

fc Cards Mobile App
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10. Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using the service, and except as otherwise provided in this Service Agreement, you also agree to indemnify, defend, and hold licensor, provider, and credit union harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, and other information you provide, or use of the service by other signers, owners or users of your Accounts.

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14. Mobile E-mail. Messages, including but not limited to SMS messages and SMS content, sent over mobile devices cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. Licensor and Credit Union are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to Credit Union or any message sent by Credit Union to you through the Application.

15. Your Information. By submitting your personal information to us through this Application, you specifically confirm that you have read, understood and agreed to Licensor and Credit Union obtaining, processing, and disclosing personal and financial information relating to you solely for the purposes detailed in accordance with Credit Union's Privacy Policy and in this Agreement.

16. Miscellaneous. This Agreement constitutes the entire agreement between you and the Credit Union concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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