



## Website Terms of Use Agreement

### 1. Terms and 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 Yolo Federal's Website, or return thereafter, you agree to be bound by this agreement. Yolo Federal 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 Yolo Federal Credit Union 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 Yolo Federal via live chat at [YoloFCU.org](https://www.yolofcu.org), call (530) 668-2700, or write to us at:

Yolo Federal Credit Union  
P.O. Box 657  
Woodland, CA 95776-0657

### 2. Use & Restrictions

This site is intended for use by Yolo Federal Credit Union members as well as non members. Yolo Federal 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.

### 3. Representations & Warranties

Information available on this site is produced by Yolo Federal Credit Union 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. Yolo Federal Credit Union 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, Yolo Federal Credit Union 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 non-binding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties.

#### **4. 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 Yolo Federal Credit Union may deny you access to the website. You agree to indemnify, defend and hold harmless Yolo Federal 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 Yolo Federal 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 Yolo Federal Credit Union may participate in such defense and settlement with counsel of Yolo Federal Credit Union's own choosing at Yolo Federal Credit Union'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).

#### **5. Disclaimer of Liability**

In order to provide you with this service, Yolo Federal Credit Union is unable to accept liability for any conduct, acts, or omissions at this web site or any losses you may incur. In no event shall Yolo Federal Credit Union 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 web site, the use of the web site, or the inability of anyone to use the web site, or for any claims by any third parties. Yolo Federal Credit Union 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. Yolo Federal Credit Union shall not be liable for such damages, losses, or expenses even though it or its representatives are advised of the possibility of such damages, losses, or expenses.

#### **6. Website Information & Materials**

The information and materials provided at the Yolo Federal 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. Yolo Federal Credit Union encourages you to seek personalized advice from qualified professionals regarding specific financial, tax, accounting, or legal issues.

#### **7. 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 Yolo Federal 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 Yolo Federal Credit Union at our sole discretion.

### **8. Internal & External Hyperlinks**

Yolo Federal Credit Union provides links to external sites for the convenience of its members. By continuing to these external sites, you will be directed to an external website owned and operated by a third party. These external websites are not controlled by Yolo Federal Credit Union and Yolo Federal Credit Union makes no representation or warranty, express or implied, to the user concerning the information, content, presentation, accuracy or opinion of these sites or the quality, safety, or suitability of any software found on these sites. The [privacy policies](#) of Yolo Federal Credit Union do not apply to external sites and users should consult the privacy policies on these sites for further information.

### **9. Third-Party Content Policy**

It is the policy of Yolo Federal 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. Yolo Federal Credit Union 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 Yolo Federal Credit Union to undertake, or refrain from undertaking, any particular course of conduct.

### **10. Information Submitted Through The Website**

All information you submit to Yolo Federal Credit Union via the site will be considered to be the property of Yolo Federal Credit Union, and Yolo Federal Credit Union is free to utilize any information you submit for any purpose, subject to Yolo Federal Credit Union'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 Yolo Federal 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 Yolo Federal Credit Union.

### **11. License to Use Website**

Original material that Yolo Federal 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 Yolo Federal 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 Yolo Federal Credit Union's express written permission.

**12. Unsolicited E-mail, Spamming, & Spoofing.**

You may not use this website to transmit unsolicited email. 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 Yolo Federal 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**

Yolo Federal Credit Union and any third-party vendors own all intellectual property rights such as copyrights, patents, trademarks, service marks, and trade secrets pertaining to the pages and screens displayed on the website.

**14. 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 Yolo Federal Credit Union, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

**15. 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).