

Liberty FCU Card Controls Terms & Conditions

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN THE LIBERTY FEDERAL CREDIT UNION CARD CONTROLS SERVICE (“SERVICE”). BY UTILIZING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (“AGREEMENT”).

The Service. The service is offered by Liberty Federal Credit Union (“Liberty Federal CU”, “we”, “us”, “our”). The Service is designed to allow you to temporarily or permanently disable your Liberty Federal CU debit or credit card (“Card”) in the event it is misplaced, lost, stolen, or as desired. You may also use the Service to sign up for transaction alerts sent to your mobile telephone number through text message, push notification, or email. The Service can only be accessed through Liberty Federal CU’s online or mobile banking platforms.

Authorized or pre-authorized debit or credit card transactions cannot be cancelled through the Service. The Service is not a method for stopping payment on authorized or pre-authorized transactions. This applies to authorizations for both card present (in store) and card not present (online or over the phone) transactions 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 these transactions.

Fees. Liberty Federal CU does not charge a fee for use of the Service. However, to receive transaction alerts sent through text message notification, there may be a fee or charge per text message from your wireless service provider. You acknowledge and agree that standard text messaging rates apply for each text message received by and sent from your mobile phone. You are solely responsible for any text message or push notification charges, and any other charges, from your wireless service provider. You should contact your wireless service provider for complete price and fee details.

Transaction Alerts. If you register to receive transaction alerts sent to your mobile telephone number, the actual time between a transaction made with your Card that triggers a transaction alert and the time you receive the transaction alert depends on your wireless service provider’s service and coverage in the area which you are physically located at that time. Your receipt of transaction alerts may not be available in all areas. The transaction authorization amount and posted amount may differ.

Eligibility. The Service is only available to Liberty Federal CU members with a MasterCard debit or credit card in good standing. You must qualify for online and mobile banking services in order to use the Service. Utilizing Liberty Federal CU online and mobile banking services requires your acceptance and agreement to the terms and conditions in the Online Banking Agreement and Disclosure provided on enrollment in such services. Your eligibility will be determined by us in our sole discretion. We reserve the right to terminate your participation in the Service at any time.

No Amendment of Existing Account and Card Terms and Conditions. Any transaction alerts provided to you through the Service do not amend, supplement, or replace any other notice or terms and conditions that you may receive in connection with your Card or account(s), including, but not limited to, your Important Information About Share Accounts document received at account opening, any periodic statements, and Online Banking Agreement and Disclosure.

Limitations.

1. **No Warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, Liberty Federal CU, ITS DIRECTORS, OFFICERS, EMPLOYEES, STAFF, DIVISIONS, AND ASSIGNS (“RELEASED PARTIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR ANY EQUIPMENT. YOU AGREE THAT YOUR USE 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 “AS AVAILABLE” BASIS.
2. **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 FOR ANY FAILURE TO PERFORM ANY OBLIGATION CONTAINED IN THIS AGREEMENT DUE TO DIRECTLY OR INDIRECTLY THE FAILURE OF ANY EQUIPMENT, INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD, OR ANY OTHER EVENT BEYOND OUR CONTROL. IN ADDITION, ALTHOUGH Liberty Federal CU WILL TAKE COMMERCIALY 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 UNINTERRUPTED AND ERROR-FREE NO REPRESENTATION OR WARRANTY OF FITNESS OR MECHANABILITY SHALL BE CONSTRUED UNDER THIS AGREEMENT. RELEASED PARTIES SPECIFICALLY AND EXPRESSLY DISCLAIM ALL LIABILITY 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 attorney’s fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement, or arising from your breach of this Agreement, or any breach of your representations and warranties contained in this Agreement.
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. Some of the above limitations may not apply to you.

Dispute Resolution. Any dispute or claim related to or arising out of this Agreement, whether directly or indirectly, will be resolved in accordance with the provisions of your Important Information About Share Accounts document and Online Banking Agreement and Disclosure.

Availability of Service. Liberty Federal CU will make every effort to decline transactions while your card is in a deactivated state. However, we cannot guarantee that all transactions will be declined due to circumstances or events beyond our control. You acknowledge and understand that the deactivation function is reliant on computer and telecommunication systems. Disruptions to these systems may result in the authorization of transactions while 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. Certain transactions are covered by protections included in some laws and regulations and those offered by MasterCard. These protections are described in your Important Information About Share Accounts document received at account opening. You are responsible for monitoring your account activity through online or mobile banking or by checking your account statements, even while using the Service. You remain responsible for timely reporting unauthorized transactions to us as described in your Important Information About Share Accounts document. Liberty Federal CU assumes no responsibility for failure of the Service to work in the expected manner.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. Any waiver will 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 is found to be invalid, illegal, or unenforceable, the remainder of this Agreement will not be affected and will continue to be valid and enforceable to the fullest extent permitted by applicable law.

Amendment. We may amend this Agreement at any time. You may receive notice prior to any change. If you do not agree with the change, you may discontinue use of the Service. Your continued use of the Service constitutes your acceptance of any amendments made to this Agreement.

Termination. We may terminate or suspend the Service, or your use of the Service, at any time without prior notice to you. You may terminate your use of the Service at any time through the Card Controls application or by giving us notice. Your notice of termination will not be effective until we receive it and have a reasonable period to act on it. We may terminate this Agreement if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes, or you use the Service in a way which violates the terms and conditions of your Important Information About Share Accounts document or any other Agreement with us.

Contact Liberty Federal CU. If you have questions about the Service, please contact Liberty Federal CU at 1(800) 800- 9271 or onlinebankingteam@libertyfcu.org.