



**Harvard**  
**FEDERAL CREDIT UNION**

## **TEXT OFFERS AND INFORMATION TERMS AND CONDITIONS**

By providing your consent, you are opting-in and agreeing to the following terms and conditions:

You consent to receive text messages from our automated dialing system. The text messages may contain special offers or promote Harvard Federal Credit Union (Harvard FCU) products.

You own or are authorized to provide the telephone number that you used to opt-in. Your consent to receive these automated text messages is not a condition to receive any Harvard FCU product or service.

You agree Harvard FCU may use an electronic record to document your consent. To update our records with your contact information, please call 617-495-4460. To view and retain an electronic copy of 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. These Terms & Conditions will still apply if you withdraw the consent mentioned above or opt-out of the Harvard FCU text messages service.

You may revoke your consent to receive automated marketing text messages at any time by sending a return text with "STOP". Revoking your consent to receive automated marketing text messages from Harvard FCU does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application).

Harvard FCU charges no fee for text message services, but your cellular carrier's message and data rates may apply.

Text messages to Harvard FCU phone numbers are not encrypted. Do not send sensitive or nonpublic personal information to Harvard FCU in a text message. No representative of Harvard FCU will ever ask you to send sensitive or nonpublic personal information via text message. If you receive a text message purported to be from Harvard FCU that requests you send a text with sensitive or nonpublic personal information, please do NOT respond to it.

Instead, contact Harvard FCU immediately by telephone at 617-495-4460 during or after regular business hours.



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Harvard FCU may send you text messages containing HTTPS links to exchange sensitive or nonpublic information online to a [harvardfcu.org](https://harvardfcu.org) website. These links will open [harvardfcu.org](https://harvardfcu.org) website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of [harvardfcu.org](https://harvardfcu.org) before you open any link to Harvard FCU's website.

Harvard FCU makes no warranty regarding availability or reliability of text message services, and Harvard FCU has no liability related to any delay or failure in the delivery or receipt of text messages.

Harvard FCU may change these Terms and Conditions at any time, and such updated terms and conditions shall be effective when posted to Harvard FCU's website. You agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of a Harvard FCU text message service after the Terms and Conditions have changed constitutes your acceptance of the changes.

Harvard FCU may cancel your free subscription to any or all Harvard FCU text message services or terminate any or all Harvard FCU text message services at any time without notice to you.

The terms of other agreements with Harvard FCU may also apply to your use of any HFCU text message service. At a minimum, the terms of the Membership and Account Agreement apply to your use of any Harvard FCU text message service.

You agree that any action, dispute, claim, or controversy of any nature between you and Harvard FCU arising from or related to a Harvard FCU text message service will be subject to and resolved by binding arbitration

**BINDING ARBITRATION OF CLAIMS AND DISPUTES RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.**



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## **Agreement**

Arbitration shall proceed solely on an individual basis, without the right to arbitrate  
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LIMITED THAN RULES APPLICABLE IN COURT. Agreement to Arbitrate Disputes.  
Either You or We may elect, without the other's consent, to require that any and all  
disputes between Us arising out of, affecting, or relating in any way to Your Accounts or  
the products or services related to your Accounts or any aspect of Your relationship with  
Us be resolved through binding arbitration, except for those disputes specifically  
excluded below. No Class Action or Joinder of Parties. 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. Disputes Covered by Arbitration. YOU  
ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY  
TRIAL. Any claim or dispute relating to or arising out of Your Accounts or the services  
related to your Accounts, or our relationship will be subject to arbitration, regardless of  
whether that dispute or the facts underlying or giving rise to that dispute arose before or  
after your receipt of this notice.

Disputes include claims made as part of a class action, private attorney general, or  
other representative action, it being expressly understood and agreed to that the  
arbitration of such claims must proceed on an individual (non-class, non-representative)



basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration provision's enforceability, validity, scope, or interpretation. 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 disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute that is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision. Disputes Excluded from Arbitration. Disputes filed by You or by Us individually, in a small claims court are not subject to arbitration so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claims for relief. However, if a matter in a small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration provision. Loan default and other indebted claims and defenses or counterclaims raised in such actions are also explicitly excluded from this particular Arbitration Agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness. Procedures Prior to Filing a Claim in Arbitration Prior to either party filing a claim in arbitration and as a condition precedent to doing so, a party shall first make a written demand upon the other party setting forth their claim. The parties shall then attempt to resolve the dispute in good faith for a minimum of 60 days before any claim may be filed in arbitration. During this period, both parties agree to toll any applicable statute of limitations.

Commencing an Arbitration. The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral



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arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration: JAMS 1-800-352-5267 (toll-free) [www.jamsadr.com](http://www.jamsadr.com) If We initiate the arbitration, we will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS. If you initiate the arbitration, you must notify Us in writing at: Harvard Federal Credit Union PO Box 382609 Cambridge, MA 02238-2609 The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties agree to a different location in writing. If JAMS is unable to 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 Federal Arbitration Act). 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 below class action waiver is specifically enforceable notwithstanding any Federal Rules of Procedure to the contrary. Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint accountholder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment



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on the arbitration award may be entered by any court of competent jurisdiction. 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 administrative 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, 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. Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies. Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law. You and We agree that our relationship includes transactions involving interstate commerce and that this arbitration provision is governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the Commonwealth of Massachusetts shall apply. Severability, Survival. This arbitration provision shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. No portion of this arbitration provision may be





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amended, severed, or waived absent a written agreement between You and Us. If the Class Action Waiver in this specific Arbitration Agreement is found to be unenforceable for any reason, then the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable. Right to Reject this Arbitration Provision. You have the right to opt-out of this agreement to arbitrate if You opt out within 30 days after You have opened or joined your first Account with Us, either as a member or as a joint accountholder.

However, if We sent or offered You this or any version of an agreement to arbitrate with a notice for the first time after your first Account was opened, you must opt out within 30 days after We sent our notice and the agreement. To opt-out, send Us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and a statement that You reject this agreement to arbitrate, and, (ii) You must send your written notice to Us at the following address: Harvard Federal Credit Union, PO Box 382609, Cambridge MA 02238-2609 or email: [support@harvardfcu.org](mailto:support@harvardfcu.org)

Harvard FCU values your privacy. Please see Harvard FCU's Privacy Notice and Disclosures at: <https://harvardfcu.org/policies/privacy/>.

**Opting In to Harvard FCU text message notifications:**

By providing your phone number to Harvard FCU, you consent to receive all SMS messages from Harvard Federal Credit Union (Harvard FCU). You may receive an initial SMS message asking you to confirm your enrollment by replying with "Y" or "Yes." and subscribers will receive messages from Harvard Federal Credit Union about our products, services, alerts, or special offers. Message frequency varies. Message and data rates may apply. By signing up, you are confirming you are over the age of 13.

**Opting Out of Harvard FCU text message notifications:**

Text STOP to stop receiving Harvard FCU notifications to any SMS message from Harvard FCU. You may also opt out by calling us at 617-495-4460, emailing us at [support@harvardfcu.org](mailto:support@harvardfcu.org) or sending us a secure message via online or mobile banking. To opt out via phone, email or secure message we will need the name of the account holder and phone number that is to be opted out of SMS services. For additional information contact us at 617-495-4460. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided, you can call 617-495-4460 or email us at [support@harvardfcu.org](mailto:support@harvardfcu.org).