

First Merchants Text Messaging (SMS) Terms of Use

The terms below apply to SMS correspondence from First Merchants Bank from the short codes and for the reasons described [here](#).

1. Your wireless carrier's message and data rates may apply to SMS correspondence. First Merchants Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan.
2. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier. Carriers are not liable for delayed or undelivered messages.
3. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

7. Please note, some of the content may contain links to our partners/licensors. When clicking on these links, you will be taken to another website where the privacy and security policies may differ from our site. First Merchants provides third party links for your convenience. First Merchants is not responsible for the products, services, content, privacy policy and security policy on third party websites.
8. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions.
9. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
10. If you have any questions, for consumers email customerservice@firstmerchants.com or call 1.800.205.3464. You can send the following to any First Merchants short code: "HELP" for Help with any questions about the service or STOP to stop/opt out of receiving further messages from that service. We do not charge for help or stop messages; however, your carrier's message and data rates may apply.
11. Message frequency varies depending on the service; for account opening and verification messages, you may receive one or more one-time messages.
12. If you have any questions, for business email businesssolutions@firstmerchants.com or call 866.833.0050.
13. If you would like to review First Merchants Privacy Policy it can be accessed [here](#).