Mobile App Privacy Policy

FC Cards Mobile Application

Terms and Conditions

END USER TERMS ("Agreement")

1. General. Access to the Application via your mobile device is powered by the proprietary mobile technology solution owned by PSCU (the "Licensor"). This Agreement is between you and Floridacentral Credit Union and governs the terms of your use of this mobile debit card and credit card application (the "Application") brought to you by your credit union ("Credit Union") and you understand that by using this Application, you agree to be bound by them. Licensor is an intended third-party beneficiary of this Agreement. Although Licensor and Credit Union have taken all reasonable care to ensure that the information provided through the Application is accurate, Licensor and Credit Union give no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of such information.

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4. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Application (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of the Application. This is not a sale of the Application. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Application. This license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Application in your possession or control.

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6. Updates. The terms of this Agreement will govern any updates that replace and/or supplement the original Application, unless such update is accompanied by a separate license in which case the terms of that license will govern.

7. Consent to Use of Data. You agree that the Licensor and Credit Union may collect and use technical data and related information, including but not limited to technical information about your device, system, operating software and version, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other information (if any) related to the Application. Licensor and Credit Union may use this information to improve its products, provide the Application and technologies, Application support, billing and reporting purposes.

8. Disclaimer of Warranty. THE APPLICATION IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

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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.

11. Export Restrictions. You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Application for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

12. Local Legal Restrictions. This Application is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. The Application is not available to residents in any country where the use of such Application would be contrary to local law or regulation. It is your responsibility to inform yourself about and observe any relevant local restrictions.

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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.

PRIVACY POLICY

To learn what Floridacentral does with your personal information, please view our Privacy Notice or contact us by mail, phone, or email.