

IBEW 76 FEDERAL CREDIT UNION WEBSITE TERMS OF USE

The IBEW 76 Federal Credit Union Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the IBEW 76 FCU Web Site constitutes your agreement to all such terms, conditions, and notices.

Modification of these terms of use

IBEW 76 FCU reserves the right to change the terms, conditions, and notices under which the IBEW 76 FCU Site/Services are offered. You are responsible for regularly reviewing these terms and conditions and additional terms. Your continued use of the Mt. Rainier FCU Site/Services constitutes your agreement to all such terms, conditions, and notices.

Personal and non-commercial use limitation

Unless otherwise specified, the IBEW 76 FCU Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the IBEW 76 FCU site.

Links to third party sites

The IBEW 76 FCU Site/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of IBEW 76 FCU and IBEW 76 FCU is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. IBEW 76 FCU is not responsible for web-casting or any other form of transmission received from any Linked Site nor is IBEW 76 FCU responsible if the Linked Site is not working appropriately. IBEW 76 FCU is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by IBEW 76 FCU of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the IBEW 76 FCU Site/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. IBEW 76 FCU shall not be responsible or liable for any part of any such dealings or promotions.

No unlawful or prohibited use

As a condition of your use of the IBEW 76 FCU Site/Services, you will not use the IBEW 76 FCU Site/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the IBEW 76 FCU Site/Services in any manner which could damage, disable, overburden, or impair any of the IBEW 76 FCU Site/Service(s) (or the network(s) connected to any IBEW 76 FCU Site/Service(s)) or interfere with any other party's use and enjoyment of any IBEW 76 FCU Site/Service(s). You may not attempt to gain unauthorized access to any IBEW 76 FCU Site/Service, other accounts, computer systems or networks connected to any IBEW 76 FCU Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the IBEW 76 FCU Sites/Services.

Materials provided to IBEW 76 FCU

IBEW 76 FCU does not claim ownership of the materials you provide to IBEW 76 FCU (including feedback and suggestions) or post, upload, input or submit to any IBEW 76 FCU Site/Service or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting IBEW 76 FCU, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. IBEW 76 FCU is under no obligation to post or use any Submission you may provide and IBEW 76 FCU may remove any Submission at any time in its sole discretion. By posting, uploading, inputting, providing or submitting your

Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Software & content available through the IBEW 76 FCU Web Site

All content and software (if any) that is made available to view and/or download in connection with the IBEW 76 FCU Site/Services is owned by and is the copyrighted work of IBEW 76 FCU and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software not accompanied by a license agreement, IBEW 76 FCU hereby grants to you, the user, a revocable personal, non-transferable license to use the Software for viewing and otherwise using the particular IBEW 76 FCU Site/Service in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the content and/or Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

Liability Disclaimer

The information, software, products, and services included in or available through the IBEW 76 FCU site/services may include inaccuracies or typographical errors. Changes are periodically made to the IBEW 76 FCU site/services and to the information therein. IBEW 76 FCU and/or its respective suppliers may make improvements and/or changes in the IBEW 76 FCU site/services at any time. Advice received via the IBEW 76 FCU site/services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. IBEW 76 FCU and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the IBEW 76 FCU site/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. IBEW 76 FCU and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. You specifically agree that IBEW 76 FCU shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through a IBEW 76 FCU site/service. You specifically agree that IBEW 76 FCU is not responsible or liable for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that IBEW 76 FCU is not responsible for any content sent using and/or included in a Mt. Rainier FCU site/service by any third party. In no event shall IBEW 76 FCU and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the IBEW 76 FCU site/services, with the delay or inability to use the IBEW 76 FCU site/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the IBEW 76 FCU site/services, or otherwise arising out of the use of the IBEW 76 FCU site/services, whether based on contract, tort, negligence, strict liability or otherwise, even if states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are Dissatisfied with any portion of the IBEW 76 FCU site/services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the IBEW 76 FCU site/services.

Termination / Access Restriction

IBEW 76 FCU reserves the right, in its sole discretion, to terminate your access to IBEW 76 FCU Site/Services inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by IBEW 76 FCU. The amount of time that IBEW 76 FCU currently considers as an "extended" period of time may be viewed in the FAQ relating to the particular service. Upon termination of the IBEW 76 FCU Site/Service, your right to use the IBEW 76 FCU Site/Service immediately ceases. IBEW 76 FCU shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

General

This agreement is governed by the laws of the State of Washington, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Washington, U.S.A. in all disputes arising out of or relating to the use of the IBEW 76 FCU Site/Services. Use of the IBEW 76 FCU Site/Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and IBEW 76 FCU as a result of this agreement or use of the IBEW 76 FCU Site/Services. You agree to indemnify and hold IBEW 76 FCU its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the IBEW 76 FCU Site/Services. IBEW 76 FCU reserves the right to disclose any personal information about you or your use of IBEW 76 FCU Site/Services, including its contents, without your prior permission if IBEW 76 FCU has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of IBEW 76 FCU or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. IBEW 76 FCU performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of IBEW 76 FCU.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the IBEW 76 FCU Site/Services or information provided to or gathered by IBEW 76 FCU with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and IBEW 76 FCU with respect to the IBEW 76 FCU Site/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and IBEW 76 FCU with respect to the IBEW 76 FCU Site/Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.

