PLEASE READ THESE SMS TEXTING TERMS AND CONDITIONS. BY USING THIS SERVICE, YOU CONSENT AND AGREE TO ABIDE BY AND BE BOUND TO THESE SMS TEXTING TERMS AND CONDITIONS. IN THE EVENT THESE TERMS AND CONDITIONS SHOULD CONFLICT WITH ANY TERMS OF THE MEMBERSHIP AND ACCOUNT AGREEMENT OR ANY OTHER AGREEMENT TO WHICH YOU ARE BOUND WITH RESPECT TO TEXT MESSAGING, THE TERMS HEREIN SHALL PREVAIL. FURTHERMORE, THIS DISCLOSURE CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECTS HOW DISPUTES WITH SHELL FEDERAL CREDIT UNION ARE RESOLVED.

By initiating an affirming text to any Shell Federal Credit Union (Shell FCU) telephone number, or by providing your telephone number to us in connection with a transaction, you expressly consent to receive marketing or non-marketing text messages, as applicable, from Shell FCU and others texting on its behalf, including text messages made with an automatic telephone dialing system (“autodialer”), at the telephone number(s) that you provide. You may opt-out of these communications at any time by following the instructions below. For marketing and promotional messages, your consent is not a precondition of purchasing any property, goods, or services.

Program Description

Shell Federal Credit Union and its service providers may use an autodialer to deliver text messages to you. Shell FCU text messages are intended to provide you with general information and transaction information, as well as marketing and promotional information (for those who have opted in or will opt in to receive marketing and promotional information) regarding Shell FCU products and services (e.g., events and promotions offered by Shell FCU or any of its authorized vendors).

Message Frequency

The number of Shell Federal Credit Union text messages that you receive will vary depending on the Shell FCU text messaging programs for which you consent to receive messages and the frequency of the messages sent by those programs.

Cost

Message and data rates may apply to each text message sent or received in connection with Shell Federal Credit Union text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Shell FCU does not impose a separate fee for sending Shell FCU text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.
How to Opt-In

To opt-in to receive text messages from a Shell Federal Credit Union text messaging program(s) that require(s) opt-in, please follow the instructions provided by the specific program from which you wish to receive messages. For example, you may be asked to reply in the affirmative in the manner indicated in an initial text message (e.g., Y or Yes or Start) to consent to receive marketing and promotional text messages from Shell FCU.

Some text messaging programs are automatic when you provide your telephone number to us and do not require opt-in. For such programs, by providing your telephone number to us, you agree that we and our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device.

How to Opt-Out

To stop receiving text messages from a specific Shell Federal Credit Union text messaging program, text STOP to the Shell FCU telephone number from which the text messages are sent. You acknowledge that you will then receive one (1) final message from Shell FCU confirming your opt-out of that text messaging program. Following such confirmation message, no additional text messages associated with that program will be sent to you unless you opt-in to a specific program. This will only opt you out of the specific text messaging program associated with that Shell FCU telephone number. You will remain opted in to other Shell FCU text messaging programs.

To stop receiving text messages from ALL Shell FCU text messaging programs, text STOPALL to any Shell FCU telephone number from which text messages are sent. You acknowledge that you will then receive one (1) final message from Shell FCU confirming your opt-out of ALL Shell FCU text messaging programs. Following such confirmation message, no additional text messages associated with any program will be sent to you unless you opt in to a specific program from which you wish to receive messages. This will not opt you out of Shell FCU Digital Banking automated alerts. Please visit www.shellfcu.org and access Digital Banking to deactivate alerts. These Terms and Conditions will still apply if you withdraw consent or opt-out of the Shell FCU text messaging service.
You may also withdraw your consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 301 East 13th St., Deer Park, TX 77536, by email to contactus@shellfcu.org, or via phone at 713.844.1100.

Electronic Disclosures

Some disclosures we are required to provide to you in connection with your consent to receive text messages must be in writing, but by consenting by way of replying to our text message to your cell phone, you agree to receive these disclosures electronically. You may obtain a paper copy of these disclosures for no charge by contacting our Member Services Department at (713) 844-1100. Your consent to receive electronic disclosures applies to any disclosures we are required to provide to you in connection with your consent to receive text messages. You may withdraw your consent to receive electronic disclosures at any time by contacting us at the number above. You should also call the number above to update us with any information needed to contact you electronically (for example, your email address). To access the disclosures, you will need to have a cell phone capable of receiving and displaying SMS text messages. To retain the disclosures, your cell phone device will need to have software capable of displaying PDF files and a connected printer or sufficient storage space to download the disclosures.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you are designating to us as your cell phone. You are responsible for notifying Shell FCU immediately if you change your mobile telephone number, transfer it to someone else, or release it to your telephone company. You may notify Shell FCU of any phone number change by contacting Shell FCU’s Member Assistance Center at (713) 844-1100 or by visiting any Shell FCU branch location. You may also update your personal contact information in Digital Banking. You agree to indemnify Shell FCU in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Shell FCU if you change, transfer, or release your telephone number as described above, including but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Access or Delivery to Mobile Network is Not Guaranteed

