

CLEARVIEW FEDERAL CREDIT UNION
MOBILE TEXT TERMS AND CONDITIONS

Shortcode: 85504

This Mobile Text Terms and Conditions Agreement (Agreement) is between you (you, your or the Consumer), and Clearview Federal Credit Union (Clearview, our, we, or us). The Agreement applies to our Marketing Campaigns and Mobile Text Alerts.

By participating in our Marketing Campaigns, you agree to receive autodialed marketing messages at the mobile number you provided when you opted in. Consent is not a condition of purchase.

Message and data rates may apply. If you want to be removed from the Clearview text list, text STOP at 85504 or call 1-800-926-0003 to opt out. After texting STOP to 85504 you will receive one additional message confirming that your request has been processed.

Text HELP to 85504 for help or contact our Member Experience team at 1-800-926-0003. If you change or deactivate your mobile number, it is your responsibility to notify us at 1-800-926-0003 to have your number removed.

You will receive no more than one text message from us per week. If we change how often we will send texts we will notify you.

You can find our privacy policy here:

https://www.clearviewfcu.org/ClearviewFCU/media/Documents/Online_Privacy.pdf

ARBITRATION AND CLASS ACTION WAIVER

Please read this section carefully because it affects your rights.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning our Marketing Campaigns and Mobile Text Alerts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or

equitable remedies and this agreement to arbitrate expressly includes Claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et. seq. its implementing regulations, and any guidance or interpretations thereof. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope, or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as “Claims”.

An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court’s jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

The Arbitration Proceeding. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association (“AAA”) or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

Costs. The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, we will reimburse You for Your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

We are not responsible and will not be liable for any damages of any nature, including, without limitation, any incidental, special, or consequential damages, punitive damages, or attorney's fees. You agree to indemnify, defend, and hold us harmless from and against any loss, liability, claim, judgment, or demand, including reasonable attorneys' fees arising out of your use of the Services, your use of the Marketing Campaign, your failure to update your mobile phone number, or providing us with a mobile phone number that is not your own.

You use of the Service under this Agreement is governed by the laws of the Commonwealth of Pennsylvania.

WE MAY CHANGE THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT GIVING YOU PRIOR NOTICE.