



PEFCU Cards Application Terms and Conditions

1. Terms and Conditions

- 1.1. This Agreement sets forth terms and conditions for the registration and use of the PEFCU Cards APP ("Service") offered by Publix Employees Federal Credit Union ("PEFCU", "we", "our", "us") for the member ("you", "your", or "user"). It is important that you read these Terms and Conditions carefully.
- 1.2. By clicking "Accept" when you register for and upon using the PEFCU Cards APP, you agree to all of the terms and conditions contained in this Agreement. We may offer additional PEFCU Cards APP services and features in the future. Any such added PEFCU Cards APP services and features will also be governed by this Agreement and by any terms and conditions provided to you at the time the new PEFCU Cards APP service or feature is added and/or at the time of enrollment for the service or feature, if applicable. From time to time, we may amend these terms and modify or cancel the PEFCU Cards APP services we offer without notice, except as may be required by Law.

2. Description of Service

- 2.1. The PEFCU Cards APP service provides transactional alert capability for eligible PEFCU issued Visa Credit Card or Visa Debit Card (each, a "Payment Card") via your Android or iPhone mobile phone ("Device"), as well as additional alert delivery options of SMS/text, push notifications, e-mail, and a website that is used to enroll in the service, manage mobile account settings, and manage alert settings.

3. Eligibility

- 3.1. To be eligible to register and use the Service you must be a current PEFCU member in good standing, a resident of the United States, and you must have the following:
 - A valid PEFCU issued Visa Credit Card or Visa Debit Card that you are lawfully entitled to use.
 - A compatible smart mobile phone (iPhone or Android) with standard internet connectivity and the ability to support downloadable applications. Smart phones which have been unlocked in an unauthorized fashion ("jail-broken" or "rooted") or otherwise modified are not eligible to use the PEFCU Cards App service.

4. Registration

- 4.1. Upon entering your registration details for the PEFCU Cards App service, you will be asked to confirm that your information is correct. 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 during business hours at 1-800-226-6673 ext. 6602. For afterhours support, please call 1-844-847-2311.
- 4.2. When you submit your registration, you are requesting to subscribe to the PEFCU Cards App service. We may reject your registration if you are not one of our customers or otherwise fail to satisfy any of the eligibility requirements. Use of the PEFCU Cards App software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the PEFCU Cards App software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.
- 4.3. 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 PEFCU Cards App service. You must keep this passcode safe and not write it down or disclose it to anyone.

5. Your Right to Cancel

- 5.1. If you wish to discontinue the PEFCU Cards App service, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.
- 5.2. It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.
- 5.3. You agree that we will not be liable to you or any third party for any modification or discontinuance of the PEFCU Cards App service.
- 5.4. If you have any complaints about the PEFCU Cards App service, please contact the PEFCU Card Services Department.

6. Your Responsibilities

- 6.1. You are solely responsible for maintaining the confidentiality of your PEFCU Cards App passcode, Device passwords and any other means that you may use to securely access the Service on your Device.

- 6.2. If your mobile phone is lost or stolen, you agree to tell us by contacting PEFCU (Card Services Dept.-1-800-226-6673 ext. 6602) as soon as is reasonably practicable, and in any case within 24 hours of when you learn of the loss or theft. The 24 hour notification does not override or change your reporting obligations and unauthorized usage liability under the Fair Credit Billing Act or Regulation E.
- 6.3. It is your responsibility to advise your mobile phone carrier 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 PEFCU Cards App service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.
- 6.4. You accept responsibility for properly configuring, securing, and using your Device when accessing the PEFCU Cards App Service. You are responsible for ensuring your Device(s) stay(s) protected from and free of malware (viruses, worms, Trojan horses, etc.), and for periodically updating your Device(s) with any related security patches/updates. PEFCU will not be liable for any losses caused by the improper use of the PEFCU Cards App Service or your Device.
- 6.5. You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the PEFCU Cards App Service. You represent and agree that all information you provide to us in connection with the PEFCU Cards App Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the PEFCU Cards App Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device you will use to access the PEFCU Cards App Service.

7. Service Charges / Fees

- We do not charge any fees for using the PEFCU Cards App. Please review your PEFCU account agreement for any applicable fees, interests, or other charges associated with your Payment Card. Please also refer to our Schedule of Fees and Charges posted in the Applications & Disclosures section on our website, www.pefcu.com.
- You are solely responsible for any fees or other charges that your wireless carrier or other third parties may impose, including, without limitation, any SMS (text) or data transmission charges, you may incur by using the Service.
- We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you at least 30 days in advance of the date such charges will take effect.

8. Liability

- We will not be liable to you if the PEFCU Cards App 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.
- THE PEFCU CARDS APP APPLICATION IS PROVIDED "AS IS" WITH NO REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AS TO ITS FUNCTIONALITY. WE CANNOT AND DO NOT GUARANTEE THAT THE APPLICATION WILL BE COMPATIBLE WITH OR FUNCTIONAL UPON EVERY TYPE OF MOBILE PHONE OR DEVICE.
- PEFCU, 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 PEFCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PEFCU, 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.
- IN NO EVENT WILL PUBLIX EMPLOYEES FEDERAL CREDIT UNION BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE PEFCU CARDS APP 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.