



Bank on a *meaningful* difference

St. Cloud & Sartell MN
320-252-2634

**FRAUD TEXT ALERTING SERVICE
WITH CONSENT TO AUTOMATIC
TELEPHONE DIALING SYSTEM
TERMS & CONDITIONS**

St. Cloud Federal Credit Union Fraud Text Alerting Service enables you to receive "text" messages from time to time concerning information and other issues relating to your St. Cloud Federal Credit Union account(s).

By signing up to receive one or more of the notices that are offered by the St. Cloud Federal Credit Union Fraud Text Alerting Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

We send account alerts to you based upon the instructions you provide to us. The "text" cell phone or other mobile device text numbers you provide are neither reviewed nor verified by St. Cloud Federal Credit Union prior to or following activation of the account alerts service. You hereby acknowledge and accept that each account alert is sent to you without being encrypted and may include your name and information pertaining to your St. Cloud Federal Credit Union account(s).

It is your responsibility to determine if your mobile service provider supports text messaging and your cell phone or other mobile device is capable of receiving text messages. St. Cloud Federal Credit Union's account alerts are subject to the terms and conditions of your agreement(s) with your cellular phone carrier and/or internet service provider. You are solely responsible for any and all fees imposed by your cellular phone service and/or internet service provider of any kind whatsoever.

You acknowledge and agree that your receipt of any account alerts may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider(s) and other factors outside St. Cloud Federal Credit Union's control. We neither guarantee the delivery nor the accuracy of the contents of each account alert. You agree to not hold St. Cloud Federal Credit Union, its directors, officers, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an account alert; (b) inaccurate or incomplete content in any account alert; or (c) your reliance on or use of the information provided in an account alert for any purpose.

St. Cloud Federal Credit Union provides this service as a convenience to you for information purposes only. An account alert does not constitute a transaction record for the deposit or credit of the account(s) to which it pertains. St. Cloud Federal Credit Union reserves the right to terminate its account alerts service or begin charging a fee for such service at any time without prior notice to you. Nothing contained in this Alerts – Terms & Conditions statement replaces or supersedes anything contained in any other agreement you have made with St. Cloud Federal Credit Union.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications-including but not limited to text messages prerecorded or artificial voice message calls, and calls made by an automatic telephone dialing system-from us and our affiliates and agents at that number. You certify that you are the owner of the contact number or authorized to grant St. Cloud Federal Credit Union Card Messaging Services consent to contact you at the number provided. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose.

Alerts received as text messages on your mobile phone may incur a charge from your mobile service provider. Customer will be solely responsible for any legal liability arising out of or relating to the Customer SMS Content related to its use of the St. Cloud Federal Credit Union Card Messaging Services. If St. Cloud Federal Credit Union is notified or otherwise becomes aware that Customer SMS Content violates the requirements of this Subsection (C), St. Cloud Federal Credit Union shall immediately notify Customer of such notification and awareness and St. Cloud Federal Credit Union may (but shall not be required to) investigate the allegation and determine whether to remove or to request that Customer remove such Customer SMS Content from the St. Cloud Federal Credit Union Card Messaging Services, in the event that advance notice to Customer of such request for removal is reasonably practical, and if Customer refuses such request, St. Cloud Federal Credit Union may (but shall not be required to), upon written notice to Customer block Customer SMS Content and/or either suspend or terminate the SMS Messaging Services. St. Cloud Federal Credit Union shall not be liable for any damages incurred by Customer because of any such removal, suspension or termination. Customer agrees that it and its Third Party Content Providers will not permit the St. Cloud Federal Credit Union Card Messaging Services to be used to transmit or disseminate any:

- (A) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer or its End Users do not otherwise have a legal right to send such material,
- (B) material that infringes or violates any third parties intellectual property rights, rights of publicity privacy or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers.
- (C) material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of St. Cloud Federal Credit Union or any third-party service provider involved in the provision of the SMS Messaging Services;
- (D) material or data that is alcoholic beverage-related (e.g. beer wine, or liquor) tobacco-related (e.g. cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g. firearms, bullets), illegal drugs-related (e.g. marijuana, cocaine), pornographic-related (e.g. adult themes, sexual content), crime-related (e.g. organized crime, notorious characters), violence-related (e.g. violent games) death-related (e.g. funeral homes mortuaries), hate related (e.g. racist organizations) gambling-related (e.g. casinos, lotteries) specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier.

- (E) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- (F) material or information that is false, misleading, or inaccurate;
- (G) material that would expose St. Cloud Federal Credit Union, any third party service provider involved in providing the St. Cloud Federal Credit Union Card Messaging Services, or any other third party to liability;
- (H) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of St. Cloud Federal Credit Union Card Messaging Services or any third party, and/or
- (I) any additional or supplementary content identified by a Network Operator or related service provider from time to time as being prohibited content.
- (J) St. Cloud Federal Credit Union may upon notice to Customer suspend provision of any or all of the SMS Messaging Services at any time in the event that:
 - I. St. Cloud Federal Credit Union is obliged or advised to comply with an order, instruction, directive or request of a Governmental Body or Network Operator which requires it to do so, in the reasonable judgment of St. Cloud Federal Credit Union, or
 - II. St. Cloud Federal Credit Union has good faith reason to believe that Customer is in breach of any of its obligations under this Subsection (c); or
 - III. One or more of the Network Operators or other service provider upon which the provision of the St. Cloud Federal Credit Union Card Messaging Services hereunder is dependent suspends its provision of those services to St. Cloud Federal Credit Union

St. Cloud Federal Credit Union shall have the right to terminate the Card Messaging Services upon ninety (90) days written notice (or such shorter period as may be imposed on St. Cloud Federal Credit Union by a Governmental Body or service provider) in the event that (1) the law prohibits any of the exiting Network Operator contracts of St. Cloud Federal Credit Union or St. Cloud Federal Credit Union's provider of the Card Messaging Services (2) there is any modification to the Mobile Marketing Association Code of Conduct or (3) there is any change in other applicable laws or regulations. However nothing shall prohibit St. Cloud Federal Credit Union from suspending the Card Messaging Services due to events under Subsection (c)(iv) above.

Notwithstanding anything in the Service Agreement to the contrary, Customer understands and agrees that card messages and content shall be transmitted over various third party networks and systems and that St. Cloud Federal Credit Union shall not be responsible for the confidentiality, privacy or data security of any information or data of Customer (including but not limited to any personal information), nor for any Payment Card Industry (PCI) compliance or other confidentiality, privacy or data security laws, rules, regulations, guidelines or obligations related to such information or data of Customer to the extent that such information or data is provided to a Network Operator or other service provider upon which the provision of the Card Messaging Services is dependent.

The Card Messaging Services are specific to US carriers only, and does not include international service.