

BROADVIEW FEDERAL CREDIT UNION SMS TERMS AND CONDITIONS

Effective Date: September 2026

Broadview Federal Credit Union ("Broadview," "we," "us," or "our") may offer text message "Short Message Service" (SMS) communications to members who provide a mobile phone number or otherwise consent to receive text messages.

PLEASE READ THE TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS, YOUR USE OF THE SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

1. Consent to Text Messaging

By opting in to receive SMS messages from Broadview, you agree to receive text messages from Broadview, to be bound by these SMS Terms and Conditions, as well as our primary [Broadview's Privacy Policy](#), incorporated by reference herein.

2. Digital Record of Your Consent

By agreeing to receive text messages, you understand that your consent will be recorded electronically.

3. Types of Messages You May Receive

Depending on the products, services, and interactions you have with Broadview, you may receive SMS messages related to:

- One-time passcodes (OTP) and multifactor authentication (MFA)
- Identity verification and fraud prevention
- Account security alerts
- Transaction and account notifications
- Appointment and meeting reminders
- Member service communications
- Loan application, account servicing, and application status updates
- Employment application and recruiting related communications, such as application status updates, interview scheduling, or other hiring process notifications

Broadview does not use this SMS program to deliver marketing or promotional messages.

4. Message Frequency

Message frequency will vary based on your account activity, requests, security events, and the services you use.

Security and authentication messages are sent only when needed to verify your identity, protect your account, or complete a transaction you have initiated.

5. Message and Data Rates

Message and data rates may apply from your mobile carrier. Charges for text messages and data usage are determined by your wireless carrier and are your responsibility.

Broadview is not responsible for any fees charged by your wireless carrier.

6. Opt-Out Instructions

You may opt out of receiving SMS messages at any time by replying “STOP” to any text message received from us. After you send “STOP”, you may receive a confirmation message of your opt-out request.

Please note that opting out of certain SMS communications may limit Broadview’s ability to provide account alerts, fraud notifications, security codes, and other important account related communications.

7. Help and Customer Support

For assistance, reply “HELP” to any text message received from us.

For additional support, contact Broadview:

- Phone: 800-727-3328
- Email: BroadviewHelp@broadviewfcu.com
- Branch Locations: Visit any of our physical branch locations during standard operating hours.

8. Institutional Security & Data Privacy (GLBA Compliance)

Broadview is committed to protecting the privacy and confidentiality of member information. Information collected or used in connection with SMS communications is handled in accordance with Broadview’s Commitment to Privacy and Privacy Notice. Broadview will never transmit full account numbers, Social Security numbers, online banking passwords, or highly sensitive Personal Identifiable Information (PII) via unencrypted SMS text messages.

To provide SMS services, Broadview may utilize trusted service providers acting on our behalf. These service providers are contractually required to safeguard member information and may use such information only for the purpose of providing services to Broadview.

9. Supported Carriers

Text messaging may not be available via all wireless carriers or mobile devices. Message delivery is subject to the effective transmission capabilities of your wireless carrier. Broadview does not guarantee the successful delivery of text messages by your wireless provider. Broadview and the mobile carriers are not liable for delayed or undelivered messages. Broadview will not be liable for losses or damages arising from non delivery, delayed delivery, or misdirected delivery of a text message; inaccurate or incomplete content in a text message; or use or reliance on the content of any text message for any purpose.

10. Changes to These Terms

Broadview reserves the right to modify these SMS Terms and Conditions at any time. Any updates to these Terms and Conditions will be published through the applicable communication channel or document in which they are provided and will become effective upon publication unless otherwise stated. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive text messages will indicate your acceptance of those changes.

Broadview may suspend or terminate your receipt of Broadview text messages if Broadview believes you are in breach of these SMS Terms and Conditions. Your receipt of Broadview text

messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Broadview reserves the right to modify or discontinue, temporarily or permanently, all or any part of Broadview text messages, with or without notice.

11. Agreement to Arbitrate and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND HAVE A JURY TRIAL.

To the fullest extent permitted by law, you agree to first attempt to resolve informally any dispute, claim, or controversy arising out of or relating to these Terms, the SMS program, any text messages sent or received in connection with the SMS program, or any relationship between you (collectively, a "Claim"). If a Claim cannot be resolved informally within thirty (30) days after written notice is provided by either party, then either party may elect to resolve the Claim through final and binding arbitration.

Except for disputes brought in small claims court, any dispute arising out of or relating to the Terms or any relationship between the parties, or any of their parents, subsidiaries, affiliates, successors, officers, directors, or employees, heirs and permissible assigns, without limitation, no matter how described, pleaded or styled, will be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Claims subject to arbitration include, without limitation, claims arising in contract, tort, statute, fraud, misrepresentation, consumer protection laws, privacy laws, telecommunications laws, and any other legal or equitable theory.

The arbitration will be conducted by a single, neutral arbitrator chosen by the parties selected in accordance with the AAA Consumer Arbitration Rules. The arbitrator shall have exclusive authority to resolve any dispute concerning the interpretation, applicability, enforceability, formation, or scope of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable, except that a court of competent jurisdiction shall determine the enforceability of the Class Action Waiver below.

The arbitration shall be conducted under the Consumer Related Disputes Supplementary Procedures and expedited procedures of the American Arbitration Association ("AAA"). Information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be paid by Broadview. Each party shall otherwise bear its own attorneys' fees and costs except as otherwise required by law or awarded by the arbitrator. The arbitrator may award any relief available under applicable law on an individual basis. Judgment on the arbitration award may be entered in any court having jurisdiction. The fact of and all aspects of this arbitration and the underlying dispute will remain strictly confidential by the parties, their representatives, and the AAA.

CLASS ACTION WAIVER. ALL CLAIMS MUST BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, MASS, OR CONSOLIDATED ACTION OR PROCEEDING. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT OR PRESIDE OVER ANY CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ARBITRATION.

If the Class Action Waiver is determined to be unenforceable, then this Arbitration Agreement shall be null and void solely with respect to the affected Claim. If any other portion of this Arbitration Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect. Nothing in this section shall prevent either party from bringing an individual action in small claims court so long as the matter remains in that court and proceeds solely on an individual basis.

BY ACCEPTING THE TERMS, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

Nothing in these Terms limits either party's rights or obligations under the Telephone Consumer Protection Act, 47 U.S.C. § 227, applicable FCC regulations, state telemarketing laws, or other applicable consumer protection laws. Any dispute concerning the SMS program, including claims arising under the Telephone Consumer Protection Act, shall be subject to the Agreement to Arbitrate and Class Action Waiver set forth below, to the fullest extent permitted by applicable law.

12. Limitation of Liability and Governing Law

These SMS Terms and Conditions are governed by the laws of the State of New York and applicable federal banking regulations. Broadview is not liable for any losses or damages arising from text messages that are intercepted, delayed, or misdirected due to security vulnerabilities on your mobile device or mobile carrier network. You are responsible for notifying Broadview immediately if your mobile number changes or is disconnected.