

Advia Credit Union Text Offers and Information Terms and Conditions Effective April 1, 2024

By texting "Advia" to 23828, you are opting in to Advia CU Text Offers and Information (SMS/MMS), you must be at least 18 years old, and you agree to the following terms and conditions:

- **a.** 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 Advia CU product or service. You may revoke your consent and opt out at any time.
- **b.** To opt out at any time, text "STOP" to ADVIA (23828). For help or further information, text "HELP" to ADVIA (23828). Opting out of this text service will not opt you out of any other automated text service you have enrolled in with Advia CU.
- c. You will not receive more than fifteen (15) text messages from Advia CU per month.
- **d.** Advia CU charges no fee for this text service but your cellular carrier's message and data rates may apply. Participating carriers include, but are not limited to, AT&T, Verizon, T-Mobile, and Sprint. Carriers are not liable for delayed or undelivered messages.
- e. Text messages are not encrypted. Do not attempt to send sensitive information via text messaging. Advia CU will never ask you to send sensitive information via text message. If you receive a text message claiming to be from Advia CU requesting sensitive information, please do not respond and contact Advia CU immediately at 844.238.4228.
- **f.** Advia CU makes no warranty regarding availability or reliability of this service and Advia CU shall have no liability related to any delay or failure in the delivery or receipt of messages from Advia CU Text Offers and Information (SMS/MMS).
- g. Advia CU may change these Terms and Conditions at any time. We will advise you if these Terms and Conditions change. Updated terms and conditions shall be effective when posted to Advia CU's 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.
- h. Advia CU may cancel your subscription to this text messaging service at any time without notice to you.

- i. Depending on your relationship with Advia CU, the terms of other agreements may apply to your use of Advia CU Text Offers and Information (SMS/MMS). At a minimum, use of ADVIA CU Text Offers and Information (SMS/MMS) by Advia CU members shall be subject to the terms of the Advia CU Membership and Account Agreement.
- j. You agree that any action, dispute, claim, or controversy of any nature between you and Advia CU arising from or related to Advia CU Text Offers and Information (SMS/MMS), 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 Kalamazoo, MI. 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.

k. Advia CU values your privacy. Please see Advia CU's Privacy Policy at https://www.adviacu.org/docs/default-source/disclosures/advia-credit-union-privacy-disclosure.pdf?sfvrsn=3223a0eb_3/%20Advia-Credit-Union-Privacy-Disclosure%20.pdf