

AmeriCU.org and MyAmeriCU.org Terms and Conditions

1. NOTICE. BEFORE USING ANY WEB PAGES OR INFORMATION CONTAINED HEREIN OR LINKED HERETO, YOU SHOULD CAREFULLY READ THE FOLLOWING DISCLAIMERS AND IMPORTANT TERMS AND CONDITIONS. THE WEBSITE (THE "SITE") IS PROVIDED FOR INFORMATION PURPOSES ONLY. YOUR USE OF THE SITE CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS HEREIN, DO NOT ACCESS THE SITE OR ANY WEB PAGES THEREIN.

2. AGREEMENT. This Agreement is a legally binding document that describes the terms and conditions under which AmeriCU Credit Union allows access and use of one or more websites operated by AmeriCU Credit Union including, without limitation, AmeriCU.org and MyAmeriCU.org, and all pages and subpages thereon.

3. LIMITED LICENSE. AmeriCU Credit Union grants you a non-exclusive, non-transferrable, limited license to access, use and display the site and the information, graphics, content and materials thereon. You acknowledge and agree that the site and the content are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and are provided only for your personal, non-commercial, use. You are also granted a limited license to print copies of any content posted at the site, but only for your personal, non-commercial, use. Except as expressly provided, above, all rights are reserved. You may not display the site, or any portion thereof, in frames (or any of the content via online links) without the express written permission of AmeriCU Credit Union.

4. TRADEMARKS. AmeriCU Credit Union is a registered trademark. AmeriCU Credit Union also claims rights in certain other trademarks and service marks contained and displayed in the site. Use of any of AmeriCU Credit Union's trademarks or service marks without prior written consent is strictly prohibited.

5. USE OF INFORMATION AND MATERIALS. The information and materials provided at the site are subject to change without notice. The information provided at the site is for informational purposes only and is not intended to provide specific financial, tax, accounting or legal advice.

6. DISCLAIMERS. AMERICU CREDIT UNION IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS (INCLUDING TYPOGRAPHICAL ERRORS) OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF THE SITE OR THE CONTENT. THE SITE, ALL CONTENT, LINKS, AND ANY OF THE SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH NO GUARANTEE OF COMPLETENESS, ACCURACY (EITHER WHEN POSTED OR WITH THE PASSAGE OF TIME), TIMELINESS OR OF THE RESULTS OBTAINED THEREFROM, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IN ADDITION, AMERICU CREDIT UNION MAKES

NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES THAT THE SITE WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL AMERICU CREDIT UNION OR OUR AGENTS, OFFICERS, OR EMPLOYEES BE RESPONSIBLE FOR OR LIABLE TO YOU OR ANYONE ELSE FOR: ANY CONTENT CONTAINED ON OR OMITTED FROM THE SITE; ANY PERSON'S RELIANCE ON ANY SUCH CONTENT, WHETHER OR NOT THE CONTENT IS COMPLETE, CURRENT OR CORRECT; ANY VIRUSES OR DEFECTS THAT MAY BE FOUND TO EXIST IN THE SITE, THE CONSEQUENCES OF ANY DECISION OR ACTION YOU OR ANY OTHER PERSON TAKES OR FAILS TO TAKE WHETHER OR NOT BASED ON CONTENT PROVIDED BY OR RESULTING FROM USE OF THE SITE. THE CONTENT, AND ANY ADVICE RECEIVED VIA THE SITE, IS NOT INTENDED, AND SHOULD NOT BE RELIED UPON, FOR PERSONAL, LEGAL, TAX OR FINANCIAL DECISIONS AND YOU SHOULD ALWAYS CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

7. LIMIT ON DAMAGES. AMERICU CREDIT UNION AND ITS AGENTS, OFFICERS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH OR RELATED TO THE SITE, ANY SOFTWARE USED TO ACCESS THE SITE, ANY OF THE SERVICES AVAILABLE THROUGH THE SITE OR THE CONTENT, YOUR RELIANCE ON, USE OF OR INABILITY TO USE THE SITE, OR ANY ERROR, OMISSION, INTERRUPTION, OR DELAY IN OPERATION, OR ANY COMPUTER VIRUS OR SYSTEM FAILURE, REGARDLESS OF WHETHER SUCH CLAIM ARISES UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER AMERICU CREDIT UNION IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

8. LINKS TO EXTERNAL OR THIRD-PARTY SITES. As a convenience to you, AmeriCU Credit Union may provide links to websites operated by entities other than AmeriCU Credit Union. These linked sites are not under the control of AmeriCU Credit Union. If you use a linked site, you will leave the AmeriCU Credit Union site. You use any such site at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements and understand the privacy policies of the linked site visited. AmeriCU Credit Union makes no warranty or representation regarding, and does not endorse nor is it responsible for, any linked site, the information appearing thereon, or any of the products or services described at the linked site. Please note that a linked site may have a privacy policy different from AmeriCU Credit Union and it may provide less security than an AmeriCU Credit Union site. Merely by providing a link to a site, AmeriCU Credit Union does not imply that it endorses, is affiliated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed

in or accessible through the link, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of AmeriCU Credit Union.

