

FIRST EDUCATION FEDERAL CREDIT UNION TEXT (SMS) MESSAGE SERVICE TERMS AND CONDITIONS

As used in this document the words "we," "our," and "us" mean the credit union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

Your use of the Text (SMS) Message Service constitutes your agreement with these Terms and Conditions.

You consent to receive text (SMS) messages from us, either directly, or via a third-party agent or authorized service provider, through your communication service provider. 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 and you certify you own or are authorized to provide this phone number.

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.

Our Text (SMS) Message Service is provided for your convenience and does not replace your monthly account statement(s), which is the official record of your accounts. We decide in our sole discretion what information we make available through this service. Message frequency depends on user preferences.

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. You are solely responsible for the security of your communications device and the information contained on it. You should consider deleting any text (SMS) message that contains your personal or confidential information to limit the potential for unauthorized access to your personal or confidential information.

We will not send you marketing messages through our Text (SMS) Message Service unless you separately affirmatively opt-in to receiving such messages,

Receipt of account information through our Text (SMS) Message 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.

Nothing about our Text (SMS) Message Service 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 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.

You may revoke your consent to receive text (SMS) messages at any time by calling 800-584--9366, writing to us at First Education Federal Credit Union, PO Box 20030 Cheyenne WY 82003, or sending a return text with "STOP." For all further help or information send a return text with "HELP."

Text (SMS) messages are not encrypted. Do not send sensitive or nonpublic personal information to us in a text (SMS) message. No representative of the Credit Union will ever ask you to do this. If you receive a text (SMS) message purported to be from us that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, contact us immediately by telephone at 800-584-9366.

We may send you text (SMS) messages containing HTTPS links to exchange sensitive or non-public information with us. These links will open a secure website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of firstedfcu.com before you open any link to our website.

We 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 our website. We 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 text (SMS) message service after the Terms and Conditions have changed shall constitute your acceptance of the new Terms and Conditions.

We may cancel your free subscription to any or all Credit Union text (SMS) message services or terminate any or all Credit Union text (SMS) message services at any time without notice to you.

The terms of other agreements with us may also apply to your use of any Credit Union text (SMS) message service. At a minimum, the Account Terms & Conditions apply to your use our text (SMS) message services.

You agree that any action, dispute, claim, or controversy of any nature between you and us arising from or related to a Credit Union text (SMS) message service will be subject to and resolved per the terms of our Account Terms & Conditions.

We value your privacy. Please see our Privacy Policy at: <https://firstedfcu.com/home/privacy-policy-2/>

YOUR CONSENT IS VOLUNTARY AND UNCONDITIONAL. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO GIVE THIS AUTHORIZATION AND CONSENT AS A CONDITION RECEIVING ANY FINANCIAL SERVICES FROM US.