



Website Terms of Use Agreement

CoastHills Federal Credit Union maintains this website as a service to our members. This website Terms of Use Agreement (“Agreement”) governs your use of the CoastHills Federal Credit Union website (“website” or “site”). Please read this Agreement carefully. We invite you to print a copy of this Agreement and retain for your records. You may also request that a copy of this Agreement be mailed to you by calling (800) 262-4488.

Definitions

For the purposes of this Agreement, the terms “we,” “us,” “our,” and “credit union” refer to CoastHills Federal Credit Union and any agent, independent contractor, designee, or assignee CoastHills Federal Credit Union may in our sole discretion, involve in the provision of the website. “You” or “your” refers to the person using the website, including without limitation others you permit to use the website.

Terms and Conditions

This Agreement specifies the terms and conditions which 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 Agreement’s terms and conditions. If you do not agree to the terms and conditions, do not access this website. If, after reading these terms and conditions, you continue to view CoastHills Federal Credit Union’s website, or return thereafter, you agree to be bound by this Agreement. CoastHills Federal Credit Union 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 CoastHills 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 CoastHills Federal Credit Union at (805) 733-7600, toll-free at (800) 262-4488 or write to us at:

CoastHills Federal Credit Union
PO Box 8000
Santa Maria, CA 93456-8000

Privacy

Your visit to our website is also governed by our Privacy Policies. Please review our Privacy Policies at [INSERT LINK].

Use and Restrictions

This website is intended for use by members of CoastHills Federal Credit Union as well as non-members. CoastHills Federal Credit Union 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 website. You agree to comply with all applicable laws regarding your use of the website. You agree that you will not use (or allow others to use) the website or any information contained on the website for any wrongful, unauthorized, or unlawful purposes.

Intended Audience

This website is not intended for children under the age of 13.

Ownership

All content included on this website is and shall continue to be our property, or, if applicable, the property of its content suppliers, and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this website.

Disclaimer of Representations and Warranties

You agree that use of this website is at your sole risk. 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 of the content (either when posted or as a result of the passage of time) of any material on this website, and without any representations or guarantees. All express and implied warranties of any kind are expressly excluded and disclaimed, including, but not limited to, statutory warranties, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. CoastHills 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. Additionally, CoastHills 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 nonbinding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties.

Disclaimer of Liability

You agree that in no event shall CoastHills Federal Credit Union, its officers, directors, employees or agents, be liable to you for any damages (including but not limited to direct, indirect, incidental, special, punitive, or consequential damages), losses or expenses that arise in connection with the website and website services, the use of the website, the inability of anyone to use the website, or for any claims by any third parties, whatsoever, for any reason, including those resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, or any other losses or expenses of any nature whatsoever, resulting from your access to and use of our services, (iii) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure, (iv) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (v) any interruption or cessation of transmission to or from our services, (vi) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, (vii) any errors or omissions or deletions in any content, and/or (viii) for any loss or damage of any kind incurred as a result of your use of and content posted, emailed, transmitted, or otherwise made available via the website or website services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the CoastHills Federal Credit Union has been advised of the possibility of such damages.

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 CoastHills Federal Credit Union may deny you access to the website. You agree to indemnify, defend and hold harmless CoastHills Federal Credit Union and our member 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 CoastHills 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 CoastHills Federal Credit Union may participate in such defense and settlement with counsel of CoastHills Federal Credit Union's own choosing at CoastHills Federal Credit Union's own expense; however, you shall have no authority to settle any claim against any Indemnified Party without prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

Website Information and Materials

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

Internal and External Hyperlinks

CoastHills Federal Credit Union 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 CoastHills Federal Credit Union make any representation as to the content of these websites. Hyperlinks to third-party resources are to be used at your own risk. The content, accuracy, opinions expressed, and other links are not endorsed by CoastHills Federal Credit Union unless otherwise specifically stated. If you believe that CoastHills Federal Credit Union has provided a hyperlink to a website that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask you to notify CoastHills Federal Credit Union so that we may evaluate whether to disable the link to a specific website.

Products and 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 CoastHills 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 CoastHills Federal Credit Union at our sole discretion.

Information Submitted Through CoastHills Federal Credit Union's Website

All information you submit to CoastHills Federal Credit Union via the website will be considered the property of CoastHills Federal Credit Union, and CoastHills Federal Credit Union is free to utilize any information you submit for any purpose, subject to CoastHills Federal Credit Union's privacy policy. Further, you understand that any transmission to or from this website is not confidential and may be read or intercepted by others. You agree that CoastHills Federal Credit Union will not be responsible to anyone for any damages arising out of or in connection with any email or other electronic transmission sent to CoastHills Federal Credit Union.

License to Use Website

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

Unsolicited Email, Spamming and Spoofing

You may not use this website to transmit unsolicited email. You may not send unsolicited email to this website or to anyone whose email address includes the domain name used on this website. You may not use CoastHills Federal Credit Union's domain name as a pseudonymous return email 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.

Copyrights, Patents, Trademarks, and Trade Secrets

CoastHills Federal 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. Unless expressly permitted, any copying, redistribution, use or publication by you of any such content or any part of the website is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this website.

Third-Party Content Policy

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

No Waiver of Terms Allowed

The failure of CoastHills Federal Credit Union to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. 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 CoastHills 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.

Jurisdiction and 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).

Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

Termination

We may terminate this Agreement at any time, with or without notice, for any reason.

Relationship of Parties

Nothing contained in this Agreement, or your use of the website shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such.

Entire Agreement

This Agreement represents the entire agreement between you and CoastHills Federal Credit Union for the website's terms and use. This Agreement governs the terms and conditions of your use of the website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CoastHills Federal Credit Union with respect to this website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy(ies)), guidelines, or rules that may apply when you use the website. We may revise this Agreement at any time by updating this Agreement and posting it on our website. Accordingly, you should visit the website and review this Agreement periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the terms of this Agreement signifies and confirms your acceptance of any such changes or amendments to the Agreement.