



Cabrillo Credit Union

Text & Chat Messaging Program and Video Banking Terms & Conditions

Insured by NCUA • San Diego, CA

For General Questions call 858.547.7400 or 800.222.7455

Member Support Hours

Monday – Thursday: 7:30 AM – 5:00 PM PT

Friday: 7:30 AM – 6:00 PM PT

Last updated: September 2025

TEXT AND CHAT MESSAGING PROGRAM TERMS AND CONDITIONS

Cabrillo Credit Union (“**Cabrillo**,” “**Credit Union**,” “**we**,” or “**us**”) operates a text and chat messaging program (the “**Program**”) subject to these Text and Chat Messaging Program Terms and Conditions (the “**Messaging Terms**”). 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 Messaging Terms and our Online Privacy Policy. If you do not agree with these Messaging Terms, **do 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 and may be sent using automated technology, including automated system, or automatic telephone dialing system. Message frequency will vary but, if communication is not initiated by you, frequency will **not exceed three (3) messages per week**. We do not charge for messages sent through the Program, but **standard message and data rates may apply** from your mobile provider.

2. User Opt-In

By initiating a chat communication or by providing your mobile phone number to us, you voluntarily consent to opt-in to the Program and agree to receive recurring messages from us 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 represent that any mobile phone number you provide is a valid 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, you agree to promptly notify us by calling



858.547.7400 or **800.222.7455**, or by visiting a Cabrillo branch. Your participation in the Program is voluntary.

3. User Opt-Out and Support

You may opt-out of the Program at any time. To stop receiving messages, reply **STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE** to any message from us. You may continue to receive messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. Our messaging platform may not recognize requests that modify the foregoing commands. We may change the telephone number or short code we use to operate the Program and will notify you of any such change. Requests sent to a retired number or short code may not be received by us.

4. Security

Text messages are **not encrypted**. Do **not** attempt to send sensitive information via text messaging. Cabrillo will **never** ask that you send sensitive information via text. If you receive a text message purported to be from Cabrillo requesting sensitive information, do not respond—**contact us immediately at 858.547.7400 or 800.222.7455** 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. Information in text messages is provided on an “**AS IS**” and “**AS AVAILABLE**” basis. Cabrillo will not be responsible for any loss or damage resulting from interception or misuse of information by third parties or undelivered text messages.

We may send you text messages containing **HTTPS links** to exchange sensitive or non-public information through a secure site. Always verify the spelling of any web address before opening links and confirm that the browser shows a **lock icon**.

5. Privacy

- a. You agree to use only a **secure internet connection** in a location where your privacy is protected and to ensure your device is free from malicious software.
- b. You understand that Cabrillo may offer the ability to “**co-browse**” on your device. Cabrillo will have access to see your device only with your **express consent**, and will have control of the shared window only with your **express consent**.
- c. You agree that Cabrillo may **record** any and all video, audio, and chat for internal purposes. You are **prohibited** from recording, downloading, screenshotting, or otherwise capturing messaging conversations.
- d. Our third-party Text and Chat Messaging service provider, **Eltropy, Inc. (“Eltropy”)**, including its employees, agents, affiliates, representatives, suppliers, licensors, and third-party service providers, may access and use data included in your communications with us for the purposes of monitoring services for technical



performance, responding to service or technical problems, planning for service upgrades or enhancements, and as otherwise stated in **Eltropy's Privacy Policy**.

e. Eltropy may **use, store, copy, transmit, modify, create derivative works of, sublicense, and display** data that you transmit through the Program to Cabrillo in order to provide services necessary to operate the Program, including responding to service or technical problems, as stated in Eltropy's Privacy Policy, or at Cabrillo's direction or request.

f. Eltropy may **monitor** the Program electronically and access and disclose information as permitted or required by law or regulation, to operate the Program properly, or to protect itself or other customers.

g. By using the Program, you **consent** to Eltropy's monitoring, including **real-time monitoring**, of information you transmit through the Program to Cabrillo.

h. By using the Program, you grant Cabrillo 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 Cabrillo.

i. By using the Program, you **consent** to the sending and receiving of text messages.

j. The Program allows Cabrillo to check your identification by allowing you to **upload a photograph of your driver's license**, or other form of identification, to the messaging platform. If you choose to upload such photograph, you agree that Cabrillo may save a copy in its systems.

k. You will **notify Cabrillo immediately** of any unauthorized use of your password related to the Program.

l. Cabrillo will **own all right, title, and interest** in and to any information that you submit to Cabrillo by using the Program.

