

## **Terms and Conditions of Use of Hampton Roads Educators' Credit Union's Website**

Hampton Roads Educators' Credit Union ("Credit Union") requires that all visitors to our website (the "Site") adhere to the following terms and conditions. Accessing the site or viewing any of its content shall constitute your acknowledgement of and agreement with these terms and conditions. If you do not agree, please exit the Site at this time.

### **Website Content/Use of Information and Materials**

This website has been established by the Credit Union for the sole purpose of conveying information about the Credit Union's products and services and to allow communication between the Credit Union and its members. Information that appears on this website should be considered an advertisement. Nothing contained in any page on this Site takes the place of the Credit Union's agreements and disclosures that govern its products and services. If any information on the Site conflicts with that in the Credit Union's agreements and disclosures, the agreements and disclosures will control. Your eligibility for particular products and services is subject to our final determination and approval. The information and material contained on the Site and this agreement may be changed from time to time by posting the new Terms & Conditions on the website. All users agree to be subject to this agreement as it changes from time to time.

### **Copyright/Trademarks**

All information, including designs, content and images, contained on the Site is owned by Hampton Roads Educators' Credit Union or CUconnections and/or licensed to Hampton Roads Educators' Credit Union or CUconnections. All information and content including software programs available on or used to operate the Site ("Content") is proprietary to the respective owners. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the Marks or Content available on or through the Site for commercial or public purposes.

### **No Warranties**

The Credit Union makes no warranties of any kind regarding the products and services advertised on this Site. The Credit Union will use reasonable efforts to ensure that all information displayed is accurate; however, the Credit Union expressly disclaims any representation and warranty, express and implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, suitability, and the ability to use the Site without contracting a computer virus. The Credit Union is not responsible

for any loss, damage, expense, or penalty (either in tort, contract, or otherwise), including direct, indirect, consequential, and incidental damages, that result from the access of or use of this Site. This limitation includes, but is not limited to the omission of information, the failure of equipment, the delay or inability to receive or transmit information, the delay or inability to print information, the transmission of any computer virus, or the transmission of any other malicious or disabling code or procedure. This limitation applies even if the Credit Union has been informed of the possibility of such loss or damage.

### **Linked Internet Sites**

From time to time the Credit Union may place links to other websites on the Credit Union's webpages. The Credit Union has no control over any other website and is not responsible for the content on any site other than this one. You should be aware that linked sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on our Site. We are not responsible for such provisions, and expressly disclaim any and all liability related to such provisions. Users assume all responsibility when they go to other sites via the links on this website.

### **Secure Area Access/Data Transmission**

A user can only access secure areas of the Site with a valid password related to accounts held by the Credit Union. Because of the Site security system, should a user attempt to access a secure area more than five times using an invalid user ID or password, that user will be locked out of the secure areas of the Site. To regain access to the secure areas, user must contact Member Services at 757-838-0707.

Unauthorized individuals attempting to access secure areas of the Site may be subject to prosecution. To ensure information remains confidential, the Credit Union uses encryption technology, such as Secure Socket Layer (SSL), to protect information you enter and submit from our website.

### **Email Security**

Regular Internet email is not secure. You should never provide information that is sensitive or confidential such as your social security number, account number, or PIN through unsecured email. We ask that you do not send personal or account information through regular email.

### **Violations of Rules and Regulations**

We reserve the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular Internet address to the Site.

### **Cookies**

A cookie is a small piece of information that a website stores directly on the computer you are using. Cookies may contain a variety of information, from a simple count of how often you visit a website, to information which allows customization of a website for your use. The Credit Union uses cookies to gather data about the usage of our website and to ensure that you have access to your account information. Anytime a cookie is used, personal information is encrypted for our use only and is protected from third-party access (a cookie cannot be read by a website other than the one that sets the cookie).

### **Jurisdiction/Governing Law**

This agreement and the use of this website are governed by the laws of the Commonwealth of Virginia.

### **Card Management**

The card management feature is offered by HRECU (referred to herein as “CardHub”, “us”, “we” or “our”) for use by HRECU cardholders. HRECU’s card management feature is intended to allow You to initiate certain payment card related activities for Your enroll HRECU card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to HRECU and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services MAY require internet access and that You accept additional terms and conditions applicable thereto, including, with respond to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps). Html and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google To the extent the card management feature allows You to access third party services, HRECU and those third parties, as applicable, reserve the

right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with You via push notification, SMS, and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts. HRECU reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in HRECU's card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control and Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands, Notifications of Events may not be available to be sent to Your mobile device in all areas.