

Geismar Complex Federal Credit Union SMS Texting Terms and Conditions

By initiating a text to GCFCU you expressly consent to receive marketing or non-marketing text messages, as applicable, from GCFCU 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

GCFCU and its service providers may use an autodialer to deliver text messages to you. GCFCU 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 GCFCU products and services (e.g., events and promotions offered by GCFCU or any of its authorized vendors).

Message Frequency

The number of GCFCU text messages that you receive will vary depending on which GCFCU 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 GCFCU 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. GCFCU does not impose a separate fee for sending GCFCU 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 GCFCU 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 GCFCU text messaging program, text STOP to the GCFCU 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 GCFCU 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 not opt you out of Online Banking automated alerts. Please visit www.gcfcu.net and log into your account to deactivate alerts.

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 GCFCU membership. You are responsible for notifying GCFCU immediately if you change your mobile telephone number. You may notify GCFCU of a number change by contacting us at (225) 673-3371 or (800) 375-2274. You agree to indemnify GCFCU in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify GCFCU 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 GCFCU's control, and GCFCU is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).

Changes to Terms and Conditions

GCFCU may revise, modify, or amend these GCFCU. SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to GCFCU's website <https://www.gcfcu.net>. You agree to review these GCFCU. SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive GCFCU text messages will indicate your acceptance of those changes.

Termination of Text Messaging

We may suspend or terminate your receipt of GCFCU text messages if we believe you are in breach of these GCFCU SMS Terms and Conditions and or your Membership Agreement. Your receipt of GCFCU text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. GCFCU reserves the right to modify or discontinue, temporarily or permanently, all or any part of GCFCU 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 GCFCU account. GCFCU 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. GCFCU 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.

Arbitration and Class Action Waiver

You agree that any action, dispute, claim, or controversy of any nature between you and GCFCU arising from or related to GCFCU Text 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 Ascension Parish, Louisiana. 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.