



XCEL Text Messaging Service Agreement Terms and Conditions

XCEL Text Messaging Service (“Service”) is provided by XCEL Federal Credit Union (“XCEL”). By providing your cell phone number, you have given XCEL implied consent to send you, via text messaging, important information related to your account. By texting “XCEL” to our marketing number (877-858-9235) and responding “YES”, you are providing explicit consent to send you, via text messaging, promotional offers or other information on products and services XCEL believes may be useful to you. By using text messaging, you agree to the following terms and conditions:

1. Text messages will be delivered to you using an automated dialing system. You agree to receive text messages at the number of the phone that you used to opt-in, which you own or are authorized to provide. Your consent to receive text messages is not a condition of receiving any XCEL product or service. You may revoke your consent at any time.
2. To revoke your consent from any particular XCEL number at any time, text “STOP” to that same number. To revoke your consent to all XCEL text enabled numbers, text “STOPALL”. For help or further information text “HELP”.
3. XCEL charges no fee for this Service, but your cellular carrier’s message and data rates may apply. Participating carriers include, but are not limited to, AT&T, Verizon, T-Mobile and Sprint.
4. **TEXT MESSAGES ARE NOT ENCRYPTED. DO NOT ATTEMPT TO SEND SENSITIVE OR PERSONAL INFORMATION VIA TEXT MESSAGES. XCEL WILL NEVER ASK THAT YOU SEND ANY SENSITIVE OR PERSONAL INFORMATION VIA TEXT MESSAGES.** You agree to protect your communication device that receives information through this Service and not allow any unauthorized person have access to the information XCEL provides to you through this Service. If you receive a text message purported to be from XCEL requesting sensitive information, **DO NOT RESPOND**. Contact XCEL immediately by phone at 973-275-9235, Option 5 during regular business hours to report the incident. You may want to screenshot the text message to forward to XCEL for research purposes.
5. XCEL makes no warranty regarding availability or reliability of this Service and shall have no liability related to any delay or failure in the delivery or receipt of text messages from XCEL.
6. XCEL may change these terms and conditions at any time. Updated terms and conditions shall be effective when posted to XCEL’s website. You agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of this Service after the terms and conditions have been changed and posted shall constitute your acceptance of the new terms and conditions.
7. XCEL may cancel your subscription to this Service at any time without notice to you.
8. Depending on your relationship with XCEL, the terms of other agreements may apply to your use of this Service. At a minimum, use of this Service by XCEL members shall be subject to the terms of the XCEL Membership and Account Agreement.
9. XCEL values your privacy. Refer to XCEL’s Privacy Policy at www.XCELfcu.org/privacy.
10. You agree to indemnify, defend and hold XCEL harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.