

TruWest® Credit Union Card Manager Terms and Conditions

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions carefully. Together with our Privacy Policy (a copy of which is available from our website [here](#)) and Frequently Asked Questions (found [here](#)), these Terms and Conditions govern our relationship with you in relation to your use of the TruWest Credit Union Card Manager Service (the “Service”). If you have any questions about these terms and conditions or do not wish to accept them, please contact us at 1 (855) 878-9378 before continuing. Please note that all of the terms and conditions of the *TruWest Credit Union Membership & Account Agreement, Visa Card Agreement, Disclosure and Billing Rights Notice and Supplemental Visa Agreement & Disclosure, Internet Banking- EFT Disclosure as amended from time to time, continue to apply as you use the TruWest Credit Union Card Manager Service* (Collectively, the “Existing Agreements”).

2. OUR DETAILS

2.1 TruWest Credit Union’s registered office is at 1667 N. Priest Drive, Tempe, AZ, 85281.

2.2 You can contact us at <https://truwest.org/contact/> or by telephone at 1 (855) 878-9378.

3. WHO CAN USE THE TRUWEST CREDIT UNION CARD MANAGER SERVICE

3.1 To be eligible to register for the Service you must be over the age of 18 years old or over the age of 13 years old with an authorized signer and be a resident in the United States. In addition, you must have the following:

3.1.1 A TruWest Credit Union Visa debit/ATM, prepaid, or credit card;

3.1.2 A U.S. mobile telephone account with a service provider;

3.1.3 A compatible mobile phone or browser. The following minimum requirements must be met by your device: A smart phone with the ability to support a downloadable application (e.g. iPhone and Android); A mobile device with internet browsing (mobile web) capability; Have at least 64Kb of free memory; Be configured with the standard internet data connectivity settings for your network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Have free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.4 To receive SMS (Text) Alerts only from the Service, the minimum device requirements are less. All you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.5 A postal address within the U.S.

3.2 You can only register a participating TruWest Credit Union Visa debit/ATM, prepaid, or credit card that you are lawfully entitled to use.

3.3 The Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are the responsibility of the consumer (you) unless

otherwise disclosed by TruWest Credit Union. Please refer to the TruWest Credit Union Schedule of Fees, Rate and Fee Schedule provided to you by TruWest Credit Union with regards to fees.

3.4 You are responsible for ensuring your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at 1 (855) 878-9378.

4.2 When you submit your registration, you are requesting to subscribe to the Service. We may reject your registration if you are not one of our customers or otherwise fail to satisfy any of the criteria listed above. If we accept your registration, we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

4.3 When we receive your Visa debit/ATM, prepaid, or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the Service.

4.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the Service. You must keep this passcode safe and not write it down or disclose it to anyone.

4.5 Please refer to the *TruWest Credit Union Membership & Account Agreement* and *Visa Card Agreement, Disclosure and Billing Rights Notice* and *Supplemental Visa Agreement & Disclosure, as amended from time to time* for information on your liability for unauthorized activity to your account.

5. THE TRUWEST CREDIT UNION CARD MANAGER SERVICE

5.1 The Service provided by TruWest Credit Union is a service that gives you access to account information. Please note that we may add new services from time to time.

5.2 The complete range of services offered as part of our Service may include:

5.2.1 Balance inquiries;

5.2.2 Mini statements (transaction history);

5.2.3 Transfers between accounts associated with your registered card (e.g. Checking and Savings);

5.2.4 SMS (text), Push (application), and Email alerts

5.3 The Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

5.4 Further you acknowledge that we may withdraw, change or cancel all or part of the Service without notice.

6. AUTHORITY

6.1 You authorize TruWest Credit Union and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree your authority may be on an account that could otherwise only be operated by two or more persons.

6.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

7. SECURITY PROCEDURE

7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.

7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately. If you fail to do so, you may be liable for any unauthorized transactions on your account(s).

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you may be liable for any unauthorized transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the Service.

7.6 You acknowledge that you are responsible for all transactions carried out using the Service on your mobile phone, which may include but not be limited to the payment of fees or other charges.

8. CHARGES

8.1 There may be taxes and fees related to the Service that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the Service. For example, standard data and message rates may apply. All charges include any applicable sales taxes.

8.2 You agree to pay for the Service in accordance with the charges outlined in the cardholder regulations or as provided in TruWest Credit Union's Schedule of Fees, Rate and Fee Schedule and as provided in the Existing Agreements, and agree that current charges may be amended from time to time. You authorize us to debit automatically the card account you have selected for use with the Service for all charges in connection with your use of the Service. In the future, we may add to or enhance the features of the Service. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in the cardholder regulations or as provided in TruWest's Credit Union's Schedule of Fees, Rate and Fee Schedule and as provided in the Existing Agreements.

9. ADDING EXTRA CARDS

9.1 You may add another card and additional features to the Service from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card for the Service.

10. LIABILITY

10.1 These Terms and Conditions do not exclude our liability (if any) to you for any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

10.2 To the extent permitted by applicable law, we are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe as recommended by us.

10.3 If your mobile phone is lost or stolen, you must tell us (by contacting TruWest Credit Union at 1 (855) 878-9378) as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the Service to your mobile phone and you may be liable for unauthorized activity. Please refer to the *Existing Agreements* for further information on your liability for unauthorized activity on your account.

10.4 We are not liable if you enter any erroneous information or details when you use the Service (e.g. if you key in the wrong mobile number).

10.5 If we believe that you or someone else is using or has obtained, or may use or obtain the Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the Service without notice.

10.6 We will not be liable to you if the Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

10.7 The TruWest Credit Union Card Manager application and Service is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee the application will be compatible with every type of mobile phone.

10.8 TRUWEST CREDIT UNION, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF TRUWEST CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TRUWEST CREDIT UNION, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

10.9 IN NO EVENT WILL TRUWEST CREDIT UNION BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE TRUWEST CREDIT UNION CARD MANAGER SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

11. YOUR RIGHT TO CANCEL

11.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.

11.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

11.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the Service.

12. OTHER IMPORTANT INFORMATION

12.1 We have the right to change these Terms and Conditions at any time. Please refer to the TruWest Credit Union Card Manager Service Terms and Conditions document on our website disclosures link for any updates.

12.2 If we believe that any price increase or change to the Terms and Conditions is likely to cause you material disadvantage we will let you know as soon as possible prior to any change.

12.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using the Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.

12.4 We advise you to keep a copy of these Terms and Conditions for your information and reference.

12.5 The contract and all communications between us will be conducted in the English language.

12.6 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the laws of Arizona, whose courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions.

12.7 If you have any complaints about the Service please write to us at TruWest Credit Union, Attn: Member Services, PO Box 3489, Scottsdale, AZ 85271, or telephone 1 (855) 878-9378.

12.8 You acknowledge that there may be third parties who have rights under these Terms and Conditions (including, without limitation, our suppliers, the software application developer and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms and Conditions even though they are not a party to them.

12.9 We may cancel or suspend your use of the Service without notice at any time.