

Florida Credit Union (“FCU”) Website Terms and Conditions.

Revised: June 1, 2020

The FCU Internet site in the domain www.flcu.org (“Site”) is provided subject to the following terms and conditions (“Terms and Conditions”), which govern your use of the Site. Any use of the Site constitutes your agreement to all of them without limitation or qualification, including but not limited to Privacy Policy. The terms contained in this document are in addition to and governed by our Owner’s Guide to Services, Membership and Account Agreement, Fee Schedule, and all other relevant membership documents (together, the “Deposit Agreement”).

For the purpose of this document, “I”, “me”, “my”, and “mine” shall refer to the Site user. “You”, “your”, “FCU,” or “Credit Union” shall refer to Florida Credit Union. All references to time of day in these Terms and Conditions refer to Eastern Standard Time.

SITE USAGE

License Grant and Use Restrictions: Your Indemnification

The Site is intended to provide you easy access to information about FCU. We grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information on the Site for your personal, non-commercial use only. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell anything obtained from this Site.

You agree that you will not alter any Site information and will not use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorney’s fees) incurred by them or us because of any such use. Except where we are liable under the terms of this Agreement or another agreement governing the applicable account(s), you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney’s fees) arising from:

- a. A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- b. Any fraud, manipulation, or other breach of this Agreement or Online Banking.
- c. Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- d. The provision of Online Banking or use of Online Banking by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won’t settle any action or claims on our behalf without our prior written consent. You are providing this indemnification without regard to whether our claim for indemnification is due to the use of Online Banking by you or joint owners on your account.

Changes and Availability

FCU reserves the right to change these Terms and Conditions from time to time without advance notice to you unless required by law, however, so you agree to check the Terms and Conditions periodically to make sure you remain aware of any changes. Each time you visit the Site, you agree to check for changes to Terms and Conditions. No changes proposed by you or us will be effective unless and until they appear in these Terms and Conditions. If you do not want to be bound by any changes, you must not use the Site after their effective date. If you initiate any transfer of funds or bill payment through your Online Banking services after the effective date of a change, you indicate your agreement to the change.

FCU also reserves the right to terminate the Site or your license, make access unavailable, and change the Site content, with or without reason or notice at any time.

Copyright and Trademark Notices

Copyright ©2016 Florida Credit Union. All rights reserved.

Copyrights

You should assume everything on this site is copyrighted unless otherwise noted and may not be used except as provided in the FCU Online Banking Agreement and Disclosure or with the express written consent of Florida Credit Union. Florida Credit Union neither warrants or represents that your use of the material displayed on this Site will not infringe rights of third parties. Any product, service, program, or technology described on this Site may be the subject of other intellectual property rights (including but not limited to copyright, trademark, or patent rights) owned by Florida Credit Union. Any such right that is not expressly licensed herein is reserved by Florida Credit Union. Images of people or places displayed on this Site are either the property of, or used with permission by, Florida Credit Union. Use of these images by you or other third parties is prohibited unless expressly permitted in the Terms and Conditions or elsewhere on this Site. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes. Any product, service, program or technology described in any document published by Florida Credit Union on this Site may be the subject of other intellectual property rights owned by Florida Credit Union. Any such right that is not expressly licensed hereunder is reserved by Florida Credit Union.

Trademarks

The trademarks, logos, and service marks (collectively "Trademarks") displayed on this Site are registered and unregistered Trademarks of the Florida Credit Union and others. The Trademarks include, but are not limited to, the following: Florida Credit Union logo. Nothing contained on this Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Site without the written permission of Florida Credit Union. Misuse of any Trademarks, or any other content, displayed on this Site is prohibited.

Links to Other Sites

Links to other web sites found here are provided to assist you in locating information. Florida Credit Union has not reviewed all of the sites linked to the Florida Credit Union Site. The Florida Credit Union has no responsibility for content of the web sites found at these links, or beyond, and does not endorse or attest to the accuracy or propriety of any information, products or services located therein. Your

connection to any linked site is at your own risk. The Florida Credit Union makes no warranties, either express or implied, concerning the content of such site or any information, products or services located therein, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. The Florida Credit Union does not warrant that such sites, content, information, products or services are free from any claims of copyright, trademark or other infringement of the rights of third parties. The Florida Credit Union does not warrant that such sites, content, information, products or services are devoid of viruses or other contamination.

