

Terms of Use

Customer will be solely responsible for any legal liability arising out of or relating to the Customer SMS Content related to its use of the Midwest Regional Bank Messaging Services. If Midwest Regional Bank is notified or otherwise becomes aware that Customer SMS Content violates the requirements of this Subsection (c), Midwest Regional Bank shall immediately notify Customer of such notification or awareness and Midwest Regional Bank may (but shall not be required to) investigate the allegation and determine whether to remove or to request that Customer remove such Customer SMS Content from the Midwest Regional Bank Messaging Services. In the event that advance notice to Customer of such request for removal is reasonably practical, and if Customer refuses such request, Midwest Regional Bank may (but shall not be required to), upon written notice to Customer block Customer SMS Content and/or either suspend or terminate the SMS Messaging Services. Midwest Regional Bank shall not be liable for any damages incurred by Customer because of any such removal, suspension or termination.

Customer agrees that it and its Third Party Content Providers will not permit the Midwest Regional Bank Messaging Services to be used to transmit or disseminate any:

(A) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer or its End Users do not otherwise have a legal right to send such material;

(B) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;

(C) material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Midwest Regional Bank or any third-party service provider involved in the provision of the SMS Messaging Services;

(D) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;

(E) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

(F) material or information that is false, misleading, or inaccurate;

(G) material that would expose Midwest Regional Bank, any third party service provider involved in providing the Midwest Regional Bank Messaging Services, or any other third party to liability;

(H) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Midwest Regional Bank MASTERCARD Messaging Services or any third party; and/or

(l) any additional or supplementary content identified by a Network Operator or related service provider from time to time as being prohibited content.

(iv) Midwest Regional Bank may, upon notice to Customer, suspend provision of any or all of the SMS Messaging Services at any time in the event that:

(A) Midwest Regional Bank is obliged or advised to comply with an order, instruction, directive or request of a Governmental Body or Network Operator which requires it to do so, in the reasonable judgment of Midwest Regional Bank; or

(B) Midwest Regional Bank has good faith reason to believe that Customer is in breach of any of its obligations under this Subsection (c); or

(C) One or more of the Network Operators or other service provider upon which the provision of the Midwest Regional Bank Messaging Services hereunder is dependent suspends its provision of those services to Midwest Regional Bank.

Midwest Regional Bank shall have the right to terminate the Messaging Services upon ninety (90) days written notice (or such shorter period as may be imposed on Midwest Regional Bank by a Governmental Body or service provider) in the event that any of the following makes the provision of the MASTERCARD Messaging Services illegal, contrary to a law, regulation, or the Mobile Marketing Association Code of Conduct, or prohibitively difficult or expensive for Midwest Regional Bank: (1) any modification to the existing Network Operator contracts of Midwest Regional Bank or Midwest Regional Bank's provider of the MASTERCARD Messaging Services, (2) any modification to the Mobile Marketing Association Code of Conduct, or (3) any Change in Law. However, nothing shall prohibit Midwest Regional Bank from suspending the Messaging Services due to events under Subsection (c)(iv) above.

Notwithstanding anything in the Service Agreement to the contrary, Customer understands and agrees that MASTERCARD messages and content shall be transmitted over various third party networks and systems and that Midwest Regional Bank shall not be responsible for the confidentiality, privacy or data security of any information or data of Customer (including but not limited to any personal information), nor for any Payment Card Industry (PCI) compliance or other confidentiality, privacy or data security laws, rules, regulations, guidelines or obligations related to such information or data of Customer to the extent that such information or data is provided to a Network Operator or other service provider upon which the provision of the Messaging Services is dependent.

The Messaging Services are specific to US carriers only, and does not include international service.”

Alerts received as text messages on your mobile phone may incur a charge from your mobile service provider.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery of alerts or the accuracy of the contents of any alert and are not responsible for any actions taken or not taken by you or any third party as the result of an alert.