



Card Manager by SELCO Terms and Conditions

1. INTRODUCTION

1.1 It is important that you read these Terms and Conditions carefully. Together with your SELCO Credit Card Agreement and Disclosure, Visa Credit Card Agreement, Visa Debit Card Agreement, SELCO ATM Card Agreement and Disclosure, Membership and Account Agreement, Schedule of Service Charges and Fees and our Privacy Policy (a copy of which is available from our website at www.selco.org/documents/privacypolicy.pdf) they govern our relationship with you in relation to your use of the Card Manager by SELCO Service. If you have any questions about the contents of the documents or do not wish to accept them, please contact us before continuing at 800-445-4483.

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

2. WHO CAN USE THE CARD MANAGER BY SELCO SERVICE

2.1 To be eligible to register for the Card Manager by SELCO Service you must be over 18 years old and a resident of the United States. In addition, you must have the following:

2.1.1 A SELCO Visa debit or credit card;

2.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator in the United States;

2.1.3 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;

2.1.4 A postal address within the U.S.

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

2.3 The Card Manager by SELCO Service can be used abroad in countries with compatible mobile networks, though charges may be higher.

2.4 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).

3. REGISTRATION

3.1 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 us at 800-445-4483.

3.2 When you submit your registration, you are requesting to subscribe to the Card Manager by SELCO Service. 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.

3.3 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 verified, your card will be activated for the Card Manager by SELCO Service.

3.4 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 the Card Manager by SELCO Service. You agree to keep this passcode safe and not to write it down or disclose it to anyone.

3.5 Please refer to your SELCO Membership and Account Agreement, and SELCO Visa Credit Card Agreement if applicable, for information on your liability for unauthorized activity to your account.

4. THE CARD MANAGER BY SELCO SERVICE

4.1 The Card Manager by SELCO Service gives you access to account information. Please note that we may add new services from time to time.

4.2 The complete range of services offered as part of our Card Manager by SELCO Service may include:

4.2.1 Balance inquiries;

4.2.2 Mini statements (transaction history);

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

4.3 The Card Manager by SELCO Service 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 outside of mobile coverage areas.

4.4 Further you acknowledge that we may withdraw all or part of the Card Manager by SELCO Service without notice.

5. AUTHORITY

5.1 You authorize SELCO and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure set out below. You acknowledge and agree that your authority may be on an account that could otherwise only be operated by two or more persons.

5.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

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.

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 the Card Manager by SELCO Service. 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 the Card Manager by SELCO Service.

6.6 You acknowledge that you are responsible for all transactions authenticated using the Card Manager by SELCO Service on your mobile phone.

7. CHARGES

7.1 SELCO does not charge a fee for use of the App.

7.2 You are responsible for any taxes and fees related to the Card Manager by SELCO 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 Card Manager by SELCO Service. All charges include any applicable sales taxes.

7.3 In the future, we may add to or enhance the features of the Card Manager by SELCO Service. By using such added features or enhancements, you agree to pay any related charges as indicated on the applicable SELCO Rate and Fee Schedule.

8. ADDING EXTRA CARDS

8.1 You may add another card and additional features to the service from within the software application anytime by following the simple steps in the application. We will automatically verify each new card request before activating the card for the Card Manager by SELCO Service.

9. LIABILITY

9.1 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.

9.2 If your mobile phone is lost or stolen, you must tell us (by contacting SELCO at 800-445-4483) 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 the Card Manager by SELCO Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

9.3 We are not liable for any error by you in entering any details when you use the Card Manager by SELCO Service (e.g. if you key in the wrong mobile number).

9.4 If we believe that you or someone else is using or has obtained, or may use or obtain the Card Manager by SELCO Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the Card Manager by SELCO Service without notice.

9.5 We will not be liable to you if the Card Manager by SELCO 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.

9.6 The Card Manager by SELCO 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.

9.7 SELCO, 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 SELCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SELCO, 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.

9.8 IN NO EVENT WILL SELCO BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE CARD MANAGER BY SELCO 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

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 the Card Manager by SELCO Service.

11. OTHER IMPORTANT INFORMATION

11.1 We have the right to change these Terms and Conditions at any time and you will be notified in writing by us with regards to the changes if required by law. You agree that SELCO may provide disclosures and notices to you by (1) posting it on a website associated with SELCO or the App or the Services; (2) by sending you an in-product message within the Service or through the App; (3) emailing it to an email address that you have provided previously; (4) mailing it to any postal address that you have provided; or (5) by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Services setup or profile. You may terminate your consent to receive required disclosures through electronic communications by contacting SELCO in writing.

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 the Card Manager by SELCO Service 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. Paper copies are available to you by mailing your request in writing addressed to SELCO, PO Box 7487, Springfield, OR 97475-0487; or contacting SELCO at 800-445-4483.

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 Oregon. You agree that any claim or dispute you may have against us (other than those which are arbitrated in compliance with this Agreement) must be resolved by a court located in Lane County, Oregon. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.

11.7 If you have any complaints about the Card Manager by SELCO Service please write to us at SELCO, PO Box 7487, Springfield, OR 97475-0487; or call us at 800-445-4483.

11.8 In the event of a dispute regarding the App or the Services, you agree that it will be resolved by looking to this Agreement. Should either party bring legal action to enforce this Agreement, the prevailing party shall be entitled to the reasonable costs and fees incurred as a result of such action, including the costs and fees of related, subsequent appellate, bankruptcy, or collection actions.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWED.

11.9 You shall indemnify and hold harmless SELCO and its affiliates and their licensors, contractors, and business partners and their affiliates and the employees and contractors of each of these, 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 or your use of the App or the Services. You hereby release SELCO and its affiliates and their licensors, contractors, and business partners, and their affiliates, and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the App.

11.10 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.