Gesa Credit Union's SMS Terms & Conditions

Your use of Gesa Credit Union's SMS message service (the "service") constitutes your agreement to these terms and conditions.

Your wireless carrier's Message and Date Rates may apply to SMS correspondence. Gesa Credit Union does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier based on your individual plan. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside our control. All charges are billed by and payable to your wireless carrier.

You represent that you are the owner or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.

Informational/Transactional Text Messages

By providing your telephone information to the Credit Union you expressly authorize the Credit Union to contact you at the telephone numbers you provided, so we can assist you with your account and account services or take measures to prevent fraud on your account. This means that we and/or our third party providers working on our behalf may contact you by telephone or text messages at the telephone numbers 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, collect any amounts owed to us, or provide you information about your account, including information related to suspected or actual fraudulent activity on your account, data security breaches, or identity theft following a data breach, money transfers, account balances and other account related messages. To stop receiving text messages for any of the above Services on your phone, text "STOP" to the applicable SMS Short Code.

Marketing Text Messages

To be eligible to sign up to receive marketing text messages, you must have a valid email address on file and be subscribed to receive marketing emails from Gesa Credit Union. Gesa Credit Union will periodically send an invitation to sign up to receive marketing text messages and once received, you must complete an opt-in form in order to receive these marketing text messages. You agree to receive these messages at the number of the phone that you used to opt-in, which you own or are authorized to provide. Your consent to receive these automated text messages is not a condition of receiving any Gesa product or service. When you sign up to receive marketing text messages, you will receive up to 4 messages per month. **You may revoke your consent at any time**. You can reply HELP for additional information about the service. To revoke your consent at any time text "**STOP**" to 51283. After you send the SMS message "**STOP**" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to resubscribe to marketing text messaging, you will have to complete an opt-in form again. **Marketing text massaging is different than informational/transactional text messaging.** For additional help, text HELP to 51283, email <u>AskUs@gesa.com</u>, or call (888) 946-4372.

General Terms

Gesa Credit Union will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. NO WARRANTY: THE SMS MESSAGE SERVICE IS PROVIDED ON AN "AS IS," AS AVAILABLE BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, the date, time, and content of your messages, and other information that you may provide. We may use this information to contact you and provide information about Gesa Credit Union or surveys about how we could improve our offerings. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

The service, as well as the content and materials received through the service, are proprietary to us and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality. The service is available only in the United States.

LIMTIATION OF LIABILITY: NEITHER GESA NOR ITS EMPLOYEES, REPRESENATIVES OR AGENTS, SHALL BE LIABLE FOR ANY COSTS, LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND YOU HEREBY FOREVER RELEASE AND DISCHARGE GESA AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY SUCH LIABILITY.

We reserve the right to alter these terms and conditions from time to time. Your continued use of the service constitutes your agreement to any such changes. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time, with or without cause, and with or without notice.

Compatible carriers include: AT&T, Sprint/T-Mobile, Verizon Wireless, CellCom USA, C Spire Wireless, U.S. Cellular, Carolina West Wireless, Google Voice, ACS/Alaska, Advantage Cellular (DTC Wireless), Appalachian Wireless, Bluegrass Cellular, Cellular Network Partnership (PIONEED), Cellular One of East Centrak Illinois, Chat Mobility USA, Coral Wireless (Mobi PCS), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI Communications Corp, Golden State Cellular, Illinois Valley Cellular (IV Cellular), i Wireless (IOWA Wireless), Nex-Tech Wireless, MTA Communications, MTPSC (Cellular One Nation), Cross Telephone Company (MBO Wireless), Duet IP (Maximum Communications New Core Wireless), Inland Cellular Telephone Company, Immix (Keystone Wireless), Mosiac (Consolidated or CTC Telcom), Northwest Missouri Cellular Limited, Peoples Wireless, Panhandle Telecommunications Systems (PTCI), RINA, Revol Wireless USA, SI Wireless, Mobile Nation, SRT Wireless, TexasRSA 3 LTD (Plateau Wireless), Thumb Cellular, United Wireless, Union Telephone Company (Union Wireless), Viaero Wireless, West Central Wireless (5 Star Wireless), Sagebrush Cellular (Nemont), Pine Cellular, Aio Wireless/Cricket, SouthernLinc, Bandwidth, Copper Valley, Leaco, Cablevision, Buffalo Wireless, Chariton Valley Cellular, Pine Belt Wireless, and Atlantic Tele-Network International (ATN). This list of compatible carriers is subject to change.

T-Mobile[®] is not liable for delayed or undelivered messages.

For additional help, email <u>AskUs@gesa.com</u> or call (888) 946-4372.

Gesa Credit Union respects your right to privacy. You can view our privacy policy here.