

# Text (SMS) Messaging Terms and Conditions



**IMPORTANT! PLEASE READ THESE INFORMATIONAL AND OFFERS TEXT MESSAGING TERMS AND CONDITIONS. YOU AGREE TO ABIDE BY AND BE BOUND TO THESE INFORMATIONAL AND OFFERS TEXT MESSAGING TERMS AND CONDITIONS.**

Your use of the Text (SMS) Messaging program(s) constitutes your agreement and consent to receive marketing or non-marketing text messages, as applicable, from SAFE Federal Credit Union and others texting on its behalf, including receiving text messages made from an automatic telephone dialing system ("autodialer"), at the telephone number(s) you provide.

In this Text (SMS) Messaging ("Text Messaging) Terms and Conditions, the words "you," "your," and "yours" mean any individual accessing online banking. The words "we," "us," "our" and "Credit Union" mean SAFE Federal Credit Union.

The terms of other agreements with the Credit Union may also apply to your use of any Credit Union text message service. At a minimum, the terms of the SAFE Membership, Account and Account Services Agreement or Business Services Membership and Account Agreement apply to your use of the Credit Union's text message services. In addition, consent is not a condition of any purchase, product, or service. You may opt-out of these communications at any time.

We may send any Credit Union Text (SMS) Message, either directly, or via a third-party agent or authorized service provider, through your communication service provider in order to deliver it to you. You agree that your communication services provider is acting as your agent in this capacity.

We will not send you marketing messages through the Credit Union's Text (SMS) Messaging service unless you separately affirmatively opt-in to receiving such messages, as further discussed below.

By providing your consent, you are agreeing to the following Terms and Conditions:

## **Program Description**

The Credit Union and its service providers may use an autodialer to deliver text messages to you. The Credit Union's text messages are intended to provide informational, transaction, or marketing information regarding our products and services.

You consent to receive text messages from our automated dialing system. If you provided consent in writing or sent a return text "Y" or Yes," the text messages may contain special offers or promote Credit Union 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 Credit Union product or service.

You agree the Credit Union may use an electronic record to document your consent. To request a free paper or email copy of the opt-in, or to update our records with your contact information, please call (800) 763-8600. To view and retain an electronic copy of these Terms and Conditions and/or confirmation of your opt-in, you will need (i) a device (such as a computer or mobile phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you will need an email account that you can access from your mobile device, along with a browser or other software that can display the emails. These Terms and Conditions will apply if you withdraw the consent mentioned above or opt-out of the Credit Union text message service.

The Credit Union Text (SMS) Messaging is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and at

some point, may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.

## Message Frequency

The number of text messages you receive will vary depending on which Credit Union Text Messaging programs you sign up to receive and the frequency of the messages sent by those programs.

If you have opted in to receive marketing messages, we will not send you more than fifteen (15) text messages containing special offers or promoting Credit Union products per month.

## Fees

We do not charge or impose a fee of any kind for your access to or use of text (SMS) messaging. However, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Standard message and data charges may apply to each text sent or received (please contact your mobile communication service provider for pricing plans).

## How to Opt-In

To opt-in to a Credit Union Text Messaging program(s), please follow the instructions provided by the specific program from which you wish to receive messages. Reply as indicated in an initial text message.

## How to Opt-Out

You may revoke your consent to receive automated text messages at any time by (1) calling 1.800.763.8600, (2) writing to us at SAFE Federal Credit Union, ATTN: Marketing, P.O. Box 2008, Sumter, SC 29151-2008, or (3) sending a return text with "STOP". If you have consented to more than one text messaging program, your opt-out request may generate either a confirmation text or a texted request to clarify the Credit Union Text (SMS) Messaging program to which it applies. To complete your opt-out, please provide the requested clarification. Revoking your consent to receive automated marketing text messages from the Credit Union 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."

To stop receiving text messages from all Credit Union Text Messaging programs, text "**STOPALL**" to any short code number from which text messages are being sent. You acknowledge that you will receive one (1) final message from the Credit Union confirming your opt-out of all Credit Union Text Messaging programs. Following the confirmation message, you will no longer receive additional text messages associated with any program. You will not be opted out of Online Banking automated alerts. Please log in to your account in Online Banking to deactivate those alerts or text "**STOP**" to **45454**.

