



## Text (SMS) Message Banking Terms and Conditions

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Your use of the Text (SMS) Message Banking constitutes your agreement with the Terms and Conditions within this Agreement. You agree that your usage of our Text (SMS) Message Banking is conditioned on your providing us with a valid mobile phone number and indicates your agreement to our sending you text messages through your wireless provider.

- We may send any First Community 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.
- 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 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.
- First Community Credit Union Text (SMS) Message Banking 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.
- We will not send you marketing messages through the First Community Credit Union's Text (SMS) Message Banking service unless you separately affirmatively opt-in to receiving such messages, as further discussed below.
- Receipt of account information through First Community Credit Union's Text (SMS) Message Banking 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 First Community Credit Union's Text (SMS) Message Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- There is no separate service fee for this service; 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 charges may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences.

By providing your consent, you are 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 "Y", or clicked on the Credit Union's website opt-in, the text messages may contain special offers or promote First Community Credit Union ("FCCU") 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 FCCU product or service.
- b. You agree FCCU 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)767-8880. 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 FCCU text message service.
- c. You may revoke your consent to receive automated text messages at any time by (1) calling (800)767-8880, (2) writing to us at First Community Credit Union, ATTN: Compliance, 17151 Chesterfield Airport Road, Chesterfield, MO 63005, or (3) sending a return text with the word **STOP**. Your opt-out request may generate either a confirmation text or a texted request to clarify the FCCU 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 FCCU does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application).
- d. If you have opted into receiving marketing messages, FCCU will not send you more than ten (10) text messages containing special offers or promoting FCCU products per month.
- e. Text messages to FCCU phone numbers are not encrypted. Do not send sensitive or nonpublic personal information to FCCU within a text message. If you receive an unsolicited text message purported to be from FCCU that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, contact FCCU immediately by telephone at (800)767-8880.
- f. FCCU may send you text messages containing HTTPS links to exchange sensitive or non-public information online to a [www.firstcommunity.com](https://www.firstcommunity.com) website. These links will open a website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of [www.firstcommunity.com](https://www.firstcommunity.com) before you open any link to FCCU's website.
- g. FCCU makes no warranty regarding availability or reliability of text message services, and FCCU shall have no liability related to any delay or failure in the delivery or receipt of text messages.
- h. FCCU may change these Terms and Conditions at any time, without notice, except as required by law. Such updated Terms and Conditions shall be effective when posted to FCCU's website. You agree to review the Terms and Conditions regularly to ensure you are aware of any changes. These Terms and Conditions are posted on FCCU's website or available upon request. Your continued use of a FCCU text message service after the Terms and Conditions have changed shall constitute your acceptance of the new Terms and Conditions.
- i. FCCU may cancel your free subscription to any or all FCCU text message services or terminate any or all FCCU text message services at any time without notice to you.

- j. The terms of other agreements with FCCU may also apply to your use of any FCCU text message service. At a minimum, the terms of the FCCU Member Service Agreement or FCCU Business Service Agreement apply to your use of FCCU text message services.
- k. You agree that any action, dispute, claim, or controversy of any nature between you and FCCU arising from or related to a FCCU text message service will be subject to and resolved in accordance with the terms of your FCCU Member Service Agreement or FCCU Business Service Agreement.
- l. FCCU values your privacy. Please see FCCU's Privacy Notice at [https://www.firstcommunity.com/\\_/kcms-doc/552/9913/annual\\_privacy\\_notice.pdf](https://www.firstcommunity.com/_/kcms-doc/552/9913/annual_privacy_notice.pdf) and our Policies and Disclosures at <https://www.firstcommunity.com/policies-and-disclosures.html>