

## Nebraska Energy Federal Credit Union Website Terms of Use

### I. GENERAL TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY, BY ACCESSING THIS SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS SITE.**

Our Site is intended to provide Members of Nebraska Energy Federal Credit Union easy access to information about Nebraska Energy Federal Credit Union (“NEFCU”). We grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information on the Site for your personal use, non-commercial purposes only. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer or sell anything obtained from this Site. You agree that you will not alter any Site information and will not use the Site or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorneys’ fees) incurred because of any such use.

NEFCU reserves the right to modify these Terms of Use at any time without notice. Any change to these Terms of Use will be effective upon posting of such updated Terms of Service on the Site. The most current version of the Terms of Use will be available to you by clicking the appropriate link on the Site. By continuing to access or use the Site after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use. **NEFCU reserves the right to modify or terminate your access to the Site in whole or in part, at any time.**

### II. ONLINE BANKING

Enrollment in and usage of Online Banking constitutes your understanding of, and agreement with, applicable requirements, including but not limited to requirements set forth herein. Upon enrollment in Online Banking, and periodically when logging into Online Banking, you will be presented with NEFCU’s Electronic Communications Disclosure and Consent (“ECD”). Online Banking is only accessible and available to Members who agree and consent to the ECD. By accepting the ECD you are indicating your consent to receive via electronic means any required communication from us, including but not limited to, tax statements and tax documents, required disclosures, and eStatements. We will send email notification of tax statement, tax documents, and periodic account statement availability to Online Banking users. Such user may access tax statements and tax documents, and eStatements by logging in to Online Banking.

### **III. PROTECTING YOUR PASSWORD AND ENSURING THE SECURITY OF YOUR DEVICE**

By applying for Mobile and Online Banking, you agree to accept responsibility for safeguarding and protecting your password, reset question and answer, challenge questions and answers, or any other credentials used to access Mobile or Online Banking. If you believe your password or other credentials have been lost or stolen, or that someone may attempt to use your Mobile or Online Banking Service without your consent or has transferred money without your permission, notify us at once.

You agree not to give or make available your password to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone whom you have provided such credential or allowed to use your Mobile or Online Banking Service, including any Bill Pay transactions.

In order to help prevent unauthorized transactions on Mobile and Online Banking, you also agree to ensure the security of the personal computer (PC) you own and/or use to access Online Banking, and of any mobile device you use to access Mobile Banking. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying the above security software has been installed and is current.

You agree that NEFCU may revoke Mobile or Online Banking if unauthorized Mobile or Online Banking occurs as a result of your negligence in safeguarding the password, reset questions and answer, and challenge questions and answers, or as a result of your negligence in ensuring the security of the PC you own and/or use to access Online Banking, as described above, or of the mobile device used to access Mobile Banking.

### **IV. REGISTRATION INFORMATION**

You may be invited to register at the Site to help us tailor services for your personal and business financial needs and to alert you of other products and services for you or your business. In registering, you agree to provide accurate, true, current, and complete information about you or your business as requested by the registration screens. As a convenience to you, a profile for you or your business may be created based on the registration information you provide.

### **V. PRIVACY**

We understand that you are concerned about privacy. For information about how we treat information you provide us through the Site, please see our Privacy Policy, which can be accessed by a separate link on the Site's home page.

## **VI. LINKS TO OTHER SITES**

The Site contains links to other sites. Some of the links from our Site will take you from the NEFCU Site to a third party or co-branded site where you may see the NEFCU logo as well as the logo of another service provider. Any information you provide these third party and co-branded sites is collected by the service provider. Each of these third party and co-branded sites have separate privacy statements. Please be aware that NEFCU cannot be responsible for the privacy practices or content of other sites. We also have links from our Site to fully branded service provider sites. As you view information on a fully branded site you will see a change in URL but the pages appear as NEFCU's and the service provider is not identified. All information collected on fully branded sites is used by NEFCU only and is not shared or used for any purpose other than processing your application and providing the requested service but may be transferred as part of an acquisition or an insolvency proceeding.

## **VII. FEEDBACK**

You agree that any and all suggestions, comments, and feedback that you submit at or via this Site in connection with any NEFCU products and services ("Feedback") shall be deemed to be non-confidential. NEFCU shall have no obligation to keep such Feedback confidential, except as otherwise specifically agreed or required by law. NEFCU also shall be free to use or exploit in any way and for any purpose any Feedback without any restriction of any kind. Such Feedback may include ideas for new or improved products or services, concepts, know-how, techniques, etc.

## **VIII. INTELLECTUAL PROPERTY**

All marks and logos related to the Service(s) are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service(s) or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service(s), that portion of the NEFCU website, the technology related to the NEFCU website and any and all technology and any content created or derived from any of the foregoing is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the NEFCU website shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to use, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right, and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from, and distribute such materials or incorporate such

materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## **IX. ASSIGNMENT**

You may not transfer or assign any rights or obligations you have under this Agreement to any party, person or entity without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **X. EXCLUSIONS OF WARRANTIES**

THE NEFCU WEBSITE, THE SITE AND SERVICE(S) AND RELATED DOCUMENTATION ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE(S), AND OPERATION OF THE NEFCU WEBSITE AND THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR SERVICE.

## **XI. INFORMATION ACCURACY**

All information is either generated by us or is obtained from sources believed by us to be accurate and reliable as of the date posted on the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a website from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provides any representations or warranties regarding the Site or any information on it.

## **XII. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless NEFCU, their directors, officers, employees, agents, successors, and assigns from and against all losses, liabilities,

damages, claims and expenses, including attorney fees, arising out of, relating to, or resulting from your violation of these Terms of Use or misuse of the Site, including such violation or misuses conducted by your employee or agent.

### **XIII. REMEDIES**

If we have reason to believe that you have engaged in any prohibited or unauthorized activities or have otherwise breached your obligations, we may terminate, suspend, or limit your access to or use of the Site and/or the Service(s); notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Service(s) to you in the future; and/or take legal action against you. In addition, in our sole discretion, reserve the right to terminate access to the Site, and/or use of the Service(s) for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to us under, by law or otherwise.

### **XIV. GOVERNING LAW AND FORUM FOR DISPUTES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.