

**Old Hickory Credit Union's  
Text Messaging Service  
Terms and Conditions**

While it is not required to receive communications electronically in order to open your account, for speed and operational efficiency, our institution's preferred method of member communication is electronic. As such, our institution offers this text messaging service to help you stay informed of important updates about your account and its features, functions, capabilities, and benefits.

**Your Consent To Receive Text Messages:** By executing these Terms and Conditions, you agree you: (a) are able to view information electronically on your own device(s); (b) permit us to obtain and provide information about your account(s) to you; and (c) are granting Old Hickory Credit Union, and our authorized representatives and service providers acting on our behalf, including without limitation, Kasasa, Ltd., your express written consent to contact you at any mobile number you provide to us in connection with your account(s) to send you text messages. These authorized text messages may include information about your account(s) sent by an automatic telephone dialing system or other automated system for the selection or dialing of telephone numbers. You acknowledge these Terms and Conditions contain a binding arbitration and class action waiver. You acknowledge that you are not required to consent to the receipt of automated text messages as a condition of opening an account or purchasing any goods or services.

The following terms and conditions apply to our text messaging services.

**Record of Your Consent:** You agree our institution may use an electronic record to document your above consent. To view and retain an electronic copy of your above consent and these Terms & Conditions you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you'll also need an email account you can access from the device, along with a browser or other software that can display the emails. To request an email or paper copy of these Terms and Conditions or to update our records with your contact information, please call (615) 847-4043 or 1-800-998-4043. These Terms & Conditions still will apply if you withdraw the consent mentioned above or opt-out of our institution's text message services.

**Description of Message Service(s):** As set forth above, our institution and/or our service providers acting on our behalf may use an auto dialer and/or other automated systems for the selection or dialing of telephone numbers to deliver text messages (including, but not limited to, SMS and MMS) to the valid phone number(s) that you provide. Text messaging may include one-time or recurring texts related to, but not limited to, the following:

- **Member Relations and Account Information:** You may receive text messages about surveys, educational seminars, and community activities. We may also text you information and updates about your account, including, without limitation, instructions on how to optimize your account(s)' capabilities, features, and benefits and other account activity and status information.
- **On-Demand Text Message Reply Services:** You may receive text messages that fulfill certain on-demand requests you may make to sign up for email marketing; friends and family programs; special offers; mobile apps; entries into contests; or for other information or support.

**How To Opt-Out:** After opting-in, you may revoke your consent to receive automated text messages from our institution at any time by (1) calling (615) 847-4043 or 1-800-998-4043; (2) writing us at Old Hickory Credit Union, ATTN Marketing, P.O. Box 140478, Nashville, TN 37214 or (3) sending a return text with **"STOP"** in response to any text you receive from our text message service. You understand and agree that your request may generate either a confirmation text or a request to clarify the specific text message service or message category to which it applies if you are receiving more than one service or category of messages.

**Support/Help:** For further help or to request additional information, send a return text with **"HELP"** to the appropriate short code or the institution's telephone number from which you receive our text messages. You may also receive help by contacting our member support center at (615) 847-4043 or 1-800-998-4043 and/or visiting one of our institution's branch service representatives.

**Message Frequency:** The frequency of the messages you receive through our services will vary.

**Delivery & Costs:** We may send any message, either directly, or via a third-party agent or authorized service provider, through your communication service provider ("Carrier(s)") in order to deliver it to you. You agree that your communications service provider is acting as your agent in this capacity. Our institution does not charge a fee for our text message services, but your Carrier's message and data rates may apply. Please check with your Carrier for details about your pricing plan and the charges for sending and receiving text messages. You are solely responsible for any costs related to or associated with your receipt of text messages.

**Supported Carriers:** Supported Carriers may change from time to time. Current supported Carriers include AT&T, Sprint, Boost, Virgin, T-Mobile, MetroPCS, Verizon Wireless, Cellcom USA, Spectrum Wireless, U.S. Cellular. This list is not exhaustive and is not updated regularly and may change without notice.

**Availability Of Service / Message Liability:** Our institution makes no warranty regarding availability or reliability of text message services, and we, as well as your Carrier, shall have no liability related to any delay or failure in the delivery or receipt of text messages. We will also not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about texting service(s) creates any new or different liability for us beyond what is already applicable under your existing account agreements.

