

## **TERMS OF USE**

### **Website and Social Media Accounts**

North Carolina Press Association Federal Credit Union (“NCPAFCU” or the “Credit Union”) is a federally chartered credit union, which is federally insured by the National Credit Union Administration and is an Equal Housing Opportunity lender. This Terms of Use governs your access to and use of this website and the social media accounts we manage on various social media platforms (our “social media sites”). As used below, the words “we,” “us” and “our” refer to the Credit Union. The words “you” and “your” refer to the users of the Credit Union’s website and/or social media sites, whether or not a user is a member of NCPAFCU.

The provisions in this Terms of Use are subject to change. When changes occur, they will be incorporated into this Terms of Use as it is updated periodically on this website, and they will be effective immediately. Your continued access to and use of this website and/or any of our social media sites (collectively, our “sites”) will be construed as your acceptance of such changes. It is your responsibility to check this page frequently so that you are aware of such changes, as they will be binding on you.

#### **YOUR ACCESS TO AND USE OF OUR SITES**

**NCPAFCU Website.** This website, including its contents, features and functionalities, is owned by NCPAFCU, which grants you a limited, nonexclusive, revocable right to access and use the website for your own personal purposes only. Use of the website and the materials contained within for any commercial purpose or for any public display (commercial or non-commercial) is strictly prohibited.

**NCPAFCU Social Media Sites.** We manage our presence on our social media sites, and may allow or prohibit the posting of comments on the pages of these sites in our sole discretion. If comments are enabled, you are responsible for any content you post, and you agree not to post any content that is illegal, obscene, defamatory, threatening or abusive. Opinions and views expressed by individuals as postings on our social media sites (if postings are permitted) do not necessarily represent the views of NCPAFCU or its Board of Directors, officers, employees or membership, and are not necessarily endorsed or supported by NCPAFCU. We reserve the right in our sole discretion to intercept your access to our social media sites, and/or to edit or remove any postings we believe are objectionable. The Credit Union makes no claims or promises about monitoring our social media sites for content that may be posted by third parties.

**All NCPAFCU Sites.** Subject to member agreements you may have with the Credit Union, we reserve the right to deny you access to our sites, and to change, replace or remove any and all parts of our website and/or the content of any of our social media sites at any time and at our sole discretion, all without providing notice to you. Any unauthorized use of this website, our social media sites, and/or the Credit Union’s systems and services, or any misuse of any information posted to any of our sites, is strictly prohibited.

#### **NO GUARANTEES OR WARRANTIES**

The information contained on this website and on our social media sites is for informational purposes only. The Credit Union takes reasonable measures to ensure the quality of the data and other information on its sites; however, technical inaccuracies and typographical errors may occur. We do not guarantee or provide any warranty, expressed or implied, as to the completeness, timeliness, accuracy or reliability of information on or available through our website or social media sites, and we are not responsible for any

actions you may take in reliance on that information. Information on our website and social media sites is provided to you “as is.” All warranties are disclaimed, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property or other violation of rights.

Your use of our sites, and any programs, systems or services therein, is at your own risk, and you agree not to hold us liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from any errors or omissions in the information; the unavailability or delay of any information; your use of the information or any conclusions you derive from it; or any damage to your computer or mobile device caused by any malfunctions or malware, such as viruses, worms, Trojan horses, ransomware, spyware, and other bugs. In no event shall the Credit Union be liable for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, resulting from loss of use, data or profits, whether or not you are advised of the possibility of damage, and on any theory of liability, arising out of or in connection with your use or the performance of this website and its available services, the content of our social media sites, or the information provided through or on our sites.

### **DISRUPTION OR UNAVAILABILITY OF OUR SITES**

Your ability to view and use this website and/or our social media sites may be unavailable, delayed, limited or slowed from time to time due to routine site maintenance or other reasons such as hardware failures (including failures of your own computer or mobile device), software failures, system capacities, interruptions of power supplies, actions of governmental authorities, governmental or regulatory restrictions, or other factors, some of which are beyond our control. We will not be liable for the unavailability of all or part of this website or our social media sites at any time.

### **THIRD-PARTY LINKS**

We may provide access to additional resources through our website and our social media sites in the form of hypertext links to relevant external sites and information controlled or offered by third parties (non-affiliates of the Credit Union). In addition, our social media sites may contain advertised links to third-party sites. We are not responsible for examining or evaluating the material or related products and services available through these links. We provide these links “as is,” and your use of them is at your own risk. We make no endorsements or warranties, either express or implied, as to the reliability, accuracy, or suitability of information obtained on any sites not controlled by the Credit Union.

