Text and Chat Messaging Program Terms and Conditions

Floridacentral Credit Union ("Credit Union", "we", or "us") operates a Text and Chat messaging program (the "Program") subject to these Text and Chat Messaging Program Terms and Conditions (the "Messaging Terms"). The Program and our collection and use of your personal information is also subject to our Online Privacy Policy. By enrolling, signing up, using, or otherwise agreeing to participate in the Program, you accept and agree to these Messaging Terms and our Online Privacy Policy.

1. Program Description: We may send you promotional messages to advertise and promote Credit Union products and services and transactional messages related to an existing or ongoing transaction. Messages may be delivered in various formats through the Program. Messages may be sent using an automated technology, including an auto-dialer, automated system, or automatic telephone dialing system. Message frequency will vary but, if communication is not initiated by you, frequency will not exceed 3 messages per week. You agree that we may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. We do not charge for messages sent through the Program but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for SMS and MMS alerts.

2. User Opt-In: By initiating a chat communication or by providing your mobile phone number to us, you are voluntarily providing consent to opt-in to the Program and you agree to receive recurring messages from us, to include at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal "Do Not Call" list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us. Your participation in the Program is completely voluntary.

3. User Opt-Out and Support: You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving messages from us, or you no longer agree to these Messaging Terms, reply STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE to any message from us. You may continue to receive messages for a short period while we process your request, and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only method of opting out. Our messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Messaging Terms. We may also change the telephone number or short code we use to operate the Program, and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4. Security: Text messages are not encrypted. Do not attempt to send sensitive information via text messaging. Floridacentral Credit Union will never ask that you send us sensitive information via text message. If you receive a text message purported to be from Floridacentral Credit Union and requesting sensitive information, please do not respond and contact Floridacentral Credit Union immediately by phone at 813-879-3333 or 800-528-3330 during regular business hours. Requests for personal information or sensitive records and/or documents will be submitted through a secured link provided in the text. 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. Floridacentral Credit Union 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.

   Floridacentral Credit Union may send you text messages containing HTTPS links to exchange sensitive or non-public information online to https://message.floridacentralcu.com/ssu/. Always verify the spelling of the web address before you open any links.

5. Disclaimer of Warranty and Liability: The Program is offered on an "as-is" and "as available" basis and may not be available in all areas, at all times, or on all mobile providers. You agree that the Credit Union will not be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program. Floridacentral Credit Union assumes no responsibility or liability for any errors, omissions, or inaccuracies in the content of our website. The information provided by the Credit Union is for general informational purposes only.

6. Modifications: We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

7. Eligibility: To receive Credit Union text messages, you must be 13 years of age or older. We reserve the right to require you to prove that you are at least 13 years of age.

8. Entire Agreement and Successors in Interest: These Messaging Terms contain the entire agreement between the Parties hereto with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

9. Governing Law and Forum Selection Clause: These Messaging Terms shall be construed and interpreted in accordance with the laws of the State of Florida. Any action of any kind relating to these Messaging Terms, or the Program, shall be filed and maintained only in a Court of competent jurisdiction located in Hillsborough County, Florida.

10. Headings: Headings throughout these Messaging Terms are for convenience of reference only and shall not constitute a part of these Messaging Terms, and they shall not affect these Messaging Terms' meaning, construction, or effect.

11. Severability: Should any portion, paragraph, provision, or clause in these Messaging Terms be found to be ineffective, invalid, or unenforceable for any reason, the remainder of these Messaging Terms shall remain valid and enforceable.

12. Waiver of Jury Trial: THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO A JURY TRIAL AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION RELATED TO THESE MESSAGING TERMS, OR THE PROGRAM, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A JURY TRIAL.

13. ARBITRATION PROVISION AND CLASS ACTION WAIVER:

    a. Arbitration. Arbitration means an impartial third party will hear the dispute between Floridacentral Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable, subject to certain limited rights to appeal the arbitrator's decision.

    b. Arbitration Provision. You or we may elect to have any Claim (defined below) resolved by neutral binding arbitration instead of in court. If either You or We elect to resolve a particular Claim through arbitration, you waive any right you have to resolve a Claim between you and us in court. You waive any right you have to participate as a class representative or class member. You also agree to arbitrate all issues surrounding this Provision, including whether or not any specific matter or part of this Provision is subject to arbitration.

