

Card Management Service Terms and Conditions

This Card Management Service Terms and Conditions amends and supplements the Digital Services General Terms and Conditions (collectively, this “Agreement”) in connection with the Card Management Service. Except as expressly modified hereby, the Digital Services General Terms and Conditions will remain in full force and effect and applicable to the Card Management Service described herein.

Please note that this Agreement contains a binding ARBITRATION AND CLASS ACTION WAIVER provision which affects your rights with respect to any claims or disputes by or against United Federal Credit Union, located in the Arbitration and Class Action Waiver section of the Digital Services General Terms and Conditions. You may opt out by following the specified process within the specified timeframe.

Explanation of Certain Terms

Terms used herein and not otherwise defined are defined as set forth in the Digital Services General Terms and Conditions.

"Service" means our card management features.

Use of the Service

The Service is intended to allow you to initiate certain card-related activities for your enrolled United card. Those activities may include without limitation the ability to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage, such as location, transaction type, and merchant types, spend limits, and card on/off (each, a “**Control**”)
- Set alert preferences for card usage, such as location, transaction type, and merchant types, spend limits, and declined purchases (each, an “**Alert**”)
- View categorized transaction history based on merchant information, such as merchant name, address, and contact information
- Report the card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

The card management feature may enable access to United’s and third parties’ services and web sites, including GPS locator websites, such as Google Maps™ mapping service. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto. With respect to Google Maps™ mapping service, those terms and conditions of use can be found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the Service allows you to access third party services, United and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those third party services at any time without notice and without liability to you.

Certain functionality of the Service may not be available for all transactions. Controls and Alerts based on the location of your Compatible Mobile Device used for the Service or the location of the merchant where

a card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

By using the Service, you acknowledge and accept that we may collect and use technical data and related information, including but not limited to technical information about your Compatible Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service. We may use this information to improve our products or to provide services or technologies to you. You also understand that personally identifiable information may be collected by us in conjunction with your transactions, consistent with federal law and our Privacy Policy.

The Service is licensed, not sold, to you for use only under the terms of this Agreement. All rights not expressly granted to you are reserved. This license granted to you is non-transferable and non-exclusive. You may only use the Service on a Compatible Mobile Device that you own. You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You are not permitted to transfer the Service in any form. You may not copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, or any updates or parts of updates thereto, except with respect to any open source elements included with this Service. If you breach these restrictions, you may be subject to prosecution and the award of damages. The terms of this Agreement will also govern any upgrades or modifications that replace or supplement the version of the Service you downloaded originally, unless such upgrade is accompanied by a separate agreement, in which case the terms of that agreement will govern. The license is effective until terminated by us, which we may do at any time, with or without notice. Once this license is terminated, you will no longer be entitled to use the Service, and you shall then cease all use of the Service and destroy any legally made copies or portions thereof.

Eligibility and Qualification Requirements

You must first enroll in our digital banking service in order to enroll a card in the Service; you may also download our Mobile App for the Service on your Compatible Mobile Device to access additional Service functionality. You must have at least one eligible card associated with an account with us to enroll in the Service.

Cards associated with Non-Consumer Accounts with us and Consumer Accounts with us that are credit cards or debit cards may be eligible for enrollment with the Service. Please contact us at (888) 982-1400 if you have any questions concerning eligibility for your card.

Consent to Contact You via Mobile Phone

You agree that we or our authorized agent may contact you via any wireless device used to access the Service, including your Compatible Mobile Device, for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes. Your consent applies to any mobile device or mobile phone that you use to access the Service and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us or our authorized agent to contact you using autodialed or prerecorded calls and text messages.

Without limiting the forgoing, you agree to allow us to communicate with you via push notification, SMS message, and/or email with respect to the Service and understand that United reserves the right to send administrative and service notifications via email and/or SMS message to the email address and/or phone number provided upon enrollment in the Service. You understand data fees may be imposed by your mobile provider for the transmission and receipt of messages, Notifications, and/or Alerts.

Availability/Interruption

You acknowledge that the actual time between occurrence of an event triggering a selected Control or Alert ("**Event**") and the time the notification of such Event is sent to you ("**Notification**") is dependent on a number of factors including without limitation your internet and/or wireless service and coverage within the area in which you are located at the time a Notification is sent. Your Compatible Mobile Device must be within the operating range of a wireless carrier with an appropriate signal for data services to receive Notifications.

You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Notifications of Events may not be available to be sent to your Compatible Mobile Device or other equipment used for the Service in all areas. Similarly, selection of Controls and Alerts (collectively, "**Commands**") are likewise affected by the same or similar factors and problems could arise with use of Commands.

THE SERVICE IS SUBJECT TO TRANSMISSION LIMITATIONS AND SERVICE INTERRUPTIONS. UNITED DOES NOT GUARANTEE THAT THE SERVICE (OR ANY PORTION THEREOF) WILL BE AVAILABLE AT ALL TIMES OR IN ALL AREAS. YOU ACKNOWLEDGE THAT NEITHER UNITED NOR ITS THIRD-PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU IF YOU ARE UNABLE TO RECEIVE NOTIFICATIONS. UNITED, FOR ITSELF AND ITS THIRD-PARTY SERVICE PROVIDERS, DISCLAIMS ALL LIABILITY FOR ANY DELAYS, MIS-DELIVERY, LOSS, OR FAILURE IN THE DELIVERY OF ANY NOTIFICATION OR ANY FORM OF ACTIVE OR PASSIVE FILTERING THAT MAY OCCUR.

You acknowledge and agree that certain Service functionality may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither United nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption, or delays due to conditions outside of its control.

The Commands you set through use of the Services may continue to apply, and you may continue to be charged for them, even if you delete our Mobile App or remove it from your mobile device. Please contact us to discontinue the alerts and controls.

Limitation of Liability

You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone

on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

The Service and related documentation are 'Commercial Items', as that term is defined at 48 C.F.R. 2.101, consisting of 'Commercial Computer Software' and 'Commercial Computer Software Documentation', as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Choice of Law and Severability

This Agreement is governed by the federal law of the United States of America and the internal law of the State of Michigan, except to the extent that this Agreement can and does vary such laws and rules. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law and in a manner that comes closest to expressing the intent of such unenforceable term. The remaining terms and the application of the challenged term to persons or circumstances other than those as to which it is declared invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Signature

You agree to all of the provisions of this Agreement by any and all of the following means:

- Using the Service.
- Physically or electronically signing this Agreement.
- Causing your agent to physically or electronically sign this Agreement.
- Entering into, consenting to, or otherwise accepting this Agreement electronically.

Your electronic consent or use of the Service has the same effect as if you or your authorized agent had signed this Agreement with your physical signature.

Your physical signature, electronic consent, or use of the Service is also your acknowledgement that you have received a copy of this Agreement. If you would like to have a paper copy of this Agreement, please call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

Unauthorized use of the Service is strictly prohibited.