**Security:** Text messages to our institution's numbers are not encrypted. If you receive a text message purported to be from our institution that requests you send a text with sensitive or nonpublic personal information, please do not respond to it. No representative of our institution will ever ask you to do this. Instead, contact our institution immediately by telephone at (615) 847-4043 or 1-800-998-4043 during or after our regular business hours. Our institution may send you text messages containing HTTPS links to exchange sensitive or nonpublic information online. These links will open a website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of our institution's domain (e.g., <https://www.ohcu.org>) before you open any link to any of our institution's websites.

**Eligibility:** Individuals under the age of 18 may not participate in our text message services and parents or legal guardians may not agree to these Terms and Conditions on their behalf.

**Your Mobile Telephone Number:** You agree to provide a valid mobile telephone number for this service so that we may send you certain information. You represent that you are the accountholder of record for the mobile telephone number(s) you designated as your cell phone on our institution's account agreement(s) or that you otherwise provide to us. You are responsible for notifying us immediately if you change your mobile telephone number. You may notify us of a number change by contacting our member service center.

**Miscellaneous:** You warrant and represent to us that you have all necessary rights, power, and authority to agree to these Terms and Conditions and perform your obligations hereunder, and nothing contained in these Terms and Conditions or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of any party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. Except as provided in the arbitration agreement section below, if any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. Any

new features, changes, updates, or improvements of any texting services shall be subject to these Terms and Conditions unless explicitly stated otherwise in writing.

**Change To Terms and Conditions:** Except as provided in the arbitration agreement section below, our institution may change these Terms and Conditions at any time, and such updated terms and conditions shall be effective when posted to our institution's website. We will advise you if these Terms and Conditions change, and you agree to review the Terms and Conditions regularly to ensure you are aware of any changes. Your continued use of our institution's text message service after the Terms and Conditions have changed shall constitute your acceptance of the new terms and conditions.

**Our Rights To Suspend / Terminate Texting Service:** We may suspend or terminate your receipt of our text messages if we believe you have breached these Text Messaging Terms and Conditions or your Member Service Agreement. Your receipt of our text messages is also subject to termination should your mobile telephone service terminate or lapse. Our institution may cancel, restrict the use of, or interrupt your subscription to any or all of our text message services, or terminate any or all of our text message services at any time without notice to you.

**Impact of Other Agreements:** The terms of other agreements with our institution may also apply to your use of any of our text message services. At a minimum, the terms of our institution's Member Service Agreement apply to your use of our text message services.

**Arbitration Agreement:** If any action, dispute, claim, or controversy ("Dispute") arises out of or relates to these Terms and Conditions, the parties will first try in good faith to settle the Dispute by mediation under the rules of the American Arbitration Association ("AAA") before resorting to arbitration. You may serve us or Kasasa with any Dispute request ("Request") by mail to Old Hickory Credit Union, ATTN Marketing, P.O. Box 140478, Nashville, TN 37214. If we have a Dispute with you, we will send the Request to the email address for your account. The Disputes covered by this arbitration agreement include, without limitation, claims arising under the federal Telephone Consumer Protection Act and any state analog statute or regulation governing text messages or telephone solicitation. Except as set forth herein, if the parties are unable to resolve any Dispute by mediation within 90 days of the initiation of such procedures, they will submit such dispute to binding arbitration in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the AAA and aim to resolve the dispute within 90 days. The resolution of the arbitrator will be final and binding on the parties. Judgment upon the award rendered by such arbitration may be entered in any court having jurisdiction thereof.

YOU, WE AND KASASA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY IN CONNECTION WITH ANY DISPUTE. EACH OF YOU, US AND KASASA MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF TENNESSEE), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST OUR INSTITUTION AND/OR KASASA ARISING OUT OF OR RELATING IN ANY WAY TO ANY OF OUR TEXT MESSAGE SERVICES.

You can opt out of this arbitration agreement within 30 days after you first accepted the Terms and Conditions. To opt out, you must send a timely email to [questions@ohcu.org](mailto:questions@ohcu.org) with your name, the email address for your account, your phone number, and a request to opt out of arbitration. If you opt out of this arbitration agreement, all other parts of these Terms and Conditions will continue to apply to you. Opting out of this arbitration agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us. If we update the Terms and Conditions after you validly opt out, we will continue to respect your opt-out, but such updates do not provide a new opportunity to opt out of arbitration.

**Privacy Policy:** Our institution values your privacy. Please see our Privacy Policy at <https://www.ohcu.org/ABOUT-US/Disclosures/Privacy-Policy>.

**Governing Law:** Unless otherwise specified herein, these Terms and Conditions shall be governed, construed, and interpreted in accordance with the laws of the State of Tennessee. If there is a conflict between this Governing Law section and your Member Service Agreement, this Governing Law section shall control with respect to the provisions herein.