Some of the links from FCU's Site will take you to a third-party or co-branded site where you may see the FCU logo as well as the logo of another service provider. Any information you provide these third party and co-branded sites have separate privacy statements. Please be aware that FCU cannot be responsible for the privacy practices or content of other sites. FCU also has links from flcu.org to fully branded service provider sites. As you view information from a fully branded site you will see a change in URL but the pages appear to be FCU's and the service provider is not identified. All information collected on fully branded sites is used by FCU only and is not shared or used for any purpose other than processing your application and providing the requested service, but may be transferred as part of an acquisition or an insolvency proceeding.

Computer Virus Information

It is possible to contract a computer virus or other malicious code by using the Internet or materials downloaded from it. FCU cannot assure you that the Site and any software or other information downloaded from it will be virus or problem free and disclaims any liability (if any) for viruses and similar problems. We attempt to keep our Site virus free, but cannot assure you that our efforts will always be successful.

No Incidental or Consequential Damages

To the full extent allowed by applicable law, you agree that neither we nor any of our affiliates will be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, that arise out of or are related to the Site, or any use of it or information in it, even if we have been advised of the possibility of such damages. This exclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort, or products liability.

Information Accuracy—NO WARRANTIES

All information is either generated by us or is obtained from sources believed by us to be accurate and reliable as of the date posted on the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provides any representations or warranties regarding the Site or any information in it. The Site and all information is provided "AS IS" and with all faults, and we make no representations and disclaim all implied warranties of every kind, including warranties or any duties (if any) as to accuracy, timeliness, completeness, suitability, availability, merchantability and fitness for any particular

purpose, or lack of negligence or viruses. We do not provide any warranty against infringement or of quiet enjoyment, and make no express warranties.

Governing Law, Venue, Attorney's Fees

These Terms and Conditions will be governed by and construed under the laws of the State of Florida, U.S.A. Each party to these Terms and Conditions hereby submits to the exclusive jurisdiction of the courts within Alachua County, Florida, U.S.A., and waives any jurisdictional venue or inconvenient forum objections to such courts. If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions.

Waiver

Any failure by Florida Credit Union to enforce any of its rights under these Terms and Conditions or applicable laws shall not constitute a waiver of such right.

Severability

In the event that any paragraph of these Terms and Conditions or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of these Terms and Conditions shall not be invalid or unenforceable and will continue in full force and effect.

Foreign Export

United States and foreign export control laws regulate the export and re-export of technology originating in the United States and such foreign countries. You will abide by these laws and regulations as applicable and will not transfer, directly or indirectly, by electronic transmission or otherwise, any content or software from this site to or from any countries or foreign nationals in violation of such laws or regulations.

Submissions

Subject to applicable law, you agree as follows: (a) apart from your personal information (which is addressed in the Privacy Notice), any communication or material you send to this Site, electronically or otherwise, including but not limited to data, questions, comments, suggestions, or submissions is and will be treated as non-confidential and non-proprietary; (b) anything you send to this Site may be used by Florida Credit Union for any purpose including but not limited to reproduction, transmission, disclosure, publication, broadcast, and posting; (c) by submitting material to this Site you irrevocably transfer and assign to Florida Credit Union, and forever waive and agree never to assert, any copyrights, "moral" rights, or other rights that you may have in such material; (d) Florida Credit Union is free to use, without obligation of any kind, any ideas, concepts, techniques, or know-how contained in any communication you send to this Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services; (e) by using this Site, you may submit, or Florida Credit Union may gather, certain limited information about you and your usage of the site; and (f) subject to the terms of the Privacy Policy, Florida Credit Union is free to use such information for any purpose it deems appropriate.

Limitation on Damages and Exclusive Remedy

You agree that your recovery for any allowable damages will be limited to those that you incur in actual reliance and shall be limited, at our election, to: (1) a refund of any amount (if any) you paid for information from the Site or for any use that caused a problem or (2) correction or replacement of the information. Any failure or unconscionability of any remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages, and you expressly agree that those limitations and exclusions are independent of the performance of any or all agreed remedies.

All limitations will apply to all legal and equitable theories, including but not limited to contract, tort and products liability.

Privacy Policy

Please read Florida Credit Union's Privacy Policy.

Questions

If you have any questions or comments, please contact us at Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627-5549 or (800) 284-1144.

Commercial Accounts Only:

UNLAWFUL INTERNET GAMBLING NOTICE – Restricted transactions as defined in Federal Regulation GG are prohibited from being processed through any FCU commercial account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.