



Terms, Conditions & Rules

- 1) **Introduction.** Welcome to the official web site for Harvesters Federal Credit Union (HFCU). HFCU maintains this web site. Please feel free to browse, download from, talk back to, and otherwise use the site. At the same time, please remember that your access to this site is subject to the following rules (the "Rules") as well as all applicable laws and regulations. By accessing and using this site, you accept the Rules without limitation or qualification, and, subject to applicable law, acknowledge that any other agreements you may have with HFCU are superseded by the Rules to the extent that conflict exists.
- 2) **Rule Revisions.** HFCU may at any time revise these Rules in HFCU's sole discretion by updating this posting without separate notice to you. You are bound by such revisions and should therefore visit this page to review the current Rules from time to time.
- 3) **Web Content & Material.** HFCU reserves the right, without notice and for any reason, to remove any content on this site. Any dated information is published as of its date only, and HFCU does not undertake any obligation or responsibility to update or amend any such information.
- 4) **No Solicitation.** By offering information, products or services via the World Wide Web, no solicitation is made by HFCU to any person to use such information, products or services in jurisdictions where the provision of such information, products or services is prohibited by law.
- 5) **Links to Other Sites.** Links to other web sites found here are provided to assist you in locating information. HFCU has not reviewed all of the sites linked to HFCU site. HFCU has no responsibility for content of the web sites found at these links, or beyond, and does not endorse or attest to the accuracy or propriety of any information, products or services located therein. Your connection to any linked site is at your own risk. HFCU makes no warranties, either express or implied, concerning the content of such site or any information, products or services located therein, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. HFCU does not warrant that such sites, content, information, products or services are free from any claims of copyright, trademark or other infringement of the rights of third parties. HFCU does not warrant that such sites, content, information, products or services are devoid of viruses or other contamination.
- 6) **Downloading.** You may download material displayed on this site for personal, non-commercial use only. You must retain all copyright and other proprietary notices on downloaded and/or copied material. Any copy of material from this site you make and distribute for any purpose must also include these Rules. You may not distribute, modify, transmit, use, or re-use any of the contents of this site for any public or commercial purpose without the written consent of HFCU.

- 7) **Copyrights.** You should assume everything on this site is copyrighted unless otherwise noted and may not be used except as provided in the Rules or with the express written consent of HFCU. HFCU neither warrants nor represents that your use of the material displayed on this site will not infringe rights of third parties. Any product, service, program, or technology described on this site may be the subject of other intellectual property rights (including but not limited to copyright, trademark, or patent rights) owned by HFCU. Any such right that is not expressly licensed herein is reserved by HFCU. Images of people or places displayed on this site are either the property of, or used with permission by, HFCU. Use of these images by you or other third parties is prohibited unless expressly permitted in the Rules or elsewhere on this site. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes. Any product, service, program or technology described in any document published by HFCU on this site may be the subject of other intellectual property rights owned by HFCU on this site may be the subject of other intellectual property rights owned by HFCU. Any such right that is not expressly licensed hereunder is reserved by HFCU
- 8) **Trademarks.** The trademarks, logos, and servicemarks (collectively “Trademarks”) displayed on this site are registered and unregistered Trademarks of HFCU and others. The Trademarks include, but are not limited to, the following: [Harvesters Federal Credit Union Logo]. Nothing contained on this site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this site without the written permission of HFCU. Misuse of any Trademarks, or any other content, displayed on this site is prohibited.
- 9) **Warranty.** EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE INFORMATION, PRODUCTS, SERVICES AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. CREDIT UNION DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE INFORMATION, PRODUCTS, SERVICES AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION, PRODUCTS, SERVICES AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION, PRODUCTS, SERVICES AND MATERIALS.
- 10) **Limitation of Liability.** SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL HFCU BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING (a) IN CONNECTION WITH THIS SITE OR ITS USE THEREOF, (b) FROM THE INABILITY TO USE THE SITE BY ANY PARTY, (c) DUE TO INCOMPATIBILITY BETWEEN THIS WEB SITE AND FILES AND/OR YOUR BROWSER OR OTHER WEB SITE ACCESSING PROGRAM OR (d) IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, INACCURACY OF INFORMATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF CREDIT UNION, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. HFCU SHALL NOT BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND THE HFCU’S REASONABLE CONTROL.

- 11) **Submissions.** Subject to applicable law, (a) apart from your personal information (which is addressed in the Privacy Policy), any communication or material you send to this site, electronically or otherwise, including but not limited to data, questions, comments, suggestions, or submissions is and will be treated as non-confidential and non-proprietary; (b) anything you send to this site may be used by HFCU for any purpose including but not limited to reproduction, transmission, disclosure, publication, broadcast, and posting; (c) by submitting material to this site you irrevocably transfer and assign to HFCU, and forever waive and agree never to assert, any copyrights, “moral” rights, or other rights that you may have in such material; (d) HFCU is free to use, without obligation of any kind, any ideas, concepts, techniques, or know-how contained in any communication you send to this site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services; (e) by using this site, you may submit, or HFCU may gather, certain limited information about you and your usage of the site; and (f) subject to the terms of the Privacy Policy, HFCU is free to use such information for any purpose it deems appropriate.
- 12) **Governing Law.** These Rules will be governed by and construed under the laws of the State of Florida, U.S.A. Each party to these Rules hereby submits to the exclusive jurisdiction of the courts within the State of Florida, U.S.A., and waives any jurisdictional venue or inconvenient forum objections to such courts.
- 13) **Waiver.** Any failure by HFCU to enforce any of its rights under the Rules or applicable laws shall not constitute a waiver of such right.
- 14) **Severability.** In the event that any paragraph of these Rules or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of these Rules shall not be invalid or unenforceable and will continue in full force and effect.
- 15) **Foreign Export.** United States and foreign export control laws regulate the export and re-export of technology originating in the United States and such foreign countries. You will abide by these laws and regulations as applicable and will not transfer, directly or indirectly, by electronic transmission or otherwise, any content or software from this site to or from any countries or foreign nationals in violation of such laws or regulations.
- 16) **Privacy Policy.** Please read HFCU’s Privacy Policy.
- 17) **E-mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that HFCU shall have no liability to you whatsoever for any loss, claim or damages arising or in any way related to HFCU’s response(s) to any e-mail or other electronic communication which HFCU in good faith believes you have submitted to HFCU. HFCU has no duty to investigate the validity of or to verify any e-mail or other electronic communication. HFCU may respond to an e-mail communication provided by you to either the address provided with the communication or any other e-mail address (es) provided to HFCU by you. Any e-mail returned to HFCU as undelivered may be re-sent to you at any other e-mail address that HFCU has in you file. Although HFCU has no obligation to do so, HFCU reserves the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of HFCU. HFCU will have no obligation, liability or responsibility to you or any other person or company if HFCU does not act upon or follow any instruction to HFCU if a communication cannot be authenticated to HFCU’s satisfaction.
- 18) **Questions.** If you have any questions or comments, please contact us at Harvesters Federal Credit Union, P.O Box 5, Cantonment Fl. 32533. Phone: 1.850.857.4329 (HFCU) or 1.800.859.2077