

## **Houston Federal Credit Union SMS Texting Terms and Conditions**

**PLEASE READ THESE SMS TEXTING TERMS AND CONDITIONS. BY USING THIS SERVICE, YOU CONSENT AND AGREE TO ABIDE BY AND BE BOUND TO THESE SMS TEXTING TERMS AND CONDITIONS. IN THE EVENT THESE TERMS AND CONDITIONS SHOULD CONFLICT WITH ANY TERMS OF THE MEMBERSHIP AND ACCOUNT AGREEMENT OR ANY OTHER AGREEMENT TO WHICH YOU ARE BOUND WITH RESPECT TO TEXT MESSAGING, THE TERMS HEREIN SHALL PREVAIL.**

By initiating an affirming text to any Houston Federal Credit Union (HFCU) telephone number, or by providing your telephone number to us in connection with a transaction, you expressly consent to receive marketing or non-marketing text messages, as applicable, from HFCU at the telephone number(s) that you provide. You may opt-out of these communications at any time by following the instructions below. For marketing and promotional messages, your consent is not a precondition of purchasing any property, goods, or services.

### **Program Description**

Houston Federal Credit Union text messages are intended to provide you with general information and transaction information, as well as marketing and promotional information (for those who have opted in or will opt in to receive marketing and promotional information) regarding HFCU products and services (e.g., events and promotions offered by HFCU or any of its authorized vendors).

### **Message Frequency**

The number of Houston Federal Credit Union text messages that you receive will vary depending on the HFCU text messaging programs for which you consent to receive messages and the frequency of the messages sent by those programs.

### **Cost**

Message and data rates may apply to each text message sent or received in connection with Houston Federal Credit Union text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. HFCU does not impose a separate fee for sending HFCU text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.

### **How to Opt-In**

To opt-in to receive text messages from a Houston Federal Credit Union text messaging program(s) that require(s) opt-in, please follow the instructions provided by the specific program from which you wish to receive messages. For example, you may be asked to reply in the affirmative in the manner indicated in an initial text message (e.g., Y or Yes or Start) to consent to receive marketing and promotional text messages from HFCU.

Some text messaging programs are automatic when you provide your telephone number to us and do not require opt-in. For such programs, by providing your telephone number to us, you agree that we and our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law.

### **How to Opt-Out**

**To stop receiving text messages from a specific Houston Federal Credit Union text messaging program, text STOP to the HFCU telephone number from which the text messages are sent.** You acknowledge that you will then receive one (1) final message from HFCU confirming you opt-out of that text messaging program. Following such confirmation message, no additional text messages associated with that program will be sent to you unless you opt-in to a specific program. **This will only opt you out of the specific text messaging program associated with that HFCU telephone number.** You will remain opted in to other HFCU text messaging programs.

**To stop receiving text messages from ALL HFCU text messaging programs, text STOPALL to any HFCU telephone number from which text messages are sent.** You acknowledge that you will then receive one (1) final message from HFCU confirming you opt-out of ALL HFCU text messaging programs. Following such confirmation message, no additional text messages associated with any program will be sent to you unless you opt in to a specific program from which you wish to receive text messages. This will not opt you out of HFCU eTeller Online Banking automated alerts or card alerts and protections, or card alerts received through the HFCU Fraud Center with the short code of 96923, which are separate services from HFCU's text messaging program. Please visit [www.houstonfcu.org](http://www.houstonfcu.org) and access your eTeller Online Banking to deactivate alerts, or reply STOP to the HFCU Fraud Center card alerts to opt-out. These Terms and Conditions will still apply if you withdraw consent or opt-out of the HFCU text messaging service.

You may also withdraw your consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 16320 Kensington Drive, Sugar Land, TX 77479, by email to [talktous@houstonfcu.org](mailto:talktous@houstonfcu.org), or via phone at (281) 243-0500 or toll-free at (866) 687-4328.

### **Electronic Disclosures**

Some disclosures we are required to provide to you in connection with your consent to receive text messages must be in writing, but by consenting by way of replying to our text message to your cell phone, you agree to receive these disclosures electronically. You may obtain a paper copy of these disclosures for no charge by contacting HFCU at (281) 243-0500 or toll-free at (866) 687-4328. Your consent to receive electronic disclosures applies to any disclosures we are required to provide to you in connection with your consent to receive text messages. You may withdraw your consent to receive electronic disclosures at any time by contacting us at one of the numbers above. You should also call one of the numbers above to update us with any information needed to contact you electronically (for

example, your email address). To access the disclosures, you will need to have a cell phone capable of receiving and displaying SMS text messages. To retain the disclosures, your cell phone device will need to have software capable of displaying PDF files and a connected printer or sufficient storage space to download the disclosures.

### **Your Mobile Telephone Number**

You represent that you are the account holder for the mobile telephone number(s) that you are designating to us as your cell phone. You are responsible for notifying HFCU immediately if you change your mobile telephone number, transfer it to someone else, or release it to your telephone company. You may notify HFCU of any phone number change by contacting HFCU at (281) 243-0500 or toll-free at (866) 687-4328 or by visiting any HFCU branch location. You may also update your personal contact information in eTeller Online Banking. You agree to indemnify HFCU in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify HFCU if you change, transfer, or release your telephone number as described above, including but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

### **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 of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of HFCU's control, and HFCU is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).

### **Support**

To request more information or for support, please contact HFCU at (281) 243-0500 or toll-free at (866) 687-4328 or by visiting any HFCU branch location.

### **Eligibility**

To receive Houston Federal Credit Union text messages, you must be a resident of the United States and 18 years of age or older. HFCU reserves the right to require you to prove that you are at least 18 years of age.

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

Houston Federal Credit Union may revise, modify, or amend this Agreement at any time and as allowed by law. Any such revision, modification, or amendment shall take effect as of the date of the Agreement.

You agree to access and review the SMS Texting Terms and Conditions periodically to ensure that you are aware of any updates or changes. Your continued consent to receive HFCU text messages will indicate your acceptance of said updates and changes.

### **Termination of Text Messaging**

We may suspend or terminate your access and receipt of HFCU text messages if we believe you are in breach of this Agreement and/or your HFCU Membership and Account Agreement. Your receipt of HFCU text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. HFCU reserves the right to modify or discontinue, temporarily or permanently, all or any part of the text messaging service, with or without notice to you, as permitted by law.

### **Security**

You acknowledge that HFCU text messages are sent to you unencrypted and may include general information about an application or your HFCU account. HFCU will not include your full account number, password, or other sensitive information in a text message. You agree not to send sensitive or nonpublic personal information to HFCU in an unencrypted text message. Requests for personal information or sensitive records and/or documents will be submitted through a secured link provided in the text. A text message does not constitute a record for the account to which it pertains. The information in the text messages is provided on an "AS IS," and "AS AVAILABLE" basis. HFCU will not be responsible for any loss or damage that could result from interception or misuse of any information by third parties or undelivered text messages as allowed by law. If you receive a text message purported to be sent from HFCU that requests access to your nonpublic personal information or device access credentials, do not respond to it. Instead, contact HFCU immediately at (281) 243-0500 or toll-free at (866) 687-4328.

### **Privacy**

Your privacy is important to us. Please visit [www.Houstonfcu.org](http://www.Houstonfcu.org) to review our Privacy Policy.