

By providing your cell phone number or texting “Yes” and opting-in to Red River Employees Federal Credit Union (“RRCU”) SMS Text Messaging, you agree to the following terms and conditions:

- a. You have provided us with your consent to send you text messages in conjunction with the financial products and services you requested. Your cellphone/wireless service provider’s Msg & Data Rates may apply to our initial text message and all subsequent text messages. These text messages will be delivered to you using an automated dialing system. You agree to receive these messages at the number of the device that you used to opt-in, which you own or are authorized to provide. Your consent to receive these automated text messages is not a condition of receiving any RRCU product or service. You may revoke your consent at any time.
- b. To revoke your consent at any time text “**STOP**”. For help or further information text “**HELP**”.
- c. RRCU does not charge a fee for this text service, but your wireless carrier’s message and data rates may apply. You are solely responsible for any carrier charges incurred by using the service.
- d. **You understand the text messages we send may be seen by anyone with access to your phone/device. You are responsible for safeguarding your device and your text messages if you want them to remain private. Text messages are not encrypted. DO NOT ATTEMPT TO SEND SENSITIVE OR CONFIDENTIAL INFORMATION VIA TEXT MESSAGING.** If you receive a text message purported to be from RRCU requesting submission of sensitive information via text, please do not respond and contact us immediately by phone at 903-735-3000 or 800-833-1528. RRCU will provide information to you regarding secure methods to submit sensitive information.
- e. RRCU makes no warranty regarding availability or reliability of this service, and RRCU shall have no liability related to any delay or failure in the delivery or receipt of messages from RRCU SMS Text Messaging.
- f. RRCU may change these terms and conditions at any time. Updated terms and conditions shall be effective when posted to RRCU’s website (rrcu.com). You agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of this service after the terms and conditions have been changed shall constitute your acceptance of the new terms and conditions.
- g. RRCU may cancel your subscription to the text messaging service at any time without notice to you.
- h. Depending on your relationship with RRCU, the terms of other agreements may apply to your use of RRCU Text Messaging. At a minimum, use of RRCU SMS Text Messaging by RRCU members shall be subject to the terms of the Red River Employees Federal Credit Union Membership Agreement and Disclosures.
- i. RRCU values your privacy. Please review our Privacy Policy at rrcu.com/disclosures.
- j. **Arbitration and Waiver of Class Action Relief:** In the event of any controversy or claim arising out of or relating to these terms and conditions, the RRCU SMS Text Messaging service, or breach thereof, and/or any other agreement, account, product, or service you have with RRCU, whether now or in the past, we may, at our option, pursue our remedies by filing a legal action to recover any amounts owed under any RRCU Agreement or Disclosure, or we may initiate arbitration proceedings.

In the event of any controversy or claim arising out of or relating to these terms and conditions, the RRCU SMS Text Messaging service, or the breach thereof, and/or any other agreement, account, product, or service you have with RRCU, whether now or in the past, you shall, at your option, pursue your remedies by filing a small claims court action to recover any amounts owed under these term and conditions or any RRCU Agreement or Disclosure, or you may initiate binding arbitration proceedings.



If any party elects arbitration as a means to resolve any such controversy or claim, such arbitration shall be administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the state in which our principal office is located, and arbitration shall take place in the area in which our principal office is located. Time is of the essence for any arbitration described above. Arbitration hearings shall take place within 90 days of the request for arbitration and awards shall be rendered within 60 days of the conclusion of the arbitration proceedings. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If you would like to opt-out, that is, if you would prefer not to participate in the Arbitration portion of this Arbitration and Waiver of Class Action Relief provision, you may opt-out by writing to Red River Employees Federal Credit Union, P.O. Box 5909, Texarkana, Texas 75505, and informing us of your intention to opt-out. Any such opt-out must be received by us no later than the 30th day following the date in which these terms and conditions were provided to you, and contain your true and accurate name, address, account number, and live signature.