

FCU FAM[®] AGREEMENT AND DISCLOSURE

Definitions

- **Account(s)** – Means any Florida Credit Union account in which you are either the owner or joint owner.
- **Agreement** – The FCU FAM[®] Agreement and Disclosure, the terms of which govern the use of FCU FAM[®] App.
- **Child or Children** - Users of the FCU FAM[®] App who are under the age of 13
- **COPPA** - Children's Online Privacy Protection Act
- **Online Banking** – Access to your Florida Credit Union accounts via a secure connection between online banking and the FCU FAM[®] App, to perform inquiries and transactions.
- **Password** – A code known only to you.
- **FCU FAM[®] App or FCU FAM[®]** - Florida Credit Union online youth financial education application. This application may be accessed through Florida Credit Union's online banking platform either through Florida Credit Union's website or its mobile app.
- **We, Our, and Us** – means Florida Credit Union.
- **You, Your and Yours** - Means the owner or joint owner using the service.
- **Service** – means the FCU FAM[®] App, FCU FAM[®] website, and all services provided therein.
- **Site** – means the FCU FAM[®] App or the FCU FAM[®] website.

Acceptance of the Agreement

Florida Credit Union requires that all visitors to this Site review, abide by, and agree to be bound by all of the terms, conditions and policies as outlined in our FCU FAM[®] AGREEMENT AND DISCLOSURE, our COPPA PRIVACY POLICY, and our COPPA NOTICE: DIRECT NOTICE TO PARENTS AND LEGAL GUARDIANS DOCUMENT. By accessing this Site, you are acknowledging your acceptance of this Agreement.

Web Browser

You will need one of the following operating systems for optimal viewing:

- Android - version 7.0 or above
- iOS (Apple) – version 8.0 or higher
- You should make sure that all patches (security fixes) have been applied.

Children's Privacy

Florida Credit Union including FCU FAM[®] is committed to protecting the privacy of children who use our sites and applications. [Florida Credit Union's COPPA Privacy Policy](#) explains our information collection, disclosure, and parental consent practices with respect to information provided by children under the age of 13. That policy is in accordance with the U.S. Children's Online Privacy Protection Act ("COPPA"), and outlines our practices in the United States regarding children's personal information. For more information about COPPA and general tips about protecting children's online privacy, please visit the Federal Trade Commission's guidelines on Protecting Your Child's Privacy Online currently set forth at: <https://www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online>

Florida Credit Union COPPA Privacy Policy is intended to supplement the information appearing in our general Privacy Policy set forth at: https://fcu.org/FloridaCreditUnion/media/Documents/Florida_Credit_Union_Privacy_Policy.pdf.

Enrollment and Termination

The use of FCU FAM[®] requires enrollment by a parent or legal guardian. You can terminate your access to FCU FAM[®] within the FCU FAM[®] App. You will continue to be liable and obligated under this agreement after termination for any transactions or payments you authorized or instructed to be completed prior to termination.

Florida Credit Union may suspend or terminate FCU FAM[®] access at its sole discretion on any account at any time. Florida Credit Union may change the options or services within FCU FAM[®] at any time in its sole discretion without advance notice.

Disputes and Member Liability

Please refer to Florida Credit Union's Membership and Account Agreement and Electronic Funds Transfer Agreement and Disclosure, which is incorporated herein by this reference, for further information regarding disputes and member liability.

General Terms & Conditions

Please read the following terms and conditions carefully. They govern your access and use of the FCU FAM® App. By accessing or using this Service, you agree to be bound by these terms and conditions and accept them in full, as they may be modified by FLORIDA CREDIT UNION from time-to-time and posted on our website at <https://www.flcu.org>.

No Warranties. Although Florida Credit Union attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, FLORIDA CREDIT UNION ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

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Transmissions to and From This Service. Except where expressly indicated otherwise, transmissions to and from this Service or directed to Florida Credit Union, including emails, that are not sent in a secure form, can be intercepted by third parties, and may not be immediately received by the appropriate business unit at Florida Credit Union. Please do not use email to send us communications which contain confidential information and which we require to be in writing, or which need our immediate attention. Please call: 800-284-1144 or write us at this address:

Attention: Account Services
Florida Credit Union
PO Box 5549
Gainesville, FL 32627

Any transmission to this Service, including emails shall be deemed and remain the property of the Credit Union. Florida Credit Union shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a Service user to Florida Credit Union through this Service.

Modifications. Florida Credit Union may at any time in its sole discretion make modifications, changes, and alterations to the Contents of this Service, including this Agreement, without prior notice. You are responsible for regularly reviewing this Agreement. Your continued use of this Service following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing Law, Venue. This Agreement is governed by the bylaws of Florida Credit Union, federal laws and regulations, the laws and regulations of the State of Florida, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Alachua County, Florida. The parties agree that such legal action shall be filed and heard in Alachua County, Florida, if allowed by applicable law.

Severability. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

Waiver. No waiver by Florida Credit Union of any right under or term or provision of these Agreement and Disclosure will be deemed a waiver of any other right, term, or provision of these Agreement and Disclosure at that time or a waiver of that or any other right, term, or provision of these Agreement and Disclosure at any other time.

Enforcement. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

Service Contact. You may contact Florida Credit Union by email at AskFCU@fcu.org or by phone at +352-377-4141.