# **Terms of Use and Agreement**

Community West Credit Union maintains this website as a service to our members. This website Terms of Use and Agreement ("Agreement") governs your use of this website. Please read this Agreement carefully. We invite you to print a copy of this Agreement and retain it for your records.

By accessing this site or using any services, including new services when they become available, you agree to comply with the terms outlined in this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the site and will be available for you to review any time you access the site. In addition to this Agreement, you agree to be bound by and will comply with the applicable disclosures concerning your account, which you received at account opening.

### **Definitions**

For the purposes of this Agreement, the terms "we", "us", "our", and "credit union" refer to Community West Credit Union and any agent, independent contractor, designee, or assignee Community West Credit Union may, in our sole discretion, involve in the provision of the site. "You" or "your" refers to the person using the site, including without limitation others you permit to use the site.

## **Termination**

We reserve the right to terminate this Agreement and your access to this site, in whole or in part for any reason, at any time without prior notice.

## **Services**

This agreement governs electronic access to the site and any additional online services that we currently offer or may offer in the future. We have the right, from time to time, to introduce, remove, or replace services on this site.

## It's ME 24/7 Access

You may access It's ME 24/7 banking through our site. It's ME 24/7 can be used with your password to access your account. You can make inquiries, check account balances, transfer funds between your accounts, make loan and credit card payments, access your current or past monthly e-Statements, place a stop payment request, request a withdrawal or loan advance by check or request a copy of a check. You may access your account and other services through this site seven days a week, 24 hours a day. However, at certain times, some or this entire site may not be available due to technical problems and/or routine maintenance.

## **Transactions**

Transfers between your credit union accounts initiated by you through this site are limited to the available balance of the account from which the money is withdrawn. When accessing your account on this site, please note that account balance and transaction history reflects current activity and balance.

## **Bill Pay**

You may make payments to third parties through our Bill Pay service. Bill Pay is a service provided to you through a third-party vendor.

## **Fees**

There are no fees for accessing your credit union account on this site. You are solely responsible for any telephone charges, internet access fees, and other similar fees and expense you incur by accessing your account through the site. Other fees, as described in our Service Fee Schedule, may apply to services you order online such as Bill Pay. To obtain a Service Fee Schedule, visit any branch or call us at 616-261-5657.

## **Email**

Email is available as a way for you to ask questions or express comments or concerns regarding our services. For security reasons, please do not use email to initiate transactions on your account.

## **Electronic Statements**

Through this site you may sign up to receive your monthly account statements online (e-Statements). This will include newsletters and regulatory materials. You must have a valid email address to sign up for e-Statements. When you sign up to have your statements delivered online, we will discontinue your statement mailing through the postal service and you will receive an email notification each time your statement is ready. If you receive your statement by postal mail, it means we are having difficulty delivering your statement to the email address we have on file and you must update your email address. There is no charge to receive e-Statements. You may discontinue e-Statements at any time. You may call us at 616-261-5657 to inquire on how to start or stop e-Statement.

#### **Password**

We will provide you with a password that will enable you to access your account on this site. You will be required to change your password regularly. You are responsible for keeping your password and account information confidential.

If you authorize someone else to use your password you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized. If you believe your password has been lost, stolen or that someone has accessed your account without your permission, notify us immediately by calling us at 616-261-5657.

# **Third-Party Services**

We may allow access to or advertise for merchants through our website. You may purchase certain goods or services from these merchants. We do not operate or control the products or services offered by these merchants. Merchants are responsible for all aspects of order

processing, fulfillment, product performance and warranties, billing and customer service. We are not a party to the transactions entered into between you and any merchants.

## **Links to Other Websites**

Our site may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed in these websites, and these websites are not investigated, monitored or checked for accuracy or completeness by us, nor do we maintain any editorial or other control over these websites. Inclusion of any linked website on our site does not imply approval or endorsement of the linked website by us.

### Cookies

Cookies are small files stored on a computer. Cookies can be disruptive, such as those left on a computer by advertisers (causing pop-up ads) after a particular website is visited or can be helpful, such as a cookie that remembers customer preferences. Information stored by cookies may be retrieved when a website is revisited. Cookies and similar files that we place on your computer do not contain any personal information unless encrypted and we never use cookies or other files to track your use of other websites. Community West Credit Union uses cookies and other technologies to display information more effectively to you and to gather data about the usage of our website. You may disable or delete cookies and similar files by following your browser's instructions.

# **Indemnity and Limitation of Liability**

You agree to indemnify and hold harmless the credit union and its officers, directors, employees, successors, and assigns from and against any and all claims, demands, losses, liabilities, penalties, expenses and any or other damages directly or indirectly resulting from relating to or arising in connection with your breach or violation of this Agreement, your use of the site, 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 site, our infringement or violation of the intellectual property or other rights of third parties, and/or your negligence or willful misconduct.

We are not responsible for any products or services relating to your personal computer, other than those specified in this Agreement. We also are not responsible for any damage to your personal computer, modem, telephone, or other property resulting from your use of the site.

# **No Warranty**

All warranties, express or implied, are disclaimed, including but not limited to warranties of merchantability, fitness for a particular purpose or freedom from computer virus. You understand and agree that the information and services on this site are provided on an "As Is" basis and may contain errors, problems, or other limitations. The credit union and its affiliated parties have no liability whatsoever for your use of any information or service provided via the site.

# **Trademarks**

You agree that Community West Credit Union, CWCU, the logo, and other credit union marks on the site are either trademarks or service marks of Community West Credit Union and shall remain the exclusive property of Community West Credit Union. Other product and company names mentioned on the site may be trademarks of their respective owners.