

WEBSITE TERMS OF USE AGREEMENT AND LEGAL DISCLOSURE



San Diego County Credit Union (SDCCU®), and all affiliates of SDCCU, maintains this website (Site) as a service to our members and potential members. By using the Site, you are agreeing to comply with and be bound by the following terms of use.

1. **Acceptance of Agreement.** Each time you access this Site, you confirm you will abide by this Agreement.
2. **Electronic Mail.** SDCCU has provided email forms as a way for users to communicate about services. Emails should not contain any confidential information. Please refer to the Online Security Policy for additional information.
3. **Internet Access Fees and Telephone Charges.** You agree to be solely responsible for any telephone charges, Internet access fees and other such similar fees and expenses you incur by accessing this Site.
4. **Hours of Access.** SDCCU strives to make the Site available 24-hours a day, 7 days a week, however, some of or the entire Site may not be available due to system maintenance or other technical difficulties from time to time.
5. **Termination.** SDCCU reserves the right to terminate this Agreement and your access to this Site, in whole or in part, at any time.
6. **Intellectual Property Rights.** You hereby acknowledge and agree that SDCCU exclusively owns all worldwide right, title and interest in and to all contents, graphics, designs, data, computer codes, ideas, know-how, "look and feel," compilations, magnetic translations, digital conversions and other matters included within the Site and related to the Site (collectively "Materials"), and all modifications and derivative works thereof, and all worldwide copyrights, trademarks, service marks, patents, trade dress, trade secrets, moral rights and other intellectual or industrial property rights related thereto. The copying, redistribution, use or publication by you of any of the Materials or any part of the Site, except as allowed by Section 17, is strictly prohibited. You do not acquire any ownership rights to any of the Materials. Our posting of information or materials on the Site does not constitute a waiver of any of our rights in such Materials.
7. **Trademarks.** You hereby acknowledge and agree that San Diego County Credit Union, SDCCU, the sailboat logo, Bill Payer Plus™ and other Credit Union marks on the Site are either trademarks or service marks of San Diego County Credit Union and shall remain the exclusive property of San Diego County Credit Union. Other product and company names mentioned on the Site may be trademarks of their respective owners.
8. **Limited Right to Use.** Subject to your compliance with the terms of this Agreement, we grant you a limited, non-exclusive, non-transferable, indivisible license, without the right to sublicense, to view, print or download certain contents, graphics, forms or documents from the website solely for use by you for your own personal use and not for republication, distribution, assignment, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, now known or hereafter devised, other than for your personal use (but not for resale or redistribution).
9. **Indemnity.** You agree to indemnify, defend and hold harmless SDCCU, its officers, directors, shareholders, employees, partners, sponsors, agents, attorneys, representatives, subsidiaries, affiliates, successors and assigns (collectively "Affiliated Parties") from all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arises out of your use of the website, any transactions or other activities you engage in with any third party service providers, third party merchant sites, or other third parties who are part of our affiliate program or who you access by or through this website, your infringement or violation of the intellectual property or other rights of third parties, and/or your negligence or willful misconduct. In the event a dispute arises regarding this Agreement or the use of the website, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred, in addition to damages and any other relief to which it is entitled.
10. **No warranty.** All warranties, express or implied or statutory, are disclaimed (including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and/or infringement of third party rights or arising out of a course of conduct or trade custom or usage). You understand and agree that the information and services on this website may contain bugs, errors, problems or other limitations. SDCCU and its affiliated parties have no liability whatsoever for your use of any information or service provided via the website. No advice or information, whether oral or written, obtained by you from SDCCU through the site shall create any warranty, representation or guarantee not expressly stated in this agreement. Further, we are not responsible for any viruses affecting this website, the use or inability to use this website, the results generated from this use of the website, loss of goodwill or profits, lost business however characterized and/or from any other cause whatsoever. You further agree that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties or exclusion of damages is expressly intended to be severable and independent of any other provisions since these provisions represent separate elements of risk allocation between the parties and shall be separately enforced. This website and the information herein would not be provided without such limitations.
11. **Use of Information.** We reserve the right, and you authorize us, to use and assign all information regarding uses of the Site by you and all information provided by you in any manner consistent with our Privacy Policy.
12. **Third-Party Services.** We may allow access to or advertise for third parties from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by such third parties. For more information regarding links to other websites, please refer to the Online Security Policy.
13. **Miscellaneous.** This Site (excluding linked sites) is controlled by SDCCU within the City of San Diego, State of California, United States of America. This Agreement is deemed executed and performed by both parties in San Diego, California. This Agreement shall be interpreted and enforced according to the substantive laws of the State of California, without application of its conflicts or choice of law rules. SDCCU makes no representation that materials on the Site are appropriate or available for use in locations other than San Diego, California, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so solely on their own initiative and are solely responsible for compliance with local laws. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

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