

## **Website Terms of Use**

PLEASE READ THESE WEBSITE TERMS OF USE (the "Agreement") CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.

**Berkeley Community Federal Credit Union** and/or any of its affiliated companies (herein referred to as "**Credit Union**", "we", "us", and/or "our"; the terms "we", "us", and/or "our" may also refer to contractors and service providers engaged by Credit Union companies to support their business activities, as the context may require) own, operate, or control this website and the pages thereof (collectively, the "Website") in order to provide information about and/or to deliver products and services offered by Credit Union and for other business purposes. We require all users and viewers of our Website to agree to the terms of this Agreement as a condition to accessing or using our Website. BY ACCESSING THIS WEBSITE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THIS WEBSITE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT CAREFULLY IN ORDER TO MAKE SURE THAT YOU ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF OUR WEBSITE. ANY USE OR VIEWING OF OUR WEBSITE BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED. We may modify, suspend, restrict, or discontinue the operation, maintenance or provision of this Website, any pages thereof, and/or any related content, features, products or

services, or the terms thereof, at any time without notice or liability to you or any third

party. Any rights granted to you herein shall terminate immediately should you violate

any provision of this Agreement. Credit Union, in its sole discretion, reserves the right

to terminate your access to and use of the Website at any time and for any reason

whatsoever without notice. Credit Union will not be liable to you for any termination of

your access to or use of the Website.

You acknowledge and agree that Credit Union, our licensors, and/or our service providers own all rights to this Website and the content and works of authorship displayed on the Website, including, without limitation, text, software, photos, images,

audio, video and graphics (collectively, the "Site Property"). You are authorized to access, view and use the Site Property only for your own informational, noncommercial purposes, or as otherwise expressly permitted pursuant to the terms

of this Agreement or pursuant to the express terms of use regarding any specific product or service available through the Website. Unless otherwise expressly authorized by us, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, commercially exploit, or create derivative

works from any Site Property in any form. You further agree not to reverse engineer

or reverse compile any of our technology associated with the Site Property. You further acknowledge and agree that the Credit Union names and logos and all related

product and service names, design marks and slogans, as well as other trade and

service marks appearing on the Website (collectively, the "Marks"), are the property of

Credit Union, our licensors and/or our service providers. You are not authorized to use such Marks without our prior express written consent and/or the prior express written consent of the owner of the applicable Mark. You acknowledge that, except as

expressly provided in this Agreement, we have granted you no license or rights whatsoever in or to any Site Property or Marks, and we and/or our licensors and service providers retain all rights therein. Credit Union reserves all rights not expressly granted in this Agreement.

You are responsible for obtaining and maintaining all services, software, and equipment necessary for you to access and use the Website. We are not responsible

or liable to you for any errors or failures resulting from defects in or malfunction of your equipment, software, or services, nor are we responsible or liable to you for any

virus, service malfunction, equipment failure, or related problems that may be associated with the use of an online system. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT, SOFTWARE, OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If you have an account or plan to open an account with Credit Union, you agree to provide Credit Union with current, complete, and accurate information about you as

prompted by the applicable registration process. You further agree to regularly update

this information to maintain its completeness and accuracy. You agree to use this Website to access only those accounts on which you are authorized to act, and to use

your own credentials when accessing accounts on which you are authorized to act. You are solely responsible for all activities that occur in connection with your credentials. If you become aware of any suspicious or unauthorized conduct concerning your accounts or credentials, you agree to contact Credit Union immediately. You are responsible for protecting the security of any credentials you use in connection with our Website and the security and integrity of any materials you download from our Website.

We take commercially reasonable measures to protect the security of information electronically transmitted to us. However, we advise you to exercise caution when sending us email (for example, to [staff@berkcofcu.com](mailto:staff@berkcofcu.com)) or to another Credit Union internet email address) as such transmissions may not be secure. For example, email may be intercepted by a third party or may not be immediately received by the designated person or department. Please do not use email to send us confidential or privileged information (such as account numbers or financial information), information that may need our immediate attention, or information we have required you to send us in a signed writing or by other express means. We will not be liable to you for any losses or damages incurred as a result of the interception or unauthorized use by any third party of any information transmitted by you via insecure email or as a result of your use of email for the transmission of, or our failure to respond to email that includes, information that we have required you submit through another express

means or medium. If you communicate with us via email or via a messaging application within our Website, you may receive an automated response acknowledging that you have transmitted a message to us. However, the automated response does not mean that we actually have received, reviewed, or taken any action in response to your message or that we have committed to take any action in response to your message. You are welcome to contact us directly by telephone during our business hours at 1-800-858-0047.

