

FIRST SOURCE FEDERAL CREDIT UNION

SMS Texting Terms and Conditions

IMPORTANT! PLEASE READ THESE SMS TEXTING TERMS AND CONDITIONS, YOU AGREE TO ABIDE BY AND BE BOUND TO THESE SMS TEXTING TERMS AND CONDITIONS. FURTHERMORE, THESE SMS TEXTING TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECTS HOW DISPUTES WITH FIRST SOURCE ARE RESOLVED.

By initiating a text to any five-digit short code (**i.e., the five-digit number to which text messages is being sent to**) or **First Source Telephone Number** you expressly consent to receive marketing or non-marketing text messages, as applicable, from First Source and others texting on its behalf, including text messages made with an automatic telephone dialing system ("autodialer"), at the telephone number(s) that you provide. You may opt-out of these communications at any time. Consent to receive informational, transactional and account related text messages was implied as part of your signed membership agreement. In addition, consent is not a condition of any purchase or product or service.

Program Description

First Source and its service providers may use an autodialer to deliver text messages to you. First Source text messages are intended to provide you with informational, transaction as well as marketing and promotional information (for those who have opted in or will opt in) regarding First Source products and services (*e.g.*, events and promotions offered by First Source or any of its authorized vendors).

Message Frequency

The number of First Source text messages that you receive will vary depending on which First Source text messaging programs for which you sign up to receive messages and the frequency of the messages sent by those programs.

Cost

Message and data rates may apply to each text message sent or received in connection with First Source text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. First Source does not impose a separate fee for sending First Source text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.

How to Opt-In

To opt-in to receive text messages from a First Source text messaging program(s), please follow the instructions provided by the specific program from which you wish to receive messages. For example, you may be asked to reply in the affirmative in the manner indicated in an initial text message (*e.g.*, Y or Yes, Start).

How to Opt-Out

To stop receiving text messages from a specific First Source text messaging program, text STOP to the five-digit short code (i.e., the five-digit number from which its text messages are being sent) or First Source Telephone Number for the text messaging program from which you no longer wish to receive messages. You acknowledge that you will then receive one (1) final message from First Source confirming your opt-out of that text messaging program. Following such confirmation message, no additional text messages associated with that program will be sent to you unless you re-activate your subscription. **This will only opt you out of the specific text messaging program associated with that five-digit short code.** You will remain opted in to other First Source text messaging programs.

To stop receiving text messages from ALL First Source text messaging programs (excluding Fraud Alerts), text STOPALL to any five-digit short code. (i.e., the five-digit number from which its text messages are being sent) or First Source Telephone Number You acknowledge that you will then receive one (1) final message from First Source confirming your opt-out of ALL First Source text messaging programs. Following such confirmation message, no additional text messages associated with any program will be sent to you unless you opt into specific program from which you wish to receive messages. **This will not opt you out of Online Banking automated alerts. Please visit fsource.org to deactivate alerts or text STOP to the five-digit short code or First Source Telephone Number for the text messaging Alert from which you no longer wish to receive messages.**

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you that you designated as your cell phone on your First Source membership. You are responsible for notifying First Source immediately if you change your mobile telephone number. You may notify First Source of a number change through your online/mobile banking account, or by calling **315-735-8571 or 1-800-735-8571**.

You agree to indemnify First Source in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify First Source if you change your telephone number including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Access or Delivery to Mobile Network is Not Guaranteed

It is your responsibility to determine if your mobile carrier supports text messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of First Source's control, and First Source is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).

Supported Carriers

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.

Carriers are not liable for delayed or undelivered messages.

Support/Help

To request more information, text HELP to the five-digit short code (i.e., the five-digit number from which its text messages are being sent) or First Source Telephone Number for the text messaging program about which you have questions. You may also receive help by contacting First Source Member Care at 315-735-8571 or 1-800-735-8571.

Eligibility

To receive First Source text messages, you must be a resident of the United States and 18 years of age or older. First Source reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

First Source may revise, modify, or amend terms and conditions at any updated terms and conditions are available through your online/mobile banking account or upon request. Your continued consent to receive First Source text messages will indicate your acceptance of those changes.

Termination of Text Messaging

We may suspend or terminate your receipt of First Source text messages if we believe you are in breach of these First Source SMS Terms and Conditions and/or your Membership Agreement. Your receipt of First Source text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. First Source reserves the right to modify or discontinue, temporarily or permanently, all or any part of First Source text messages, with or without notice.

Security

You acknowledge that our text messages are sent to you without being encrypted and may include information about an application or your First Source account. First Source will not include your full account number, password, or other sensitive information in a text message. A text message does not constitute a record for the account to which it pertains. The information in the text messages is provided on an "AS IS," and "AS AVAILABLE" basis. First Source will not be responsible for any loss or damage that could result from interception or misuse of any information by third parties or undelivered text messages. Request for personal information may be done through a secured link provided in the text.

Privacy

Your privacy is important to us. Please visit [fsource.org](https://firstsource.org) to review our privacy statement.

Arbitration and Class Action Waiver

Please read this carefully. It affects your rights.

Any dispute and/or any and all claims relating in any way to your receipt or use of First Source text (SMS) messages will be resolved by binding arbitration, rather than by a court.

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) between you and First Source or First Source's employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except that you or First Source may take claims to small claims court if the dispute qualifies for hearing by such court. In addition, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and First Source hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in these First Source Terms and Conditions and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND FIRST SOURCE ARE EACH WAIVING THE RIGHT TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING, EXCEPT THAT FIRST SOURCE SHALL RETAIN THE RIGHT TO COMMENCE AN ACTION IN THE SUPREME COURT OF THE STATE OF NEW YORK RELATED TO ANY COLLECTION OF DEBTS ALLEGEDLY OWED TO FIRST SOURCE BY YOU.**

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND FIRST SOURCE AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Arbitration under this agreement shall be held in the United States county where you live, or if you no-longer live

in New York at the time of the commencement of arbitration then the arbitration shall be held in the County of New York where you last resided or where you lived when you became a member of First Source, or any other location we mutually agree to, subject to New York law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

OPT-OUT OF AGREEMENT TO ARBITRATE: You can decline this agreement to arbitrate by emailing First Source at membermail@fsource.org, or by contacting us, and providing the requested information as follows: (1) your name, (2) your address, (3) your phone number, (4) the URL containing the Arbitration and Class Action Waiver provision for the First Source SMS Terms and Conditions, and (5) clear statement that you wish to opt out of this arbitration provision. This opt-out notice must be submitted no later than 30 days after the date you first accept these First Source Terms and Conditions.