



## Text and Chat Messaging Program

## Video Banking Terms and Conditions

**Effective: 10/15/2024**

OceanAir Federal Credit Union ("Credit Union," "we," or "us") operates a Text and Chat messaging and Video Banking program (the "Program") subject to these Text and Chat Messaging Program and Video Banking Terms and Conditions (the "Terms"). In these Terms, the words "you," "your," and "yours" mean anyone who uses the Program.

The Program and our collection and use of your personal information is also subject to our [Online Privacy Policy](#). By enrolling, signing up, using, or otherwise agreeing to participate in the Program, you accept and agree to these Terms and our [Online Privacy Policy](#). As a user of the Program, you agree to the following Terms. If you do not agree with these Terms, then you should not use the Program.

- 1. Program Description:** We may send you promotional messages to advertise and promote Credit Union products and services and transactional messages related to an existing or ongoing transaction. Messages may be delivered in various formats through the Program. Messages may be sent using automated technology, including an auto dialer, automated system, or automatic telephone dialing system. Message frequency will vary. You agree that we may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. We do not charge for messages sent through the Program, but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for SMS and MMS alerts.
- 2. User Opt-In:** By initiating a chat communication or by providing your mobile phone number to us, you are voluntarily providing consent to opt-in to the Program and you agree to receive recurring messages from us, to include at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal "Do Not Call" list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at [memberservices@OceanAir.org](mailto:memberservices@OceanAir.org). Your participation in the Program is completely voluntary.
- 3. User Opt-Out and Support:** You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving messages from us, or you no longer agree to these Messaging and Video Terms, reply STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE to any message from us. You may continue to receive messages for a short period while we process your request. You may also receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only method of opting out. Our messaging and video platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Messaging and



Video Terms. We may also change the telephone number or short code we use to operate the Program, and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

- 4. Security:** Text messages are not encrypted. Do not attempt to send sensitive information via text messaging. OceanAir Federal Credit Union will never ask that you send us sensitive information via text message. If you receive a text message purported to be from OceanAir FCU and requesting sensitive information, please do not respond and contact OceanAir FCU immediately by phone at 805-988-2151 during regular business hours. Requests for personal information or sensitive records and/or documents will be submitted through a secured link provided in the text. A text message does not constitute a record for the account to which it pertains. The information in the text messages is provided on an "AS IS," and "AS AVAILABLE" basis. OceanAir FCU will not be responsible for any loss or damage that could result from interception or misuse of any information by third parties or undelivered text messages. OceanAir FCU may send you text messages containing HTTPS links to exchange sensitive or non-public information online to [messages.oceanair.org](https://messages.oceanair.org). This link will open a website using the browser and contains a "lock" icon to denote the encrypted connection. Always verify the spelling of the web address before you open any links.
- 5. Privacy:**
  - a. You agree that you will use only a secure internet connection in a location where your privacy will be protected, and that it is your responsibility to ensure the protection of your information, and to ensure that your connection to the internet is safe, and that your device is free from malicious software.
  - b. You understand that OceanAir Federal Credit Union may offer the ability to "co-browse" on your device. OceanAir Federal Credit Union will only have access to view your device if you provide express consent. OceanAir Federal Credit Union will have control of the window being shared only if you provide express consent.
  - c. You agree that OceanAir Federal Credit Union may record any and all video, audio, and chat for internal purposes. Control of this feature is solely available to OceanAir Federal Credit Union. You agree that you are prohibited from recording, downloading, screenshotting, or otherwise capturing messaging and video conversations.
  - d. Our third-party Text and Chat Messaging and Video Banking service-provider, Eltropy, Inc., including its employees, agents, affiliates, representatives, suppliers, licensors, and third-party service providers (collectively referred to herein as Eltropy), may access and use data included in your communications with us, for the purposes of monitoring the services for technical performance, to respond to service or technical problems, to plan for service upgrades or enhancements, and as otherwise stated in Eltropy's Privacy Policy. A copy of Eltropy's Privacy Policy can be accessed by clicking the following link: [Eltropy Privacy Policy](#).
  - e. In addition, Eltropy has the right to use, store, copy, transmit, modify, create derivative works of, sublicense and display any and all data that you transmit through the Program to OceanAir, in order to provide the services necessary to operate the Program, including, but not limited to, to



respond to service or technical problems, as otherwise stated in Eltropy's Privacy Policy, or otherwise at OceanAir's direction or request.

