



STCU Card Control for Debit Terms of Use

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These Terms of Use ("Terms") state the terms that govern your use of the STCU Card Control mobile application (Mobile App) for placing controls on and requesting alerts related to your Debit Card with Spokane Teachers Credit Union ("STCU" or "Credit Union"). The Terms include all updates, additional terms, software licenses, which collectively constitute the entire agreement between you and us concerning your use of the Mobile App. You must indicate your acceptance to these Terms before installing and using the Mobile App.

1. Description of Service. The Mobile App can be used on your mobile device to define controls for usage of your Credit Union debit cards. You can set preferences for Alerts to be received on your mobile device when transactions using the cards you have enrolled in the Mobile App are made or attempted. You can control when and where your enrolled cards can be used as well as view and act on instant Alerts when transactions using your enrolled cards are processed, perform card management functions such as turning your cards on/off, and perform basic mobile banking functions such as viewing transactions.

2. Your Representations. You represent (i) you are of sufficient legal age to install and use the Mobile App and accept liability for installing and using the Mobile App, (ii) you are financially responsible for all uses of the Mobile App by you and those who are authorized by you to use the data and information you provide to them to enable them to use the Mobile App including, without limitation, your password, verification information, and account information, (iii) you are responsible for any fees and charges assessed by us for use of the Mobile App or those associated with your debit cards, and (iv) you will only install and use the Mobile App for yourself and not for any other person.

3. Account Information. You agree that all of the information you provide in the enrollment process and at all other times is accurate, current, complete and true. You are responsible for maintaining the accuracy and confidentiality of all information you provide when enrolling cards into the Mobile App and using the Mobile App including, your password, verification information and card information and all transactions and other activities that occur using the Mobile App whether supplied to you by us or provided by you during the registration process. The Mobile App is provided for your convenience and any information about your accounts that you receive when using the Mobile App, does not replace your periodic account statement(s), which is the official record of your accounts.

4. Access to Mobile App. You may not, and you agree not to, transfer or assign your use of, or access to the Mobile App to any third party. You authorize us to provide access to your enrolled accounts through the Mobile App. We may refuse access to the Mobile App at any time for noncompliance with any part of these Terms.

5. Alerts and Controls. These Terms govern the alerts and other information (collectively "Alerts") you receive via push notifications delivered through the Mobile App. When you are logged into the Mobile App you will receive a message asking if you want to allow push notifications by pressing "yes" or "no". If you press "yes" for push notifications you have enabled the sending of Alerts depending on the preferences you set in the Mobile App for your accounts. For example, you can set preferences to receive the Alerts via push notifications for information relating to locations where your card is being used; international authorizations; transaction and merchant type; amounts charged to your card; changes to controls or usage for a shared card; and changes to cardholder information. Instructions and specific information regarding how to set your preferences and Alerts available can be found within the Mobile App itself. The Alerts are subject to the terms and conditions of your Internet service provider or wireless provider. Alerts may not be encrypted. Alerts can be delivered whether or not you are logged into the Mobile App and whether or not your device is locked or in sleep mode. They may include your name and account information. We cannot guarantee timing or receipt of the Alert, as this may be affected by forces outside of our control. In the event that an Alert is delayed, or not received, we are not responsible for any related impacts. We will not charge a fee for sending Alerts but your wireless provider or internet service provider might charge a fee depending on your plan. If you do not wish for others to see your Alerts, you should establish a passcode lock on your device, lock it when not in use, and guard the screen on your device when it is unlocked. To manage Alerts including to change or turn off Alerts, you can log into the Mobile App and turn off "Notifications" within the Mobile App or contact our Member Service and they will walk you through how to turn off Alerts on your mobile device. We will never send an Alert that asks you to supply any sensitive personal or financial information such as your social security number or your account number. If you receive such requests, do not respond and contact us immediately.

6. Your Obligations for Using The Mobile App. You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. In case of unauthorized access to your device you agree to immediately cancel your registration associated with the compromised mobile device by calling our support center. Neither we nor our Third Party Licensors will be liable for any use of the Mobile App or transactions conducted using a mobile device that has been compromised. When installing and using the Mobile App, you agree not to:

- a. impersonate any person or entity;
- b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. spam or flood the Mobile App;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Mobile App or the software used in connection with the Mobile App;
- e. remove any copyright, trademark, or other proprietary rights or notices contained on the Mobile App;
- f. "frame" or "mirror" any part of the Mobile App;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Mobile App or the contents of either;
- h. otherwise interfere with, or disrupt the Mobile App or servers or networks connected to the Mobile App, or violate these Terms or any requirements, procedures, policies or regulations applicable to the Mobile App or of any networks connected to the Mobile App; or
- i. intentionally or unintentionally violate any applicable local, state, federal, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by us (all of which shall

constitute "Applicable Law") in connection with your installation and use of the Mobile App. You are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) charged by us.