9. SUBMISSIONS. All information you submit to AmeriCU Credit Union via the site will be considered to be the property of AmeriCU Credit Union, and AmeriCU Credit Union is free to utilize any information you submit for any purpose, subject to the privacy policy of AmeriCU Credit Union. Further, you understand that any transmissions to and from the site are not confidential and may be read or intercepted by others. You agree that AmeriCU Credit Union will not be responsible to anyone for any damages arising out of or in connection with any email sent to AmeriCU Credit Union.

10. INDEMNITY. You agree to indemnify AmeriCU Credit Union and its directors, officers and employees against any liabilities, losses, expenses or other costs AmeriCU Credit union incurs arising from a breach of any of the terms hereof by you and for the content of any message sent using email.

11. SUSPENSION AND TERMINATION. AmeriCU Credit Union may modify, terminate and / or suspend your access to the site, the related service or any portion thereof at any time, for any good faith reason, without notice. AmeriCU Credit Union may also impose limits on certain features and services or restrict your access to parts or all of the site without notice or liability. AmeriCU Credit Union may also, at any time, discontinue providing the site, or any part thereof, with or without notice.

12. AMENDMENTS AND MODIFICATIONS. AmeriCU Credit Union reserves the right to change, modify, add or remove any portion of this agreement in whole or in part, at any time, by posting the amended terms on the site. The new terms shall automatically be effective at the time of posting. It is strongly recommended that you review the website terms and conditions each time you use the site, and your use of the site will be subject to the website terms and conditions posted at the time of each use. Your use of the site after posting will be considered acceptance of any changes to the website terms and conditions.

13. GOVERNING LAW. This Agreement is governed by the laws of the State of New York, without regard to its principles of conflict of laws. The site is not intended for distribution to, or use by, any person or entity, or any jurisdiction or country where such distribution or use would be contrary to local law or regulation, would subject AmeriCU Credit Union to any liability or would not give effect to all the provisions of this agreement. You may not access the site or the content where such access is illegal or prohibited or where such access would subject AmeriCU Credit Union or its affiliates to any liability.

14. USE FOR ILLEGAL OR PROHIBITED ACTIVITIES. It is prohibited to use the site in violation of the terms of this agreement, in any manner which could damage, disable, interrupt, overburden, or impair the site or interfere with any other party's use and enjoyment of the site or for any illegal activities. Illegal activities include, but are not limited to, tampering with information databases and software, unauthorized entry to other networks or computers, trafficking in illegal products or substances, disobeying trade restrictions, violating civil rights laws or knowledgeable vandalism or destruction of online files. You agree to comply with all applicable laws, rules and regulations regarding your

use of the site, which regulate the distribution of materials and services originating in the United States of America.

15. AGREEMENT TO ARBITRATE. If you are a Member or Business Member of AmeriCU Credit Union, the Agreement to Arbitrate Disputes and Class Action Waiver that is part of the Membership and Account Agreement or Business Membership and Account Agreement, respectively, shall apply to all disputes relating to this agreement, use of the site, or any information services provided on the site. If you are not a Member or Business Member of AmeriCU Credit Union, all disputes relating to this agreement, use of the site, or any information services provided on the site, shall be subject to final and binding arbitration before the American Arbitration Association (“AAA”) or JAMS using the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules or the JAMS Comprehensive Arbitration Rules and Procedures in effect on the date the arbitration is filed, and shall be held in the County of Oneida, State of New York.

16. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between you and AmeriCU Credit Union relating to your access and use of the site. AmeriCU Credit Union’s failure to insist upon strict compliance with any term of this agreement at any time, or any delay or failure on AmeriCU Credit Union’s part to exercise any power or right given to AmeriCU Credit Union in this agreement, shall at no time operate as a waiver of such power or right. Any rights and powers given to AmeriCU Credit Union in this agreement are not exclusive, and AmeriCU Credit Union may exercise any other powers or rights which it has in law or in equity. The rights of AmeriCU Credit Union may be exercised cumulatively, or separately, as AmeriCU Credit Union may choose. The use of any captions in this agreement are for convenience only. If any portion of this agreement is deemed to be invalid or unenforceable, then the balance of the agreement shall remain enforceable, and the unenforceable portion of the agreement shall be read, to the fullest extent possible, in such a way that is enforceable.

