**Terms of Use**

**ACCEPTABLE USE POLICY**
Last Updated: July 2017

First Priority Credit Union (“FPCU”) provides this internet site to you subject to the following **Terms of Use** (“Terms”), which may be updated from time to time without notice to you. Your use of the FPCU Internet Site and affiliated websites is governed by these Terms. In addition, when using particular third party FPCU service, you may be subject to additional **Terms of Use**, which are incorporated by reference into the Terms.

**1. Acceptance of Agreement**

By accessing FPCU’s Internet Site (the “Site”), using products and services (the “Services”) offered by online, or accepting the Terms electronically, you agree to be subject to these Terms and any additional terms and conditions found on any of our affiliated websites that may apply. If you do not agree to these Terms or any affiliated Terms of Use, please do not use the Site or Services.

In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of your jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Services' registration forms (such information being the “Client Data”) and (b) maintain and promptly update the Client Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or FPCU has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FPCU has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

**2. Description of Services**

The Site and affiliated **web** pages owned by FPCU, or an authorized third party, provides users with information concerning FPCU's products and services (“Services”).

**3. Modifications to Services**

FPCU reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that FPCU will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

**4. Products, Services, Rates or Fees**

FPCU reserves the right, in its sole discretion, to make any necessary updates, modifications and adjustments at any time to the product or service descriptions, rates or fees without prior notice. FPCU endeavors to provide content on the Site and affiliated sites that is current and accurate. Errors and misprints may occur. FPCU reserves the right to reject, correct, cancel or terminate any order for products and services for which the price was incorrectly displayed or where FPCU displayed erroneous or inaccurate information. FPCU reserves this right at any stage of ordering processing, including after an order has been submitted. FPCU is not obligated to sell products or services based on errors or misprints on our website.

**5. Privacy**

Member or user data and certain other information about you are subject to our Privacy Policy as set forth on this site (See Privacy Tab). You understand that through your use of the Services, you consent to the collection, use and disclosure of this information, only as permitted by our Privacy Policy, including the transfer of this information to the United States and/or other countries for storage, processing, and use by FPCU and its affiliates as necessary to provide the Services to you.

**6. Authorized use of Materials on Website**

All information and material and content published or accessible through the Site is protected by copyright, trademark and other intellectual property and proprietary rights and laws. All such website content (“Content”) is copyright of FPCU, except where indicated otherwise. Certain names, words, titles, phrases, logos, icons, graphics, designs or other content on the Site are trade names or trade-marks owned by FPCU or third parties, and may not be used without permission. You may not modify, copy, distribute, transmit, display, perform, reproduce or use for commercial purposes any information or services obtained from the Site without proper authority from FPCU, except as expressly stated above.

**7. Posting Content**

When interacting with FPCU via this Internet Site, you agree to provide true and accurate information. Further, you understand that providing confidential information via email or public discussion boards on this, or any other Web site is an unsafe practice. You understand that you are solely responsible for the content you transmit over the internet using this Internet Site provided by FPCU.

**8. Disclaimer**

FPCU and its employees, agents, affiliates, partners and suppliers provide all Content and Services available through the FPCU and its affiliates websites “as is”, without warranties, representations and conditions of any kind, whether express or implied. FPCU makes no representation, warranty or guarantee of the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the site, the Services, or of any Content the site. The website, the Content, and the Services are provided to you strictly on an “as is” basis. Except as specifically set forth in this agreement, all conditions, representations and warranties regarding the website, the Content, and the Services, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantable quality, merchantability, fitness for a particular use or purpose, or non-infringement of third party rights, are disclaimed to the maximum extent permitted by applicable law by FPCU.

**9. Limitation of Liability**

Under no circumstances, including, but not limited to negligence, shall FPCU, nor any of its partners, associates, employees, agents, successors, assigns, affiliates, or content or service providers be liable to you or any other site user or any third party for any damages of any kind, including without limitation loss of profits or other economic loss, or for any direct, indirect, exemplary, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages, arising out of the posting or non-posting of documents and information, the design, functionality or use of the website, the reliance on any statement or advice from any other user of the website, or inability to gain access to or use the website or any part thereof or to any documents and information, or out of any breach of any warranty, express or implied.

**10. Indemnification**

You agree to indemnify and hold FPCU, its affiliates, partners, attorneys, staff, and each of their respective directors, officers, employees, consultants, agents and suppliers harmless from any costs or damages or any kind, including reasonable legal fees, arising from a claim or demand pertaining to your use of the Content or Services, breach of these Terms of Use, or your violation of any rights of another, except to the extent where you can show that such costs or damages were caused by FPCU.

**11. Severability of Clauses**

If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. Subheadings used in the Terms of Use are not to be used to construe or interpret the Terms.

**12. Entire Agreement**

The Terms, and any application Additional Terms or other terms herein incorporated by reference, constitute the entire agreement between you and FPCU, and govern your use of the Site, Content and the Services, superseding any prior agreement, whether oral or written. You shall be subject to additional terms and conditions that may apply when you use or purchase certain FPCU services, affiliate services, third-party content or third-party software

**13. Waiver**

The failure of FPCU to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

**14. Non-Transferable**

This Agreement is not transferable by you in any way and may not be assigned to any third party without our written consent. FPCU may transfer this agreement to a third party without notice to you.

**15. No Third Party Rights**

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.