- f. Also, Eltropy may monitor the Program electronically and access and disclose any information as permitted or required by any law or regulation, to operate the Program properly, or to protect itself or other customers.
- g. By using the Program, you affirmatively consent to Eltropy's monitoring, including monitoring in real-time, of any information that you transmit through the Program to OceanAir.
- h. By using the Program, you grant OceanAir all right, power, and authority necessary for, and you consent to, the collection, transmission, use, and processing, as described herein, of any and all data that you transmit through the Program to OceanAir.
- i. By using the Program, you consent to the sending and receiving of text messages and corresponding via video.
- j. The Program allows the Credit Union to check Your identification by allowing You to upload a photograph of your driver's license, or other form of identification, to the Messaging and Video Banking platform. If you choose to upload a photograph of your identification to the Messaging and Video Banking platform, then you agree that the Credit Union may save a copy of the photograph of your identification in its computer system.
- k. You will notify OceanAir immediately of any unauthorized use of your password related to the Program.
- l. OceanAir will own all right, title, and interest in and to any and all information that you submit to OceanAir by using the Program.

## **6. Code of Conduct:**

- a. While messaging or on video with representatives from OceanAir Federal Credit Union you will engage in a manner that is professional and courteous. You will not use language or gestures that are harmful, threatening, demeaning, offensive, or otherwise deemed inappropriate or abusive. You understand and agree that using such actions can result in a ban from the Program and up to credit union member expulsion.
- b. You will use the Program only for lawful purposes, in compliance with all applicable laws.
- c. You will not access, post, or transmit any Prohibited Content on or through the Program. Prohibited Content means: (i) content that violates the law; (ii) content that infringes or misappropriates the rights of any third party, including any patent, copyright, trade secret, proprietary right, or rights of privacy or publicity; (iii) content that is used in violation of any license granted by the owner of such content; (iv) content or information impersonating another person or entity; and (v) content that has been collected, processed, or provided to OceanAir or to Eltropy in violation of applicable U.S. or foreign laws or regulations, including applicable data protection legislation or commitments.
- d. You will not post or transmit any health records or health information on or through the Program.
- e. You will not use or distribute any tools designed for compromising security, including password guessing programs, cracking tools, or network probing tools. If you violate this provision, then Eltropy has the right to release identification information related to such violation to systems administrators at other services environments in order to assist them in resolving security



incidents.

7. **Withdrawals:** You agree that if you initiate a withdrawal via Messaging Program or Video Banking, such withdrawal will be completed in the form of a mailed check, such check will only be made out to the member from whose account the funds are withdrawn, and that such check will only be mailed to the address listed in the records of the Credit Union for such account.
8. **Age Requirement:** Please note that to use this service, you must be 13 years of age or older. We reserve the right to require you to prove that you are 13 years of age or older.
9. **Required Signatures:** If multiple parties are involved in a transaction, then the presence of all parties, and signatures by all parties, are required.
10. **Hold Harmless:** You will not use the Program while driving or operating machinery, and you understand and agree that all risks, injury, and harm associated with doing so are NOT the responsibility of OceanAir Federal Credit Union. You agree that you will indemnify, defend, and hold harmless OceanAir Federal Credit Union, its officers, Board of Directors, employees, agents, and any other person acting on its behalf, or under its control or supervision, from and against any claim of injury or damage to person or property, or any other claim, including reasonable attorneys' fees, arising directly or indirectly out of your use of the Program.
11. **Violation:** If you violate these Messaging and Video Terms, then the representative may terminate the conversation, and you will not be allowed to receive services from OceanAir Federal Credit Union through the Program. In the event that you violate these Messaging and Video Terms, OceanAir Federal Credit Union, to the extent permitted by law, will not be liable for any resulting losses, claims, or damages.
12. **Indemnification:** You will indemnify OceanAir Federal Credit Union should it incur any costs or sustain any damages, including reasonable attorneys' fees and costs, caused by your failure to comply with these Messaging and Video Terms. OceanAir Federal Credit Union will operate in good faith while evaluating potential violations of these Messaging and Video Terms, but will not accept any liability from your failure to read, understand, or follow these Messaging and Video Terms.
13. **Disclaimer of Warranty and Liability:** The Program is offered on an "as-is" and "as available" basis and may not be available in all areas, at all times, or on all mobile providers. You agree that the Credit Union will not be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program. OceanAir Federal Credit Union assumes no responsibility or liability for any errors, omissions, or inaccuracies in the content of our website, or of the Program. The information provided by the OceanAir Federal Credit Union is for general informational purposes only.
14. **Modifications:** We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Messaging and



