

SMS TERMS AND CONDITIONS

For purposes of these terms and conditions, 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 Orange County’s Federal Credit Union account(s). The words “we,” “our,” “us” and “Credit Union” mean Orange County’s Federal Credit Union. In addition to these terms and conditions, you also remain subject to other applicable agreements, disclosures, disclaimers, rules, and terms provided to you (“Other Agreements”), the terms of which Other Agreements are incorporated herein by this reference, including without limitation, our Account Agreement, Truth-in-Savings, and Electronic Funds Transfers Disclosure Agreement or Business Agreement and Disclosure Agreement (as applicable), terms governing any checking, savings, or other deposit accounts, or any other accounts that you may view, modify or otherwise access; fee schedules; and your signature card. If these terms and conditions conflict with the terms and conditions contained in any Other Agreement, these terms and conditions will govern to the extent of any inconsistency unless expressly stated herein. Notwithstanding anything to the contrary, these terms and conditions are not intended to modify any disclosures or other terms that are required by law and that are provided by us in Other Agreements.

1. To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you from time to time by text messaging (SMS) about your account activity, relationship, and/or status, including but not limited to activity/status of any share accounts, loan accounts, credit line accounts and credit card accounts. In contacting you about your account, we may use any telephone numbers that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.
2. **You can cancel the SMS service at any time. Just reply and text "STOP", "QUIT", "END", "REVOKE", "OPTOUT", "CANCEL", or "UNSUBSCRIBE".** After you send the SMS message "STOP", "QUIT", "END", "REVOKE", "OPTOUT", "CANCEL", or "UNSUBSCRIBE" to us, we may send you an SMS message to confirm that you have been unsubscribed.
3. If you are experiencing issues with the SMS service you can reply with the keyword HELP for more assistance, or you can get help directly by calling 888-354-6228 Monday through Friday 8:00 am to 7:00 pm, or Saturday 9:00 am to 2:00 pm.
4. SMS messaging may not be available on all mobile devices or through all mobile phone carriers. Our participating carriers, which may change from time to time, include (but are not limited to) AT&T, Verizon Wireless and T-Mobile.
5. Carriers are not liable for delayed or undelivered messages.
6. Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
7. The number and frequency of notifications you will receive is based on your account activity, relationship, and/or status.

8. If you have any questions regarding privacy, you can access our Privacy Policy, Online Privacy Policy and California Consumer Privacy Act Privacy Policy at <https://www.orangecountyscu.org/globalassets/pdf-files/disclosures/disc-occu-privacy-notice-federal.pdf> and at <https://www.orangecountyscu.org/globalassets/pdf-files/disclosures/disc-online-privacy-policy.pdf> .
9. Messages may be monitored and/or recorded for training, quality assurance, and other lawful purposes by us and our business associates, including service providers that help provide this feature. By accepting these terms and conditions and/or continuing to use this SMS service, you consent to such monitoring and recording. Please refer to our privacy disclosures, which provide additional information about how we protect, use, and share your information.
10. Subject to applicable law, the Credit Union may add to, amend or change this terms and conditions at any time, in the Credit Union's sole discretion, by posting a revised version. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. The Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised terms and conditions to continue using the SMS service. Any use of the SMS service after a notice of change (whether by posting, email, or express acknowledgement or acceptance) will constitute your express agreement to such changes.
11. You acknowledge and agree that your receipt of any SMS may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider(s) and other factors outside the Credit Union's control. We do our best to provide SMS in a timely manner with accurate information; however, we neither guarantee the delivery nor the accuracy of the contents of each SMS. You agree to indemnify and hold harmless the Credit Union, its directors, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the SMS service and/or breach of these terms and conditions. You understand and agree that this paragraph shall survive termination of this agreement.