

# Card Controls Terms and Conditions



PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN THE MECHANICS BANK CARD CONTROL SERVICE (THE "SERVICE"). YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

## The Service

The Service is offered by Mechanics Bank (MB). The Card Control Service is designed to allow you to temporarily disable your debit card in the event it is misplaced, lost, or stolen. The Service may also be used to send transaction alerts via SMS notifications.

The Service does not allow for the cancellation of authorized or pre-authorized debit card transactions. It is not intended as a method for stopping payment on authorized or pre-authorized transactions. In accordance with Visa® Operating Rules, all transactions, for which there is a prior authorization, will be paid by MB. 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.

## Fees

MB does not charge for use of the Service. However, in order for Transaction 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 carrier network, (ii) have enrolled in a data plan that includes use of your mobile handset'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.

## 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 on 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.

## Eligibility

The Service is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); and (ii) own a MB Visa debit card 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. The user must qualify for online banking and/or mobile services in order to use the Service. The user must adhere to the terms and conditions outlined in separate agreements for online banking, mobile banking, debit cards, and for consumers, the Electronic Funds Transfer Disclosure section of the MB Personal Account Agreement.

## No Amendment of Existing Terms and Conditions for 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, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT OR CARDMEMBER AGREEMENT.

## Limitations

1. **No Warranties.** Equipment, Computer, and Software. MB, 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 EQUIPMENT. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE SERVICE AND ANY EQUIPMENT ARE AT YOUR SOLE RISK. THE SERVICE AND ANY EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN AS IS AND AN AS AVAILABLE BASIS.
2. **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 AGREEMENT, INCLUDING BUT NOT LIMITED TO 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 AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL. IN ADDITION, NOTWITHSTANDING ANYTHING CONTRARY HEREIN, ALTHOUGH MB WILL TAKE COMMERCIALY REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION, 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 THIS AGREEMENT, AND RELEASED PARTIES SPECIFICALLY DISCLAIM ALL LIABILITY WHATSOEVER WITH RESPECT TO ANY FAILURE TO PROTECT THE SERVICE OR PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED.
3. **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 Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth herein.
4. **Exclusions and Limitations.** 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.
5. **Dispute Resolution.** Any claim shall be handled in accordance with the dispute resolution provisions of the agreement governing your card account.

## Availability of Service

While we will make every effort to decline transactions while your card is in a deactivated state, we cannot guarantee that all such transactions will be declined due to circumstances beyond our control. You acknowledge that the deactivation function is reliant on computer and/or telecommunication systems. 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 attempt to notify you of these times. Transactions are covered by the protections offered by Visa and, for consumers, as described in the Electronic Funds Transfer Disclosure section of the MB Personal Account Agreement.

You are responsible for monitoring your account activity, whether electronically or by checking your statements. Use of the Service does not override the user's responsibility to report unauthorized transactions in a timely manner as described in the Electronic Funds Transfer Disclosure. MB assumes no responsibility for failure of the Service to work in the expected manner, aside from the responsibilities put forth in said agreement.

## Enforceability

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

### **Amendment**

We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend the existing terms and conditions. You will generally be provided advance notice of any change. If the change is favorable for you, we may make the change at any time without prior notification. If you do not agree with the change, you may discontinue using the Service. If you continue using the Service, your continued use will be acceptance of the agreement changes.

### **Termination**

We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time through the card control application or by giving notice to us. 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 Agreement may be terminated if you breach any term of the Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement with us.

### **Contact Us**

If you have any questions about the Service, please go to [www.mechanicsbank.com/contact-us](http://www.mechanicsbank.com/contact-us) to send us a secure email or call Customer Care at **800.797.6324**, Mon-Fri 8:00 am – 6:00 pm and Sat. 9:00 am – 5:00 pm, excluding Bank holidays.