

Plains Commerce Bank Text Messaging Terms and Consent

Effective date: 06/20/2024

By opting in to receive text messages (the “Service”) from Plains Commerce Bank or its subsidiaries or affiliates (hereinafter, “we,” “us,” “our”), you agree to this Text Messaging Terms and Consent (the “Consent”). Your participation in the Service is also subject to our [Privacy Policy](#) and [Terms and Conditions of Use](#), which are expressly incorporated by reference herein. This Consent is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and us in other contexts.

OUR TERMS AND CONDITIONS OF USE REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, WAIVE YOUR RIGHT TO A TRIAL BY JURY, AND RESOLVE CLAIMS THROUGH FINAL AND BINDING ARBITRATION. IF YOU DO NOT AGREE TO OUR TERMS AND CONDITIONS OF USE, YOU MAY NOT PARTICIPATE IN THE SERVICE.

Providing Telephone Numbers and Duty to Notify: You verify that any telephone number provided to us by you is true and accurate, and that you are the current subscriber or owner of any telephone number you provide. Should any of your contact information change, including ownership of your telephone number(s), you agree to immediately notify us before the change goes into effect by emailing us at unsubscribe@plainscommerce.com.

Your Consent to Receive Automated Texts: You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive recurring automated text messages (such as SMS, MMS, or successor protocols or technologies) from us concerning our products, services, offers, promotions, and transactions, as well as your relationship with us. Purchase is not a requirement of the SMS program. Message and data rates may apply.

Opt-Out Instructions: Your consent to receive automated text messages is completely voluntary. You may opt out at any time. To opt out of text messages, reply **STOP** to any text message from us, email us at unsubscribe@plainscommerce.com or call (866) 937-1134 and specify that you want to opt out of text messages. You may also text **HELP**, email us at unsubscribe@plainscommerce.com, or call (866) 937-1134 for help. You acknowledge and agree to accept a final text message confirming your opt out.

Automated Texts to Existing Customers and Applicants: If you have an established business relationship with us or have recently applied for or made an inquiry about our products or services, then we may send you automated text messages. Message and data rates may apply. You may ask us not to send you automated text messages in accordance with the opt-out instructions above.

Indemnification to Us: You agree to indemnify us for any privacy, tort or other claims, including claims under the Federal Telephone Consumer Protection Act or any state law equivalents, including claims relating to your voluntary provision of any telephone number that is not owned by you or your failure to notify us of any changes in your telephone number(s). You agree to indemnify, defend and hold us harmless from and against any and all such claims, losses, liability, costs and expenses (including reasonable attorneys’ fees).

Participation Requirements: In order to participate in the Service, you must (1) be at least eighteen (18) years of age, (2) have a wireless device of your own that is capable of two-way messaging, (3) be using a participating wireless carrier, and (4) be a wireless service subscriber with text messaging service. Not all telephone providers carry the necessary service to participate. Check your device's capabilities for specific text-messaging instructions.

Enforceability: If any provision of this Consent is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Consent will otherwise remain in full force and effect and enforceable.

Modifications: We reserve the right to modify this Consent from time to time. Any changes to this Consent will be communicated to you. You acknowledge your responsibility to review this Consent from time to time and to be aware of any such changes. By continuing to participate in the Service after any such changes, you accept this Consent, as modified.

Warranty and Representation: You warrant and represent to us that you meet all participation requirements and have all necessary rights, power, and authority to agree to provide this Consent and perform your obligations hereunder, and nothing contained in this Consent or in the performance of such obligations will place you in breach of any other contract or obligation.

Carrier List:

- AT&T
- Sprint
- Verizon
- T-Mobile*

*T-Mobile is not liable for delayed or undelivered messages.