



## Text (SMS) Messaging Terms & Conditions

**IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS FOR INFORMATIONAL AND OFFERS TEXTS. 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 Cincinnati Ohio Police Federal Credit Union (COPFCU) 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 Terms and Conditions, the words "you," "your," and "yours" mean any individual accessing online banking. The words "we," "us," "our" and "Credit Union" mean COPFCU.

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 COPFCU Membership, Account and Account Services 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 offers/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) 810-0221. 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 Informational 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 Offers Text messages, no more than two (2) text messages will be sent 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 rates may apply to each text sent or received (please contact your mobile communication service provider for pricing plans).

### How to Opt-In

**For Informational Text Messaging program(s):** New memberships opened on/after March 17, 2023 are automatically opted in for Informational, Transactional and Account-related Text Messages per the COPFCU Membership and Account Agreement. Memberships opened prior to 3/17/2023 must affirmatively opt-in to receive these messages. Examples of Informational text messages include:

- Notification of suspected fraud
- Branch closures due to inclement weather, power outages, etc.
- Service outages for Online Banking, Mobile Banking, Phone Systems, etc.
- Short quality of service surveys for new accounts, products or services opened
- Loan payment reminders and debt collection
- Fulfilling service requests made by you on your accounts/services

**For Offers/Marketing Text Messaging program(s):** Members wishing to receive offers/marketing texts must affirmatively opt-in using the Credit Union's Offers/Marketing Opt-In communications and/or selecting this option at Membership Opening.

### How to Opt-Out

You may revoke your consent to receive Informational and Offers text messages at any time by (1) replying STOP to any text you receive, 2) texting STOP to 513.951.6760 for Special Offer Texts, 3) texting STOP to 513.763.1602 for Informational Texts, 4) emailing us at [info@copfcu.com](mailto:info@copfcu.com) or 5) calling 513.381.2677 or 1-800-810-0221 or (6) writing to us at COPFCU, ATTN: Marketing, 959 W. 8th Street, Cincinnati, OH 45203. 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 Informational and/or Offers automated text messages from the Credit Union does not also revoke any consent you provided to receive automated text messages related to a specific transaction or service request (for example, a loan

application or new account request). For all further help or information send a return text with "HELP."

To stop receiving text messages from both Informational and Offers Credit Union Text Messaging programs, text "STOPALL" to any 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.

Please note that you will not be opted out of Online/Mobile Banking alerts set up by you; fraud alerts regarding debit or credit card activity; debit/credit card transaction alerts set up by you; identity and credit monitoring alerts set up by you; or any other alert set up by you. You must turn off any text alerts that you have set up in the specific system in which you enrolled for the alerts.

#### **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 at 1.800.810.0221.

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 Union 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 may change from time to time. Current supported carriers include Verizon, T Mobile, AT&T, Boost, Spectrum Wireless, etc. 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 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 1.800.810.0221.

#### **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 & 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 at <https://copfcu.com>. 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 1.800.810.0221.

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

#### **Privacy**

The Credit Union values your privacy. To review our Privacy Notice and Disclosure, please visit the Online Privacy and Security page of our website. [COPFCU.COM](https://copfcu.com) provides information to members about their accounts and services with COPFCU.

#### **ARBITRATION AND CLASS ACTION WAIVER**

Please read this carefully. It affects your rights.

Any dispute and/or any and all claims relating in any way to your receipt or use of COPFCU text (SMS) messages will be resolved by binding arbitration, rather than by a court.

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) between you and COPFCU or COPFCU's employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except that you or COPFCU may take claims to small claims court if the dispute qualifies

for hearing by such court. In addition, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and COPFCU hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in these COPFCU Terms and Conditions, and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COPFCU ARE EACH WAIVING THE RIGHT TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING, EXCEPT THAT COPFCU SHALL RETAIN THE RIGHT TO COMMENCE AN ACTION IN THE SUPREME COURT OF THE STATE OF OHIO RELATED TO ANY COLLECTION OF DEBTS ALLEGEDLY OWED TO COPFCU BY YOU.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND COPFCU AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Arbitration under this agreement shall be held in the United States county where you live, or if you no-longer live in Ohio at the time of the commencement of arbitration then the arbitration shall be held in the County of Ohio where you last resided or where you lived when you became a member of COPFCU, or any other location we mutually agree to, subject to Ohio law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

**OPT-OUT OF AGREEMENT TO ARBITRATE:** You can decline this agreement to arbitrate by emailing COPFCU at [info@copfcu.com](mailto:info@copfcu.com) and providing the requested information as follows: (1) your name, (2) your address, (3) your phone number, (4) the URL containing the Arbitration and Class Action Waiver provision for the COPFCU SMS Terms and Conditions, and (5) clear statement that you wish to opt out of this arbitration provision. This opt-out notice must be emailed no later than 30 days after the date you first accept these COPFCU Terms and Conditions.

COPFCU is an equal housing lender. Federally insured by NCUA.