

## **Adventure Credit Union Debit Card Controls Agreement**

**Acceptance of the Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Services.** The Debit Card Control Service (“Service”) is designed to allow you to temporarily or permanently disable your debit card in the event it is misplaced, lost, or stolen. The Service also allows you to request a replacement for a worn or damaged card, and the ability to notify us of travel. Access to the Service is limited to Adventure Credit Union’s (“Credit Union”) mobile application. The user must qualify for online banking and mobile services in order to use the Service. User must adhere to the terms and conditions outlined in separate agreements for online banking, mobile banking, and the Electronic Funds Transfer Agreement and Disclosure, which is included as part of the Credit Union’s Membership and Account Agreement.

The Service does not allow for the cancellation of authorized or pre-authorized debit card transactions. It is not intended as a method for stopping payment on authorized or pre-authorized transactions. In accordance with MasterCard operating rules, all transactions, for which there is prior authorization, will be paid by the Credit Union. This applies to authorizations made in both card present and card not present situations, and in cases of pre-authorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreements made with the merchant involved in the pre-authorization.

**Limitations of Services.** When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Services. We cannot assume responsibility for any technical, other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**Availability of Service.** While we will make every effort to decline transactions while your card is in a deactivated state, we cannot guarantee that all such transactions will be declined due to circumstances beyond our control. You acknowledge that the deactivation function is reliant on computer and/or telecommunication systems. 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 day. We will attempt to notify you of these times. You further acknowledge that system disruptions may prevent the reporting of a lost card through the service. Transactions are covered by the protections offered by MasterCard and regulatory agencies, as described in the Electronic Funds Transfer Agreement and Disclosure, which is included as part of the Credit Union’s Membership and Account Agreement.

You are responsible for monitoring your account activity, whether electronically or by checking your statements. Use of the Service does not override the user’s responsibility to report unauthorized transactions in a timely manner as described in the Electronic Funds Transfer Agreement and Disclosure. The Credit Union assumes no responsibility for failure of the Service to work in the expected manner, aside from the responsibilities put forth in said agreement.

Travel notifications initiated through the Service are not immediate. These notifications are manually placed, and as such, will not be put in place until the following business day if the notification is made during hours the credit union is not open for business. We will make every effort to place the notifications in a timely manner.

### **Hardware and Software Requirements.**

- In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union, and the connectivity required to use the Service.
- You are responsible for the security of your device, and for allowing its use only by individuals authorized by you. You agree to maintain internal security controls to protect your device and your member information.
- You are responsible for all costs of using the Service and operating the device, including, but not limited to cellular and internet service charge.

**Fees.** The Credit Union reserves the right to charge fees for this service and to make changes to any fees from time to time. You shall be responsible for paying any such fees for use of the Service and you authorize the Credit Union to deduct any fees from any account in your name.

**Intellectual Property.** This Agreement does not transfer to you any ownership or proprietary rights, in the Service, or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service. Neither you nor any user you authorize will (a) sell, lease, distribute, license or sub license the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reasons; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

**Ownership & License.** You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and websites(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**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.

**Representations and Warranties.** You make the following representations and warranties to us: (a) You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and without reasonable instructions, rules, policies, specification, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.

**Indemnification and Limitation on Liability.** In addition to the indemnifications and limitations on liability contained in the Deposit Agreement and Disclosure, you hereby indemnify and hold us (Credit Union, Board of Directors and Employees) harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED YOUR ACTUAL DAMAGES. THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY THE CREDIT UNION ON AN 'AS IS' BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.

**Amendment.** We may change 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. 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 may discontinue using the Service. If you continue using the Service, your continued use will be acceptance to the agreement changes.

**Termination.** We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time by giving notice to us. 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 this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement or any other Agreement with us.

**Contact Us**

Adventure Credit Union

Call Adventure Credit Union at 1-800-323-2129;

Write us at: P.O. Box 895, Grand Rapids, MI 49548;

Send electronic mail messages to us from within online banking; Send an email to us via the internet at: [support@adventurecu.org](mailto:support@adventurecu.org) [www.adventurecu.org](http://www.adventurecu.org)

1-31-2017



