

# Card Management Terms and Conditions

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE COMPLETING YOUR ENROLLMENT IN SIMPLICITY CREDIT UNION'S ALERTS AND CONTROLS SERVICE FOR A SIMPLICITY CREDIT UNION ISSUED DEBIT CARD(S) (THE "SERVICE"). BY ENROLLING IN ALERTS AND CONTROLS IN CARD MANAGEMENT, YOU ARE: (1) REQUESTING THE SERVICE ALERTS AND CONTROLS DESIGNATED BY YOU; (2) CONSENTING TO RECEIVE THE SERVICE ALERTS TO THE MOBILE PHONE NUMBER(S) VIA SMS TEXT MESSAGES AND/OR EMAIL MAIL ADDRESS(ES) DESIGNATED BY YOU; (3) AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES; AND (4) CONSENTING TO RECEIVE THESE TERMS AND CONDITIONS ELECTRONICALLY.

DEFINITIONS. IN THESE TERMS AND CONDITIONS: (A) "YOU" OR "YOUR" MEANS THE SIMPLICITY CREDIT UNION DEBIT CARD(S) CARDHOLDER(S) WHO ENROLLED IN THE SERVICE; (B) "WE", "US", "OUR" AND "SIMPLICITY CREDIT UNION" MEANS SIMPLICITY CREDIT UNION; AND (C) "SMS" MEANS A TEXT MESSAGING SERVICE FOR SENDING SHORT MESSAGES USUALLY UP TO 160 CHARACTERS IN LENGTH TO MOBILE DEVICES, INCLUDING CELLULAR PHONES AND SMARTPHONES.

## Eligibility

To use the Service, you must have a Simplicity Credit Union debit card(s) and a corresponding account in good standing; enroll in the Simplicity Credit Union Online & Mobile Banking Programs; enroll in Alerts and Controls in Card Management in the Simplicity Credit Union Online & Mobile Banking Programs; have a U.S. mobile account with a mobile network provider; and, a compatible mobile phone or browser. The Service can be used abroad in countries with compatible mobile networks, though mobile phone charges may be higher. You are responsible for ensuring that your use of the Service does not breach any other agreements to which you are a party e.g., with your mobile network provider.

## Service Features

The Service includes the following features:

- Request transaction alerts by dollar amount, transaction type or location
- Temporarily enable and disable card(s)
- Set a transaction to decline if it meets one of the following criteria:
  - Transaction spend amount over \$X.XX
  - Monthly spend amount over \$X.XX (based on calendar month)
  - Transaction Type – The transaction type is set by the Merchant and Visa
    - In-Store
    - Online
    - ATM

After initial enrollment, we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your Login ID, password, secure access code or account information. If you receive such a request (even if they are using our name and logo and appear to be genuine), or you suspect anyone knows your Login ID, password, secure access code or account information, you

should contact us immediately. If you fail to do so, you may be liable for any unauthorized transactions on your account(s). Please refer to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure and Simplicity Online Access Agreements and Disclosures for information on your liability for unauthorized activity on your card(s) and account(s).

In response to your request for transaction alerts, the Service will send you the alerts that you selected ("consumer-selected alerts") to the mobile phone number(s) via SMS text messages and/or email address(es) you have designated. Your mobile phone numbers, email addresses, and the types of available Service alerts that you wish to receive, are designated by you when you register a Card. You may change those designations by going to the applicable Simplicity Credit Union Card Management alerts page ("Simplicity Credit Union alerts page").

Simplicity Credit Union ATMs are not included as part of the Service for Visa debit cards. The Service will not block Visa debit card transactions at Simplicity Credit Union ATMs.

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 Visa Operating Rules, all transactions, for which there is a prior authorization, will be paid by Simplicity 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.

#### Consent

By providing Simplicity Credit Union with a mobile phone number, you are expressly consenting to receiving consumer-selected alerts by SMS text messages from Simplicity Credit Union, its affiliates, and agents at that number; and by providing us with an email address, you are expressly consenting to receiving alerts by email messages from us and our affiliates and agents at that email address. You certify that you are authorized to grant Simplicity Credit Union consent to contact you at the mobile phone number and email address provided. This express consent applies to each mobile phone number and email address that you provide to Simplicity Credit Union now or in the future. If at any time you revoke this consent, Simplicity Credit Union will suspend or discontinue the Service. You acknowledge that you are not required to give your consent as a condition of purchasing any product or service.

#### Fees

Simplicity Credit Union does not currently charge for use of the Service available as of the date you agree to these terms and conditions. In the event Simplicity Credit Union decides in the future to begin charging a fee for use of the Service, we will provide you with reasonable prior notice. However, your mobile carrier, internet service provider, or other third parties may charge you for messages you receive as a result of using the Service. You are responsible for web access, data, and text messaging charges that may be accessed by your mobile carrier, internet service provider, or other third parties while using the Service. You should contact your carrier, provider, or other third party for complete pricing details.

#### Consumer-selected alerts

If you registered to receive consumer-selected alerts to your mobile phone number(s) the actual time between a transaction made with your Card that triggers a consumer-selected alert and the time the consumer-selected alert is sent to your mobile phone number is dependent on your wireless service and coverage within the area in which you are located at that time. Consumer-selected alerts may not be available to be sent to your mobile phone number(s) in all geographic areas.

