

## **WEBSITE TERMS OF USE POLICY**

### **Purpose**

The purpose of this Website Terms of Use Policy is to establish the conditions governing access to and use of the Baptist Health South Florida Federal Credit Union website, online banking services, mobile banking services, and other electronic channels. This policy is intended to protect the Credit Union, its members, and users by establishing expectations regarding acceptable use, security, intellectual property, and legal responsibilities.

### **Scope**

This policy applies to all visitors, members, prospective members, employees, contractors, and other individuals who access or use the Credit Union's website, online banking platform, mobile banking application, and any related electronic services (collectively referred to as the "Website").

### **Acceptance of Terms**

By accessing or using the Website, users acknowledge and agree to comply with these Terms of Use and all applicable laws and regulations. If a user does not agree with these terms, the user should discontinue use of the Website.

### **Permitted Use**

The Website is provided for lawful personal, informational, and financial purposes. Users may access and use the Website to:

- Obtain information regarding the Credit Union's products and services.
- Access online banking and other electronic services.
- Conduct authorized financial transactions.
- Communicate with the Credit Union.
- Utilize tools and resources made available through the Website.

Users agree to use the Website only for legitimate and authorized purposes.

### **Prohibited Activities**

Users shall not:

- Use the Website in violation of any federal, state, or local law or regulation.
- Attempt to gain unauthorized access to systems, networks, accounts, or information.
- Interfere with or disrupt the operation of the Website.
- Introduce malware, viruses, ransomware, or other malicious code.
- Use automated tools, bots, or scripts to access or collect information from the Website without authorization.
- Attempt to circumvent security controls or authentication mechanisms.
- Use the Website for fraudulent, deceptive, or unlawful activities.
- Misrepresent their identity or authority when communicating through the Website.
- Use the Website in any manner that could damage, disable, overburden, or impair the Website or related services.

BHSFFCU reserves the right to restrict or terminate access to any user who violates these requirements.

### **Account Security**

Users are responsible for maintaining the confidentiality of account credentials, passwords, authentication devices, and other security information associated with online services.

Users agree to:

- Protect login credentials from unauthorized disclosure.
- Use strong passwords and security measures when accessing services.
- Promptly notify the Credit Union of any suspected unauthorized access, security incident, or compromise of account credentials.
- Log out of online services when access is complete.

BHSFFCU is not responsible for losses resulting from a user's failure to safeguard account credentials or devices.

### **Intellectual Property**

All content available on the Website, including text, graphics, logos, images, software, trademarks, service marks, and other materials, is the property of BHSFFCU or its licensors and is protected by applicable intellectual property laws.

Users may view, download, and print materials for personal, non-commercial use only. Users may not reproduce, distribute, modify, publish, transmit, or otherwise use Website content without prior written authorization from BHSFFCU.

### **Third-Party Websites and Services**

The Website may contain links to third-party websites, products, or services for the convenience of users.

Baptist Health South Florida Federal Credit Union:

- Does not control third-party websites.
- Does not guarantee the accuracy of third-party information.
- Is not responsible for the content, privacy practices, availability, or security of third-party websites.

Users access third-party websites at their own risk and should review the applicable terms and privacy policies of those websites.

### **Electronic Communications**

By using the Website and providing contact information, users consent to receive electronic communications related to their accounts, transactions, services, and security notifications, as permitted by applicable law and any separate agreements governing electronic communications.

Nothing in this policy replaces any Electronic Signatures in Global and National Commerce Act (E-SIGN) disclosures or agreements that may be required separately.

### **Disclaimer of Warranties**

The Website and its content are provided on an "as is" and "as available" basis.

BHSFFCU makes no warranties, express or implied, regarding:

- Continuous availability of the Website.
- Accuracy, completeness, or timeliness of Website content.
- Error-free operation of the Website.
- Freedom from viruses, malware, or other harmful components.

BHSFFCU reserves the right to modify, suspend, or discontinue any portion of the Website at any time without prior notice.

### **Limitation of Liability**

To the fullest extent permitted by applicable law, BHSFFCU shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising from or related to:

- Use or inability to use the Website.
- Service interruptions or outages.
- Unauthorized access to systems or information.
- Errors, omissions, or inaccuracies in Website content.
- Third-party websites or services.

Nothing in this section shall limit rights or remedies that cannot be waived under applicable law.

### **Privacy**

Use of the Website is also governed by BHSFFCU's Privacy Policy and any applicable privacy notices provided to members and consumers. Users should review those documents to understand how personal information is collected, used, shared, and protected.

### **Monitoring and Security**

Baptist Health South Florida Federal Credit Union reserves the right to monitor Website activity, investigate suspected misuse, and take appropriate actions necessary to protect systems, members, employees, information, and operations.

Monitoring may be conducted for security, fraud prevention, compliance, operational, or legal purposes.

### **Availability of Services**

Certain Website services may be unavailable periodically due to maintenance, system upgrades, outages, cybersecurity events, vendor issues, or circumstances beyond the Credit Union's control.

BHSFFCU does not guarantee uninterrupted access to any service.

### **Governing Law**

These Terms of Use shall be governed by and interpreted in accordance with applicable federal law and the laws of the state in which BHSFFCU is chartered or headquartered, without regard to conflict of law principles.

### **Changes to Terms**

Baptist Health South Florida Federal Credit Union reserves the right to modify these Terms of Use at any time. Updated versions will be posted on the Website and become effective upon posting unless otherwise stated.

Continued use of the Website following the posting of revised terms constitutes acceptance of the revised Terms of Use.

### **Contact Information**

Questions regarding these Terms of Use may be directed to the Credit Union through the contact information provided on the Website.