It is your responsibility to determine if your mobile carrier supports text messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Shell Federal Credit Union’s control, and Shell FCU is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).
Support

To request more information or for support, text HELP to the Shell Federal Credit Union telephone number for the text messaging program(s) about which you have questions. You may also receive help by contacting Shell FCU’s Member Assistance Center at (713) 844-1100.

Eligibility

To receive Shell Federal Credit Union text messages, you must be a resident of the United States and 18 years of age or older. Shell FCU reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

Shell Federal Credit Union may revise, modify, or amend this Agreement at any time and as allowed by law. Any such revision, modification, or amendment shall take effect as of the date of the Agreement. You agree to access and review the SMS Texting Terms and Conditions periodically to ensure that you are aware of any updates or changes. Your continued consent to receive Shell FCU text messages will indicate your acceptance of said updates and changes.

Termination of Text Messaging

We may suspend or terminate your access and receipt of Shell Federal Credit Union text messages if we believe you are in breach of this Agreement and/or your Shell FCU Membership and Account Agreement. Your receipt of Shell FCU text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Shell FCU reserves the right to modify or discontinue, temporarily or permanently, all or any part of the text messaging service, with or without notice to you, as permitted by law.

Security

You acknowledge that Shell Federal Credit Union text messages are sent to you unencrypted and may include general information about an application or your Shell FCU account. Shell FCU will not include your full account number, password, or other sensitive information in a text message. You agree not to send sensitive or nonpublic personal information to Shell FCU in an unencrypted text message. 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. Shell 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 as allowed by law. If you receive a text message purported to be sent from Shell FCU that requests access to your nonpublic personal information or device access credentials, do not respond to it. Instead, contact Shell FCU immediately at (713) 844-1100 at any time.
Privacy

Your privacy is important to us. Please visit www.shellfcu.org to review our Privacy Policy.

Arbitration and Class Action Waiver

THIS ARBITRATION PROVISION: 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.

Agreement to Arbitrate Disputes.

Either you or we may elect, without the other’s consent, to require that any dispute between us concerning your accounts and the services related to your accounts be resolved by 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 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 the enforceability, validity, scope or interpretation of any of these Resolution of Disputes by Arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this Resolution of Disputes by 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 properly 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 ground, and include claims asserted as counterclaims, cross-claims, 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 which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by 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) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. 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.

**Commencing an Arbitration.**

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association (“AAA”) or JAMS. If you initiate the arbitration, you must notify us in writing at:

Shell Federal Credit Union
P.O. Box 578 Deer Park, TX 77536-0536

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 for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
[www.adr.org](http://www.adr.org)

JAMS
1-800-352-5267 (toll-free)
[www.jamsadr.com](http://www.jamsadr.com)
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.

**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. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed. 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.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator will 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. 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, 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 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 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.

**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 these Resolution of Disputes by Arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Texas shall apply.

**Severability, Survival.**

These arbitration provisions 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. 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.

**Right to Reject this Resolution of Disputes by Arbitration provision.**

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:
**Agreement to the Resolution of Disputes by Arbitration provision:**

1. If you agree to be bound by this Resolution of Disputes by Arbitration provision, then no action is needed on your part.

2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

**Rejection of the Resolution of Disputes by Arbitration provision:**

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of the date a notice of this Arbitration Provision being added to the Membership and Account Agreement was placed in the mail or emailed to the address you provided, if applicable, or within 30 days of our first offering or sending to you any copy of our Membership and Account Agreement with an Arbitration Provision in it, whichever is sooner, in accordance with the following instructions:

   a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;

   b. You must send your written notice to us at the following address:

      Shell Federal Credit Union P.O. Box 578 Deer Park, TX 77536-0536

**CLASS ACTION WAIVER**

No member or accountholder may maintain or pursue against the credit union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the credit union 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.