If you leave this website or any of our social media sites via a link to a third-party site, you acknowledge and understand that the third-party site is governed by, and you are subject to, the security and privacy practices of the third-party host. The Credit Union does not warrant that such sites or content are free from any claims of copyright, trademark or other infringement of the rights of third parties. The Credit Union also does not warrant that such sites are free of malware or other contamination, and we are not responsible or liable for any direct or indirect technical or system issues or consequences arising out of your access to, or use of, third-party technologies or programs.

### **PROPRIETARY CONTENT AND TRADEMARKS**

Trade names, trademarks and service marks (collectively, “trademarks”) are the property of the trademark owner and are protected by United States intellectual property law. The Credit Union uses its own trademarks, such as the NCPAFCU logo, as well as a number of trademarks under license that belong to

State Employees' Credit Union ("SECU"). The following is a non-exclusive listing of SECU trademarks used on our sites: **SECU Life Insurance Company, FAT CAT, Zard, and CashPoints.**

The Credit Union may also display other third-party trademarks, in addition to SECU trademarks, on its sites. Trademarks not owned by NCPAFCU that appear on our sites are the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by NCPAFCU. The following is a non-exclusive list of third-party trademarks, whether registered or unregistered, which we may display on one or more of our sites:

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- FICO and FICO Score are trademarks of Fair Isaac Corporation.
- Apple, Apple Pay, Apple Watch, Apple Safari, Apple App Store, iPhone and iPad are registered trademarks and/or service marks of Apple, Inc.
- Android, Google, Google Chrome, Google Analytics, Google Play and Google Pay (or G Pay) are trademarks or registered trademarks of Google LLC.
- Samsung Pay is a registered trademark of Samsung Electronics Co.
- LG Pay is a registered trademark of LG Corp.
- Fitbit Pay is a trademark of Fitbit, Inc.
- Garmin and Garmin Pay are trademarks of Garmin Ltd. or its subsidiaries.
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- Mozilla and Firefox are trademarks of the Mozilla Foundation in the US and other countries.
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The content provided on our website and/or on our social media sites, and all trademarks, service marks, trade names, logos and related intellectual property used on our sites, are owned or licensed by the Credit Union unless otherwise indicated. No right, title, or interest in or to the website or our trademarks or of any content on any of our sites is transferred to you, and all rights not expressly granted are reserved by the Credit Union. Your use of this website or any of our social media sites does not give you any right to use our site contents or our trademarks unless we grant you these rights in a separate written agreement. Your unauthorized use of any materials on our sites will terminate your right to use our sites.

#### **PRIVACY: GATHERING, USING AND SHARING INFORMATION**

Information we collect about you through your online interactions with us may include information you input, such as your name, address, email address, other contact information, and data resulting from your activities, such as transaction information. We may also gather information such as the type of browser and device you are using, the IP address of your device, and other information associated with your device. Such information is gathered and collected through the use of cookies and other technologies.

A cookie is a small text file created and sent by our website and stored on the browser on your device. Cookies provide a way for our website to recognize you and keep track of your information and preferences. We use cookies and information gathered through their use to make your experience on our website more

personalized, based on the products or services you select or other interactions you have had with us. You may be able to set your browser to reject our cookies; however, if you do so, you may limit the functionality of our website.

Google Analytics™ is a digital analytics software. We use it on our websites to help us learn more about visitors to these sites, and gain better insights into how they use the sites, so we can maximize our site performance and improve the information and services we offer. We are required to disclose our use of Google Analytics, and provide you with access to information on how Google Analytics collects and processes data. You can access this information by clicking on the following third-party links:

<https://policies.google.com/technologies/partner-sites>

<https://support.google.com/analytics/answer/6004245>

We will only disclose or transfer information we gather and collect from you through our website in accordance with the Credit Union's privacy policies concerning your personal and account information. These policies are summarized in our Privacy Notice, a link to which can be found on our website at the bottom of our homepage. With respect to our social media sites, we follow the applicable privacy policies of our third-party hosts, and you are therefore also subject to their terms of service and privacy policies.

#### **ACCESSIBILITY STATEMENT**

The Credit Union is committed to ensuring the digital accessibility of our website for people with disabilities. We strive to improve the user experience for everyone, and we welcome your feedback on the accessibility of our website. Please let us know if you encounter any accessibility barriers by contacting us at 888.732.8562 or emailing us at [info@ncsecu.org](mailto:info@ncsecu.org).

#### **OTHER AGREEMENTS; GOVERNING LAW; MISUSE**

The terms and conditions set forth in this Terms of Use concerning our website are subject to any other agreements you have entered into with the Credit Union. Your access to and use of this website, and the terms of this Terms of Use, are governed by the laws of the State of North Carolina. Any use of this website not expressly permitted by this Terms of Use is a breach of our terms and conditions and may violate copyright, trademark, and other laws.

Ver. 1.1, 10-30-2020