

## First Florida Credit Union Card Controls Terms and Conditions

### 1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions carefully. Together with our Privacy Policy (a copy of which is available from our website at [www.firstflorida.org/disclosures](http://www.firstflorida.org/disclosures), and the Frequently Asked Questions at [www.firstflorida.org/card-controls](http://www.firstflorida.org/card-controls), they govern our relationship with you in relation to your use of the First Florida Credit Union Card Controls Service. If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 800-766-4328 ext. 1 or 904-359-6800 ext. 1 before continuing.

1.2 You may have other rights granted by law, and these Terms and Conditions do not affect such rights.

### 2. OUR DETAILS

2.1 We are First Florida Credit Union. Our registered office is at 500 West 1<sup>st</sup> St. Jacksonville, FL 32202.

2.2 You can contact us by telephone at 800-766-4328 ext.1 or 904-359-6800 ext. 1.

### 3. WHO CAN USE THE First Florida Card Controls Service

3.1 To be eligible to register for the First Florida Card Controls Service you must be a member with the credit union.

3.1.1 A Visa Debit or credit card with us;

3.1.2 A compatible mobile phone or browser. The following minimum requirements must be met by your device: A smart phone with the ability to support a downloadable application (e.g. iPhone and Android); Be configured with the standard internet data connectivity settings for your network operator, in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Have free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.3 To receive SMS (Text) Alerts only from the First Florida Card Controls Service, the minimum device requirements are less. All you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.4 A valid postal address and email address;

3.2 You can only register a participating Visa Debit or credit card that you are lawfully entitled to use.

3.3 The First Florida Card Controls Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are the responsibility of the consumer unless otherwise disclosed by First Florida Credit Union. Please refer to the

Schedule of Fees provided to you by First Florida Credit Union with regards to fees.

3.4 You are responsible for ensuring that your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

#### 4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at 800-766-4328 or 904-359-6800.

4.2 When you submit your registration, you are requesting to subscribe to the First Florida Card Controls Service. We may reject your registration if you are not one of our members or otherwise fail to satisfy any of the criteria listed above. If we accept your registration, we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

4.3 When we receive your Visa Debit or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the First Florida Card Controls Service.

4.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the First Florida Card Controls Service. You must keep this passcode safe and not write it down or disclose it to anyone.

4.5 Please refer to Electronic Fund Transfers for information on your liability for unauthorized activity to your account.

#### 5. THE First Florida Card Controls Service

5.1 The First Florida Card Controls Service provided by First Florida Credit Union is a service that gives you access to account information. Please note that we may add new services from time to time.

5.2 The complete range of services offered as part of our First Florida Card Controls Service may include:

5.2.1 Balance inquiries;

5.2.2 Mini statements (transaction history);

5.2.3 Block and Unblock your card;

5.2.4 SMS (text), Push (application), and Email alerts;

5.2.5 Travel Notifications;

5.3 The First Florida Card Controls Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

5.4 Further you acknowledge that we may withdraw all or part of the First Florida Card Controls Service without notice.

## 6. AUTHORITY

6.1 You authorize First Florida Credit Union and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree that your authority may be on an account that could otherwise only be operated by two or more persons.

6.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

## 7. SECURITY PROCEDURE

7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.

7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

7.3 Please note that after initial registration, we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the First Florida Card Controls Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the First Florida Card Controls Service.

7.6 You acknowledge that you are responsible for all transactions carried out using the First Florida Card Controls Service on your mobile phone, which may include but not be limited to the payment of fees or other charges.

## 8. CHARGES

8.1 We may charge you for the First Florida Card Controls Service and you should refer to the cardholder regulations Fee Schedule for details. There may be other taxes and fees related to the First Florida Card Controls Service that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the First Florida Card Controls Service. All charges include any applicable sales taxes.

8.2 You agree to pay for the First Florida Card Controls Service in accordance with the charges outlined in the cardholder regulations and agree that current charges may be amended from time to time. You authorize us to debit automatically the card account you have selected for use with the Card Controls service for all charges in connection with your use of the First Florida Card Controls Service. In the future, we may add to or enhance the features of the First Florida Card Controls Service. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in the Fee Schedule.

## 9. ADDING EXTRA CARDS

9.1 You may add another card and additional features to the service from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card for the First Florida Card Controls Service.

## 10. LIABILITY

10.1 These Terms and Conditions do not exclude our liability (if any) to you for:

10.1.1 Personal injury or death resulting from our negligence;

10.1.2 Fraud;

10.1.3 Any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

10.2 We are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe as recommended by us.

10.3 If your mobile phone is lost or stolen, you must tell us (by contacting First Florida Credit Union at 800-766-4328 ext. 1 or 904-359-6800 ext. 1) as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the First

Florida Card Controls Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

10.4 We are not liable for any error by you in entering any details when you use the First Florida Card Controls Service (e.g. if you key in the wrong mobile number).

10.5 If we believe that you or someone else is using or has obtained, or may use or obtain the First Florida Card Controls Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the First Florida Card Controls Service without notice.

[NOTE: SECTIONS 10.8 THROUGH 10.9 OF THE TERMS AND CONDITIONS (HIGHLIGHTED BELOW) ARE NOT CUSTOMIZABLE. ANY REQUESTED CHANGES WILL REQUIRE VISA LEGAL APPROVAL AND MAY DELAY IMPLEMENTATION TIMELINES.]

10.6 We will not be liable to you if the First Florida Card Controls Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

10.7 The First Florida Card Controls application is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

10.8 First Florida Credit Union, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF First Florida Credit Union HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF First Florida Credit Union, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

10.9 IN NO EVENT WILL First Florida Credit Union BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE First Florida Card Controls SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

## 11. YOUR RIGHT TO CANCEL

11.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.

11.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

11.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the First Florida Card Controls Service.

## 12. OTHER IMPORTANT INFORMATION

12.1 We have the right to change these Terms and Conditions at any time and you will be notified in writing by us with regards to the changes.

12.2 If we believe that any price increase or change to the Terms and Conditions is likely to cause you material disadvantage we will let you know as soon as possible prior to any change.

12.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using the First Florida Card Controls Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.

12.4 We may not necessarily keep a copy of your order and these Terms and Conditions. Accordingly, we advise you to keep a record of your order and a copy of these Terms and Conditions for your information and reference.

12.5 The contract and all communications between us will be conducted in the English language.

12.6 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the laws of the State of Florida, whose courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions.

12.7 If you have any complaints about the Card Controls service please write to us at 500 West 1<sup>st</sup> St. Jacksonville, FL 32202 or telephone 800-766-4328 ext.1 or 904-359-6800 ext. 1.

12.8 You acknowledge that there may be third parties who have rights under these Terms and Conditions (including, without limitation, our suppliers, the software application developer and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms and Conditions even though they are not a party to them.