6. Code of Conduct

a. While messaging with Cabrillo representatives, you will engage in a **professional and courteous** manner. You will not use language or gestures intended to harm, threaten, demean, or offend, or that may otherwise be deemed inappropriate or abusive. Using such actions can result in a **ban** from the Program.

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 patent, copyright, trade secret, proprietary right, or rights of privacy or publicity); (iii) content used in violation of any license granted by the owner; (iv) content or information impersonating another person or entity; and (v) content that has been collected, processed, or provided to Cabrillo or to Eltropy in violation of applicable U.S. or foreign laws or regulations, including applicable data protection laws.



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, Eltropy may release identification information related to such violation to systems administrators at other service environments to assist them in resolving security incidents.

f. You will not remove or export from the United States or allow the export or re-export of the Program or related items in violation of any applicable restrictions, laws, or regulations.

7. Withdrawals

If you initiate a withdrawal via the Messaging Program, such withdrawal will be completed in the form of a **mailed check** made payable only to the member from whose account the funds are withdrawn, and mailed only to the **address of record** for that account.

8. Age Requirement

To use this service, you must be **13 years of age or older**. We may require proof of age.

9. Required Signatures

If multiple parties are involved in a transaction, the **presence and signatures of all such parties** are required.

10. Hold Harmless

You will not use the Program while driving or operating machinery. You agree to **indemnify, defend, and hold harmless Cabrillo**, its officers, Board of Directors, employees, agents, and any other person acting on its behalf, 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 Terms, the representative may **terminate the conversation**, and you may be denied further services from Cabrillo through the Program. To the extent permitted by law, Cabrillo will not be liable for any resulting losses, claims, or damages.

12. Indemnification

You will **indemnify Cabrillo** should it incur any costs or sustain any damages, including reasonable attorneys' fees and costs, caused by your failure to comply with these Messaging Terms. Cabrillo will operate in good faith while evaluating potential violations but will not accept liability for your failure to read, understand, or follow these Messaging 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. Cabrillo will not be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program. Information provided 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, as permitted by law. We may also modify these Messaging Terms at any time, effective when posted to our website. Your continued participation constitutes acceptance of those modifications.

15. Entire Agreement and Successors in Interest

These Messaging Terms contain the **entire agreement** between the parties 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 are for convenience only and do not affect meaning, construction, or effect.

17. Membership and Account Terms and Conditions

If you are a Cabrillo member, then by using the Program you agree to the **Membership and Account Terms and Conditions** that govern your accounts and relationship with Cabrillo, including any **Arbitration Provision and Class Action Waiver** therein. In the event of any inconsistency, those Membership and Account Terms and Conditions control.

18. Place of Making Agreement

Unless prohibited by law, these Messaging Terms will be deemed accepted by you at our home office in **San Diego County, California**. Access to the Program from other locations will be deemed made in San Diego County, California.

19. Class Action Waiver

Unless you are a **Covered Borrower under the Military Lending Act**, and unless otherwise prohibited by law, you knowingly, intentionally, and voluntarily **waive any right to participate in any class action** in any action, proceeding, or claim arising out of or relating to these Messaging Terms or the Program.

20. Arbitration Provision

You or we may elect to resolve any claim arising out of these Messaging Terms or the Program by **neutral, binding arbitration** instead of in court. If either party elects arbitration, you waive any right to resolve a claim in court. Arbitrations will be conducted by the **American Arbitration Association (“AAA”)** or another arbitration organization mutually agreed by



the parties. The arbitration hearing will be conducted before a single arbitrator in **San Diego County, California**. The arbitrator's decision is **final and binding**. In any arbitration proceeding, each party will pay its own attorney's fees, costs, and witness and expert expenses. **Class-wide arbitration is not available**; disputes must be resolved on an individual basis.

