



## Card Controls

### End-User Agreement

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN THE UNITED TELETECH FINANCIAL FCU (UTFFCU) MOBILE CARD CONTROL SERVICE (THE "SERVICE"). BY INSTALLING AND USING THE SERVICE OR THE LICENSED APPLICATION, THE END USER, AS AN INDIVIDUAL OR ENTITY ("YOU" or "YOUR") AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, DO NOT PROCEED TO INSTALL OR USE THE SERVICE.

This is a legal agreement between YOU and United Teletech Financial FCU (UTFFCU) for use in the United States, stating the terms that govern YOUR use of our Card Controls application ("Licensed Application" or the "App") and the SERVICE. This Agreement, together with all updates, additional policies, software licenses, Privacy Policy and all UTFFCU rules and policies referenced in these terms and conditions, collectively constitute the "Agreement" between YOU and UTFFCU. Changes, additions, or deletions not approved by UTFFCU in advance are void and UTFFCU may refuse access to the SERVICE to YOU for noncompliance with any part of this Agreement.

- 1. Amendments.** UTFFCU may amend this Agreement at any time. We may add new terms and conditions and we may delete or amend the existing terms and conditions. You will generally be provided advance notice of any change, provided that if the change is favorable for YOU, we may make the change at

any time without prior notification. If YOU do not agree with the change, YOU should immediately discontinue using the SERVICE. If YOU continue using the SERVICE, YOUR continued use will be acceptance to the Agreement changes. You may be required to affirmatively accept the revised Agreement in order to continue using the SERVICE or the App. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in a revision. Any use of the App or the SERVICE after a notice of change or after the posting of a revised version of this Agreement on the UTFFCU site will constitute YOUR agreement to such changes and revised versions. We may from time to time revise, update, upgrade or enhance the App, the SERVICE and/or related applications or material, which may render all such prior versions obsolete. Consequently, upon notice to YOU we reserve the right to terminate this Agreement as to all such prior versions of the App, the SERVICE, and/or related applications and material, and limit access to only the App or the SERVICE's most recent revisions, updates, upgrades, or enhancements.

- 2. The SERVICE.** The SERVICE is offered by UTFFCU (referred to herein as "UTFFCU," "us," "we," or "our"). The SERVICE is designed to allow YOU to temporarily or permanently disable YOUR UTFFCU debit or credit card in the event it is misplaced, lost, or stolen. The SERVICE may also be used to send transactions alerts via SMS notifications or via email. Access to the SERVICE is limited to UTFFCU's mobile application.

The SERVICE cannot be used to cancel *authorized* or *pre-authorized* debit or credit card transactions. It is not intended to be used as a method for stopping payment on authorized or pre-authorized transactions. In accordance with Mastercard ® Operating Rules, all preauthorized transactions will be paid by UTFFCU. The foregoing applies to authorizations made in both card present (i.e. in-store) and card not present situations (i.e. online, telephone, in-app, mobile wallet), and in cases of pre-authorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreement made with the merchant involved in the pre-authorizations.

- 3. Fees.** UTFFCU does not charge for use of the SERVICE. However, in order for Transaction Alerts to be sent to YOUR mobile telephone number(s), YOU must (i) own a two-way text message (or "SMS") capable mobile phone that is registered on a carrier network, (ii) have enrolled in a data plan that includes use of YOUR mobile handset's SMS capabilities and (iii) ensure that YOUR account remains in good standing with YOUR wireless service carrier. You hereby acknowledge and agree that standard text messaging rates apply for each text message sent from and received by YOUR mobile phone as determined by YOUR wireless service carrier. You are solely responsible for such charges and any other charges from

YOUR wireless service carrier. YOU should contact YOUR wireless service carrier for complete pricing details.

**4. Transaction Alerts.** Following YOUR registration to receive Transaction Alerts sent to YOUR mobile telephone number(s), the actual time between a transaction made with YOUR Card that triggers a Transaction Alert and the time YOU receive such Transaction Alert is dependent upon YOUR wireless carrier's service and coverage within the area in which YOU are physically located at that time. YOUR receipt of Transaction Alerts may not be available in all areas.

**5. Eligibility.** The SERVICE is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); and (ii) have available a UTFFCU Mastercard debit and/or credit card that is in good standing and eligible for the SERVICE ("Card"). Note: Eligibility of a Card will be determined by us in our sole and absolute discretion. Our decisions with respect to YOUR eligibility are final and binding. We reserve the right to terminate YOUR participation in the SERVICE at any time. All users must qualify for online banking and mobile services in order to use the SERVICE. In addition to the obligations set forth in this Agreement, YOU must adhere to the terms and conditions outlined in separate Agreements for online banking, mobile banking, and the UTFFCU Debit Mastercard Electronic Fund Transfer (EFT) Regulation E Disclosure (includes Credit and Debit Card Disclosure and the Addendum to the Business Credit Card Disclosure).

