

Alliance Credit Union  
Text (SMS) Message Banking Terms and Conditions

Your use of the Text (SMS) Message Banking constitutes your agreement with the Terms and Conditions within this Agreement. You agree that your usage of our Text (SMS) Message Banking 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.

- We may send any Alliance 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.
- 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 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.
- Alliance Credit Union Text (SMS) Message Banking 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.
- We will not send you marketing messages through the Alliance Credit Union's Text (SMS) Message Banking service unless you separately affirmatively opt-in to receiving such messages, as further discussed below.
- Receipt of account information through Alliance Credit Union's Text (SMS) Message Banking 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 Alliance Credit Union's Text (SMS) Message Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- There is no separate service fee for this service; 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 charges may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences.

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 consent in writing, sent a return text "Yes" or "Y", or clicked on the Credit Union's website opt-in, the text messages may contain special offers or promote Alliance Credit Union ("ACU") 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 ACU product or service.
- b. You agree ACU 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 (636)343-7005. 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 ACU text message service.

- c. You may revoke your consent to receive automated text messages at any time by (1) calling (636)343-7005, (2) writing to us at Alliance Credit Union, ATTN: Compliance, 1280 S Highway Dr, Fenton, MO 63026, or (3) sending a return text with the word **STOP**. Your opt-out request may generate either a confirmation text or a texted request to clarify the ACU 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 ACU 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. If you have opted in to receiving marketing messages, ACU will not send you more than ten (10) text messages containing special offers or promoting ACU products per month.
- e. The number of ACU text messages that you receive will vary depending on which ACU text messaging programs for which you sign up to receive messages (for example, financial account and loan notification) and the frequency of the messages sent by those programs.
- f. Text messages to ACU phone numbers are not encrypted. Do not send sensitive or nonpublic personal information to ACU within a text message. If you receive an unsolicited text message purported to be from ACU that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, contact ACU immediately by telephone at (636)343-7005.
- g. ACU may send you text messages containing HTTPS links to exchange sensitive or non-public information online to the [www.alliancecu.com](http://www.alliancecu.com) website. These links will open ACU's website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of [www.alliancecu.com](http://www.alliancecu.com) before you open any link to ACU's website.
- h. ACU makes no warranty regarding availability or reliability of text message services, and ACU shall have no liability related to any delay or failure in the delivery or receipt of text messages.
- i. ACU 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 ACU's website. You agree to review the Terms and Conditions regularly to ensure you are aware of any changes. These Terms and Conditions are posted on ACU's website or available upon request. Your continued use of an ACU text message service after the Terms and Conditions have changed shall constitute your acceptance of the new Terms and Conditions.
- j. ACU may cancel your free subscription to any or all ACU text message services or terminate any or all ACU text message services at any time without notice to you.
- k. The terms of other agreements with ACU may also apply to your use of any ACU text message service. At a minimum, the terms of the ACU Member Service Agreement or ACU Business Service Agreement apply to your use of ACU text message services.
- l. You agree that any action, dispute, claim, or controversy of any nature between you and ACU arising from or related to a ACU text message service will be subject to and resolved in accordance with the terms of your ACU Member Service Agreement or ACU Business Service Agreement.
- m. ACU values your privacy. Please see ACU's Privacy Notice and Disclosures at:  
[Privacy Policy \(alliancecu.com\)](https://alliancecu.com/privacy-policy/) <https://alliancecu.com/privacy-policy/>  
[Disclosures \(alliancecu.com\)](https://alliancecu.com/disclosures/) <https://alliancecu.com/disclosures/>

## 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 Alliance Credit Union 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 Alliance Credit Union or Alliance Credit Union's employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except that you or Alliance Credit Union 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 Alliance Credit Union 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 Alliance Credit Union 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 are 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 ALLIANCE CREDIT UNION 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 ALLIANCE CREDIT UNION SHALL RETAIN THE RIGHT TO COMMENCE AN ACTION IN THE SUPREME COURT OF THE STATE OF MISSOURI RELATED TO ANY COLLECTION OF DEBTS ALLEGEDLY OWED TO ALLIANCE CREDIT UNION 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 ALLIANCE CREDIT UNION 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 Missouri at the time of the commencement of arbitration then the arbitration shall be held in the County of Missouri where you last resided or where you lived when you became a member of Alliance Credit Union, or any other location we mutually agree to, subject to Missouri 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. 5 Eff. 3.2021

**OPT-OUT OF AGREEMENT TO ARBITRATE:** You can elect to opt out of this Arbitration and Waiver of Class Action and Jury Trial provision by sending written notice to Alliance Credit Union, ATTN: Compliance, 1280 S Highway Dr, Fenton, MO 63026, 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 Alliance Credit Union SMS Terms and Conditions, and (5) clear statement that you wish to opt out of this arbitration provision within sixty (60) days after you receive and/or execute this Agreement. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement.