

## TERMS OF USE

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Mobiloil Federal Credit Union ("MOCU") provides this 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 MOCU Internet Site and affiliated websites is governed by these Terms. In addition, when using particular third-party MOCU service, you may be subject to additional Terms of Use, which are incorporated by reference into the Terms.

This Site has been established by MOCU for the sole purpose of conveying information about MOCU's products and services and to allow communication between MOCU and its members. Information that appears on this Site should be considered an advertisement. Nothing contained in any page on this Site takes the place of MOCU's agreements and disclosures that govern its products and services. If any information on the Site conflicts with that in MOCU's agreements and disclosures, the agreements and disclosures will control.

### 1. Acceptance of Agreement

MOCU's Site is comprised of various web pages operated by MOCU. By accessing MOCU's 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 and/or Services.

In consideration of your use of the Site and/or 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 and (b) maintain and promptly update the information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or MOCU has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MOCU has the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Services (or any portion thereof). You agree that:

- You will not engage in any activities related to the Site and/or Services that are contrary to applicable law, regulation or the terms of any agreements you have with Mobiloil Federal Credit Union and;
- You agree to take every precaution to ensure the safety, security, and integrity of your Account and transactions while using this Site and/or Services. You agree not to leave your wireless device or personal computer unattended while logged in to the Site or any Services offered through the Site. You agree not to provide your code, password, or other access information to any other person. If you do, we will not be liable for any damage resulting to you.

### 2. Description of Services

The Site and affiliated web pages owned by MOCU, or an authorized third party, provides users with information concerning MOCU's Services.

### 3. Modifications to Site and/or Services

MOCU RESERVES THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE AND/OR THE SERVICES (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE. YOU AGREE THAT MOCU WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE AND/OR THE SERVICES. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND MOCU DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. BY OFFERING THIS SITE AND/OR SERVICES VIA THIS SITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY MOCU TO ANY PERSON TO USE THE SITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE SITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

### 4. Potential Disruption of Site and/or Services

Access to the Site and/or Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including failures of computers and/or mobile devices (including your own computer or mobile device), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including, 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;
- Overload of system capacities;
- Damage caused by severe weather, wars, riots, civil disturbances, acts of God, accident, fire, water damage, mechanical breakdown or other natural or manmade disasters;
- Strike or other stoppage (whether partial or total) of labor;
- Governmental or regulatory restrictions;
- Any other cause whatsoever that is beyond the control of MOCU.

### 5. Products, Services, Rates or Fees

MOCU 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. MOCU endeavors to provide content on the Site and affiliated sites that is current and accurate. Errors and misprints may occur. MOCU reserves the right to reject, correct, cancel or terminate any order for products and services for which the price was incorrectly displayed or where MOCU displayed erroneous or inaccurate information. MOCU reserves this right at any stage of ordering processing, including after an order has been submitted. MOCU is not obligated to sell products or services based on errors or misprints.

### 6. 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 Statement](#)). You understand that through your use of the Site and/or 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 MOCU and its affiliates as necessary to provide the Services to you. You acknowledge that MOCU may disclose and transfer any information that you provide through this Site and/or Services to (i) MOCU's affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information

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#### **8. No Unlawful or Prohibited Use**

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#### **9. Posting Content**

When interacting with MOCU via this 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 Site provided by MOCU.

#### **10. Links to Third Parties/Promotions**

Links to third-party websites from the Site are meant for convenience only. MOCU does not review or control these third-party websites and is not responsible for any third-party websites or the content of those sites. Inclusion of any linked website does not imply approval or endorsement of the linked website by us. Linking to any other site is at your own sole risk and MOCU will not be responsible or liable for any damages associated with linking. MOCU does not guarantee the authenticity of documents on the Internet. Any link to a non-MOCU website does not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such website, or any representation regarding the content at such website. From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. MOCU assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

#### **11. Disclaimer**

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#### **12. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL MOCU, 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 SITE, THE RELIANCE ON ANY STATEMENT OR ADVICE FROM ANY OTHER USER OF THE SITE, OR INABILITY TO GAIN ACCESS TO OR USE THE SITE OR ANY PART THEREOF OR TO ANY DOCUMENTS AND INFORMATION, OR OUT OF ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED.

#### **13. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MOCU, 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 ATTORNEY FEES, ARISING FROM A CLAIM OR DEMAND PERTAINING TO YOUR USE OF THE SITE AND/OR SERVICES, BREACH OF THESE TERMS OF USE, OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY. MOCU reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

#### **14. 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.

#### **15. Entire Agreement**

The Terms, and any application Additional Terms or other terms herein incorporated by reference, constitute the entire agreement between you and MOCU, and govern your use of the Site and/or 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 MOCU services, affiliate services, third-party content or third-party software.

#### **16. Waiver**

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

**17. 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. MOCU may transfer this agreement to a third party without notice to you.

**18. 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.

**19. Enforceability and Governing Law**

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