

# INTOUCH CREDIT UNION

## Text (SMS) Terms and Conditions

**BY PROVIDING YOUR CELLULAR TELEPHONE NUMBER TO INTOUCH CREDIT UNION (“INTOUCH”) TEXT MESSAGING, YOU CONSENT TO RECEIVE NON-MARKETING AND MARKETING TEXT MESSAGES AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

By initiating a text to any InTouch telephone number (i.e., the number to/from which text messages are being sent), opting in through InTouch’s website, signing up during account opening , or otherwise consenting to receive text messages from InTouch, you expressly consent to receive promotional or non-promotional text messages, as applicable, from InTouch, including text messages using an automated dialing system (autodialer), at the telephone number(s) you provided to InTouch. Text messages may be automated or sent by InTouch staff. Please note that your consent to receive text messages is not a condition of purchase of any product or service, or membership with InTouch Credit Union. If you choose to consent to receive text messages **you may opt out of these text messages at any time**. See “How to Opt Out” below for instructions.

### **Description**

InTouch and its service providers may use an autodialer to deliver text messages to you. InTouch text messages are intended to provide you with informational, transactional, and promotional information (for those who expressly opt in for promotional messages) regarding InTouch products and services (e.g., events and promotions offered by InTouch or any of its authorized vendors).

### **Cost, Access, and Delivery**

InTouch does not charge a fee for its text service; however, you are responsible for any fees imposed by your cellular telephone carrier. Message and data rates may apply to each text message sent or received in connection with InTouch text messages according to your cellular telephone service rate plan, in addition to any applicable roaming charges. Please contact your cellular telephone carrier for information.

It is your responsibility to determine if your cellular telephone carrier supports text messaging and if your cellular telephone device can receive text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement with your cellular telephone carrier.

Delivery of information and content to a cellular telephone device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to cellular telephone network services, are outside of InTouch’s control, and InTouch is not responsible or liable for issues arising from such network services (e.g., delayed, or undelivered messages or the security of any messages). Typically, carriers are not liable for delayed or undelivered messages and you should refer to your carrier’s terms and conditions.

### **Message Frequency**

The number of InTouch text messages that you receive will depend on the text communications you send to us directly or text messaging channels you have opted into. The frequency of the text messages will vary according to those events.

## How to Opt In

To opt in to receive promotional text messages from an InTouch text messaging channel, please follow the instructions provided by the specific text channel.

After opting in to InTouch text messaging, you will receive an instantaneous confirmation message regarding your opt in which will include instructions on how to opt out, any related disclosures related to the text message event and any further applicable instructions.

## How to Opt Out

**To stop receiving text messages from a specific InTouch text messaging channel, reply to the text message by typing “STOP” to the InTouch telephone number from which you no longer wish to receive text messages. This will only opt you out of that specific text messaging channel associated with the InTouch telephone number you are opting out of.** You consent to receiving one (1) final text message from InTouch confirming your choice to opt out of that text messaging channel. Following such confirmation message, no additional text messages associated with **that text messaging channel** will be sent to you unless you opt back in to that specific text messaging channel at a later date. You will remain opted in to all other InTouch text messaging channels.

**To stop receiving informational and promotional text messages from InTouch text messaging channels, type “STOPALL” to any InTouch telephone number from which you received text messages.** You consent to receiving one (1) final text message from InTouch confirming your choice to opt out of all InTouch text messaging channels. Following such confirmation message, no additional text messages associated with any channel will be sent to you unless you opt back in to a specific text messaging channel at a later date.