7. License Terms. The Mobile App is licensed, not sold, to you for use only under the terms of these Terms. You are hereby granted a personal, nonexclusive, fully-revocable and nontransferable sublicense to install, access and use the Mobile App on mobile devices that you own or control in accordance with these Terms. This license is subject to the terms of the license for the Mobile App granted to us by our Third Party Licensors. All rights not expressly granted to you by these Terms are hereby reserved by these Third Party Licensors. Nothing in this license entitles you to receive hard-copy documentation, technical support, telephone assistance or updates or upgrades to the Mobile App. This license and the Mobile App can be terminated at any time by us without notice to you and you can terminate this license and the Mobile App at any time by uninstalling the Mobile App from your mobile device or stopping use of the Mobile App; provided, however, that you remain responsible for transactions conducted and fees incurred using the Mobile App on the device on which it is installed, to the extent your liability is not prohibited by law. This license does not allow you to use the Mobile App on any device or product that you do not own or control, and you may not distribute or make the Mobile App available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Mobile App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, any updates, or any parts of updates, except regarding use of open source elements components included with the Mobile App. Any attempt to do so is a violation of the rights of our Third Party Licensors. The terms of the license will govern any upgrades provided by us that replace and/or supplement the original Mobile App and functionality, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. However, we are not obligated to upgrade the Mobile App.

8. Technical Data. By using the Mobile App, you agree we and our Third Party Licensors may collect and use technical data and information about your 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 Mobile App. You understand that full use of Mobile App requires you to have a card account with us and that personally identifiable information may be collected by us and our Third Party Licensors in conjunction with your transactions, consistent with federal law and our privacy policy.

9. Limitation of Liability. You agree that use of the Mobile App is at your sole risk as to satisfactory quality, performance, and accuracy. The Mobile App and any services performed or provided by the Mobile App are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Mobile App and any services, including the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Your installation and use of the Mobile App occurs across the networks of many wireless service providers. We do not operate or have any involvement or control with or over these networks or the wireless service providers. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect your ability to install and use the Mobile App, such as the unavailability of the wireless service for any reason, network delays, a breach of security or integrity of the network or wireless service, system outages, communications failure, limitations on wireless coverage and interruption of a wireless connection. We disclaim any responsibility for any wireless service or internet service used to access the Mobile App. You agree the privacy of your personal information cannot be guaranteed and you assume full responsibility for any losses or damage you incur as a result of the transmission of your personal information over any wireless networks. In no event shall we or our Third Party Licensors be liable for personal injury, or any punitive, incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Mobile App. We and our Third Party Licensors do not warrant against interference with your enjoyment of the Mobile App in any way, or that defects in the Mobile App or services will be corrected.

10. Indemnity. You agree to indemnify, defend, and hold us and our Third Party Licensors and our and their respective directors, officers, employees and agents, harmless from any and all claims, liability, damages and expenses, that result from or arise out of (i) your violation of these Terms or your unauthorized or misuse of the Mobile App; (ii) transactions conducted using the Mobile App; (iii) failed, delayed, or misdirected delivery of, any information sent using the Mobile App; (iv) any errors in information sent through the Mobile App; (v) any action you may or may not take in reliance on the information provided when using the Mobile App; and (vi) any permitted disclosure of information provided to third parties resulting from your use of the Mobile App. Your obligation under this paragraph shall survive termination of your use of the Mobile App or these Terms. "Third Party Licensors" means the third party and its licensors that have licensed the Mobile App to us to make the Mobile App available to you under these Terms of Use.

11. Third Party Services. The Mobile App may enable access to third party services and web sites, including GPS locator websites such as Google, that allow you to find a branch. Use of the third party services may require Internet access and that you accept additional terms of service. We are not affiliated with, do not endorse, and are not responsible for these third party services. We are not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from ours. The personal data you may choose to give to us by means of installing the Mobile App on your mobile device and enrolling your accounts to use the Mobile App shall be governed by our privacy policies.

12. Termination. These Terms and this license are effective upon your installation of the Mobile App until terminated by you or us. We may terminate or suspend the Mobile App at any time for your breach of these Terms or suspected fraud and we may limit or change functionality at any time. You may terminate your use of the Mobile App at any time by deleting the Mobile App from your mobile device and the services available through the Mobile App will no longer be accessible to you. Upon termination, you are no longer entitled to use the Mobile App and you shall cease all use of the Mobile App, and destroy any legally made copies or portions thereof of the Mobile Application.

13. Amendments. We may amend, modify or cancel these Terms, the Mobile App or the functionality available at any time. We will notify you of any amendments and You agree that your continued use of the Mobile App constitutes your agreement to the change or modification.

14. Governing Law. These terms are governed by the laws of the state of Washington.

Acceptance of Terms. These Terms are an electronic contract that sets out the legally binding terms of your use of the Mobile App. You indicate your acceptance of these Terms by clicking on the "Accept" button below in connection with your installation of the Mobile App. This action creates an electronic signature that has the same legal force and effect