

# Century Federal Credit Card Alerts, Terms & Conditions

## **The Service**

The Service is offered by Century Federal Credit Union. In response to select transactions made with an eligible Century Federal -issued credit card or debit card that you have registered with the Service (a "Card"), the Service will send certain alerts ("consumer-selected alerts") to the mobile telephone number(s) via SMS text messages and/or email address(es) you have designated. Your mobile telephone numbers, email addresses, and the types of available Service alerts that you wish to receive, are designated by you when you register a Card. You may change those designations by accessing your Century Federal VISA Credit Card online.

## **Consent**

By providing Century Federal with a mobile telephone number, you are expressly consenting to receiving text messaged from Century Federal, its affiliates, and agents at that number. You certify you are authorized to grant Century Federal consent to contact you at the contact number provided. This express consent applies to each telephone number that you provide to Century Federal now or in the future.

## **Fees**

Century Federal does not charge for use of the Service available as of the date you agree to these terms and conditions. In the event Century Federal decides in the future to begin charging a fee for use of the Service, it will provide you with reasonable prior notice. However, your wireless carrier may charge you for messages you receive as a result of using the Service. You should contact your carrier for complete pricing details.

## **Consumer-Selected Alerts**

If you registered to receive consumer-selected alerts to your mobile telephone number(s), actual time between a transaction made with your Card that triggers a Transaction Alert and the time the Transaction Alert is sent to your mobile telephone number is dependent on your wireless service and coverage within the area in which you are located at that time. Consumer-selected alerts may not be available to be sent to your mobile telephone number(s) in all geographic areas.

## **Termination of Participation**

To opt-out of the Service at any time, visit the Century Federal Alerts site and follow the directions provided to discontinue receiving consumer-

selected alerts. You may also opt-out of having consumer-selected alerts sent to your mobile telephone number by texting "STOP" as a reply to any SMS message received as part of the Service. In addition, at any

time you may send a text that says **STOP** to 72488. You will receive an opt-out confirmation.

## **Availability/Interruption**

The Service is available when you have your mobile handset within operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. Century Federal does not guarantee that the Service (or any portion of the Service) will be available at all times or in all areas. You acknowledge and agree that Century Federal is not responsible for performance degradations, interruptions, failures or delays due to conditions due to any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile handset. You acknowledge that Century Federal shall not be liable to you if you are unable to be sent consumer-selected alerts to your mobile telephone number(s) as you requested.

## **Content Restrictions**

You agree that you will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or any other activity that could diminish or harm the reputation of Century Federal or any of its service providers involved in providing the Service.

## **Third Party Networks**

You understand and agree that alerts content will be transmitted over various third party networks and systems and that Century Federal and its service providers involved in providing the Service will not be responsible for the security of such information or data.

## **Modifications to Service**

Century Federal reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that the Century Federal shall not be liable to you or to any third party for any interruption, restriction, modification, suspension or discontinuation of the Service.

## **Changes to these Terms and Conditions or the Service**

Century Federal may change or modify these Terms and Conditions, including Service features, from time to time by sending you notice of such change. If you use the Service after the effective date stated in the Notice, you agree to such change and its applicability to you. Any new features or services that augment or enhance the Service in the future will be considered part of the Service and subject to these Terms and Conditions.

WILL TAKE REASONABLE PRECUATIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS.

**Alerts Do Not Amend Existing Terms and Conditions for Cards**

THE CONSUMER-SELECTED ALERTS THAT ARE SENT TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, YOUR CARDHOLDER AGREEMENT, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

**No Warranties**

CENTURY FEDERAL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. THE SERVICE AND ANY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS. THE CENTURY FEDERAL DOES NOT GUARANTEE THE DELIVERY OF CONSUMER-SELECTED ALERTS AND ARE NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD PARTY AS A RESULT OF AN ALERT.

**Limitation of Liability**

IN NO EVENT SHALL CENTURY FEDERAL, ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AND ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OF ANY CLAIM BY ANY THIRD PARTY. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH CENTURY FEDERAL CREDIT UNION