

Text Offers and Information Terms and Conditions

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

- a. You consent to receive text messages from our automated dialing system. If you provided consent in writing, sent a return text “Yes”, or clicked on the web opt-in, the text messages may contain special offers or promote La Capitol 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 receiving any La Capitol FCU product or service.
- b. You agree La Capitol FCU may use an electronic record to document your consent.
- c. You may revoke your consent to receive automated text messages at any time by sending a return text with “STOP”. Your opt-out request may generate either a confirmation text or a texted request to clarify the La Capitol FCU text message service to which it applies (if you have consented to more than one service). To complete your opt-out, please provide the requested clarification. Revoking your consent to receive automated marketing text messages from La Capitol FCU does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application). For all further help or information send a return text with “HELP”.
- d. La Capitol FCU charges no fee for text message services, but your cellular carrier’s message and data rates may apply.
- e. Text messages to La Capitol FCU phone numbers are not encrypted. Do not send sensitive or non-public personal information to La Capitol FCU in a text message. No representative of La Capitol FCU will ever ask you to do this. If you receive a text message purported to be from La Capitol FCU that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, contact La Capitol FCU immediately by telephone at 800-522-2748 during or after regular business hours.
- f. La Capitol FCU may send you text messages containing HTTPS links to exchange information online to the lacapfcu.org website. These links will open the lacapfcu.org website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of lacapfcu.org before you open any link to La Capitol FCU’s website.
- g. La Capitol FCU makes no warranty regarding availability or reliability of text message services, and La Capitol FCU shall have no liability related to any delay or failure in the delivery or receipt of text messages.
- h. These Terms and Conditions are subject to change at any time and such updated Terms and Conditions shall be effective when posted to La Capitol FCU’s website. Your continued use of La

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Capitol FCU's text message service after the Terms and Conditions have changed shall constitute your acceptance of the new Terms and Conditions.

- i. La Capitol FCU may cancel your free subscription to any or all La Capitol FCU's text message services or terminate any or all La Capitol FCU text message services at any time without notice to you.
- j. The terms of other agreements with La Capitol FCU may also apply to your use of any La Capitol FCU text message service.
- k. You agree that any action, dispute, claim, or controversy of any nature between you and La Capitol FCU, including those arising from or related to a La Capitol FCU text message service, will be subject to and resolved by binding arbitration, rather than in court, pursuant to the Commercial Arbitration Rules of the American Arbitration Association upon written request by either party at any time before, or within ninety (90) days after, proper service of a formal claim. Arbitration shall proceed solely on an individual basis, without the right to arbitrate on a class action basis or in a representative capacity. Arbitration shall take place in Baton Rouge, Louisiana. The results of any arbitration shall have no preclusive effect on any dispute with anyone who is not a named party to the arbitration. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE CONDITIONS OF USE AS A COURT WOULD. We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights. THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF LOUISIANA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS & CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST LA CAPITOL FCU ARISING OUT OF OR RELATING IN ANY WAY TO ANY LA CAPITOL FCU TEXT MESSAGE SERVICE.
- l. La Capitol FCU values your privacy. Please see La Capitol FCU's Privacy Notice and Disclosures at: <https://www.lacapfcu.org/privacy-notice>.