21. Waiver of Jury Trial

YOU AND WE UNDERSTAND THAT YOU AND WE MAY HAVE A RIGHT TO A JURY TRIAL. IN THE EVENT OF LITIGATION RELATED TO THESE MESSAGING TERMS OR THE PROGRAM, YOU AND WE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL.

22. Prevailing Party Attorneys' Fees Provision

In any action relating to these Messaging Terms or the Program, the **prevailing party** will be entitled to collect **reasonable attorneys' fees and costs** from the non-prevailing party, in addition to any other recovery.

23. Severability

If any provision in these Messaging Terms is found to be ineffective, invalid, or unenforceable for any reason, the **remainder will remain valid and enforceable**.

24. Governing Law and Forum Selection

These Messaging Terms will be construed in accordance with the **laws of the State of California**. Any action, proceeding, or claim relating to these Messaging Terms, the Program, or any aspect of our relationship will be filed and maintained only in a **court of competent jurisdiction located in San Diego County, California**, or in the **Southern District of California**, or through arbitration occurring in San Diego County, California.

25. Amendment

We have the right to **amend** these Messaging Terms and will notify you of revisions as required by law.

VIDEO BANKING TERMS & CONDITIONS

Cabrillo Credit Union ("**Cabrillo**," "**Credit Union**," "**we**," or "**us**") operates a **Video Banking Program** (the "**Program**") subject to these Video Banking Terms and Conditions (the "**Video Banking Terms**"). 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 Video Banking Terms and our Online Privacy Policy. If you do not agree, **do not use the Program.**

1. Privacy

- a. You agree to use only a **secure internet connection** in a location where your privacy is protected and to ensure your device is free from malicious software.
- b. You understand Cabrillo may offer “**co-browse**” on your device. Cabrillo will have access to see your device only with your **express consent** and will have control of the shared window only with your **express consent**.
- c. You agree that Cabrillo may **record** video, audio, and chat for internal purposes. You are **prohibited** from recording, downloading, screenshotting, or otherwise capturing video conversations.
- d. Our third-party Video Banking service provider is **Eltropy, Inc. (“Eltropy”)**. Eltropy may access and use data included in your communications with us for monitoring technical performance, resolving service issues, planning upgrades, and as stated in **Eltropy’s Privacy Policy**.
- e. Eltropy may **use, store, copy, transmit, modify, create derivative works of, sublicense, and display** data you transmit through the Program to Cabrillo as necessary to operate the Program, as stated in Eltropy’s Privacy Policy, or at Cabrillo’s direction or request.
- f. Eltropy may **monitor** the Program electronically and access and disclose information as permitted or required by law or regulation, to operate the Program properly, or to protect itself or other customers.
- g. By using the Program, you **consent** to Eltropy’s monitoring, including **real-time monitoring**, of information you transmit through the Program to Cabrillo.
- h. By using the Program, you grant Cabrillo 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 Cabrillo.
- i. By using the Program, you **consent** to the sending and receiving of text messages.
- j. The Program allows Cabrillo to check your identification by allowing you to **upload a photograph of your driver’s license or other identification** to the Video Banking platform. If you choose to upload, you agree Cabrillo may save a copy in its systems.
- k. You will **notify Cabrillo immediately** of any unauthorized use of your password related to the Program.
- l. Cabrillo will **own all right, title, and interest** in and to any information you submit to Cabrillo by using the Program.

2. Code of Conduct

- a. While on video with Cabrillo representatives, you will act in a **professional and courteous** manner. You will not use language or gestures intended to harm, threaten, demean, or offend, or



that may be deemed inappropriate or abusive. Using such actions can result in a **ban** from the Program. When using the Program, you will be **dressed appropriately**, as if physically present in a Cabrillo branch.

b. You will use the Program only for **lawful purposes**, in compliance with applicable laws.

c. You will not access, post, or transmit any **Prohibited Content** on or through the Program (as defined above).

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, Eltropy may release identification information to assist in resolving security incidents.

f. You will not remove or export from the United States or allow the export or re-export of the Program or related items in violation of applicable restrictions, laws, or regulations.

3. Withdrawals

If you initiate a withdrawal via Video Banking, such withdrawal will be completed in the form of a **mailed check** payable only to the member from whose account the funds are withdrawn, and mailed only to the **address of record** for that account.