    c. 30 Days to Resolve Claims Before Initiating Arbitration. Before you start an arbitration, you agree to write to us at our Tampa address (or any changed address that we have provided to you in writing) and give us an opportunity to resolve your Claim. Your letter must tell us your name and account number, describe your Claim, including the dollar amount of your Claim, and describe any other information you need from us. Before we start an arbitration, we must write to you at your address in our records, describe our Claim, including the dollar amount of our Claim, and give you an opportunity to resolve the Claim. We each have 30 days from receipt of notice to resolve the Claim before starting an arbitration.

    d. Claim. Claim means any claim or dispute, whether arising in law, equity, or otherwise, and regardless of the type of relief sought involving these Messaging Terms, or the Program, as well as the validity, enforceability and scope of this Arbitration Provision. Claims include initial claims, counterclaims, crossclaims, and third-party claims.

e. County Court Claims. You and we retain the right to seek individual relief in County Court, in Hillsborough County Florida

f. only, so long as the Claim is only in that court and is within that court's jurisdiction. Filing or pursuing a Claim in County Court does not waive any right to seek arbitration for Claims outside the court's jurisdiction or if the Claim is transferred, removed, or appealed to a different court.

g. Excluded Claims. The following Claims, called Excluded Claims, are excluded from the arbitration process: individual injunctive relief. Pursuing an Excluded Claim in court does not waive any right to seek arbitration for any Claims that are not Excluded Claims.

h. Non-Waiver. Even if a Claim is brought in court, you or we may choose to arbitrate any Claim made by a new party or any Claim later asserted by a party in that action or any related or unrelated lawsuit.

i. Arbitration Process. Arbitrations will be conducted by the American Arbitration Association ("AAA") or another arbitration organization, subject to agreement by both you and us. You can find the rules of the AAA by visiting its website at www.adr.org. Arbitrators must be attorneys or retired judges with at least 15 years of experience practicing law. Arbitrators must be selected according to rules of the AAA or any other agreed arbitration organization. Arbitrators must apply substantive governing law and applicable statutes of limitation.

j. The arbitration hearing will be conducted before a single arbitrator in Hillsborough County, Florida. The arbitration may take place somewhere else more convenient to you if required by the rules of the AAA or any other agreed arbitration organization. If you and we agree, the arbitration can be conducted by telephone or by videoconference.

k. The arbitration award must be in a written, reasoned opinion. The arbitrator's decision is final and binding. You and we have a limited right to appeal as permitted under the Federal Arbitration Act, except that if any arbitration results in an award of damages of $100,000 or more, either you or we may appeal that award to a three (3) arbitrator panel (selected under AAA rules), which arbitration panel will hear the Claim de novo.

l. Fees and Expenses. You will pay an administrative fee and arbitrator's fees. The AAA caps your fees depending on the amount of any Claim that you file. In any arbitration proceeding, You and we will each pay our own attorney's fees and witness and experts' expenses.

m. Limitations. The arbitrator may award punitive damages only if and to the extent allowed under similar circumstances in a Florida state court under Florida law. The arbitrator must follow Florida law regarding the amount of punitive damages. The arbitrator must state the exact amount of the punitive damages award. The arbitrator must allow you and us the same procedural rights and use the same standards and guidelines that would apply in a lawsuit filed in a Florida state court. The arbitrator may award individual injunctive relief for the benefit of either party to the arbitration. The arbitrator may not award injunctive relief for the benefit of other persons.

n. Applicable Law. This Arbitration Provision relates to transactions involving interstate commerce. Any arbitration under this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), and the law of the State of Florida will apply.

o. CLASS ACTION WAIVER. You agree not to bring or participate as a class representative or a class member in any class action in court, or in arbitration, or in any other consolidated proceeding. Any disputes between you and us must be resolved on an individual basis. Class-wide arbitration is not available, and arbitration will not be conducted on a class-wide basis.

p. Other Agreements. If any part of this Arbitration Provision, other than the Class Action Waiver, is found by a court or arbitrator to be unenforceable, the remainder is enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision is unenforceable. This Arbitration Provision will survive the termination of any deposit or loan accounts, regardless of reason for termination. Either you or we can compel arbitration in any court proceeding, regardless of which party filed suit. Either you or we can enforce an arbitration award. This Arbitration Provision does not stop you from filing a complaint with a federal, state, or local regulator.

Prevailing Party Attorneys' Fees Provision: In any action of any kind relating to these Messaging Terms, or the Program, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non

prevailing party, in addition to any other recovery to which the prevailing party may be entitled.