

## **MyCardRules™**

### **Terms and Conditions**

**This is a legal agreement between Cardholder and/or App User (“You”) and California Coast Credit Union (“We”) that issued You the Payment Card that You register within this Service.** This agreement governs Your use of the MyCardRules service (the "Service"). This agreement, together with all updates, additional terms, privacy policy and all applicable California Coast Credit Union rules and policies, collectively constitute the "Agreement" between You and California Coast Credit Union with respect to the Service. By logging in and connecting to the Service, You are indicating that You agree to these terms. If You do not agree to these terms, do not log in, connect to, or use the Services.

#### *A. Permitted use of the Service*

We are allowing You to use this Service on devices that You own or control. We reserve all rights not expressly granted to You. You also understand that full use of this Service requires You to have an account with California Coast Credit Union and that personally identifiable information may be collected by California Coast Credit Union in conjunction with your transactions, consistent with federal law and California Coast Credit Union’s privacy policy.

#### *B. What you are required to do*

You must accept and abide by these terms as presented within this agreement. Changes, additions, or deletions are not acceptable. If such modifications are made, We may refuse to allow You access to the Service.

#### *C. What you may not do*

You are not allowed to use the Service on any device that You do not own or control, and You may not distribute or make the Service 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 Service. You may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Service, any updates, or any parts of updates. Any attempt to do so is a violation of the rights of California Coast Credit Union and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of this Agreement govern any upgrades provided California Coast Credit Union that replace

and/or supplement the original Service, unless such upgrade is accompanied by a separate Agreement, in which case the terms of that agreement will govern.

You may not transfer or assign any rights or obligations you have under this Agreement without California Coast Credit Union's prior written consent, which We may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors or other third parties.

#### *D. What we are allowed to do*

We may amend this Agreement at any time by posting a revised version on the California Coast Credit Union web site. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. We may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, We reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

By using the Service, You acknowledge and accept that We may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of updates, product support and other services to You (if any) related to the Service. We may use this information, as long as it is in a form that does not personally identify You, to improve our products or to provide services or technologies to You.

The Service may enable access to California Coast Credit Union and third party services and web sites, including GPS locator websites, such as Google, that allow You to find a branch. Use of the Service may require Internet access and Your acceptance of additional terms of those services.

To the extent the Service allows You to access third party services, We, and our licensors, reserve the right to change, suspend, remove, or disable access to any third party services at any time without notice. In no event will California Coast Credit Union be liable for the removal of or disabling of access to any such third party services. We may also impose limits on the use of or access to portions of the Service, in any case and without notice or liability. We are not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of California Coast Credit Union.

If We have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, We may: terminate, suspend or limit Your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as We deem appropriate; refuse to provide the Service to You in the future; and/or take legal action against You. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to California Coast Credit Union under this Agreement, by law or otherwise.

#### *D. Limitation of California Coast Credit Union's liability*

You expressly acknowledge and agree that use of the Service is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. To the maximum extent permitted by applicable law, the Service and any third party services provided with the Service 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 Service, either express, implied or statutory, including, but not limited to, 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.

To the extent not prohibited by law, in no event shall We be liable for personal injury, or any 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 Service, however caused, regardless of the theory of liability (contract, tort or otherwise), even where We have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to You. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You agree to indemnify and hold harmless California Coast Credit Union, its employees, affiliates, licensors, and contractors, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of Your breach of this Agreement and/or Your use of the Service.

### *E. Miscellaneous*

The laws of California, where We are headquartered, excluding its conflicts of law rules, govern this Agreement and Your use of the Service.

We shall not be deemed to have waived any rights or remedies under this Agreement unless such waiver is in writing and signed by an authorized representative, nor shall a waiver on any one occasion be construed as a waiver of any rights or remedies on future occasions. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

This Agreement is the complete and exclusive statement of the agreement between You and California Coast Credit Union with respect to the Services. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by a California Coast Credit Union employee or contractor, the terms of this Agreement will prevail.