



Ellafi FCU Text Messaging (SMS Wireless) Terms and Conditions

By providing your cell phone number or texting "Yes" and opting-in to Ellafi Federal Credit Union ("EFCU") Text Messaging (SMS Wireless), 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 services you requested. Your cellphone 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 phone 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 Ellafi FCU product or Service. **You may revoke your consent at any time.**
- b. To revoke your consent at any time text "**STOP**". After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us.

If you want to resubscribe to promotional text messaging, text "**EFCU**" to **860-346-6615** and we will start sending SMS messages to you again. **Promotional text messaging is different than support text messaging.**

To receive support, you may send an SMS message to **860-346-6614** during business hours and a Ellafi FCU representative will respond.

For help or further information text "**HELP**". After you send the SMS message "**HELP**" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

- c. Ellafi FCU charges no fee for this text service, but your cellular carrier's message and data rates may apply. You will receive up to two SMS messages per week. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Participating carriers include, but are not limited to, AT&T, Verizon Wireless, T-Mobile, Sprint, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile.
- d. **You understand the text messages we send may be seen by anyone with access to your phone. You are responsible and should take steps to safeguard your phone 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. Ellafi FCU will never ask that you send us sensitive information via text message.** If you receive a text message purported to be from Ellafi FCU and requesting sensitive information, please do not respond and contact Ellafi FCU immediately by phone at 860-346-6614.
- e. Ellafi FCU makes no warranty regarding availability or reliability of this service, and Ellafi FCU shall have no liability related to any delay or failure in the delivery or receipt of messages from Ellafi FCU Text Messaging (SMS Wireless).
- f. Ellafi FCU may change these terms and conditions at any time. Updated terms and conditions shall be effective when posted to Ellafi FCU's website. 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. Ellafi FCU may cancel your subscription to this text messaging service at any time without notice to you.
- h. Depending on your relationship with Ellafi FCU, the terms of other agreements may apply to your use of Ellafi FCU Text Messaging (SMS Wireless). At a minimum, use of Ellafi FCU Text Messaging (SMS Wireless) by Ellafi FCU members shall be subject to the terms of the Ellafi FCU Membership and Account Agreement.
- i. Ellafi FCU values your privacy. Please see Ellafi FCU's Privacy Policy at <https://www.Ellafifcu.org/online-privacy/>.
- j. Arbitration and Waiver of Class Action and Jury Trial; Read This Provision Carefully as It Affects Your Right To A Class Action and Jury Trial If You Do Not Opt Out As Permitted Below:
To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present, or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion, or initiation, to submit to, and that such claim shall be settled by, binding arbitration. WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. THERE SHALL BE NO RIGHT TO A JURY TRIAL. The arbitration hearing shall be conducted at a location within fifty (50) miles of your residence address at the time of such arbitration. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Consumer Arbitration Rules, which can be obtained online at www.adr.org, OR by calling the AAA at 1-800-778-7879, OR Ellafi FCU will provide a copy of the Arbitration Rules via e-mail upon request submitted to memberservices@Ellafifcu.org. The FAA and related federal law shall govern the interpretation, implementation, and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall have the authority to award any monetary and non-monetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The arbitration filing fee and the arbitrator's fee shall be paid by Ellafi FCU. However, the parties shall be responsible for their own costs of prosecuting and defending the claims in the arbitration, including attorneys' fees.

THE ARBITRATION SHALL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT AND NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION MAY BE UNDERTAKEN BY THE ARBITRATOR.

Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to arbitration.

Your Right to Opt Out

You may elect to opt out of this Arbitration and Waiver of Class Action and Jury Trial provision by sending written notice to Ellafi FCU at 524 South Main Street, Middletown, CT 06457 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.