

TEXT MESSAGE (SMS) SERVICE TERMS & CONDITIONS

Your use of the Text (SMS) Message Service ("Service") constitutes your agreement with these Terms and Conditions. You agree that your usage of the Service 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.

1. We may send any Matadors Community Credit Union ("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.

2. 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.

3. 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 these Terms and Conditions.

4. The Service is provided for your convenience and does not replace your monthly account statement(s), which is 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 the Service and not to let any unauthorized person have access to the information we provide to you through the Service. You are solely responsible for the security of your communications device and the information contained on it. You should consider deleting any text message that contains your personal or confidential information to limit the potential for unauthorized access to your personal or confidential information.

5. We will not send you marketing messages through the Service unless you separately affirmatively opt-in to receiving such messages, as further discussed in these Terms and Conditions.

6. Receipt of account information through the Service 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 Service creates any new or different liability for us beyond what is already applicable under your existing account agreements.

7. There is no separate fee for the Service; however, you are responsible for any and all changes, 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.

8. 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 express consent in writing, sent a return text "Yes", or clicked on the Credit Union's website opt-in, 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.
- b. 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 818-993-6328. 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 Service.

- c. You may revoke your consent to receive automated text messages at any time by (1) calling 818-993-6328 , (2) writing to us at Matadors Community Credit Union, at P.O. Box 1052, Northridge, CA 91328-1052, or (3) sending a return text with "STOP." Your opt-out request may generate either a confirmation text or a texted request to clarify the Credit Union 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 the Credit Union does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application). For all further help or information send a return text with "HELP."
- d. Text messages to Credit Union phone numbers are not encrypted. Do not send sensitive or nonpublic 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, contact the Credit Union immediately by telephone at 818-993-6328.
- e. The Credit Union may send you text messages containing HTTPS links to exchange sensitive or non-public information online to a Credit Union website. These links will open a Credit Union website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of the website before you open any link to the Credit Union's website.
- f. The Credit Union makes no warranty regarding availability or reliability of the Service, and the Credit Union shall have no liability related to any delay or failure in the delivery or receipt of text messages.
- g. The Credit Union 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 the Credit Union's website. The Credit Union will advise you if these Terms and Conditions change, and you agree to review the Terms and Conditions regularly to ensure you are aware of any changes. Your continued use of the Service after the Terms and Conditions have changed shall constitute your acceptance of the new Terms and Conditions.

- h. The Credit Union may cancel your free subscription to any or all Credit Union text message services or terminate any or all Credit Union text message services at any time without notice to you.
- i. The terms of other agreements with the Credit Union may also apply to your use of the Service. At a minimum, the terms of the Account Agreements & Disclosures apply to your use of the Service.
- j. You agree that any action, dispute, claim, or controversy of any nature between you and the Credit Union arising from or related to the Service will be subject to and resolved in accordance with the terms of your Account Agreements & Disclosures.
- k. Matadors Community Credit Union values your privacy. Please see Matadors Community Credit Union's Privacy Policy at: <https://www.matadors.org/privacy-policy>.