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DOCFCU may also offer promotions, sweepstakes, contests, services, or features that have their own terms, and to the extent any portion of those special terms conflict with these TOU, the special terms will govern for that specific portion.

The Site and Apps are intended for adults 18 years of age or older. By accessing the Site or Apps, you represent that you are 18 years of age or older.

### **The DOCFCU.org Site**

The purpose of the Site and Apps is to offer information on and enrollment for its various banking services including, but not limited to, checking and savings accounts, online and mobile banking, investment planning for retirement, and a variety of loan services.

Information contained on the Site and Apps is provided for educational and informational purposes only. You agree that you will only use the Site and/or Apps for their intended purposes, and not for other commercial ventures without first seeking approval from DOCFCU. The information on the Site and Apps is not meant to provide financial or investment counseling or advice services. You should consult a licensed professional for financial or investment counseling or advice services.

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You may not use any part of the Site and/or Apps to establish any independent data files, databases, compendiums, or any other reference materials.

### **TOU Changes**

DOCFCU reserves the right to modify these TOU at any time without prior notice. You should visit the Site and/or Apps from time to time to review the current TOU. By using the Site or Apps subsequent to any modification of these TOU, you agree to be bound by such modification(s). DOCFCU will highlight any change to these TOU for 30 days after such change(s) is/are made.

DOCFCU does not represent that any content on the Site or Apps is completely accurate, and therefore any reliance on the Site or Apps is done at your own risk.

### **User Generated Content**

The Site and/or Apps may allow you to upload your own user generated content (“UGC”) in certain areas.

Any UGC you upload/post on or through the Site or Apps is done on a non-proprietary and non-confidential basis, and you agree that DOCFCU has a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display any UGC for the purpose of operating and/or marketing the Site, Apps, or any related services offered on or through the Site or Apps. This license includes any right of publicity rights that may be present in the UGC.

DOCFCU is not required to treat any UGC as confidential.

You further agree that you will not upload/post to the Site or Apps any UGC that infringes the rights, including but not limited to, intellectual property, privacy, publicity, or contract rights of some other person or entity. You shall be solely liable for any damages, royalties, or fees resulting from any infringement of rights or any other harm resulting from any UGC you upload/post.

You further represent and warrant that: (i) you own all right, title, and interest, including the intellectual property rights, to any UGC uploaded/posted by you to the Site and/or Apps or you have been granted

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**DOCFCU reserves the right to comply and cooperate with any and all legal requirements, legal authorities, and/or law enforcement entities regarding the investigation of, or request to disclose, information related to your UGC. You waive and hold harmless DOCFCU from any claims resulting from any action taken by DOCFCU or law enforcement during or as a result of DOCFCU's investigation related to your UGC or your use of the Site and/or Apps.**

DOCFCU reserves the right to refuse, delete, or edit any UGC without cause and without notice for any or no reason including, but not limited to, for any action that DOCFCU determines is inappropriate or disruptive to the Site or Apps or to any other user of the Site or Apps.

DOCFCU is under no duty to, and does not represent it will, monitor, edit, and/or remove any UGC.

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### **Links to Third Party Sites And Other Interaction**

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DOCFCU may also allow interaction between the Site and/or Apps and other third party services such as Facebook, Twitter and other social media sites or applications. This may include "Like" buttons or other interactions through third party buttons or plugins on the Site or Apps that when used, may allow you to share content from the Site, Apps or other content with other persons on or through the third party sites or elsewhere. Please consult the privacy policies of these third party services before using them to make sure you are comfortable with the level of sharing. DOCFCU has no control over these third party services and you use these interaction functions at your own risk. DOCFCU is in no way liable for any harm to you as a result of using one of these interaction functions.

### **Other Prohibited Conduct**

In connection with your access to and/or use of the Site, Apps and/or any goods or services offered on or through the Site or Apps, you agree not to:

- Violate any federal, state, or local laws or regulations.
- Upload/post anything that imposes an unreasonable or disproportionately large strain on DOCFCU's network or computer infrastructure.
- Engage in any behavior that is designed to hack into or gain unauthorized access to protected areas of the Site, Apps, DOCFCU's computers, servers or networks, and/or any computers or systems used by other users of the Site or Apps.
- Upload/post anything that could destroy, damage, or impair any portion of the Site and/or Apps or any computers, systems, hardware, or software used by DOCFCU or other users.
- Make unauthorized attempts to modify any information stored on the Site or Apps.
- Make attempts to defeat or circumvent security features, or to utilize the Site or Apps for any purpose other than their intended purposes.
- Discuss, incite, or promote illegal activity.

- Upload/post any unsolicited or unauthorized advertising, promotional materials, spam emails, chain letters, pyramid schemes, or any other form of such solicitations.
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Site or Apps.
- Use the Site or Apps to send spam or unsolicited bulk email.
- Provide false or misleading information when signing up for an account on the Site or Apps, or otherwise upload/post any false or misleading information or content through the Site or Apps.

The previous list of prohibitions is not exclusive. DOCFCU reserves the right to terminate your access to the Site, Apps and/or any related goods or services offered on or through the Site or Apps for any reason.

### **Indemnity**

You agree to indemnify, defend and hold harmless DOCFCU, including its officers, directors, employees, affiliates, agents, licensors, representatives, attorneys, and business partners (“Indemnified Parties”), from and against any and all claims, demands, losses, costs, damages, liabilities, judgments, awards, and expenses (including attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages) DOCFCU or any of the Indemnified Parties suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to your use of the Site, Apps and/or any goods or services offered on or through the Site or Apps, your breach of these TOU, the use of the Site or Apps by any person using your password, or any violation of an applicable law or regulation by you. Your indemnification obligation shall survive the termination of these TOU.