4. Age Requirement

To use this service, you must be **13 years of age or older**. We may require proof of age.

5. Required Signatures

If multiple parties are involved in a transaction, the **presence and signatures of all such parties** are required.

6. Hold Harmless

You will not use the Program while driving or operating machinery. You agree to **indemnify, defend, and hold harmless Cabrillo**, its officers, Board of Directors, employees, agents, and others acting on its behalf, 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.

7. Violation

If you violate these Video Banking Terms, the representative you are speaking with may **terminate the session**, and you may be denied further services from Cabrillo through the Program. To the extent permitted by law, Cabrillo will not be liable for any resulting losses, claims, or damages.



8. Indemnification

You will **indemnify Cabrillo** should it incur any costs or sustain any damages, including reasonable attorneys' fees and costs, caused by your failure to comply with these Video Banking Terms. Cabrillo will operate in good faith while evaluating potential violations but will not accept liability for your failure to read, understand, or follow these Video Banking Terms.

9. 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 devices. Cabrillo will not be liable for any failed, delayed, or misdirected delivery of any information sent through the Program. Information provided is for **general informational purposes only**.

10. Modifications

We may **modify or cancel** the Program or any of its features at any time, with or without notice, as permitted by law. We may also modify these Video Banking Terms at any time, effective when posted to our website. Your continued participation constitutes acceptance of those modifications.

11. Entire Agreement and Successors in Interest

These Video Banking Terms contain the **entire agreement** between you and us with respect to the matters set forth herein and will be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

12. Headings

Headings are for convenience only and do not affect meaning, construction, or effect.

13. Membership and Account Terms and Conditions

If you are a Cabrillo member, then by using the Program you agree to the **Membership and Account Terms and Conditions** that govern your accounts and relationship with Cabrillo, including any **Arbitration Provision and Class Action Waiver** therein. In the event of any inconsistency, those Membership and Account Terms and Conditions control.

14. Place of Making Agreement

Unless prohibited by law, these Video Banking Terms will be deemed accepted by you at our home office in **San Diego County, California**. Access to the Program from other locations will be deemed made in San Diego County, California.

15. Class Action Waiver

Unless you are a **Covered Borrower under the Military Lending Act**, and unless otherwise prohibited by law, you knowingly, intentionally, and voluntarily **waive any right to**



participate in any class action in any action, proceeding, or claim arising out of or relating to these Video Banking Terms or the Program.

16. Arbitration Provision

You or we may elect to resolve any claim arising out of these Video Banking Terms or the Program by **neutral, binding arbitration** instead of in court. If either party elects arbitration, you waive any right to resolve a claim in court. Arbitrations will be conducted by the **AAA** or another mutually agreed arbitration organization. The arbitration hearing will be conducted before a single arbitrator in **San Diego County, California**. The arbitrator's decision is **final and binding**. Each party will pay its own attorney's fees, costs, and witness and expert expenses. **Class-wide arbitration is not available**; disputes must be resolved on an individual basis.

17. Waiver of Jury Trial

YOU AND WE UNDERSTAND THAT YOU AND WE MAY HAVE A RIGHT TO A JURY TRIAL. IN THE EVENT OF LITIGATION RELATED TO THESE VIDEO BANKING TERMS OR THE PROGRAM, YOU AND WE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL.

18. Prevailing Party Attorneys' Fees Provision

In any action relating to these Video Banking Terms or the Program, the **prevailing party** will be entitled to collect **reasonable attorneys' fees and costs** from the non-prevailing party, in addition to any other recovery.

19. Severability

If any provision of these Video Banking Terms is found to be ineffective, invalid, or unenforceable for any reason, the **remainder will remain valid and enforceable**.

20. Governing Law and Forum Selection

These Video Banking Terms will be construed in accordance with the **laws of the State of California**. Any action, proceeding, or claim relating to these Video Banking Terms, the Program, or any aspect of our relationship will be filed and maintained only in a **court of competent jurisdiction located in San Diego County, California**, or in the **Southern District of California**, or through arbitration occurring in San Diego County, California.

21. Amendment

We have the right to **amend** these Video Banking Terms and will notify you of revisions as required by law.