

6. "frame" or "mirror" any part of the *SecureCode* Website or service without MasterCard's prior written authorization;
7. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "datamine," or in any way reproduce or circumvent the navigational structure or presentation of the *SecureCode* Website or service or its contents;
8. otherwise interfere with, or disrupt, *SecureCode* or servers or networks connected to *SecureCode*, or violate this TOS or any requirements, procedures, policies or regulations of *SecureCode* or of any networks connected to *SecureCode*; or
9. intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by MasterCard (all of which shall constitute "Applicable Law") in connection with your use of *SecureCode*.

6. Liability

- a. You agree that Woburn Municipal Federal Credit Union shall not be liable to you or to any third party for any modification, suspension or discontinuance of *SecureCode*.
- b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other

damages, such as any damage to your computer or telephone service resulting from your use of *SecureCode*.

7. Dealings with Merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through *SecureCode* including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, Woburn Municipal Federal Credit Union shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of *SecureCode* does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in *SecureCode*. For example, *SecureCode* does not verify the identity of the merchant or the quality of the merchant's goods or services.

8. Disclaimer Warranties

- a. You expressly understand and agree that any software obtained through the use of *SecureCode* is downloaded and used at your own discretion and risk and that except as otherwise provided in the TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through *SecureCode*.
- b. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, WOBURN MUNICIPAL FEDERAL CREDIT UNION

MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT *SECURECODE* OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. Age and Responsibility

You represent that you are of sufficient legal age to use *SecureCode* and to create binding legal obligations for any liability you may incur as a result of the use of *SecureCode*. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of *SecureCode* by you and those authorized by you to use your Registration Data, your password or other verification information.

MasterCard®

SecureCode™

TERMS OF SERVICE



Woburn Municipal Federal Credit Union
 8 Cedar Street
 Woburn, MA 01801
 Ph (781) 933-2600
 Fax (781) 933-3621
www.woburnmunicipalfcu.org



MasterCard® SecureCode™ TERMS OF SERVICE

Welcome and thank you for choosing to use the *SecureCode* service (“*SecureCode*”) from WMFCU. Please read this Terms of Service Agreement carefully before using *SecureCode*. In this Agreement, “we,” “us,” or “our” refers to WMFCU, and “you,” “your,” or “yours” refers to the user of *SecureCode*.

This Terms of Service Agreement supplements and is incorporated in our cardholder agreement(s) with you. In addition to this Terms of Service Agreement, *SecureCode* is also subject to the Cardholder Agreement governing the card transactions for which *SecureCode* is used.

1. Acceptance of Terms

- a. *SecureCode* provides its service to you, subject to the following Terms of Service (“TOS”) and our Cardholder Agreement with you governing the card transactions for which *SecureCode* is used. The TOS may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at woburnmunicipalfcu.org.
- b. You agree that creation of a *SecureCode* account password, and/or use of *SecureCode*, will represent your acceptance of this TOS and that continued use of *SecureCode* after you have been advised of revisions to the TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change *SecureCode* shall be subject to this TOS.

- d. Woburn Municipal Federal Credit Union reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, *SecureCode* (or any part thereof) with or without notice.
- e. Upon our request, you agree to sign a non-electronic version of this TOS.

2. Description of *SecureCode*

Increasing security in online and other transactions for which *SecureCode* is used by reducing the chances of fraud for those transactions. Registering for *SecureCode* involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which *SecureCode* is used. *SecureCode* also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data and other personal information is not shared with the merchant, as discussed in more detail in Section 3 below.

3. Privacy Policy

- a. *SecureCode* stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which *SecureCode* is used.
- b. You acknowledge and agree that *SecureCode* may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a)(ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.

- c. Registration Data and all personally identifying information about you is subject to our Privacy Policy.
- d. Registration Data and all personally identifying information about you is subject to our Privacy Policy. For more information, please see our full Privacy Policy at: woburnmunicipalfcu.org.

4. Cardholder Registration, Password and Security

- a. You agree to (i) provide true, accurate, current and complete information about yourself as prompted by *SecureCode*'s registration form (“Registration Data”), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of *SecureCode*. You can contact WMFCU at (781) 933-2600. You may also mail your request to Woburn Municipal FCU, 8 Cedar Street, Woburn, MA 01801.
- b. You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with *SecureCode*, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with *SecureCode*. You agree not to transfer or sell your use of, or access to, *SecureCode* to any third party. You

agree to immediately notify us by contacting us as we require in our cardholder agreement with you for a lost or stolen card or any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, WMFCU shall not be liable for any loss or damage arising from your failure to comply with this TOS.

5. Your Conduct

- a. You agree not to:
 1. impersonate any person or entity using *SecureCode*;
 2. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality or any computer software or hardware or telecommunications equipment used by *SecureCode*;
 3. spam or flood the *SecureCode* Website or service;
 4. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the *SecureCode* Website or service or the software used in connection with *SecureCode*;
 5. remove any copyright, trademark, or other proprietary rights notices contained in *SecureCode*;