## Your Mobile Telephone Number

You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We determine in our sole discretion what information we make available through this service.

You represent that you are the owner of record for the mobile telephone number(s) you designated as your cell phone on your Credit Union membership. You are responsible for notifying us immediately if you change your mobile telephone number. You may notify us of a number change by contacting the Member Service Center.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not

your own or your violation of applicable federal, state, or local law, regulation, or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

### **Access or Delivery to Mobile Network is Not Guaranteed**

It is your responsibility to determine if your mobile carrier supports Text Messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery and receipt of account information through the Credit Union's Text (SMS) Messaging may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about the Credit Union's Text (SMS) Messaging creates any new or different liability for us beyond what is already applicable under your existing account agreements.

The Credit is not responsible for the use of Text Messaging service while driving. Safe driving is your responsibility, and you should not use this text messaging service while driving.

**Supported Carriers** Supported carriers may change from time to time. Current supported carriers include AT&T, Sprint, Boost, Virgin, T-Mobile, MetroPCS, Verizon Wireless, Cellcom USA, Spectrum Wireless, U.S. Cellular, and Google Voice. This list is not exhaustive and is not updated regularly and may change without notice.

The Credit Union makes no warranty regarding availability or reliability of text message services, and we shall have no liability related to any delay or failure in delivery or receipt of text messages. The Credit Union and supported carriers are not liable for delayed or undelivered messages.

### **Support/Help**

To request more information, text "**HELP**" to the appropriate short code or Credit Union Telephone Number for the Text Messaging program about which you have questions. You may also receive help by contacting the Member Service Center at 1.800.763.8600.

### **Eligibility**

To receive Credit Union text messages, you must be a resident of the United States and 18 years of age or older. We reserve the right to require you to prove that you are at least 18 years of age. We do not intend to or knowingly collect information from individuals under thirteen (13) years of age. We request that such individuals do not provide personal information through our digital interfaces, including Text (SMS) Messaging.

### **Changes to Terms and Conditions**

The Credit Union may revise, modify, or amend these Text (SMS) Messaging Terms and Conditions at any time, without notice, except as required by law. Any revision, modification, or amendment shall be effective when it is posted to our website <https://www.safefed.org/>. You agree to review these Text Messaging Terms and Conditions periodically to ensure that you are aware of any changes. Your continued use of a Credit Union text messaging service after the Terms and Conditions have changed shall constitute your acceptance of those changes.

### **Termination of Text Messaging**

We may suspend or terminate your receipt of Credit Union text messages if we believe you breach these Text Messaging Terms and Conditions or your Membership Agreement. Your receipt of Credit Union text messages is also subject to termination should your mobile telephone service terminate or lapse. We reserve the right to modify or discontinue all or any part of our text messages, with or without notice.

We may cancel, restrict the use of or interrupt your free subscription to any and all Credit Union text messaging services or terminate any and all Credit Union text messaging services at any time, without notice to you.

## Security

Text messages to the Credit Union numbers are not encrypted. Please do not send us sensitive or non-public personal information to the Credit Union in a text message. No representative of the Credit Union will ever ask you to do this. If you receive a text message purported to be from the Credit Union that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, you must notify us immediately by telephone at 800.763.8600.

We may send you text messages containing HTTPS links to exchange sensitive or non-public information online to a safefed.org website. These links will open a [safefed.org](https://safefed.org) website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. **ALWAYS VERIFY THE SPELLING OF SAFED.FED.ORG BEFORE YOU OPEN ANY LINK TO OUR WEBSITE.**

## Disputes

You agree that any action, dispute, claim, or controversy of any nature between you and the Credit Union arising from or related to a Credit Union text message service will be subject to and resolved in accordance with the terms of your Credit Union's Membership, Account and Account Services Agreement and Disclosure or Business Services Membership Account and Account Services Agreement and Disclosure.

## Privacy

The Credit Union values your privacy. To review our Privacy Notice and Disclosure, please visit the [Online Privacy & Security](#) page on our website. [SAFEfed.org](https://safefed.org) provides information to members about their accounts and services with SAFE Federal Credit Union.



**Federally Insured by NCUA**

Products and services are offered by SAFE Federal Credit Union, Member NCUA (National Credit Union Administration) and Equal Housing Lender.