



CELLULAR/MOBILE PHONE CONTACT TERMS AND CONDITIONS

SECTION 1 – MARKTING COMMUNICATIONS

PRIOR EXPRESS WRITTEN CONSENT - BY PROVIDING EECU WITH A TELEPHONE NUMBER FOR A CELLULAR/MOBILE PHONE OR OTHER WIRELESS DEVICE, BY SIGNING THIS AGREEMENT OR OTHER APPLICABLE FORM ASSOCIATED WITH THIS AGREEMENT, AND/OR BY CLICKING “I AGREE,” “I CONSENT,” “SEND,” OR SUCH OTHER SIMILAR BUTTON IN ORDER TO MOVE TO THE NEXT STEPS IN EECU’S ONLINE/DIGITAL SERVICES, SUCH ACTION SHALL CONSTITUTE YOUR EXPRESS WRITTEN CONSENT TO RECEIVE MARKETING/ADVERTISING COMMUNICATIONS INCLUDING, BUT NOT LIMITED TO, TEXT MESSAGES (E.G., SHORT MESSAGE SERVICE – SMS), PRERECORDED OR ARTIFICIAL VOICE MESSAGE CALLS, AND CALLS MADE BY AN AUTOMATIC TELEPHONE DIALING SYSTEM, FROM US, AND OUR AFFILIATES, SERVICE PROVIDERS AND AGENTS, AT THAT NUMBER (COLLECTIVELY, THE “ADVERTISEMENTS”). PLEASE NOTE THAT YOU ARE NOT REQUIRED TO SIGN THIS AGREEMENT OR ENTER INTO IT AS A CONDITION TO OBTAIN A LOAN OR OTHER FINANCIAL PRODUCT OR SERVICE, OR AS A CONDITION OF PURCHASING PROPERTY, GOODS OR SERVICES. THIS EXPRESS WRITTEN CONSENT ALLOWS US TO CONTACT YOU EVEN IF YOUR PHONE NUMBER IS ON A DO NOT CALL (OR SIMILAR) LIST SO IT WILL NOT BE CONSIDERED UNAUTHORIZED BY ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION. THIS EXPRESS WRITTEN CONSENT SATISFIES THE REQUIREMENTS OF THE TELEPHONE CONSUMER PROTECTION ACT, AS AMENDED.

PHONE CALLS AND TEXT MESSAGES MAY INCUR MESSAGE AND DATA FEES FROM YOUR CELLULAR/MOBILE PROVIDER. ANY SUCH FEES WILL BE YOUR RESPONSIBILITY.

You certify that you are the owner of the phone/contact number or are authorized to grant EECU consent to contact you at the number provided. To the fullest extent permitted by law, this consent will apply to each telephone number that you provide us, now and in the future. You agree to timely notify EECU of any change to the telephone number you provided.

SECTION 2 – NON-MARKETING COMMUNICAIONS

PRIOR EXPRESS CONSENT – BY PROVIDING EECU WITH A TELEPHONE NUMBER FOR A CELLULAR/MOBILE PHONE OR OTHER WIRELESS DEVICE, YOU EXPRESSLY CONSENT TO RECEIVE COMMUNICATIONS INCLUDING, BUT NOT LIMITED TO, TEXT MESSAGES (E.G., SHORT MESSAGE SERVICE – SMS), PRERECORDED OR ARTIFICIAL VOICE MESSAGE CALLS, AND CALLS MADE BY AN AUTOMATIC TELEPHONE DIALING SYSTEM, FROM US, AND OUR AFFILIATES, SERVICE PROVIDERS AND AGENTS, AT THAT NUMBER (COLLECTIVELY, THE “SERVICE”). THIS EXPRESS CONSENT ALLOWS US TO CONTACT YOU EVEN IF YOUR PHONE NUMBER IS ON A DO NOT CALL (OR SIMILAR) LIST SO IT WILL NOT BE CONSIDERED UNAUTHORIZED BY ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION. THIS EXPRESS CONSENT SATISFIES THE REQUIREMENTS OF THE TELEPHONE CONSUMER PROTECTION ACT, AS AMENDED.

