

WEBSITE TERMS OF USE

PLEASE REVIEW THESE TERMS OF USE (TERMS) CAREFULLY. BY CONTINUING TO USE THE ST. MARY'S CREDIT UNION WEBSITE (SITE), YOU AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE AND AGREE TO BE BOUND BY THESE TERMS OF USE.

St. Mary's Credit Union website (Site) and any and all content which includes but is not limited to various web pages, design, sound recordings, and screens are owned, controlled and operated by St. Mary's Credit Union except as otherwise expressly stated. All content found on the Site, including the St. Mary's Credit Union logo, is considered and deemed to be copyrighted and trademarked intellectual property of St. Mary's Credit Union or of the party who created or licensed the content. You do not receive any rights or title to any of the content of the Site or the Credit Union's logo.

Change in Terms.

St. Mary's Credit Union reserves the right to change these Terms and any conditions and notices under which the Site is used, in whole or in part, at any time without notice except as otherwise required by law or as agreed in writing. These Terms of Use will be accessible from the bottom of the Site's home screen page. You are responsible for regularly reviewing these Terms of Use. If you do not agree with these terms, you must discontinue your use of the Site and do not continue to access this Site in the future. By continuing to use the Site or access the Site after any change to these Terms, you agree to be bound by the most recent version of these Terms. The Credit Union may make changes to the information or discontinue any products or services described herein or as provided on the Site at any time without prior notice to you and without any liability to you. The Credit Union reserves the right to terminate any or all site offerings or transmissions without prior notice to the user.

Web Content and Materials.

Information contained on the Site is for informational purposes only. Although any information on the Site is believed to be reliable, St. Mary's Credit Union does not warrant its accuracy, timeliness or completeness. Any information on the Site is NOT intended as an offer or solicitation for the purchase of any financial instrument, product or service.

Personal and Non-Commercial Use Limitation.

The St. Mary's Credit Union Site and various pages are for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, alter, store, create derivative works from, transfer, or sell any information obtained from the St. Mary's Credit Union Site without express prior written consent. You may not use or authorize another party to co-brand, use or frame the Site without express prior written permission. Framing is defined in this agreement as making the contents of the St. Mary's website or any other content as described above, viewable from another site or the contents of another site viewable in the St. Mary's Credit Union website and or contents.

Applicable Use of the Website (Site)

If any of the terms of use as stated in this agreement or any other applicable guidelines or rules of behavior are not followed, St. Mary's Credit Union can immediately suspend or discontinue your ability to use the Site. The Credit Union maintains the right to delete any piece of content or material, comment, topic or profile for any reason in our sole discretion.

You agree that you will not engage in any activities related to the Site that is violation of or contrary to any applicable laws, regulations, rules or the terms of any agreements that you may have with St. Mary's Credit Union, including this Terms of Use. Also, you agree that where there are locations of the Site which require identification to access, you will utilize commercially reasonable security procedures and controls to limit access to your password or other identifying information.

You further agree that for your protection and the protection of St. Mary's Credit Union's Site, that any and all activity on the site may be monitored, recorded or stored. Without prior notice to you, the Credit Union may monitor use of the Site for a number of reasons including but not limited to security, transactions and usage. You agree to protect any access to the Site that you have been provided which includes but is not limited to protection of login credentials, authentication and passwords.

Right to Terminate Access

The Credit Union may monitor use of the Site to determine compliance with this agreement, and to edit, refuse to post, or remove any information or materials from the Site at any time without notice for any reason in its sole discretion. We reserve the right to terminate your access to any or all of the services on the Site at any time without notice and for any reason.

Your personal information will be secure.

St. Mary's Credit Union has developed policies and procedures to protect your personal information. Please refer to our [Privacy Policy](#) for further information.

In accordance with the Children's Online Privacy Protection Act (COPPA), St. Mary's Credit Union does not solicit to children under the age of 13. Should the credit union receive member information that we know or suspect is from a child under the age of 13, we will not proceed with the request until we verify the member's age.

Email is not a secure method of communication.

Please be aware that any emails you send are not secure. Do not email any confidential information such as passwords, account numbers, credit card information or social security numbers. That type of information should be provided to us by phone, fax or regular mail or using the secure messaging feature in Online or Mobile Banking.

Links to third party sites are provided for your convenience.

