## Bank-Fund Staff Federal Credit Union® (BFSFCU®) Text Banking Service Agreement and Disclosure

Effective date <11/08/2019>

Please read this document carefully and save a copy for your reference. It contains important information. You should print, download or otherwise retain a copy for your records.

The Bank-Fund Staff Federal Credit Union (BFSFCU) Text Banking Service Agreement and Disclosure ("Agreement") contains terms and conditions governing the BFSFCU Text Banking Service and outlines the rules that govern your use of the Text Banking Service. This Agreement, along with any other disclosures we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. The Text Banking Service Agreement and Disclosure supplements the Terms and Conditions that you received upon initial logon to Digital Banking and amends and becomes part of that initial agreement. Other documents that form this contractual agreement may include, but are not limited to, the Terms and Conditions that you have received and are applicable to your account(s) including any Change in Terms notices.

In this Agreement, the words "you" and "your" refer to you as the person or business entity entering into this Agreement, and also include any user you authorize to use the Text Banking Service on your behalf. The words "we," "us," "our", "Bank-Fund Staff Federal Credit Union" and "BFSFCU" refer to Bank-Fund Staff Federal Credit Union.

**PLEASE NOTE:** If you accept this agreement or open or continue to use the account(s), you agree to these terms and conditions. Also, you agree that Bank-Fund Staff Federal Credit Union as permitted by applicable law, may terminate, modify or otherwise change the Text Banking Service and its terms and conditions, at any time upon providing any required notice.

<u>Text Banking Service Description and Enrollment Requirements.</u> Bank-Fund Staff Federal Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). BFSFCU Digital Banking is required to use and set up the Text Banking Service.

To enroll in the Text Banking Service you must be an owner of a Bank-Fund Staff Federal Credit Union checking or savings account, as well as register a mobile phone number with either or both a text plan and data plan with a mobile carrier. By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder of the mobile phone account and/or have the authority to provide the mobile phone number. Verification of the mobile phone number is completed by the user receiving an SMS message with a verification code which is then entered by the user on our website.

By providing your mobile phone number you are authorizing Bank-Fund Staff Federal Credit Union to contact you at this number. We will observe the requirements of the Telephone Consumer Protection Act and other applicable federal and state law in contacting you by telephone or wireless communications. You authorize us as part of our service to you to use automated dialing technology to deliver information including payment information to you about your account and we may call or text the phone numbers you have provided to

There is no charge from BFSFCU for the Text Banking Service, but message and data rates from your mobile carrier may apply. BFSFCU does not guarantee the timely delivery, execution, or the transmission of content provided by your mobile carrier.

You may unenroll from the Text Banking Service at any time.

<u>Texting Commands.</u> Access account information or perform other actions via SMS (text) message by texting 27374 and entering one of the commands below.

| Text    | Response  |
|---------|---|
| Command |   |
| BAL     | Available account balance - the amount of funds available for immediate use. It's important to know that this amount does not include pending transactions for which we are aware; nor does it consider transactions authorized by you for which we have no awareness. For example, when you write a check or use a debit card to pay a merchant you authorize the transaction amount. However, the credit union does not know about these transactions until the credit union receives and processes them. |
| HIST    | Account history – the most recent 5 transactions  |
| MORE    | Used following the HIST command. Texting MORE will return the next 5 transactions and can be repeated until there are no additional transactions available on your account.   |
| NICK    | A list of all account nicknames.  |
| HELP    | Returns a list of all commands.   |
| STOP    | To Unenroll from the Text Banking Service and stop receiving text messages from the Text Banking Service to your mobile device. You will receive a one-time opt-out confirmation text message. After that, you will not receive any future messages from the Text Banking Service.  |

<u>Fees.</u> BFSFCU provides the Text Banking Service at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Text Banking Service. If you continue to use the Text Banking Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Please refer to our Fee Schedule.

Messaging and data rates from your mobile carrier may apply. Bank-Fund Staff Federal Credit Union recommends you review your contract with your mobile carrier service before enrolling in the Text Banking Service.

<u>Security Procedures.</u> The phone is assumed to be secure with the owner and it is the owner's responsibility to lock the phone for privacy. The balance and transaction history being returned from your account will remain in your messaging history until deleted. It is your responsibility to keep us informed of any change in your authorized mobile or other electronic messaging device number. See Changes to your Mobile Phone Number and/or Email Address below.

By accepting these terms and conditions and by using the Text Banking Service, you acknowledge awareness of the following best practices and your intention to follow these steps to safeguard your text banking capabilities:

- Lock your mobile device using a password, if this is a feature of your device;
- Disable the Bluetooth feature when not in use, if this is a feature of your device;
- Delete your stored text messages regarding account balances or account history;
- Download only from sources you deem trustworthy;
- Use the remote-wipe software or device feature to clear the data on your iPhone or other mobile device in case you lose it;
- · Activate alerts that can inform you about transaction activity on your BFSFCU Accounts

You agree and acknowledge that BFSFCU may cancel the Text Banking Service at any time, for any reason without prior notice, to the extent permitted by applicable law. BFSFCU may at any time, without prior notice suspend temporarily or permanently terminate the Text Banking Service due to inappropriate use or activity, or if your access, to your BFSFCU account(s) is restricted by BFSFCU or any other party for any reason.

BFSFCU will automatically terminate the Text Banking Service should you cease to maintain an eligible account with BFSFCU. BFSFCU may terminate the Text Banking Service after 90-days of inactivity without prior notice.

**CONTACT US AT ONCE** if you believe your mobile device has been lost, stolen or used without your authorization, or **otherwise compromised.** You assume full responsibility for the security and confidentiality of your mobile device, mobile phone number, passwords and personal identification numbers used to access the Text Banking Service.

BFSFCU is not responsible for continued access outside the coverage area of your mobile phone carrier. BFSFCU may inform you from time to time about changes to the way you should access or operate within the Text Banking Service. You agree to observe all such changes and that BFSFCU is not responsible for any interruption, loss or liability that may occur should you or your mobile device not support such changes.

<u>Privacy and User Information.</u> We do not transfer any account numbers, password or such sensitive information. You acknowledge that in connection with your use of the Text Banking Service, BFSFCU and its service providers may receive and may share with one another as part of providing the Text Banking Service, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Text Banking Service.

BFSFCU and its service providers and their affiliates will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Text Banking Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

BFSFCU and its service providers reserve the right to monitor use of the Text Banking Service for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

<u>Changes to your Mobile Phone Number and/or Email Address.</u> You must notify us promptly of any change to your mobile phone number and/or email address. We will rely on the information you have provided until we receive your notification of change. You may update your information in BFSFCU Digital Banking, or, you may call us at 202-212-6400 or 1-800-923-7328, or write to us the address referenced above.

Contact us. Please visit us in person at any BFSFCU branch office. Visit www.BFSFCU.org for a complete list of our locations.

Or, you may contact Member Relations at 202-212-6400 or 1-800-923-7328, via Secure Message in Digital Banking, or write to us at:

Attention: Member Relations Bank-Fund Staff Federal Credit Union 1725 I St, NW, Suite 150 Washington, DC 20006-2406 USA