**6. No Amendment of Existing Terms and Conditions for Cards.** THE TRANSACTION ALERTS THAT ARE PROVIDED TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT OR IN CONJUNCTION WITH THE UTFFCU DEBIT MASTERCARD ELECTRONIC FUND TRANSFER (EFT) REGULATION E DISCLOSURE (INCLUDES CREDIT AND DEBIT CARD DISCLOSURE, AND ADDENDUM TO THE BUSINESS CREDIT CARD DISCLOSURE).

## **7. Limitations; Indemnity; Dispute Resolution**

**(A) No Warranties.** Equipment, Computer, and Software. THE SERVICE IS PROVIDED AT NO ADDITIONAL CHARGE. UTFFCU, ITS DIRECTORS, OFFICERS, EMPLOYEES, STAFF, REPRESENTATIVES, ASSIGNS, RELATED PARTIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES OR THEIR SERVICE PROVIDERS (COLLECTIVELY, "RELEASED PARTIES") SPECIFICALLY DISCLAIM ANY RESPONSIBILITY AND ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR EQUIPMENT. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE SERVICE AND ANY EQUIPMENT ARE AT YOUR SOLE RISK. THE SERVICE AND ANY EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS.

**(B) Limitation of Liability.** IN NO EVENT SHALL RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY. RELEASED PARTIES SHALL NOT BE LIABLE IF THE SERVICE CANNOT BE PROVIDED (OR ANY PART THEREOF) OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

**(C) Indemnity.** You agree to indemnify and hold harmless the Released Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of YOUR use of the SERVICE in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of YOUR representations and warranties set forth herein.

**(D) Exclusions and Limitations.** IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THIS AGREEMENT, AND RELEASED PARTIES SPECIFICALLY DISCLAIM ALL LIABILITY WHATSOEVER WITH RESPECT TO ANY FAILURE TO PROVIDE THE SERVICE OR PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**(E) Dispute Resolution.** Any claim or dispute related to the use of any UTFFCU debit or credit card shall be handled in accordance with the dispute resolution provisions of the contract governing YOUR Card account.

- 1. Availability of SERVICE.** While we will make reasonable efforts to decline transactions while YOUR Card is in a deactivated state, we do not guarantee that all such transactions will be declined. You acknowledge that the deactivation function is reliant on computer and/or telecommunication systems and other factors beyond our reasonable control. Disruptions to these systems may result in the authorization of transactions, even when the Card is in a deactivated state. Reactivation of Cards may be unavailable during certain times of the day. We will make commercially reasonable attempts to notify YOU of these times. Transactions are covered by the protections offered by Mastercard and regulatory agencies, as described in the UTFFCU Debit Mastercard Electronic Fund Transfer (EFT) Regulation E Disclosure (includes Credit and Debit cards), and Addendum to the Business Credit Card Disclosure.

You are responsible for monitoring YOUR account activity, whether electronically or by checking YOUR statements. Use of the SERVICE does not override YOUR responsibility to report unauthorized transactions in a timely manner as described in the UTFFCU Consumer Credit Card Agreement and the UTFFCU Debit Mastercard Electronic Fund Transfer (EFT) Regulation E Disclosure (includes Credit and Debit cards). UTFFCU assumes no responsibility for failure of the SERVICE to work in the expected manner except as expressly set forth in this Agreement.

- 2. Enforceability.** We may waive enforcement of any provision of the Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 3. Termination.** We may terminate or suspend the SERVICE, or YOUR use of the SERVICE, at any time with or without notice. You may terminate YOUR use of the SERVICE at any time by giving notice to us using the contact information at the end of this agreement. Your notice will not be effective until we receive YOUR notice of termination and we have had a reasonable time to act upon it. Without limiting the foregoing, this Agreement may be terminated if YOU breach any term of the Agreement, if YOU use the SERVICE for any unauthorized or illegal purposes or YOU use the SERVICE in a manner inconsistent with the terms of YOUR Debit/Credit Cardholder Agreement or any other agreement with UTF FCU or related to the Card.

Contact Us. If YOU have any questions about the SERVICE or any Card transaction, please visit UTFFCU Online to send us a secure email or contact UTFFCU Member Care at 732-530-8100 option # 2, Monday through Friday 9 a.m. to 5:30 p.m. ET or Saturday 9 a.m. to 12 p.m. ET.