***Opting out of informational and promotional texts will not stop transactional texts sent to you for your account safety and security. Examples of such messages include authentication codes sent for identity verification, transactional alerts including fraud alerts, payment notices, late payment notices and declined card transactions. Additionally, if you have previously set up automated alert text messaging to other InTouch programs or apps (e.g., Online or Mobile banking, credit card alerts, etc.), this will not opt you out of those automated alert text messages. Changes can be made through the applicable program or app providing those alerts.***

To opt out by mail from receiving text messages from a specific text messaging channel or ALL text messaging channels, please send written correspondence indicating your intent to no longer be contacted by text message. Written correspondence should be mailed to:

InTouch Credit Union  
PO Box 250169  
Plano, TX 75025

**For help with stopping InTouch text messaging events and/or automated alert text messaging, please contact InTouch Contact Center at (800) 337-3328.**

## Your Cellular Telephone Number(s)

You represent that you are the account holder for the cellular telephone number(s) that you have designated as your cellular telephone(s) on documents such as your InTouch Membership Agreement or loan documents. Further, you represent that you are the account holder for the cellular telephone number(s) from which you initiate a text messaging event with InTouch. You

are responsible for notifying InTouch immediately if you change your cellular telephone number. You should notify InTouch of a cellular telephone number change by contacting InTouch Contact Center (800) 337-3328, in person at an InTouch branch after providing proper identification, updating your information through digital banking, or through the “Contact Us” message platform available on InTouch’s website, <https://www.InTouch.org/about/contact-us>.

You agree to indemnify InTouch and its agents, board members, representatives, employees, service providers, vendors, successors, and affiliates for all claims, expenses, demands, causes of action, loss, and/or damages caused or allegedly caused by your failure to immediately notify InTouch of a change in your cellular telephone number.

## **Eligibility**

In order to be eligible to opt in to InTouch text messaging event(s), you must be a resident of the United States and 18 years of age or older. InTouch reserves the right to require proof of age and United States residency.

## **Changes to Terms and Conditions**

InTouch may revise, modify, or amend these Text (SMS) Terms and Conditions at any time and without notice. Any such revision, modification, or amendment shall take effect when it is posted to InTouch’s website, <https://www.itcu.org>. You agree to review these Text (SMS) Terms and Conditions periodically to ensure that you are aware of any changes. Your continued interaction with InTouch text messages indicates your consent to those changes.

## **Termination of Text Messaging**

We may suspend or terminate your use of InTouch text messaging without notice to you. Your receipt of InTouch text messages is also subject to termination for any reason, including but not limited to termination or lapse of your cellular telephone service. InTouch reserves the right to modify or discontinue (temporarily or permanently) all or any part of InTouch text messaging with or without notice.

## **Security**

You acknowledge that InTouch text messages are sent to you without being encrypted and may include information about an application or your InTouch account. InTouch will not include your full account number, password, or other sensitive information in a text message. **Do not send InTouch sensitive, private, or personal information via text.** If you receive a text message that purports to be from InTouch requesting sensitive, private, or personal information do not respond; instead, contact InTouch Contact Center at (800) 337-3328 to report the incident. **INTOUCH WILL NEVER REQUEST SENSITIVE, PRIVATE, OR PERSONAL INFORMATION VIA TEXT.** InTouch and its agents, board of directors, representatives, employees, service providers, vendors, successors, and affiliates are not responsible for any claims, expenses, demands, causes of action, loss, and/or damages that may result from interception or misuse of any information by third parties or undelivered text messages.

## **Privacy**

Your privacy is important to us. No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Joint marketing with other financial companies offered by InTouch does not include text messaging originator opt-in data and consent; this information will not be shared with any third parties, excluding aggregators and providers of Text Message services which is required for our everyday business purpose.

Please visit <https://www.itcu.org/privacypolicy> to review our Privacy Policy for more information.

### **Support/Help**

To request more information, text “HELP” to the InTouch telephone number for the text messaging event(s) for which you have questions. You may also receive help by contacting InTouch Contact Center at (800) 337-3328.

### **Governing Law**

These Text (SMS) Terms and Conditions shall be governed by and interpreted pursuant to applicable Federal law and the laws of the State of Texas. Venue for jurisdiction over any and all disputes regarding these Text (SMS) Terms and Conditions, its interpretation and its enforcement, shall be in the state or federal court of Collin County, Texas.