

**1. Definitions.** This SAFE Website Terms of Use Agreement ("Agreement") is the contract which covers your and SAFE's rights and responsibilities concerning use of SAFE Credit Union's Website, safecu.org, offered to you by SAFE Credit Union ("SAFE"). The words "credit union" "we," "us," and "our" mean SAFE Credit Union. The word "site" means SAFE's Website, safecu.org. The use of the terms "you" and "your" refer to the user(s) of our website.

**2. Terms & Conditions.** These terms and conditions are intended to constitute a binding agreement that conditions your use of this website. By accessing and using this website, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this website. If, after reading these terms and conditions, you continue to view SAFE's Website, or return thereafter, you agree to be bound by this agreement. SAFE reserves the right to change, modify, add, or remove any portion of this agreement in whole or in part, at any time, by posting the amended SAFE Website Terms of Use Agreement on our website. The terms and conditions shall automatically be effective at the time of posting. For questions regarding these terms and conditions, contact SAFE via live chat at safecu.org, call **(916) 979-7233** or **(800) SEE-SAFE**, or write to us at:

SAFE Credit Union  
2295 Iron Point Road, Suite 100  
Folsom CA 95630-8765

**3. Use & Restrictions.** This site is intended for use by members of SAFE Credit Union as well as non-members. SAFE does not grant permission to print, copy, reproduce, distribute, publicly display, publish, transmit, license, create derivative works from, alter, or modify materials, transfer, or sell anything obtained from this site. You agree that you will not use (or allow others to use) the site or any information contained on the site for any wrongful, unauthorized, or unlawful purposes.

**4. Representations & Warranties.** Information available on this site is produced by SAFE or is acquired from third-party sources believed by us to be accurate and reliable as of the date of our post. The information and materials contained as part of this website are provided on an "as is" and "as available" basis, without any warranties whatsoever regarding the nature or content (either when posted or as a result of the passage of time) of any material at this website, and without any representations or guarantees. All express and implied warranties are expressly excluded and disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. SAFE does not guarantee the accuracy, adequacy, or completeness of this information, and it expressly disclaims liability for errors or omissions in this information. In addition, SAFE makes no representations, warranties, or guarantees that this website will be secure, accessible continuously, and without interruption, or error free. To the extent that you might otherwise believe that any warranties, guarantees, or representations have been made to you, you hereby agree that such statements, whether made orally or in writing, are to be construed as merely nonbinding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties.

**5. Disclaimer of Liability.** In order to provide this service, SAFE will not accept liability for any conduct, acts, or omissions at this website or any losses you may incur. Under no circumstances shall SAFE be liable for any damages (including, without limitation, any direct, indirect, special, incidental, or

consequential damages), losses or expenses that arise in connection with the website, the use of the website, the inability of anyone to use the website, or for any claims by any third parties. SAFE shall also not be liable for any damages, losses, or expenses that arise in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure. SAFE Credit Union shall not be liable for such damages, losses, or expenses even though we or our representatives are advised of the possibility of such damages, losses, or expenses.

**6. Indemnification.** Your access privileges are conditioned on your adherence to the terms discussed in this agreement. If you violate any of the terms of this agreement, you agree that SAFE may deny you access to the website. You agree to indemnify, defend and hold harmless SAFE Credit Union and our shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) your failure to abide by or perform any obligation imposed upon you under this Agreement; (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence by you or any of your representatives involving use of the website; (c) your actions, omissions, or commissions or actions by anyone acting on your behalf; and (d) any transmission or instruction, whether or not authorized, acted upon by SAFE Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that SAFE Credit Union may participate in such defense and settlement with counsel of SAFE's own choosing at SAFE's own expense; however, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

**7. Website Information & Materials.** The information and materials provided at the SAFE Credit Union Website are subject to change without notice. The information provided is for informational purposes only and is not intended to provide specific financial, tax, accounting, or legal advice. SAFE encourages you to seek personalized advice from qualified professionals regarding specific financial, tax, accounting, or legal issues.

**8. Internal & External Hyperlinks.** SAFE provides internal and external (third-party) hyperlinks as a convenience to you and has no control over the content posted at third-party websites, nor does SAFE make any representation as to the content of these websites. Hyperlinks to third-party resources are to be used by you at your own risk. The content, accuracy, opinions expressed, and other links provided by these resources may not be investigated, verified, or monitored by SAFE, and such links are not endorsed by SAFE unless otherwise specifically stated. If you believe that SAFE has provided a hyperlink to a site that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask you to notify SAFE so that we may evaluate whether to disable the link to a specific site.

**9. Products & Services Offered.** This website and the products and services described or offered through the website can be amended in whole or in part or terminated at any time at the sole discretion of SAFE Credit Union. Users of the website shall have no right to expect the continuation of any part of the website nor any products and services that are described or offered through the Website. Some products and services may not be available in all geographic areas. Your eligibility for specific products and services is subject to qualifications established by SAFE at our sole discretion.

**10. Information Submitted Through SAFE's Website.** All information you submit to SAFE via the site will be considered to be the property of SAFE Credit Union, and SAFE Credit Union is free to utilize any information you submit for any purpose, subject to SAFE's Privacy Policy. Further, you understand that any transmission to or from this site is not confidential and may be read or intercepted by others. You agree that SAFE Credit Union will not be responsible to anyone for any damages arising out of or in connection with any e-mail or other electronic transmission sent to SAFE.

**11. License to Use Website.** Original material that SAFE Credit Union posts on this website is protected by intellectual property laws. You are hereby granted a non-exclusive license to use this website. You are also granted a limited license to print a copy of content posted at this website, but only for your personal use. Except as expressly provided herein, all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on SAFE Credit Union's website, electronic reproduction, adaptation, distribution, performance, or display is prohibited. Commercial use of any of the content of this website is strictly prohibited. You may not display this website in frames (or any of the content via links) without SAFE Credit Union's express written permission.

**12. Unsolicited E-mail, Spamming, & Spoofing.** You may not use this website to transmit unsolicited e-mail. You may not send unsolicited e-mail to this website or to anyone whose e-mail address includes the domain name used on this website. You may not use SAFE Credit Union's domain name as a pseudonymous return e-mail address for any communications which you transmit from another location or through another service. You may not pretend to be someone else or spoof another person's identity when using this website.

**13. Copyrights, Patents, & Trade Secrets.** SAFE Credit Union and any third-party vendors own all intellectual property rights such as copyrights, patents, trademarks, servicemarks, and trade secrets pertaining to the pages and screens displayed on the website.

**14. Third-Party Content Policy.** It is the policy of SAFE Credit Union not to tolerate any acts of intellectual property infringement or violations of U.S. law or to allow any child pornography or obscene or defamatory material to be posted on this website. SAFE will do our best, in good faith, to remove, disable, or restrict access to or the availability of material that, in our subjective view, is infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on SAFE to undertake, or refrain from undertaking, any particular course of conduct.

**15. No Waiver of Terms Allowed.** No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of SAFE Credit Union, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

**16. Jurisdiction & Governing Law.** You will be deemed to have agreed to the exclusive jurisdiction of the State and Federal courts of the State of California, U.S.A., for resolution of any dispute you may have relating to the goods or services offered or promoted herein, or to this agreement. The laws of the State of California will be applied to any disputes, regardless of where it is heard, and these terms and conditions are governed by the laws of the State of California (excluding its conflict of laws/rules).