



CARD CONTROLS AGREEMENT TERMS AND CONDITIONS

Effective Date: November 1, 2022

The Service

The Service is offered by Jordan Credit Union (referred to herein as “JCU”, “us”, “we” or “our”). The Card Control Service is designed to allow you to disable your debit/credit credit card temporarily or permanently in the event it is misplaced, lost, or stolen. The Service may also be used to send transactions alerts via SMS notifications. Access to the Services is limited to JCU’s mobile application and Online Banking.

JCU ATMs are not included as part of The Service. The Service will not block transactions at JCU ATMs.

The Service does not allow for the cancellation of authorized or pre-authorized debit/credit 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 JCU. 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

JCU does not charge for use of the Service. However, in order for Transaction Alerts to be sent to your mobile telephone number(s), you must (i) own a two-way 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 handset’s SMS 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. You should contact your wireless service carrier for complete pricing details.

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

The Service is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); and (ii) own a JCU Visa debit/credit card that is in good standing and eligible for the Service (“Card”). 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. The user must qualify for online banking and mobile services in order to use the Service. The 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. Your limited license to use the Service does not allow for distribution or use over a network where it could be used by multiple devices at the same time. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of open source elements components included with this license.

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 the day. We will attempt to notify you of these times. Transactions are covered by the protections offered by Visa 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.

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. You may terminate your use of the Service at any time through the card control application or 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 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 Bank Services Agreement or any other Agreement with us.

Indemnity

You agree to, and shall indemnify, defend, and hold JCU, and its respective affiliates, and all of its officers, directors, employees, contractors, volunteers, representatives, agents, and assigns harmless from, and against, any losses, claims, liabilities, damages, causes of action, demands, or lawsuits, (including reasonable court costs and attorneys' fees), (collectively "Claims"), arising from Claims relating to or from your use of the Service, or for any breach of your representations and obligations under this Agreement. You agree that in no event shall you or your designated representative, consent to the entry of any judgment or settle any Claim, without JCU's prior written consent. Furthermore, you agree to use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations).

Contact Us

If you have any questions about the Service or any Card transaction, please visit jordan-cu.org to send us a secure email or contact JCU Contact Center at (801) 566-4195 Monday through Friday 9:00 am to 6:00 pm MT.