The St. Mary's Credit Union Site may contain links to other Web Sites (Linked Sites). The Linked Sites are not under the control of St. Mary's Credit Union, so St. Mary's Credit Union is not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. These links are provided to you on the St. Mary's Credit Union Site as a convenience only, and the inclusion of any link does not imply endorsement by or make any representations about use of such third party Linked Sites. St. Mary's Credit Union is not liable for the failure of any products or service as advertised or seen on Linked Sites. If you decide to access any Linked Sites, you do so at your own risk. St. Mary's Credit Union is not responsible for the privacy or security of any Linked Sites. You agree to read and adhere to the terms of use and policies of any Linked Sites. St. Mary's Credit Union in its discretion reserves the right to discontinue links to any of the Linked Sites at any time for any reason without notice.

Conditions of Use and Prohibited Use

As a condition of your use of the St. Mary's Credit Union Site, you warrant to St. Mary's Credit Union that you will not use the St. Mary's Credit Union Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may **not** use the St. Mary's Credit Union Site in any manner which could damage, disable, overburden, or impair the St. Mary's Credit Union Site or interfere with any other party's use of the St. Mary's Credit Union Site. You may **not** obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.

Disruption of Service

Access to the Site may be unavailable, delayed, slowed or limited due to but not limited to:

- Damage caused by severe weather, earthquakes, wars, insurrection, riots, act of God, accident, fire, water damage, mechanical breakdown, explosion, or natural disasters
- A partial or total interruption of power supplies or other utility of service
- Software failure, including but not limited to, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content
- Hardware failure, including but not limited to, failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment
- Overload of system capacities
- Government or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention
- Strike or other stoppage (whether partial or total) of labor
- Any other cause whatsoever (whether similar or dissimilar to any stated herein) beyond the control of St. Mary's Credit Union

Limitation of Liability

USE OF THE SITE IS AT YOUR OWN RISK. THE INFORMATION AND MATERIALS CONTAINED ON THE SITE ARE PROVIDED "AS IS" "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND. THE CREDIT UNION AND THIRD PARTY PROVIDERS ARE NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SITE. THE CREDIT UNION AND ANY THIRD PARTY PROVIDERS DISCLAIM ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

THE CREDIT UNION AND THIRD PARTY PROVIDERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS WHETHER EXPRESSED OR IMPLIED AS TO THE RELIABILITY, SUITABILITY, AVAILABILITY, ACCURACY, OR TIMELINESS OF THE CONTENT CONTAINED ON THE SITE. THE CREDIT UNION AND THIRD PARTY PROVIDERS DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES, MALICIOUS CODE OR OTHER DEFECTS OR COMPONENTS, OR ANY INCOMPATIBILITY BETWEEN THIS WEBSITE AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM.

THE CREDIT UNION, ITS THIRD PARTY PROVIDERS, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, PUNITIVE, SPECIAL, EXEMPLARY, OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR REVENUE, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE. THE ABOVE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY TO YOU IF YOU ARE IN A STATE OR JURISDICTION THAT DOES NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY.

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.

Indemnity

YOU UNDERSTAND AND AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CREDIT UNION HARMLESS INCLUDING ITS THIRD PARTY PROVIDERS, AFFILIATES, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS (Indemnified Parties) AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND COSTS INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND EXPENSES ARISING FROM USE OF THE SITE, SERVICES, INFORMATION CONTAINED ON THE SITE, YOUR BREACH OF THIS AGREEMENT OR UNAUTHORIZED USE OF THE SITE. YOU AGREE THAT THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND ANY AND ALL APPLICABLE FEDERAL LAWS. YOU AGREE THAT YOU WILL USE THE SITE FOR LAWFUL PURPOSES ONLY AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS. YOU FURTHER AGREE TO BE BOUND BY APPLICABLE STATE AND FEDERAL LAWS, RULES, REGULATIONS, ORDERS, GUIDANCE, OPERATING CIRCULARS AND PRONOUNCEMENTS AFFECTING CHECKS AND ITEMS, INCLUDING BUT NOT LIMITED TO, GUIDELINES ESTABLISHED BY THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE, ANY CLEARINGHOUSE, OR OTHER ORGANIZATION OF WHICH WE ARE A MEMBER OR TO WHICH RULES ST. MARY'S CREDIT UNION HAS AGREED TO BE BOUND.

Miscellaneous

If any part of this agreement is found by a court of competent jurisdiction to be void, unlawful or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.