Video Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Messaging and Video Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

- 15. Entire Agreement and Successors in Interest:** These Messaging and Video Terms contain the entire agreement between the Parties hereto with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.
- 16. Headings:** Headings throughout these Messaging and Video Terms are for convenience of reference only, and shall not constitute a part of these Messaging and Video Terms, and they shall not affect these Messaging and Video Terms' meaning, construction, or effect.
- 17. Membership and Account Terms and Conditions:** If you are an OceanAir Federal Credit Union member, then by using the Program you agree, and you have previously agreed, to the Membership and Account Agreement contained in the Membership Agreement and Disclosures packet, which governs your accounts and relationship with OceanAir Federal Credit Union.
- 18. Place of Making Agreement:** Unless prohibited by law, these Messaging and Video Terms will be deemed to have been accepted by you at Our home office in Ventura County, California. The Program may be accessed by you in other states or places, but all such access will be deemed to have been made at Our home office in Ventura County, California.
- 19. Class Action Waiver:** Unless you are a Covered Borrower under the Military Lending Act, and unless otherwise prohibited by law, in any action, proceeding, or claim of any kind arising out of or relating to these Messaging and Video Terms or the Program, or any document or agreement delivered, or which may in the future be delivered in connection herewith, you knowingly, intentionally, and voluntarily waive any right to participate in any class action, whether as a member of the class or class representative.
- 20. Arbitration Provision:** You or We may elect to have any claim arising out of these Messaging and Video Terms, or the Program, resolved by neutral binding arbitration instead of in court. If either you or We elect to resolve a particular claim through arbitration, you waive any right you have to resolve a claim between you and Us in court. You also agree to arbitrate all issues surrounding this provision, including whether or not any specific matter or part of this provision is subject to arbitration. Arbitrations will be conducted by the American Arbitration Association ("AAA") or another arbitration organization, subject to agreement by both you and Us. The arbitration hearing will be conducted before a single arbitrator in Ventura County, California. The arbitrator's decision is final and binding. In any arbitration proceeding, you and We will each pay our own attorney's fees, costs, and witness and experts' expenses. You waive any right you have to participate as a class representative or class member. You agree not to bring or participate as a class representative or a class member in any class action in court, or in arbitration, or in any other consolidated proceeding.



Any disputes between you and Us must be resolved on an individual basis. Class-wide arbitration is not available, and arbitration will not be conducted on a class-wide basis. This Arbitration Provision applies to any facts, past, present and future, and any causes of action, including any that may have accrued in the past.

- 21. Waiver of Jury Trial:** YOU AND WE UNDERSTAND THAT YOU AND WE MAY HAVE A RIGHT TO A JURY TRIAL AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN US. IN THE EVENT OF ANY LITIGATION RELATED TO THESE MESSAGING AND VIDEO TERMS, OR THE PROGRAM, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT YOU OR WE MAY HAVE TO A JURY TRIAL.
- 22. Prevailing Party Attorneys' Fees Provision:** In any action of any kind relating to these Messaging and Video Terms, or the Program, the prevailing party will be entitled to collect reasonable attorneys' fees and costs from the nonprevailing party, in addition to any other recovery to which the prevailing party may be entitled.
- 23. Severability:** Should any portion, paragraph, provision, or clause in these Messaging Terms and Video be found to be ineffective, invalid, or unenforceable for any reason, the remainder of these Messaging and Video Terms will remain valid and enforceable.
- 24. Governing Law and Forum Selection Clause:** These Messaging and Video Terms will be construed and interpreted in accordance with the laws of the State of California. Any action, proceeding, or claim of any kind relating to these Messaging and Video Terms, the Program, or any aspect of our business relationship, will be filed and maintained only in a Court of competent jurisdiction located in Ventura County, California, or in the Central District of California, or through arbitration occurring in Ventura County, California.
- 25. Amendment:** We have the right to amend these Messaging and Video Terms, and We will notify you of revisions as required by law.