

## **SMS / Text Communications Terms of Use Policy**

These terms of use govern how Climb Credit Union (“Climb”, “we”, “us”, or “our”), the servicer on your account(s), may communicate with you via Short Message Service (SMS) (“Service”). The person who is using the Service shall be referred to as “you” or “your”.

We require your consent before we can send you SMS messages. By providing us with your mobile number, you consent to the receipt of SMS messages. By providing your consent, you agree that we may send SMS messages to any mobile number you provide to update you on the status of your account(s) while we service them. You understand that your participation in this Service is voluntary and not a condition of any purchase or transaction with us. You are not required to sign up for this Service to make purchases or use any of our products or services.

These Terms of Use may be revised periodically, and they may include changes from earlier versions. If any provision is found invalid or unenforceable pursuant to a judicial or arbitration decree, the remainder of these Terms shall remain valid and enforceable according to its terms. We may make amendments to these Terms at any time at our sole discretion. By continuing to receive SMS messages, you agree to the most recent version of these Terms, which are always available online. Please check back regularly for any changes. If you have questions, please contact us as described under the **Support** section.

You may also receive SMS messages related to fraud activity independent of this Service.

### **Consent to Receive SMS Messages**

By consenting to receive SMS messages from us, you agree to receive messages through your wireless provider at the mobile number you provided. Message and data rates may apply. You confirm that you are the account holder of the mobile number provided or have the necessary authorization to receive messages at this number. Providing Climb with a new number would opt you in unless otherwise notified.

### **Right to Opt-Out**

You may opt-out of receiving SMS messages at any time by replying STOP to any SMS message. After replying STOP, you will receive one additional message confirming you no longer consent.

You understand that opting out of this Service does not impact fraud activity SMS messages. Similarly, opt-out of fraud SMS does not impact this Service.

Please contact Climb at 303-427-5005 if you wish to opt back in.

## **Frequency and Rates**

Message and data rates may apply to any SMS messages sent to you from us and from you to us. SMS message frequency will vary depending on your account(s) activity. If you have questions about your messaging plan or data plan, please contact your wireless provider.

## **Limitation of Liability**

We are not liable for any loss resulting from causes beyond our direct control, including but not limited to electronic or mechanical equipment failures, communication line issues, power outages, viruses, hacking, theft, operator errors, banking system delays, severe weather, natural disasters, labor disputes, terrorism, wars, or governmental restrictions. In addition, we will not be responsible for any issues, costs, or consequences related to:

1. Our inability to confirm your identity,
2. Inaccuracies or errors in the information or material sent to you,
3. Service termination or suspension,
4. Your failure to provide accurate, current, and complete information.

Except as specifically provided in these Terms or otherwise required by applicable law, you agree our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, consequential, or punitive damages for this Service. You also agree to hold harmless and indemnify us (and our officers, directors, employees, or contractors) against any claims, damages, losses, liability, or expenses (including legal fees) resulting from any third-party claim that we are responsible for any act or omission by you, or any third party due to or arising out of your breach of these Terms. In no event shall we be liable for any consequential, special, punitive, or indirect loss or damage, including but not limited to loss resulting from wrongful dishonor arising from our acts or omissions under these Terms.

Furthermore, without limiting the generality of the foregoing or the provisions of these Terms, we shall be excused from failing to act or delay in acting if caused by legal constraint, communication interruptions, equipment failures, emergencies, or other circumstances beyond our control.

## **Supported Carriers and Service Interruption**

This Service should be available through your device when within your wireless carrier's operating range but may not be available on all devices or all carriers. We may, in our discretion, limit supporting carriers without notice.

SMS messages are provided for informational purposes only. We make no representations or warranties regarding the accuracy, timeliness, or completeness of the information provided. Information or content delivery to your device may fail due to various circumstances outside our control. You understand mobile network services are outside of our control. We or your wireless carrier are not liable for delayed or undeliverable messages.

### **Privacy**

We respect your privacy and are committed to protecting your personal information. Our Privacy Notice explains how we handle any personal data or information collected from SMS messages sent to or from you. You can also review our Privacy Notice on our website. By consenting to receive SMS communications, you acknowledge that you have reviewed and agree to the data practices outlined in the Privacy Policy.

No mobile information, including opt-in data and consent, will be shared with third parties for marketing or promotional purposes. However, third-party service providers may be used to deliver messages on our behalf, and they are required to maintain strict confidentiality and security standard. Third-party service providers also maintain their own opt in/out records that Climb is not responsible for tracking.

### **Sensitive Information**

SMS messages may not be encrypted. Do not send confidential data like passwords, full account numbers, Social Security numbers or other sensitive personal information to us via SMS.

We will never request you to provide sensitive account details or personal data through SMS. If you receive SMS messages claiming to be from us and asking for such confidential information, do not respond and contact customer service immediately.

### **Mobile Numbers**

It is your responsibility to ensure that your contact information, including your mobile phone number, is accurate and up-to-date. Please notify us promptly if you change your mobile phone number.

### **Customer Duty**

You have a duty to promptly report unauthorized SMS activity, breach of SMS security protections, or loss or theft of enrolled device.

## **Spam**

We will never send you unsolicited spam SMS messages. You also agree not to send spam texts to our SMS short codes or customer support SMS numbers. Sending spam refers to sending unwanted, unsolicited SMS messages to recipients who have not consented. Both we and you agree not to send spam texts to each other.

First-time violations will receive a warning, but ultimately your enrollment in SMS alerts may be terminated if you continue sending spam messages after being notified.

## **Governing Law and Dispute Resolution**

Any dispute arising out of or relating to these Terms of Use shall be governed by and construed in accordance with the laws specified in the Cardholder Agreement between you and the issuing banks. The dispute resolution mechanisms outlined in the Cardholder Agreement shall apply to any such dispute. By opting in to receive SMS alerts, you acknowledge and agree to the terms of the Cardholder Agreement regarding governing law and dispute resolution.

## **Support**

For Service support or assistance, text HELP to the message you received or contact us by email at [MemberSolutions@climbcu.org](mailto:MemberSolutions@climbcu.org). We will respond with instructions on using the Service and how to unsubscribe. You may opt-out of the Service at any time by texting the single keyword command STOP to the message you received.

For additional help, contact us by phone or in writing:

303-427-5005

5005 W 60th Ave, Arvada CO 80003