17. ACCOUNT NUMBER, USER ID AND PASSWORD. To enable you, and only you, to use AmeriCU Credit Union internet services and applications, you will be asked to choose a username and password when you register and are accepted as a customer of the internet service or application. Your password is stored in encrypted form by us. You are responsible for maintaining the confidentiality of your account number, user ID and password. No one at AmeriCU Credit Union has access to your password. If transactions are made on your accounts through AmeriCU Credit Union internet services or applications, AmeriCU Credit Union will assume they were performed by you whether or not actually or expressly authorized by you, unless and until you can bring forth information verifying the contrary. Therefore, it is very important that, except for court-ordered activity, you **DO NOT SHARE YOUR ACCOUNT NUMBER, USER ID, OR PASSWORD WITH ANYONE FOR ANY REASON.** No one at AmeriCU Credit Union will know or need to know your password, and AmeriCU Credit Union employees will never ask you for your password.

18. SERVICE USAGE AND TERMINATION. Once enrolled in any AmeriCU Credit Union electronic and internet-based service, you are under no obligation to continue and may cancel your service and access to these systems at any time.

19. AMERICU.ORG AND MYAMERICU.ORG PRIVACY GUIDELINES:

- **PROTECTING INFORMATION ONLINE.** Whether you are a member or just visiting us online, we safeguard the information you provide to use at AmeriCU.org and MyAmeriCU.org. How we use and protect this information is described below.
- **GENERAL WEBSITE PAGES.** We collect and store information on the domain you use to access our website, the Internet address of the site from which you linked directly to our site and the date and time of your visit to our website. This information is used to measure the number of visitors to the various pages on the AmeriCU site; to help the credit union make improvements to the information contained on the site and to better serve of our members through special marketing and service programs.
- **MEMBER ONLY WEBSITE PAGES.** We do not automatically capture information in an attempt to identify personal email address or to gain unwarranted, confidential information about you. We do use technologies that identify you when those technologies allow us to serve you better and with greater security. For instance, AmeriCU Credit Union uses “cookies” (a process of storing information) on MyAmeriCU.org, our internet account access service, as required to protect the privacy of our members’ transactions and to help guide our members through the various services. A “cookie” is a small text file placed on your computer by our web server. These cookies do not collect personally identifiable information, and we do not combine information collected through cookies with other personal information to determine who you are or your email address. Cookies are commonly used on websites and do not harm your system. By configuring your preferences or options in your browser, you determine if and how a cookie will be accepted. We also offer online applications to our members for new or additional services. Any personal data or account information that you provide through MyAmeriCU.org – internet or mobile based – is encrypted in transmission for security purposes.
- **THIRD PARTIES.** On occasion, we may seek personally identifiable information for use in surveys and for other purposes, including disclosure to nonaffiliated third parties with which we have a business relationship. When personally identifiable information may be disclosed to such third parties, we will provide full disclosure, and we will provide all privacy notices required by law.
- **EMAIL.** Personal information contained in email sent by members and non-members may be used by the credit union’s staff and volunteers to answer questions, to follow up on suggestions or complaints, or to improve the level of service AmeriCU Credit Union provides. For secure transmissions, your email to us should be sent using the secure messaging feature within the MyAmeriCU internet and mobile applications. You may also contact us by phone, U.S. mail or by visiting your nearest AmeriCU Credit Union financial center. See our Contact Us page for additional information about contacting us.

- **PROTECTING OUR CHILDREN.** AmeriCU Credit Union is committed to protecting your children's information and we do not knowingly solicit data from children. The only use we normally make of personal information is to respond via email to a question or request for information from a member, which may include a child. We recognize that protecting children's identities and privacy online is important and that the responsibility to do so rests with both the internet community and with parents.

With respect to youth users who have signed up for online banking (MyAmeriCU.org) or who utilize AmeriCU Credit Union's mobile app, to comply with the New York Child Data Protection Act, these users may experience limited functionality. Additionally, AmeriCU Credit Union has taken steps to ensure that data belonging to youth is either excluded from marketing and other analyses and is utilized only to the extent necessary to provide banking services and products on the youth account(s), or is otherwise only utilized after being anonymized and aggregated, such that it cannot be linked back to the originating youth user.

20. PRIVACY POLICY. The privacy policy of AmeriCU Credit Union is available for review [here](#).