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3RIVERS FEDERAL CREDIT UNION

Website Terms and Conditions of Use

Website Terms and Conditions of Use

Welcome to the Three Rivers Federal Credit Union (“3Rivers,” “we,” “our,” and “us”) website (“site”). This site is offered as a service to our members (“Members”). The following terms and conditions of use (“TOU”) set forth the basic rules that govern your use of the site.

Introduction

Please read these terms and conditions of use carefully before using this site. They govern your use of the site. If you do not agree to the terms stated below, you may not use the site. Your use of this site constitutes your knowledge, understanding, and acceptance of the TOU, and your agreement to be bound by the TOU and our [Online Privacy Policy](#). 3Rivers may change, edit, modify, delete, revise, or update the TOU or the Privacy Policy from time to time without notice, and your use of this site after any changes, edits, modifications, deletions, revisions, or updates are posted to the site constitutes your agreement to comply with the posted TOU and Privacy Policy.

We may withdraw or amend the site, the TOU, and any service or material we provide on the site, in our sole discretion without notice. We will not be liable if all or any part of the site is unavailable for any period of time. We may occasionally restrict access to all or some parts of the site for maintenance and updates, or as otherwise necessary.

Authorized Use

As a user of the site, you must:

- Be 13 years of age or older.
- Ensure that all persons who access the site through your internet connection are aware of the TOU and comply with them.
- Ensure that you do not access the site in locations that are prohibited under US law or regulation. These include laws and regulations issued by the Office of Foreign Assets Control.
- Comply with all laws applicable to your use of the site, and for all communications you send through the site.

To access the site or some of the resources it offers, you may be asked to provide certain registration information. It is a condition of your use of the site that the information you provide is correct, current, and complete. You agree that all information you provide is governed by our [Online Privacy Policy](#).

Prohibited Uses

In addition to other conditions as set forth in the TOU, you are prohibited from using the site or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of this site, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish (email fraud), pharm (web traffic redirection fraud), pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of this site, other websites, or the Internet. We reserve the right to terminate your use of the site for violating any of the prohibited uses.

Trademarks

The trademarks, trade names, trade dress, logos, and service marks (collectively, the “trademarks”) displayed on this site are the registered and/or unregistered trademarks of 3Rivers, or such third-party licensors that may own the displayed trademarks. Nothing contained on this site or in the TOU serves to grant to you, by implication or otherwise, any license or right to use any trademarks displayed on this site without the written permission of 3Rivers or such third-party licensors that may own the displayed trademarks.

Site Content and Copyright

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Site Status

Information presented on or through the site is made available solely for general information purposes. Products and services described, as well as associated fees, charges, interest rates, and balance requirements are subject to change without notice. To the extent allowed by law, we do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is entirely at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by visitors to the Website.

Third-Party Links

To the extent that the sites may allow third-party links, those links may direct you to third-party websites that are not affiliated with us and for which we have no control. 3Rivers does not guarantee the authenticity of documents on the Internet. Links to non-3Rivers websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such websites, or any representation regarding the content at such websites. 3Rivers is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions (“Third-Party Products”) made in connection with any third-party websites. Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Products should be directed to the third party.

Limitations on Liability

You acknowledge, by your use of this site: (1) that your use of this site is at your sole risk; and (2) that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment that you use in connection with your use of this site.

IN NO EVENT WILL 3RIVERS, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES ARISING FROM YOUR USE, OR INABILITY TO USE THE SITE. THIS INCLUDES ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES. THIS LIMITATION OF LIABILITY APPLIES TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CLAIMS RELATING TO, AMONG OTHER THINGS, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA. THESE DAMAGES MAY BE CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE RELATING TO THESE TOU OR THE SITE MUST BE COMMENCED

WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Disclaimer

The content provided on this site is provided “as is” and “with all faults.” 3Rivers makes no warranty or representation, either express or implied, as to its use, availability, content accuracy, appropriateness, or performance of this site. As a user, you assume all risks and responsibilities for its use or non-use and 3Rivers makes no representation that the content appearing on or downloaded from this site is compatible with your computer or free from error or viruses. No 3Rivers employee, agent, or representative is authorized to modify or amend this warranty. To the extent allowable by existing law, 3Rivers denies all other warranties, either expressed or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, concerning this site and its content. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. We reserve the right to alter or remove site content or suspend or terminate your use in any way, at any time, for any reason, without prior notification, and 3Rivers will not be liable in any way for possible consequences of that action.

Indemnification

You agree to indemnify and hold 3Rivers, its directors, officers, employees, agents, contractors, and affiliates harmless from and against any claims, damages, costs and expenses, including attorney’s fees, arising from or related to your use of this site or breach of the TOU.

Release

All users of this site acknowledge and agree that 3Rivers, its, officers, managers, and directors, as indemnified parties are released, discharged, and held harmless from any liability from third-party claims made in connection with your use of the site, including, without limitation, negligence, tort, breach of contract, wrongful death and personal injury, money damages, out-of-pocket and court costs, attorney’s fees, damage to property or reputation, including, without limitation, libel, defamation, right of publicity and invasion of privacy. 3Rivers reserves its right to all forms of equitable and legal relief related to fraud or illegal activity connected to the use of the site.

Termination

3Rivers may terminate the TOU at any time and may do so immediately without notice and, accordingly, refuse or terminate your access to the site, if, in 3Rivers’ sole discretion, you fail to comply with any term or condition of the TOU.

Choice of Law and Forum

These TOU are governed and construed by the laws of the State of Indiana, without regard to its conflicts of law rules. For all disputes arising out of or relating to this TOU, you submit to exclusive personal jurisdiction and venue of the federal or state courts located in Allen County, Indiana.

Notice and Consent to Electronic Communications

When you visit this site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be signed in writing.

Privacy Statement

3Rivers is committed to protecting the privacy of the visitors to this site. For information on how information is collected, used, or disclosed by 3Rivers in connection with your use of the site, please consult our [Online Privacy Policy](#), which is incorporated into the TOU by reference.

Severability

If any provision of the TOU is held by a court or other competent authority to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or modified. The remaining provisions of the TOU will continue in full force and effect. In case of conflict between any of the provisions of the TOU and any of the other specific terms of use or agreements, the specific terms of use and agreements of those sections shall govern only to the extent there is a conflict.

No other Agreements

The provisions and conditions of the TOU and the [Online Privacy Policy](#) constitute the entire agreement between you and 3Rivers related to the use of the site and supersedes any prior agreements or understandings not incorporated in the TOU.

Should you have any questions concerning the TOU, or if you desire to contact 3Rivers for any reason, please contact us at 1.800.825.3641 or digital@trfcu.org.