

## APCI FCU SMS Texting Service Agreement

APCI Federal Credit Union (FCU) agrees to provide you with SMS Texting Service (the “**Service**”). By enrolling in the Service, you agree to all the terms and conditions contained in this SMS Texting Service Agreement (the “**Agreement**”). From time to time, we may amend these terms and modify or cancel Services we offer without prior notice to you, except as may be required by applicable law. Your continued use of the Service shall indicate your agreement, acknowledgement and acceptance of any such changes.

### Definitions

As used in this Agreement, the following terms have the following meanings:

- “**Account(s)**” means your eligible APCI FCU share savings, share draft checking, loan, and other APCI FCU products that can be accessed through APCIRCUIT® PC Home Banking Service;
- “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses APCIRCUIT; and
- “**APCI FCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means APCI Federal Credit Union.

APCI eMobile allows you to access your Account(s) through a SMS text enabled Mobile Device. By activating/registering your Mobile Device for this Service, you agree to receive and send electronic text messages about your Account(s). APCI FCU will send electronic text messages to you based upon the instructions you provide at the time of the SMS request that you send. You hereby acknowledge, agree and accept that each message shall be sent to you without being encrypted and will include certain information requested with respect to your Account(s).

You may request and receive electronic text messages concerning your Account(s) on any text enabled Mobile Device. It is your sole responsibility to determine: 1) if your wireless carrier provider supports text messages; and 2) if your Mobile Device is capable of receiving text messages. APCI FCU SMS text messages are subject to the terms and conditions of your agreement with your wireless carrier provider and you acknowledge and agree that your use of the SMS Service may result in additional or changed fees by your mobile device carrier. Once you activate your Mobile Device for this Service, you are responsible for keeping any personal information stored within your Mobile Device secure. For your protection, you agree to:

1. Log into APCIRCUIT PC Home Banking Service (APCIRCUIT) and cancel SMS texting if you or your wireless carrier provider cancel your service;
2. Log into APCIRCUIT and cancel SMS texting if your Mobile Device is lost or stolen; and
3. Log into APCIRCUIT and cancel or edit SMS texting if there are any changes to your wireless carrier provider or Mobile Device number.

You acknowledge, agree and understand that your receipt of any SMS text messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). For the avoidance of doubt, we shall not be liable for any failure to deliver a text message or any inaccuracy with respect to the content of such text messages. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTY THAT THE SERVICES: (i) WILL MEET YOUR

REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ACCORDINGLY, WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT), WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. You agree to the terms of the "Indemnification Obligation" clause as specified in the APCIRCUITPC Home Banking Service Agreement. YOU ALSO AGREE AND ACKNOWLEDGE THAT, UNDER NO CIRCUMSTANCES SHALL, CREDIT UNION LIABLE FOR ANY LOSSES, DAMAGES OR COSTS (OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES) THAT MAY ARISE IN WHOLE OR IN PART, FROM:

1. Non-delivery, delayed delivery, or the misdirected delivery of any message; or
2. Inaccurate or incomplete content in any message; or
3. Your reliance on or use of the information provided in any SMS message for any purpose.

We provide this Service as a convenience to our members. We do not use text messages for any purpose not included in this Agreement and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS text message does not constitute an official record for the Account to which it pertains. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately, or at any time, without prior notice to you. As a convenience, we may (but will not be obligated to) send electronic notices to you regarding changes to the Services.

We do not charge a fee to use the Service; however, you understand and agree that other fees may apply and you are responsible for such fees. Please refer to our fee schedule available on our website at [apcifcu.org](http://apcifcu.org). You further understand and agree that any fees, if applicable, are separate from any other charges that may be assessed by your wireless carrier for text messages or other forms of communication sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including short message service (SMS). All provisions of any agreements or disclosures previously made pertaining to your Account(s) remain in effect and are not superseded or amended by this Agreement.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

The terms and conditions of this Agreement constitute the entire agreement to use the Services as described herein and may be modified or amended by the APCI FCU as described above. The terms and conditions of this Agreement are in addition to all other terms and conditions in agreements governing your Account with the APCI FCU and constitute an amendment of those other agreements.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



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No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the Credit Union. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the Commonwealth of Pennsylvania, County of Lehigh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.