or any other third party to liability;

(H) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of 1st United Text Alert Services or any third party; and/or

(I) any additional or supplementary content identified by a Network Operator or related service provider from time to time as being prohibited content.

(iv) 1st United may, upon notice to Customer, suspend provision of any or all of the SMS Services at any time in the event that:

(A) 1st United is obliged or advised to comply with an order, instruction, directive or request of a Governmental Body or Network Operator which requires it to do so, in the reasonable judgment of 1st United; or

(B) 1st United has good faith reason to believe that Customer is in breach of any of its obligations under this Subsection (c); or

(C) One or more of the Network Operators or other service provider upon which the provision of the 1st United Text Alert Services hereunder is dependent suspends its provision of those services to 1st United.

1st United shall have the right to terminate the Text Alert Services upon ninety (90) days written notice (or such shorter period as may be imposed on 1st United by a Governmental Body or service provider) in the event that any of the following makes the provision of the Text Alert Services illegal, contrary to a law, regulation, or the Mobile Marketing Association Code of Conduct, or prohibitively difficult or expensive for 1st United: (1) any modification to the existing Network Operator contracts of 1st United or 1st United's provider of the Text Alert Services, (2) any modification to the Mobile Marketing Association Code of Conduct, or (3) any Change in Law. However, nothing shall prohibit 1st United from suspending the Text Alert Services due to events under Subsection (c)(iv) above.

Notwithstanding anything in the Service Agreement to the contrary, Customer understands and agrees that credit card messages and content shall be transmitted over various third party networks and systems and that 1st United shall not be responsible for the confidentiality, privacy or data security of any information or data of Customer (including but not limited to any personal information), nor for any Payment Card Industry (PCI) compliance or other confidentiality, privacy or data security laws, rules, regulations, guidelines or obligations related to such information or data of Customer to the extent that

such information or data is provided to a Network Operator or other service provider upon which the provision of the Card Messaging Services is dependent.

The Text Alert Services are specific to US carriers only, and does not include international service.

Notices received as text messages on your mobile phone may incur a charge from your mobile service provider.

We do our best to process requested transaction and inquiries in a timely manner with accurate information, but SMS may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery of SMS or the accuracy of the contents of any SMS and are not responsible for any actions taken or not taken by you or any third party as the result of an SMS.