



NEW HORIZONS CREDIT UNION

Solutions for the Real World

New Horizons Credit Union's SMS Texting Terms & Conditions of Service

New Horizons Credit Union offers SMS (Short Messaging Service) Texting, also known as simply, "Texting", to members for Credit Union notifications and Credit Union Account servicing.

Your use of our SMS service constitutes your agreement with the Terms and Conditions within this Agreement. You agree that your usage of our SMS 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 New Horizons Credit Union SMS Text 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.
- New Horizons Credit Union Text (SMS) 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 New Horizons Credit Union's Text (SMS) Message service unless you separately affirmatively opt-in to receiving such messages, as further discussed below.
- Receipt of account information through New Horizons Credit Union's Text (SMS) Message 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 New

Horizons Credit Union's (SMS) Message 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 and wireless service provider. Standard message and data charges may apply. Questions concerning your text and data plan and applicable fees should be directed to your wireless provider.

By providing your consent, you are agreeing to the following Terms and Conditions:

a. When you opt-in to the SMS Texting service, you consent to receive text messages from our automated dialing system. If you provided 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, information about New Horizons Credit Union ("NHCU") products, emergency notifications, and alerts. Once you opt-in, NHCU will send an SMS message to confirm your opt-in. 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 NHCU product or service.

b. You agree NHCU 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 (251) 316-3240. 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 NHCU text message service.

c. You may revoke and cancel your consent to receive automated text messages at any time by (1) calling 251-316-3240, (2) writing to us at New Horizons Credit Union, ATTN: SMS Text Messaging, 622 Azalea Road, Mobile, AL 36609, or (3) sending a return text to 1-866-259-7811 with the word "STOP." Your opt-out request may generate either a confirmation text or a texted request to clarify the NHCU 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 NHCU 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." If you want to join again, just sign up as you did the first time via a scan of a SMS QR Code located in the NHCU website at NewHCU.org, at any NHCU branch, or by calling (251) 316-3240.

d. If you have opted in to receiving marketing messages, NHCU will not send you more than ten (10) text messages containing special offers, promoting NHCU products, emergency notifications, and alerts per month.

e. NHCU Text messages to NHCU phone numbers are not encrypted. Do not send sensitive or nonpublic personal information to NHCU in a text message. No representative of NHCU will ever ask you to do this. If you receive a text message

purported to be from NHCU that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, contact NHCU immediately by telephone at (251) 316-3240.

f. NHCU may send you text messages containing HTTPS links to exchange sensitive or nonpublic information online to a NewHCU.org website. These links will open a NewHCU.org website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of NewHCU.org before you open any link to NHCU's website.

g. NHCU makes no warranty regarding availability or reliability of text message services, and NHCU shall have no liability related to any delay or failure in the delivery or receipt of text messages.

h. NHCU 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 NHCU's website. NHCU 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 a NHCU text message service after the Terms and Conditions have changed shall constitute your acceptance of the new Terms and Conditions.

i. NHCU may cancel your subscription to any or all NHCU text message services or terminate any or all NHCU text message services at any time without notice to you.

j. The terms of other agreements with NHCU may also apply to your use of any NHCU text message service. At a minimum, the terms of the NHCU Membership and Account Agreement apply to your use of NHCU text message services.

k. You agree that any action, dispute, claim, or controversy of any nature between you and NHCU arising from or related to a NHCU text message service will be subject to and resolved in accordance with the terms of your NHCU Membership and Account Agreement.

l. For all questions about the services provided by our SMS, you can send an email to marketing@newhcu.org.

m. NHCU values your privacy. If you have any questions regarding privacy, please read our privacy policy at newhcu.org/assets/files/3Wwd5u3h.