#### Changing your Alert Message Delivery Channel

To change your credit and/or debit card(s) alert message delivery channel go to the Card Management page in the Simplicity Credit Union Online & Mobile Banking Programs and uncheck the box for email if you want to discontinue receiving credit and/or debit card(s) alerts by email or uncheck the box text message if you want to discontinue receiving credit and/or debit card(s) alerts by text message. The change will discontinue the channel for all cards under the Simplicity Credit Union Online & Mobile Banking Programs' login.

#### Termination of Participation

To terminate participation in the Service and discontinue debit card(s) alerts and controls go to the Card Management page in the Simplicity Credit Union Online & Mobile Banking Programs and disable alerts and controls by unchecking the box Enroll in Alerts and Controls. By clicking Disable Enrollment, alerts and controls will be turned off for all cards under the Simplicity Credit Union Online & Mobile Banking Programs' login. You may also opt-out of having consumer-selected alerts sent to your mobile phone number by texting "STOP" as a reply to any SMS message received as part of the Service. In addition, at any time you may send a text that says STOP to Card Alerts = 66368. You will receive an opt-out confirmation.

#### Availability/Interruption/Delivery Failure

The Service is available when you have your mobile device within the operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. Simplicity Credit Union has no control and is not responsible if a transaction is not declined when a control is set. Simplicity Credit Union does not guarantee the delivery or accuracy of consumer-selected alerts or that the Service (or any portion of the Service) will always be available or in all areas. You acknowledge and agree that Simplicity Credit Union is not responsible for any delays, failure to deliver, or misdirected delivery of consumer-selected alerts; or for any errors in the content of a consumer-selected alert; or if a transaction is not declined when a control is set. You further acknowledge and agree that Simplicity Credit Union is not responsible for performance degradations, interruptions, failures or delays due to conditions due to any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile device. You acknowledge that Simplicity Credit Union shall not be liable to you if you are unable to be sent consumer-selected alerts to your mobile phone number(s) as you requested.

#### Content Restrictions

You agree that you will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or any other activity that could diminish or harm the reputation of Simplicity Credit Union or any of its service providers involved in providing the Service.

### Third Party Networks

You understand and agree that the content of consumer-selected alerts will not be encrypted and will be transmitted over various third party networks and systems and that Simplicity Credit Union and its service providers involved in providing the Service will not be responsible for the confidentiality, privacy or security of such information or data.

### Modification, Suspension or Discontinuation of Service

Simplicity Credit Union reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service) or to add new controls and/or consumer-selected alerts or cancel existing controls and/or consumer-selected alerts. You agree that the Simplicity Credit Union shall not be liable to you or to any third party for any interruption, restriction, modification, suspension or discontinuation of the Service.

### Changes to these Terms and Conditions or the Service

Simplicity Credit Union may change or modify these Terms and Conditions, including Service features, from time to time by posting new Terms and Conditions on the applicable alerts enrollment page. If you use the Service after the date the new Terms and Conditions are posted on the applicable Simplicity Credit Union alerts enrollment page, you agree to such change and its applicability to you. We will provide you with notice of any change if required by law. Any new features or services that augment or enhance the Service in the future will be considered part of the Service and subject to these Terms and Conditions.

### Alerts and/or Controls Do Not Amend Existing Terms and Conditions for Cards

THE ALERTS AND THESE TERMS AND CONDITIONS DO NOT AMEND EXISTING TERMS AND CONDITIONS OF THE DOCUMENTS GOVERNING YOUR DEBIT CARD(S) YOU REGISTERED WITH THE SERVICE OR THE SIMPLICITY ONLINE ACCESS AGREEMENTS AND DISCLOSURES. THESE TERMS AND CONDITIONS SUPPLEMENT THE TERMS OF YOUR MEMBERSHIP AND ACCOUNT AGREEMENT, ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE AND ALL OTHER AGREEMENTS AND DISCLOSURES WITH Simplicity Credit Union GOVERNING THE DEBIT CARD(S) YOU REGISTERED WITH THE SERVICE. THE ALERTS THAT ARE SENT TO YOU THROUGH THE SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, YOUR MEMBERSHIP AND ACCOUNT AGREEMENT, ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE, SIMPLICITY ONLINE ACCESS AGREEMENTS AND DISCLOSURES, ANY OTHER AGREEMENTS OR DISCLOSURES WITH Simplicity Credit Union, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR DEBIT CARD(S) ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT(S).

### No Warranties

SIMPLICITY CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. THE SERVICE AND ANY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS. Simplicity

Credit Union DOES NOT GUARANTEE THAT A TRANSACTION WILL BE DECLINED WHEN A CONTROL IS SET OR THE DELIVERY OF CONSUMER-SELECTED ALERTS AND IS NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD PARTY AS A RESULT OF A CONTROL OR AN ALERT.

Limitation of Liability

IN NO EVENT SHALL SIMPLICITY CREDIT UNION, AND ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OF ANY CLAIM BY ANY THIRD PARTY. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH SIMPLICITY CREDIT UNION WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR 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 THESE TERMS AND CONDITIONS.