Your individual access and use of our Website may be monitored and recorded for Credit Union' internal business purposes, without liability. You acknowledge and agree that when you submit any information to us through our Website you are submitting such information to all of the Credit Union companies collectively and that such information may be disclosed and transferred among such companies and their respective agents and service providers, subject to the provisions of applicable law.

You further agree that we may disclose any information you submit (i) if we have a right or duty to do so, (ii) if we are compelled or permitted by law to do so, (iii) as directed by you, and/or (iv) as necessary to provide you with products or services you have requested. Any information, feedback, questions, concepts, comments, suggestions, ideas or the like which you send to us by or through our Website, or at any email address we have provided at our Website, will be treated as being non-confidential and nonproprietary as to you, and we will be free to use the same or any information contained therein for any purpose whatsoever (including, without limitation, for the purposes of developing and marketing products and services) without paying any compensation to you, and the same shall be deemed our property upon receipt. Nothing herein shall be construed as limiting the responsibilities and obligations as set forth in our Berkeley Community Federal Credit Union Privacy Notice. The terms of this Agreement also are supplemented by our Online Privacy Notice, the terms and conditions of which are incorporated herein by reference.

You agree not to use our Website for illegal purposes or for the transmission of

material that is unlawful, harassing, libelous (untrue and damaging to others), invasive

of another's privacy, abusive, threatening, obscene, or that infringes the rights of others. You also agree that your use of our Website is personal to you and that you will not resell or assign use of our Website or make any unauthorized commercial use of our Website. You agree that we may display advertisements and promotions of all kinds on the Website. You agree not to use or attempt to use this Website or any part of this Website in any way or for any purpose that (i) attempts to probe, scan, or test the vulnerability of any services, systems, networks, servers, or accounts related to the Website, (ii) attempts to gain unauthorized access to materials, services, systems, networks, servers, or accounts connected or associated with the Website through hacking, password or data mining, or any other means of circumventing any access-limiting, user authentication, or security device of the Website, (iii) attempts to redeliver, reproduce, or circumvent any page, text, image, or materials on the Website, (iv) transmits any harmful or disabling computer codes or viruses, (v) interferes with our network services, (vi) interferes with or induces a breach of the contractual relationships between Credit Union and its customers or service providers, (vii) dilutes or depreciates the name and reputation of Credit Union or any of its affiliates, (viii) transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images, or (ix) otherwise interferes with the Website's functionality.

With respect to your account and your online conduct, you agree to comply with all laws, rules, codes, and regulations of the United States, including without limitation, all laws, rules, codes, regulations, decrees, acts, orders, directives, legislation, bills, and statutes pertaining to tax, contracts, intellectual property, securities, e-commerce, banking, technology, computers, fraud, data security, and privacy.

Not all products and services described in our Website are available in all geographic areas, and the terms of certain products and services may vary from geographic area to area. You may not qualify for certain products and services, and we reserve the right to determine eligibility for any product or service. Products and services described, as well as fees, charges, terms and conditions relating to such products and services, are subject to change without notice. No information on our Website is intended as a legal offer or solicitation for the purchase of any security or financial

instrument, product or service, and all products and services are subject to our eligibility and application requirements. No Credit Union company is acting as an advisor or fiduciary in publishing any information on our Website. The Website is not intended to provide legal, tax, investment, or insurance advice. You are solely responsible for determining whether any investment, investment strategy, security, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. You should consult a qualified advisor in the event you should need legal, tax, or accounting advice with respect to any specific circumstances. This Website and/or any products, services or information described or provided therein are not intended to be distributed or made available to or used by any person or entity in any jurisdiction, state or country where such distribution, availability or use would violate applicable law.

