

# **BOEING EMPLOYEES' CREDIT UNION ("BECU") WEBSITE TERMS OF USE**



We are pleased to provide the BECU Internet site in the domain [www.becu.org](http://www.becu.org) ("Site") and BECU Online Banking Internet site in the domain [onlinebanking.becu.org](http://onlinebanking.becu.org) ("Online Banking"). All are provided subject to the following terms and conditions. (Please read them carefully, as any use of the Site or Online Banking constitutes your agreement to all of them, including but not limited to our Privacy Notice. If you do not agree, please exit the Site at this time.

## **SITE USAGE**

### **Use Restrictions: Your Indemnification**

Our Site is intended to provide members of BECU ("you") easy access to information about BECU, ("BECU," "we" or "us"). 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.

### **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 in to Online Banking, you will be presented with BECU'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 EDC 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. You may opt-out of receiving electronic communication by visiting us in person or by contacting us at 1-800-233-2328.

## **GENERAL TERMS APPLICABLE TO ALL USERS**

### **Privacy**

We understand that you are concerned about privacy. For information about how we treat information that you provide us through the Site, please see our Privacy Notice, which is incorporated into these Terms and Conditions.

### **Information Accuracy—No Warranties**

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 in it.

The Site and all information is provided "AS IS" and with all faults, and we make no representations and disclaim all implied warranties of every kind, including warranties or any duties (if any) as to accuracy, timeliness, completeness, suitability, availability, merchantability and fitness for any particular purpose, or lack of negligence or viruses. We do not provide any warranty against infringement or of quiet enjoyment, and make no express warranties.

### **Links to Other Sites**

The Site contains links to other sites. Some of the links from our Site will take you off the becu.org site to a third party or co-branded site where you may see the BECU logo as well as the logo of another service provider. Any information you provide to 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 BECU cannot be responsible for the privacy practices or content of other sites. We also have links from becu.org to fully branded service provider sites. As you view information on a fully branded site you will see a change in the URL but the pages appear as BECU's and the service provider is not identified. All information collected on fully branded sites is used by BECU 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.

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## **Computer Virus Information**

It is possible to contract a computer virus or other malicious code by using the Internet or materials downloaded from it. We cannot assure you that the Site and any software or other information downloaded from it will be virus or problem free and disclaims any liability (if any) for viruses and similar problems. We attempt to keep our site virus free, but cannot assure you that our efforts will always be successful.

## **No Incidental or Consequential Damages**

To the full extent allowed by applicable law, you agree that neither we nor any of our affiliates will be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, that arise out of or are related to the Site, or any use of it or information in it, even if we have been advised of the possibility of such damages. This exclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort products liability.

## **Limitation on Damages and Exclusive Remedy**

You agree that your recovery for any allowable damages will be limited to those that you incur in actual reliance and shall be limited, at our election, to: (1) a refund of any amount (if any) you paid for information from the Site or for any use that caused a problem or (2) correction or replacement of the information. Any failure or unconscionability of any remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages, and you expressly agree that those limitations and exclusions are independent of the performance of any or all agreed remedies. All limitations will apply to all legal and equitable theories, including but not limited to contract, tort and products liability.

## **Changes and Availability**

We reserve the right to change these Terms and Conditions from time to time without prior notice to you. Each time you visit our Site, you agree to check for changes to Terms and Conditions. Your use of the Site constitutes your agreement to these Terms of Use. We also reserve the right to terminate the Site or your license, make access unavailable, and change the Site content, with or without reason or notice at any time.

## **WASHINGTON LAW, FORUM, STATUTE OF LIMITATIONS, ETC.**

This agreement is governed by the laws of the State of Washington, U.S.A. You consent to the jurisdiction and venue of the courts in King County, WA, in all disputes arising out of or relating to the Site, any use of it or any information in it. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any other reason, please contact us immediately. If you feel compelled to bring a lawsuit or other proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of these Terms and Conditions declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.