# Rave Financial Credit Union Text Message (SMS) Service Terms of Use

# 1. Wireless Carrier's Messaging Charges May Apply.

Rave Financial Credit Union ("Rave Financial") does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. The number of messages may vary.

Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

#### 2. Consent.

By subscribing to receive text messages from Rave Financial (the "Service"), you expressly authorize Rave Financial, its affiliates or any party acting on behalf of Rave Financial to contact you via text message to the number you provide. You agree that Rave Financial may use an automatic dialing system to send text messages at any number listed.

In addition to this Consent, Rave Financial also may confirm your consent upon initiation of a text communication, or as required by law or regulations.

Depending on your relationship with Rave Financial, the terms of other agreements may apply to your use of the Service. At a minimum, use of the Service shall be subject to the terms of the applicable Membership, Account, and Arbitration Agreement found at bankwithrave.com/legal.

## 3. Authorized Users Only.

You represent that you are the owner of, or an authorized user of, the wireless device you use to subscribe to this Service, and that you are authorized to approve the applicable charges. You also represent that you are authorized to provide any cellular phone numbers you wish to enroll.

You agree to notify us immediately of any changes to your registered device. In case of unauthorized access to your Device or Service, you agree to cancel enrollment associated with the Device immediately.

You understand the SMS sent may be seen by anyone with access to your Device. You are responsible for safeguarding your Device and your SMS if you want them to remain private. SMS are not encrypted. DO NOT ATTEMPT TO SEND SENSITIVE OR CONFIDENTIAL INFORMATION VIA SMS. If you receive a SMS purported to be from Rave Financial requesting submission of sensitive information via SMS, please do not respond and contact us immediately at 409.892.1111 800.892.1111 or visit us at MobiloilX (available via desktop through www.bankwithrave.com/ravevideo, on the AppStore or Google Play store). Rave Financial will provide information to you regarding secure methods to submit sensitive information.

# 4. Messaging or Transmission Failures.

Rave Financial is not responsible for any delays or failures in your receipt of any SMS messages, as delivery is subject to effective transmission from your network operator and processing by your mobile device. The Service is provided on an AS IS, AS AVAILABLE basis.

You agree that Rave Financial will not be liable for failed, delayed, or misdirected delivery of any information sent through the service; any errors in such information; any action you may or may not take in reliance on the information or service; or any disclosure of account information to third parties resulting from your use of the service. We will not be liable to you for special, indirect or consequential damages.

## 5. Data Collection and Use.

Data obtained from you in connection with this Service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide.

We may use this information to contact you and to provide the service you request from us, and to otherwise operate, develop and improve the Service. Your wireless carrier and other service providers also may collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the Service to transmit your text message or as otherwise described in this document.

We reserve the right at all times to disclose any information as necessary to: (a) satisfy any law, regulation or governmental request; or (b) protect our rights or property.

When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete, and true information.

#### 6. Rights in the Service.

The Service as well as the content and materials received through the Service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the Service or its functionality.

## 7. United States Use only.

The Service is available only in the United States.

#### 8. Updates to Terms; Termination.

These Terms are subject to revision by Rave Financial and may be modified at any time. Updated terms and conditions shall be effective when posted to our website bankwithrave.com/legal. You agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of the Service after the terms and conditions have been changed shall constitute your acceptance of the new terms and conditions.

We may suspend or terminate the Service to you if we believe you are in breach of our terms and conditions. This Service also is subject to termination in the event your wireless service terminates or lapses. We may discontinue the Service at any time.

## 9. Privacy

For our privacy policy, see here: bankwithrave.com/legal.

Rave Financial respects your privacy. We will not share or use your mobile number for any other purpose. No mobile information will be shared with or sold to third parties/affiliates for marketing/promotional purposes. We will only use information you provide to transmit your text message. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such information is untrue, inaccurate or incomplete, we may refuse you access to the Service and pursue any appropriate legal remedies.