**Securities, investments, insurance products and annuities (i) are not bank deposits or other obligations of, or guaranteed by the Credit Union or any of our affiliates and (ii) are not insured by the NCUA, or any other agency of the United States, or by Credit Union or any of their affiliates. There is investment risk associated with securities and certain insurance products and annuities, including the possible loss of value and/or principal.**

Credit Union may not condition an extension of credit or the provision of other services on either (i) the purchase of an insurance product through Credit Union or any of its affiliates or (ii) an agreement not to obtain, or a prohibition on obtaining, an

insurance product from an entity not affiliated with Credit Union.

Any links from our Website to any website that is not owned, operated, controlled or maintained by us (a "Third-Party Site") are provided strictly for convenience. If you click a link for a Third-Party Site, you will leave our Website and enter an external website owned, operated, controlled and/or maintained by a third party that is not affiliated with us and that is solely responsible for its own contractual obligations and

financial condition. We (i) do not control nor are we responsible for the content, products and/or services provided by any Third-Party Site, (ii) do not endorse or guarantee the products, information, or recommendations provided by any Third-Party Site, and (iii) are not liable for any failure of the products or services advertised on or provided by any Third-Party Site. The privacy and information-sharing and security policies and procedures of Third-Party Sites are distinct from those of Credit Union, and a Third-Party Site may not provide the same level of security as our Website. Different products, features and services available on our Website, and/or different pages or sections of our Website, may be subject to separate terms and conditions in addition to the terms of this Agreement. In the event of a conflict, such separate terms and conditions will govern and control with respect to the corresponding product, feature, service, page or section. This Agreement is not intended to affect or amend any agreement or contract between you and any Credit Union company for the provision of a particular financial product or service, and our relationship with you as to such particular financial product or service shall be governed by the written terms of the agreement or contract contemplating such financial product or service. If you should link to or access a separate website maintained by any of the Credit Union companies, you should review and will be subject to any terms and conditions applicable to the use of that particular website.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF



ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

WE MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE, TIMELY, COMPLETE, ADEQUATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND/OR (V) ANY ERRORS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY VIRUS OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES, CLAIMS, OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT

(INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OF OR THE INABILITY TO USE THE WEBSITE, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING OUR WEBSITE, (V) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS OR LINE OR SYSTEM FAILURE, AND/OR (VI) ANY OTHER MATTER RELATING TO THE WEBSITE OR YOUR USE THEREOF.

IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

EXCEPT WHEN CAUSED BY OUR INTENTIONAL MISCONDUCT OR WANTONNESS, YOU AGREE TO INDEMNIFY, PROTECT AND FULLY COMPENSATE US, OUR SERVICE PROVIDERS, AND OUR LICENSORS FROM ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE WEBSITE, YOUR VIOLATION OF THIS AGREEMENT OR YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY.

This Agreement constitutes the current, sole and entire agreement between you and

us with respect to the use of our Website, and any and all prior terms of use with

respect to the use of our Website are superseded by this Agreement. You acknowledge and agree that no practice or course of dealing between you and any Credit Union company, nor any oral representations by any Credit Union representative, which vary the terms and conditions of this Agreement shall constitute

a modification or amendment of the terms and conditions of this Agreement. No failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be deemed automatically reformed to the extent,

and only to the extent, necessary to render it valid and enforceable under applicable

law; however, if such reformation of the provision is not reasonably possible, the provision shall be deemed severed from this Agreement with respect to the person or

circumstances as to which such provision shall be invalid or unenforceable, and the remainder of this Agreement shall continue in full force and effect to the fullest extent

permitted by law. This Agreement shall be governed by and construed in accordance

with the laws of the State of South Carolina, without regard to its conflicts of laws provisions or your actual state or country of residence, and applicable federal law. For

purposes of any action, suit, or proceeding arising out of this Agreement, you expressly submit to the jurisdiction of all federal and state courts located in the State

of South Carolina. You waive and agree not to assert in any action, suit or

proceeding that you are not personally subject to the jurisdiction of such courts,  
that

the action, suit or proceeding is brought in an inconvenient forum or that venue of  
the

action, suit or proceeding is improper. In the event that you should have any claim  
or

cause of action against us arising out of your use of the Website, you agree that,  
regardless of any statute or law to the contrary, such claim or cause of action must  
be

initiated or filed in a court of competent jurisdiction within one (1) year after  
accruing

or be forever barred. If you have agreed to Arbitration per your Member  
Agreement or

any other Agreements with the Credit Union, then the Arbitration provisions shall  
govern in place of any statements here above.