

ACU Cards 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 and the Frequently Asked Questions, they govern our relationship with you in relation to your use of the ACU Cards Service. The Terms and Conditions, our Privacy Policy and Frequently Asked Questions are available on our website at www.youracu.com. If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 866.968.7128 before continuing. By using the service, you accept and agree to be bound by these Terms and Conditions.

1.2 You may have other rights granted by law, and these Terms and Conditions do not affect such rights.

2. OUR DETAILS

2.1 We are America's Credit Union, a Federal Credit Union, a company located at 1495 Wilmington Dr. DuPont, WA 98327.

2.2 You can contact us by email at cardshelp@youracu.org or by telephone at 866.968.7128.

3. WHO CAN USE ACU CARDS

3.1 To be eligible to register for ACU Cards you must be over 16 years old and a resident in the United States. In addition, you must have the following:

- A Visa debit or credit card with ACU.
- A postal address within the U.S.
- A U.S. mobile telephone account (prepay or monthly contract) with a participating operator.
- 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;
- To receive SMS (Text) Alerts only from ACU Cards, 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;

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

3.3 ACU Cards 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 unless otherwise disclosed by America's Credit Union

3.4 You are responsible for ensuring that 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 866.968.7128.

4.2 When you submit your registration, you are requesting to subscribe to ACU Cards. We may reject your registration if you are not one of our members 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 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 ACU Cards.

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 ACU Cards. You must keep this passcode safe and not write it down or disclose it to anyone.

4.5 Please refer to your credit card agreement for information on your liability for unauthorized activity to your account.

5. ACU Cards

5.1 ACU Cards provided by America's 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 ACU Cards may include:

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

5.3 ACU Cards 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 cancel all or part of the ACU Cards without notice.

6. SECURITY PROCEDURE

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

6.2 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.

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6.3 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.

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

6.5 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 ACU Cards. 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 ACU Cards.

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

7. CHARGES

7.1 There are no fees for ACU Cards at this time. 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 ACU Cards. All charges include any applicable sales taxes.

7.2 In the future, we may add to or enhance the features of the ACU Cards, including the addition of fees. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in the ACU rate and fee disclosure.

7.3 If additional verification is required to add your card to this digital wallet, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply.

One message per user. Message and Data Rates May Apply. The mobile carriers are not liable for delayed or undelivered messages.

HELP instructions: Text HELP to 91098.

STOP instructions: Text STOP to 91098 to cancel.

8. ADDING EXTRA CARDS

8.1 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 ACU Cards

9. LIABILITY

9.1 These Terms and Conditions do not exclude our liability (if any) to you for:

- Personal injury or death resulting from our negligence;
- Fraud;

- Any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

9.2 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.

9.3 If your mobile phone is lost or stolen, you must tell us (by contacting America's Credit Union at 866.968.7128) 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 ACU Cards to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

9.4 We are not liable for any error by you in entering any details when you use ACU Cards (e.g. if you key in the wrong mobile number).

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

9.6 We will not be liable to you if ACU Cards 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.

9.7 ACU Cards application is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

9.8 AMERICA'S 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 America's Credit Union HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF America's 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.

9.9 IN NO EVENT WILL AMERICA'S CRDIT UNION BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM ACU Cards 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.

10. YOUR RIGHT TO CANCEL

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10.1 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.

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

10.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of ACU Cards.

11. OTHER IMPORTANT INFORMATION

11.1 We have the right to change these Terms and Conditions at any time and you will be notified of the changes.

11.2 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.

11.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using ACU Cards 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.

11.4 We may not necessarily keep a copy of your order and these Terms and Conditions. Accordingly, we advise you to keep a record of your order and a copy of these Terms and Conditions for your information and reference.

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

11.6 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 Washington State, whose courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions. The agreement will be subjected to the laws of Washington State.

11.7 If you have any complaints about the ACU Cards service please write to us at PO Box 5060, DuPont, WA 98327.

11.8 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.