

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN THE WESTCONSIN CREDIT UNION CARD CONTROL SERVICE (THE "SERVICE"). YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

The Service. The Service is offered by WESTconsin Credit Union. The Card Control Service is designed to allow you to temporarily disable your debit card in the event it is misplaced, lost, or stolen. If the card is not recovered, Card Control does not offer the ability to permanently status the card lost or stolen. To permanently status the card please contact us at (800) 924-0022. The service also allows you control over transaction types; enable or disable the use of the card for card present transactions or card not present transactions. The Service may also be used to send transaction alerts via SMS (text message), push and/or email notifications. In order to receive a transaction alert via SMS (text message) you must be registered in Text Banking, through WESTconsin Online. The Service also allows the ability to block international transactions processed outside of the USA. Access to the Service is limited to WESTconsin Credit Union's Online & Mobile Banking application. To use the service from a mobile device you can either download WESTconsin's Mobile App or use your phone's browser.

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 Master Card Operating Rules, all transactions, for which there is a prior authorization, will be paid by WESTconsin 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 agreement made with the merchant involved in the pre-authorizations.

Fees. WESTconsin Credit Union does not charge for use of Card Control. However, in order for Transaction Alerts to be sent to your mobile telephone number(s), you must (i) own a 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 device's SMS (text message) 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.

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 on 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.

Eligibility. Card Control is only available to individuals who have an active WESTconsin debit card and own, either individually or jointly with a parent or guardian, as required by law, a WESTconsin Credit Union MasterCard debit card that is in good standing and eligible for the Service. 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. Members must qualify for Online & Mobile Banking services in order to use the Service. The user must adhere to the terms and conditions outlined in separate agreements for Online & Mobile Banking, and the Electronic Funds Transfer Agreement and Disclosure.

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 CARDMEMBER AGREEMENT.

Limitations

- No Warranties.** Equipment, Computer, and Software. WESTCONSIN CREDIT UNION, 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.
- 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. IN ADDITION, NOTWITHSTANDING ANYTHING CONTRARY HEREIN, ALTHOUGH WESTCONSIN CREDIT UNION WILL TAKE COMMERCIALY REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION, UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, 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 PROTECT THE SERVICE OR PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED.

3. **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.
4. **Exclusions and Limitations.** 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.
5. **Dispute Resolution.** Any claim shall be handled in accordance with the dispute resolution provisions of the agreement governing your card account.

Availability of Service. While we will make every effort to decline transactions while your card is in a deactivated state or when a particular transaction type is being requested blocked, we cannot guarantee that all such transactions will be declined due to circumstances beyond our control. The service is available 24/7, however it is subject to certain restrictions including but not limited to: delay in processing, network errors and registration requirements. You acknowledge that the deactivation/block 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/unblock of cards may be unavailable during certain times of the day. We will attempt to notify you of these times. Transactions are covered by the protections offered by MasterCard and regulatory agencies, as described in the Electronic Funds Transfer Agreement and 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 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.

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.

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. Without limiting the foregoing, this Agreement may be terminated if you breach any term of the 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 account agreement with us.

Contact Us. If you have any questions about the Service, please visit westconsincu.org to send us a secure email or contact us at (800) 924-0022, Monday through Friday 8 a.m. to 6 p.m. Central Time or Saturday 8 a.m. to 12 p.m. CST.