



## Excite Credit Union ("Credit Union") Website Terms and Conditions of Use

### *Your Acceptance*

By using and/or visiting this website (including all Content available through [excitecu.org](http://excitecu.org), (collectively, the "Excite Website" or "Website"), you agree to these Terms and Conditions of Use (the "Terms of Use"), and other applicable terms and conditions and disclosures available on the Website, including, for example, the Credit Union's [Privacy Notice](#), which is published at [excitecu.org/learn/about-us/privacy](http://excitecu.org/learn/about-us/privacy) which are incorporated herein by this reference. By browsing, accessing, or using any portion of this Website, you accept these terms without limitation or qualification, as well as such additional or amended terms and conditions as the Credit Union may from time to time publish.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING THE SITE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, THEN PLEASE DO NOT ACCESS OR USE THE EXCITE WEBSITE.

### *Excite Website*

These Terms of Use apply to all users of the Excite Website, including users who also may be contributors of text, content, information, or other materials or services on the Website. The Excite Website may contain links to third party websites that are not owned or controlled by the Credit Union. The Credit Union has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. By using the Website, you expressly release the Credit Union from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Excite Website and to read the terms and conditions and privacy policy of each other website that you visit.

### *Website Access*

A. The Credit Union hereby grants you permission to use the Website as set forth in this Terms of Use, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without the Credit Union's prior written authorization; (iii) you will not alter or modify any part of the Website; (iv) you will use this Website as may be reasonably necessary for its express intended purpose(s) only; and (v) you will otherwise comply with the terms and conditions of these Terms of Use and applicable laws and regulations, and agreements (including, without limitation, the Credit Union's Truth in Savings Disclosure, Electronic Services Disclosure, and other account agreement(s)).

B. In order to access some features of the Website, you will have to open and/or create an account and password. When creating your account and password, you must provide accurate and complete information in accordance with the Credit Union's requirements. It is your responsibility to keep your account password secure. You must notify the Credit Union immediately of any breach of security.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website. You agree not to collect or harvest any personally identifiable information or related information, including account names, from the Website,



nor to use any communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions (as defined below).

### *Intellectual Property Rights*

The content on the Excite Website (except all User Submissions (as defined below)), including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like ("Content") and the trademarks, service marks, and logos contained therein ("Marks"), are owned by or licensed to the Credit Union, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. The Credit Union reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Excite Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Excite Website or the Content therein.

### *Your Activity on the Website*

For your protection and the protection of the Credit Union network and Website, all activity on the Website may be monitored and recorded, and you agree that the Credit Union may do so. The Credit Union may monitor your use of the Website for purposes including but not limited to the Website and transaction security and usage tracking without prior notice to you. Further, you acknowledge and agree that the Credit Union is permitted to share or disclose any and all activity, as well as any information derived from your activity, on the Website, with its employees, agents, service providers, licensors, and other persons to the extent permissible under its [Privacy Policy](#) and applicable law.

### *User Submissions*

A. The Excite Website may now or in the future permit the submission of purchase orders, ideas, suggestions, contest, or sweepstakes entries, the use of internet chat rooms or bulletin boards, or other communications submitted by you and other users ("User Submissions") and you grant the Credit Union the right to use any information contained in such submission for commercial purposes, subject to the Credit Union's Privacy Policy and applicable law. Any such User Submissions are not confidential, and the Credit Union is entitled to reproduce, use, distribute, or otherwise use and disclose any submissions made to it for any purpose, without compensation.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the



Credit Union's to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Use. By submitting the User Submissions to the Credit Union, you hereby grant the Credit Union the right to use and display the User Submissions in connection with the Excite Website and the Credit Union's (and its subsidiaries and/or successor's) business.

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the Credit Union all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage the Credit Union or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements (other than as expressly permitted on the Bulletin Boards), or any other mass email or solicitations of business; or (v) impersonate another person or falsely state or otherwise misrepresent an affiliation with any person or entity. You further agree not to omit, delete, forge, or otherwise misrepresent accurate transmission information, including headers, return mailing, or internet protocol addresses, or otherwise manipulate identifiers to disguise the origin of any content or person.

D. The Credit Union does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and the Credit Union reserves the right to remove Content and User Submissions without prior notice. The Credit Union may remove such User Submissions and/or terminate a User's access for uploading material in violation of these Terms of Use at any time, without prior notice, and at its sole discretion.

E. You understand that when using the Excite Website, you may be exposed to User Submissions from a variety of sources, particularly with respect to the Bulletin Boards, and that the Credit Union is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do release, any legal or equitable rights or remedies you have or may have against the Credit Union with respect thereto, and agree to indemnify and hold the Credit Union, its owners, operators, officers, directors, employees, agents, successors, assigns, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

F. The Credit Union permits you to link to materials on the Website for personal, non-commercial purposes only. You may not link to the Website for non-personal, commercial purposes without the Credit Union's express written consent. The Credit Union reserves the right to discontinue any aspect of the Excite Website at any time.



### *Warranty Disclaimer*

YOU AGREE THAT YOUR USE OF THE EXCITE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE CREDIT UNION'S ATTEMPTS TO KEEP ALL INFORMATION CURRENT AND UP-TO-DATE; HOWEVER, THE CREDIT UNION MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. THE CREDIT UNION DOES NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE EXCITE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE CREDIT UNION IS NOT A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NOTHING ON THIS WEBSITE, INCLUDING ANY INTERACTIVE TOOLS OR CALCULATORS, IS INTENDED TO PROVIDE PERSONAL, PROFESSIONAL, FINANCIAL, TAX, BUSINESS OR LEGAL ADVICE. IF YOU DECIDE TO TAKE ACTION BASED ON THE GENERAL CONTENT PROVIDED ON THIS WEBSITE, PLEASE BE AWARE THAT YOU DO SO AT YOUR OWN RISK. NO FIDUCIARY RELATIONSHIP IS CREATED BY YOUR USE OF THIS WEBSITE.

### *Limitation of Liability*

IN NO EVENT SHALL THE CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Website is controlled and offered by the Credit Union from its facilities in the United States of America. The Credit Union makes no representations that the Excite Website is appropriate or available for use in other locations. Those who access or use the Excite Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### *Indemnity*

You agree to defend, indemnify, and hold harmless the Credit Union, its subsidiary entities, licensors, officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to attorneys' fees) arising from: (i) your use of and access to the Excite Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including, without limitation, any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Excite Website.

### *Ability to Accept Terms of Use*

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions,



obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

### *Assignment*

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Credit Union without restriction.

### *General*

You agree that: (i) the Excite Website shall be deemed solely based in California; and (ii) the Excite Website shall be deemed a passive website that does not give rise to personal jurisdiction over the Credit Union, either specific or general, in jurisdictions other than California. These Terms of Use shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and the Credit Union that arises in whole or in part from the Excite Website shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Credit Union's failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision. The Credit Union reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Excite Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND THE CREDIT UNION AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE EXCITE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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