PHONE CALLS AND TEXT MESSAGES MAY INCUR MESSAGE AND DATA FEES FROM YOUR CELLULAR/MOBILE PROVIDER. ANY SUCH FEES WILL BE YOUR RESPONSIBILITY.

You certify that you are the owner of the phone/contact number or are authorized to grant EECU consent to contact you at the number provided. To the fullest extent permitted by law, this consent will apply to each telephone number that you provide us, now and in the future. You agree to timely notify EECU of any change to the telephone number you provided. Also, not all pre-paid phones can receive the Service.

Text messages and phone calls may include (without limitation or restriction) information pertaining to important information, current or future accounts or applications, account balances, payment due date, collection efforts, and special account notifications if we suspect identity theft or detect potential fraud or suspicious activity on your account.

You understand and acknowledge that messages and alerts will be transmitted over various third-party networks and systems. Text messages are sent to you without being encrypted. EECU is not responsible for any loss or damage that could result from the interception by third parties of any information made available to you via the Service. Please be advised that messages and alerts may be delayed or prevented by a variety of factors beyond EECU’s control (such as network limitations, service outages, hardware failures, software failures, system capacity limitations, operating range limitations, system



failures, misdirected delivery, or damage caused by severe weather or natural disasters). The Service is subject to transmission limitations and service interruptions. THE SERVICE IS BEING PROVIDED TO YOU ON AN “AS-IS,” “WHERE-IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. EECU DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICE. FURTHER, EECU DOES NOT GUARANTEE OR WARRANT THE AVAILABILITY OF THE SERVICE, THE DELIVERY OF MESSAGES OR ALERTS, THE TIMELINESS OR THE ACCURACY OF THE CONTENT OF ANY MESSAGES OR ALERTS AND IS NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD-PARTY AS THE RESULT OF A MESSAGE OR ALERT.

THE MESSAGES THAT ARE SENT TO YOU THROUGH THE SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, OTHER AGREEMENTS WITH EECU, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH EECU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS, USE OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS, ALL SUCH REPRESENTATIONS AND WARRANTIES BEING EXPRESSLY DISCLAIMED.

EECU reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that EECU shall not be liable to you or to any third-party for any interruption, restriction, modification, suspension or discontinuation of the Service. The Service is specific to U.S. carriers only and does not include international service.

SECTION 3 – LIMITATION ON LIABILITY

IN NO EVENT SHALL EECU, ITS AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY

SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, LOSS OF USE, OR ANY OTHER DAMAGE OR LOSS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT RELYING ON ANY PURPORTED REPRESENTATION MADE BY EECU OR ANY OF ITS AGENTS AND/OR REPRESENTATIVES.

SECTION 4 - MISCELLANEOUS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Exclusive jurisdiction for any proceeding arising out of or related to these Terms and Conditions shall be in (unless binding arbitration is mandated by another agreement) an appropriate state or federal court located in Tarrant County, Texas and the parties, to the fullest extent allowed by law, unconditionally waive their respective rights to a jury trial. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action accrues. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between EECU and you with respect to the Service, and authorizations related to the marketing/advertising consent, and it supersedes all prior or contemporaneous communications, agreements, and understandings between EECU and you with respect to the subject matter hereof.

EECU reserves the right to change these Terms and Conditions at any time and from time to time. Your continued use of the Service constitutes your express consent and agreement to all such changes. Please check back regularly for updates and changes to these Terms and Conditions.

You may opt-out of the Service and/or the Advertisements by sending a written revocation to EECU at 1617 West 7th Street, Fort Worth, Texas 76102, Attn: Fulfillment Department or, as applicable, at any time by following the steps outlined in the text message or phone call. You agree that EECU will have up to five (5) business days (after EECU’s receipt of your revocation) to unsubscribe you from the Service and/or the Advertisements.