### **Password/Username Protection**

In order to perform certain actions on the Site or Apps, you will need to set up a user account with a user name and password. You are responsible for maintaining the confidentiality of your password and user name, and agree to notify DOCFCU if your password is lost, stolen, disclosed to an unauthorized party, or otherwise may have been compromised. You are responsible for all activities that occur under your user account. You may only set up one user account, and must do so in your own name. You agree to immediately notify DOCFCU at 202-808-3600 of any unauthorized use of your user account or any other breach of security in relation to the Site or Apps known to you. If DOCFCU suspends or terminates your user account under these TOU, you acknowledge that all information and content associated with such account will no longer be available to you.

You may cancel your user account at any time by contacting DOCFCU at 202-808-3600 or [service@docfcu.org](mailto:service@docfcu.org).

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IF YOU ARE DISSATISFIED WITH THESE TOU, THE SITE OR THE APPS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND/OR APPS.

IF YOU ARE DISSATISFIED WITH ANY GOOD OR SERVICE OFFERED ON OR THROUGH THE SITE AND/OR APPS, TO THE EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND/OR APPS.

ALL PROVISIONS IN THESE TOU ARE APPLICABLE TO THE EXTENT PERMITTED BY LAW.

### **U.S. Geographic Limitation**

DOCFCU operates the Site and Apps from its headquarters in the United States, and the Site and Apps are intended only for users within the United States. If you use the Site or Apps outside the United States, you are responsible for following your applicable local laws and determining, among other things, whether your use of the Site or Apps violates any of those local laws. By using the Site and/or Apps, you agree and acknowledge that information about you, including personally identifiable information, may be transmitted to, processed in, and stored in the United States.

### **Comments & Feedback**

In compliance with your rights under California Civil Code § 1789.3, you have the right to contact DOCFCU with any complaints or to seek additional information. You may email DOCFCU at [service@docfcu.org](mailto:service@docfcu.org). You may also call 202-808-3600. For any physical documents, you may send mail to DOCFCU Compliance - PO Box 14720 Washington, DC 20044.

If California users have any questions or complaints about DOCFCU, they may also contact The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired persons may call (916) 928-1227 or (800) 326-2297 via TTY device.

### **Privacy Policy**

Your use of the Site and Apps is governed by the Privacy Policy for the Site and Apps located at \_\_\_\_\_ . The Privacy Policy is incorporated by reference into these TOU.

### **Miscellaneous**

You acknowledge that the opinions and recommendations contained on the Site and/or Apps are not necessarily those of DOCFCU nor endorsed by DOCFCU. **ANY RELIANCE ON ANY OPINIONS OR RECOMMENDATIONS OFFERED ON THE SITE AND/OR APPS IS DONE AT YOUR RISK.**

DOCFCU is not responsible for any harm or damages of any kind that may occur to you due to any glitches, hacks, breaches or any other unauthorized access to DOCFCU's computer or network systems, including any DOCFCU hardware or devices, that may or may not result in the disclosure of any personal information you provided to us.

**DOCFCU does not guarantee or promise that any opinions and/or recommendations on the Site or Apps are accurate or will be helpful to any issue you may have.**

**You agree that DOCFCU is not liable** to you or anyone else for any harm that might arise as a result of using and/or implementing in any manner any of the opinions or recommendations found on the Site or Apps.

**YOU AGREE THAT** any and all disputes relating to these TOU, the Site and/or Apps, and/or any goods or services offered on or through the Site and/or Apps, are governed by, and will be interpreted in accordance with, the laws of The District of Columbia, without regard to any conflict of laws provisions.

**You hereby irrevocably and unconditionally consent to** submit to the exclusive jurisdiction of the courts of the District of Columbia (USA) for any litigation arising out of or relating to these TOU or the use of the Site and/or Apps.

**YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO** waive any objection to the venue of any such litigation in the District of Columbia courts.

**YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE** not to plead or claim in any District of Columbia court that such litigation brought therein has been brought in an inconvenient forum.

If any part of these TOU is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these TOU, all of which will remain in full force and effect to the extent permitted by law.

These TOU constitute the entire agreement of the parties with respect to the Site and/or Apps, and supersede all prior communications, promises and proposals, whether oral, written, or electronic, between you and DOCFCU, with respect to the Site and/or Apps.

If you violate any portion of these TOU, DOCFCU reserves the right, without an obligation to do so, to deny you access to the Site and/or Apps and/or remove any UGC you may have posted/uploaded on or through the Site or Apps. If DOCFCU terminates your access to the Site or Apps, DOCFCU may also delete your user account. DOCFCU has the right to terminate any password-restricted account for any reason.

DOCFCU's failure to enforce any portion of these TOU is not a waiver of such portion.

The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and any other relevant language that is meant to remain in effect after these TOU end shall survive the termination of these TOU.



DOCFCU reserves the right, without notice or reason, to take down or terminate the Site and/or Apps, or otherwise revoke any and all access granted to you related to the Site and/or Apps. You agree that DOCFCU is not liable to you or any other third party for this action.

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***-DOCFCU Compliance PO Box 14720 Washington, DC 20044***

***-service@docfcu.org***

***-202-808-3600***