

## **SMS (TEXT) ALERT TERMS AND CONDITIONS**

Unitus Community Credit Union (Credit Union) provides the Credit and Debit Card SMS Alerts Service ("Service") which enables you to request and receive text messages ("Alerts" or "Alert") from time to time concerning potential fraud conditions relating to your Credit Union Credit and Debit Card ("Card"). You may receive Alerts through a SMS-enabled mobile device ("Mobile Alert"). By enrolling for the Service, you agree to the following Service Terms and Conditions.

### **Alerts Program Overview**

Messaging frequency depends on account activity. For more information, Text HELP to **32874**. To cancel text messaging services at any time reply STOP to any alert from your mobile device.

For Fraud Alerts support, call **1-800-452-0900**. By giving us your mobile number, you agree that Alerts text messaging is authorized to notify you of suspected incidents of financial or identity fraud, and other conditions as we offer and you select.

HELP instructions: Text HELP to **32874** for help or call **1-800-452-0900**.

STOP instructions: Text STOP to **32874** to cancel.

Release of Liability: Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of the carrier may interfere with message delivery for which the carrier is not responsible.

Unitus Community Credit Union - Member Services

[www.unitusccu.com](http://www.unitusccu.com)

503-227-5571 or 800-452-0900

<https://www.unitusccu.com/assets/uploads/privacy-policy.pdf>

### **Credit Union Alerts Terms and Conditions**

The Service allows you to request and receive Alerts about your Card and account. We send Alerts to you based upon the instructions you provide to us. These instructions include your correct mobile number. Your instructions are neither reviewed nor verified by Credit Union prior to or following activation of the Service. By enrolling in the Service, you are expressly consenting to receive Alerts via text message to a cellular phone number for your mobile device. Message and data rates may apply. See your wireless provider for pricing plan details.

**Your Security Obligations.** You hereby acknowledge and accept that each Alert may be sent to you without being encrypted and may include your name and information pertaining to your Card. Anyone with access to your mobile device will be able to view the contents of these Alerts. It is your responsibility to: ensure the security of your mobile device; determine if your wireless provider supports SMS; and ensure your mobile device is capable of receiving SMS. You acknowledge that message and data rates may

apply. You are solely responsible for any fees imposed of any kind whatsoever by your wireless service provide.

**Limitations and Indemnification.** Credit Union provides the Service purely as a convenience to you and for information purposes only. Credit Union does not assume any additional responsibility or obligation under these Terms and Conditions in respect of the use of, or any transaction or eventuality involving, your Card. The Service does not free you from the responsibility of safeguarding the physical security and authorized use of your Card. You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factors outside of Credit Union's control, including factors affecting your wireless or Internet service provider and coverage in your area. We do not guarantee the delivery, timeliness or accuracy of the contents of any Alert. The Service is subject to transmission limitations and service interruptions. You agree to indemnify, defend and hold Credit Union and agents ("Released Parties") free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from: a non-delivery, delayed delivery, or the misdirected delivery of an Alert; inaccurate or incomplete content in an Alert; your reliance on or use of the information provided in an Alert for any purpose; or any third party, whether authorized or not, obtaining information regarding your Card disclosed in the Alerts by accessing your mobile device. THE RELEASED PARTIES DISCLAIM ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOU ACKNOWLEDGE USE OF THE SERVICE IS AT YOUR SOLE RISK.

**Termination or Modification of Alert Services.** You may terminate the Service at anytime by contacting us. Credit Union reserves the right to suspend, terminate or modify the Service at any time without prior notice to you. Credit Union may deactivate the sending of Alerts to you if your Card is not used for a purchase for a period of **365** days. If Alerts are deactivated for your Card and you resume use of your Card and wish to restore Alerts, you will be required to re-enroll your Card in the Alerts service to restore Alerts. These Terms and Conditions are governed by the laws of the state of Oregon.