

H-E-B Federal Credit Union Text Messaging Offers and Information

Terms and Conditions

By participating in HEBFCU Text Messaging Offers and Information, you agree to the following Terms and Conditions:

You consent to receive text messages containing special offers or referencing products we think might be useful to you. 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 HEBFCU product or service. You may revoke your consent at any time.

Text messages are intended to provide you with informational and transaction information as well as marketing and promotional offers (for those who opt in) from H-E-B Federal Credit Union.

- a. To revoke your consent at any time to a specific HEBFCU text messaging number that you do not want to receive texts from, text "STOP". To revoke your consent to all HEBFCU text messaging numbers, text "STOP ALL" to any HEBFCU text messaging number. For help or further information text "HELP."
- **b.** HEBFCU charges no fee for this text messaging service, however message and data rates by your mobile carrier may apply. Supported carriers may change from time to time, but currently include AT&T, Sprint/Boost,/Virgin, T-Mobile/MetroPCS, Verizon Wireless, CellCom USA, Spectrum Wireless, U.S. Cellular, and Google Voice, among others.
- **c.** When sending sensitive information through the text messaging service, always use a secure link that will be provided by an HEBFCU representative. The link can be used to upload sensitive information, such as a driver's license or paystub. Regular text messages are not encrypted and will not support the transmission of MMS and images.
- d. H-E-B Federal Credit Union makes no warranty regarding availability or reliability of this service, and shall have no liability related to any delay or failure in the delivery or receipt of messages from HEBFCU Text Messaging Offers and Information.
- e. HEBFCU may change these terms and conditions at any time. Updated Terms and Conditions shall be effective when posted to the HEBFCU 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.
- **f.** Depending on your relationship with H-E-B Federal Credit Union, the terms of other agreements may apply to your use of the Text Messaging Offers and Information. At a minimum, use of HEBFCUText Messaging Offers and Information by members shall be subject to the terms of the H-E-B Federal Credit Union Account Agreement.
- g. HEBFCU may suspend or terminate your receipt of text messages if we believe you are in breach of these Text Messaging Terms and Conditions and or the Account Agreement. Your receipt of HEBFCU text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of HEBFCU's text messaging, with or without notice.
- h. You agree that any action, dispute, claim, or controversy of any nature between you and HEBFCU arising from or related to HEBFCU Text Messaging Offers and Information, other than claims properly filed in small claims court, will be subject to and resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association upon written request by either party at any time before, or within 90 days after, proper service of a formal claim. Arbitration shall proceed solely on an individual basis, without the right to arbitrate on a class action basis or in a representative capacity. Arbitration shall take place in Bexar County, Texas. The results of any arbitration shall have no preclusive effect on any dispute with anyone who is not a named party to the arbitration. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction.
- i. To receive HEBFCU Text Messaging Offers and Information, you must be a resident of the United States and 18 years of age or older.
- i. H-E-B Federal Credit Union values your privacy. Please see HEBFCU's Privacy Policy here.