

BEFORE AGREEING TO PARTICIPATE IN LEADERS CREDIT UNION'S CARD CONTROL SERVICE ("Service"), PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS ("End User Agreement"). BY INSTALLING AND/OR USING THE SERVICE AND WHETHER AN INDIVIDUAL OR AN ENTITY, THE END USER ("you", "your", or "yours") AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS END USER AGREEMENT.

1. **SERVICE** – The Service is offered by Leaders Credit Union ("we", "us", "our", "ours", and "Credit Union"). The Service is designed to allow you to disable, temporarily or permanently, your Credit Union debit card(s) and/or credit card(s) ("Card", collectively or singularly as may apply) in the event one or more of your cards is misplaced, lost, or stolen. The Service may also be used to send Transaction Alerts via text message (or "SMS") or email notifications. You may access the Service through the Credit Union's Online Banking and/or Mobile Banking.

The Service cannot be used to cancel *authorized* or *pre-authorized* debit or credit card transactions. It is not intended to be used as a method for stopping payment on authorized or pre-authorized transactions. In accordance with Mastercard® and/or Visa® Operating Rules, all transactions, for which there is a prior authorization, will be paid by the Credit Union. 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.

2. **FEES** – Credit Union does not charge for the use of this Service. However, in order for Transactions 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 wireless service carrier network, (ii) have enrolled in a data plan that includes use of your mobile phone'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.

3. **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 upon 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.

4. **ELIGIBILITY** – The Service is only available to End Users who are: (i) at least 18 years of age, and (ii) hold a Credit Union Card(s) that is in good standing and eligible for the Service. **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. All End Users must qualify for Online Banking and/or for Mobile Banking in order to use the Service. In addition to the obligations stated in this End User Agreement, you must adhere to the terms and conditions of the separate agreements for Online Banking, Mobile Banking, Consumer or Business (as applicable) Credit Card Agreement(s) and Addendum(s) if applicable and Disclosures, as well as Consumer or Business (as applicable) Electronic Funds Transfer (EFT) Terms and Disclosure, which are included as part of the Credit Union's Member Service Agreement or Business Service Agreement (as applicable).

5. **NO AMENDMENT OF EXISTING TERMS AND CONDITIONS OF CARDS** – THE TRANSACTION ALERTS THAT ARE PROVIDED TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE, OR REPLACE ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT OR CARDMEMBER AGREEMENT.

6. **LIMITATIONS** –

a. **No Warranties, Equipment, Computer, and/or Software.** The Credit Union, its Directors, Officers, Employees, Staff, Representatives, Assigns, Related Parties, Affiliates, Subsidiaries, Divisions, Advertising and Promotion Agencies, or their Service Providers (collectively, "Released Parties") specifically disclaim any responsibility and all warranties of any kind, whether express or implied, as to the operation of the Service or any equipment, computer, or software used by you. You agree that your use of and access to the Service through any equipment, computer, or software is at your sole risk. The Service is provided on an "AS IS" and an "AS AVAILABLE" basis regardless of the equipment, computer, or software used by you to access the Service.

b. **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 End User Agreement including, without limitation, 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 any part thereof) or for any failure to perform any obligations contained in this End User Agreement due to, directly or indirectly, the failure of any equipment or any industrial dispute, war, flood, explosion, earthquake, Act of God, or any other event beyond our control.

c. **Exclusions and Limitations.** In addition, notwithstanding anything to the contrary herein, no representation or warranty of fitness or merchantability shall be construed under this End User Agreement, and Released Parties specifically disclaim all liability whatsoever with respect to any failure to provide the Service or provide the Service error-free or uninterrupted. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

7. **INDEMNITY** – You agree to indemnify and hold harmless the Released Parties from any loss, liability, claim, or demand including reasonable attorneys’ fees, made by any third party due to or arising out of your use of the Service in violation of this End User Agreement and/or arising from a breach of this End User Agreement and/or any breach of your representations and warranties set forth herein.

8. **DISPUTE RESOLUTION** – Any claim or dispute related to the use of any Credit Union Card shall be handled in accordance with the dispute resolution provisions of the agreement governing your Credit Union Card account.

9. **AVAILABILITY OF SERVICE** – While we will make reasonable efforts to decline transactions while your Card is in a deactivated state, we do not guarantee that all such transactions will be declined. You acknowledge that the deactivation function is reliant on computer and/or telecommunication systems and other factors beyond our reasonable control. 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 make commercially reasonable attempts to notify you of these times. Transactions are covered by the protections offered by Mastercard or VISA and by regulatory agencies, all as described in Credit Union’s Consumer or Business (as applicable) Credit Card Agreement(s) and Addendum(s) if applicable and Disclosures, as well as Consumer or Business (as applicable) Electronic Funds Transfer (EFT) Terms and Disclosure, which are included as part of the Credit Union’s Member Service Agreement or Business Service Agreement (as applicable).

You are responsible for monitoring your account activity, whether electronically or by checking your statements. Use of the Service does not override your responsibility to report unauthorized transactions in a timely manner as described in Credit Union’s Consumer or Business (as applicable) Credit Card Agreement(s) and Addendum(s) if applicable and Disclosures, as well as Consumer or Business (as applicable) Electronic Funds Transfer (EFT) Terms and Disclosure, which are included as part of the Credit Union’s Member Service Agreement or Business Service Agreement (as applicable). Credit Union assumes no responsibility for failure of the Service to work in the expected manner except as expressly set forth in this End User Agreement.

10. **ENFORCEABILITY** – We may waive enforcement of any provision of this End User Agreement. No waiver of a breach of this End User Agreement shall constitute a waiver of any prior or subsequent breach of this End User Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this End User Agreement. In the event that any provision of this End User Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of this End User Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11. **AMENDMENT** – We may amend this End User Agreement at any time by adding, deleting, or otherwise changing its terms and conditions. You will generally be provided advance notice of any change, provided, however, that if the change is favorable to you, we may make the change at any time without prior notification. If you do not agree with the change, you should immediately discontinue using the Service. If you continue using the Service, your continued use will constitute acceptance of the changes to this End User Agreement. You may be required, at times, to affirmatively accept the revised End User Agreement in order to continue using the Service. The revised version will be effective at the time it is posted unless a delayed Effective Date is expressly stated therein.

12. **TERMINATION** – We may terminate or suspend the Service, or your use of the Service, at any time with or without notice. You may terminate your use of the Service at any time by giving notice to us using the contact information at the end of this End User Agreement. 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 End User Agreement may be terminated if you breach any term of this End User Agreement, if you use the Service for any unauthorized or illegal purposes, or you use the Service in a manner inconsistent with the terms and conditions of your Consumer or Business (as applicable) Credit Card Agreement(s) or any other agreement with Credit Union or related to the Card.

13. **CONTACT US** – If you have any questions about the Service or any Card transaction, please send us a secure email through Online Banking and/or Mobile Banking, or call our Call Center at 800-227-1893 on Monday through Friday 8:30 am to 6:00 pm (CST) or Saturday 9:00 am to 1:00 pm (CST).