Hāmākua Federal Credit Union Website Terms of Use

- 1. Introduction. Welcome to the Hāmākua Federal Credit Union ("Credit Union") website. Your access to this site is subject to the following Terms of Use. By accessing and using this site, you accept these Terms of Use without limitation or qualification. You agree we may change these Terms of Use from time to time, by posting the revised Terms of Use to the website. Your use of our products and services, whether accessed through this Site or otherwise, is governed by the agreements applicable to those products and services.
- 2. Web Content & Material. Credit Union reserves the right, without notice and for any reason, to remove any content on this site, and to deny access to any user or users to all or any part of this site.
- 3. Your Enrollment and Contact Submissions. The Credit Union may provide services on this website that require your enrollment or submission of contact information. By enrolling in such services or making any applicable submissions, you expressly consent and authorize the Credit Union and its representatives to contact you by email, telephone (including cell phone), text message, or automated dialing communications at any number you provide the Credit Union for my accounts and services, now or in the future for purposes of assisting with you accounts and services or to prevent fraud on your account. You understand you may revoke your consent at any time by providing the Credit Union notice of your revocation. You understand that your privacy is our priority. No information will be disclosed or shared with third parties except as provided in our Privacy Policy.
- 4. Links to Third Party Sites. The Credit Union's website may contain links to third party websites ("Linked Sites"). The Linked Sites are not controlled by the Credit Union and we are not responsible for the content or function of any Linked Site. We are not responsible for webcasting or any other form of transmission received from any Linked Site nor are we responsible if the Linked Site is not operational. We provide these links to you only as a convenience and the inclusion of any link does not imply endorsement by the Credit Union of the site or any association with its operators. You are responsible for viewing and complying with the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties included within this website, participation in promotions, including the delivery of and payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the third party. The Credit Union shall not be responsible or liable for any goods or services of any third party.
- 5. Copyright Protection. You may download your financial information and material displayed on this site for personal, non-commercial use only. You must retain all copyright and other proprietary notices on downloaded and/or copied material. You may not distribute, modify, transmit, use, or re-use any of the contents of this site for any public or commercial purpose without the written consent of Credit Union. The Credit Union's products, services, programs or technology displayed on this Website or described in any document published by Credit Union on this site are copyright protected and constitute intellectual property owned by Credit Union.
- 6. Warranty. EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE INFORMATION, PRODUCTS, SERVICES AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS" AND "AS AVAILABLE". CREDIT UNION DOES NOT WARRANT THE COMPLETENESS OF THE INFORMATION, PRODUCTS, SERVICES AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION, PRODUCTS, SERVICES AND MATERIALS.
- 7. Limitation of Liability. YOU AGREE THAT THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA BY ANYONE BEYOND OUR CONTROL; OR (iii) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-

PERFORMANCE OF ANY FEATURE OF THIS SITE, EVEN IF WE HAVE BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES.

- 8. Use of Internet Cookies. By using or accessing our site you are consenting to the Credit Union's use of Internet Cookies. "Cookies" are text-only pieces of information that a web site transfers to an individual's website browser. Like most web sites, we use cookies for purposes such as for analyzing website traffic to improve our site's performance, and for marketing so we can serve visitors relevant promotional ads on other sites they visit across the Internet. We use "performance cookies" to track visitors to our Website, which is done on an anonymous aggregate basis (as cookies do not in themselves carry any personal data). We may also employ cookies so that we remember your computer when it is used to return to the Website for analyzing traffic and marketing effectiveness. You can delete Internet cookies that have been installed from your browser.
- 9. Privacy Policy. These Terms of Use are subject to the Credit Union's Privacy Policy.
- **10. Questions.** If you have any questions or comments, please contact us by mail at Hāmākua Federal Credit Union, PO Box 848 Pepe ekeo, HI 96783; by email at info@hamakuafcu.org; or by phone at (808) 964-5566.