

## **TERMS OF USE**

### **Website and Social Media Accounts**

State Employees' Credit Union ("SECU" or the "Credit Union") is a North Carolina credit union that is federally insured by the National Credit Union Administration and is an Equal Housing Opportunity lender. This Terms of Use governs your access to and use of this website and the social media accounts we manage on various social media platforms (our "social media sites"). As used below, the words "we," "us" and "our" refer to the Credit Union. The words "you" and "your" refer to the users of the Credit Union's website and/or social media sites, whether or not a user is a member of SECU.

The provisions in this Terms of Use are subject to change. When changes occur, they will be incorporated into this Terms of Use as it is updated periodically on this website, and they will be effective immediately. Your continued access to and use of this website and/or any of our social media sites (collectively, our "sites") will be construed as your acceptance of such changes. It is your responsibility to check this page frequently so that you are aware of such changes, as they will be binding on you.

**This Terms of Use contains an Arbitration Provision, which will affect your rights in the event of a dispute. Please read the Arbitration Provision carefully. Your continued access to and use of this website and/or any of our sites will be construed as your acceptance of the Arbitration Provision.**

#### **YOUR ACCESS TO AND USE OF OUR SITES**

**SECU Website.** This website, including its contents, features and functionalities, is owned by SECU, which grants you a limited, nonexclusive, revocable right to access and use the website for your own personal purposes only. Use of the website and the materials contained within for any commercial purpose or for any public display (commercial or non-commercial) is strictly prohibited.

**SECU Social Media Sites.** We manage our presence on our social media sites and may allow or prohibit the posting of comments on the pages of these sites in our sole discretion. If comments are enabled, you are responsible for any content you post, and you agree not to post any content that is illegal, obscene, defamatory, threatening or abusive. Opinions and views expressed by individuals as postings on our social media sites (if postings are permitted) do not necessarily represent the views of SECU or its Board of Directors, officers, employees or membership, and are not necessarily endorsed or supported by SECU. We reserve the right in our sole discretion to intercept your access to our social media sites, and/or to edit or remove any postings we believe are objectionable. The Credit Union makes no claims or promises about monitoring our social media sites for content that may be posted by third parties.

**All SECU Sites.** Subject to member agreements you may have with the Credit Union, we reserve the right to deny you access to our sites, and to change, replace or remove any and all parts of our website and/or the content of any of our social media sites at any time and at our sole discretion, all without providing notice to you. Any unauthorized use of this website, our social media sites, and/or the Credit Union's systems and services, or any misuse of any information posted to any of our sites, is strictly prohibited.

#### **NO GUARANTEES OR WARRANTIES**

The information contained on this website and on our social media sites is for informational purposes only. The Credit Union takes reasonable measures to ensure the quality of the data and other information on its sites; however, technical inaccuracies and typographical errors may occur. We do not guarantee or provide any warranty, expressed or implied, as to the completeness, timeliness, accuracy or reliability of information on or available through our website or social media sites, and we are not responsible for any

actions you may take in reliance on that information. Information on our website and social media sites is provided to you “as is.” All warranties are disclaimed, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property or other violation of rights.

Your use of our sites, and any programs, systems or services therein, is at your own risk, and you agree not to hold us liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from any errors or omissions in the information; the unavailability or delay of any information; your use of the information or any conclusions you derive from it; or any damage to your computer or mobile device caused by any malfunctions or malware, such as viruses, worms, Trojan horses, ransomware, spyware, and other bugs. In no event shall the Credit Union be liable for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, resulting from loss of use, data or profits, whether or not you are advised of the possibility of damage, and on any theory of liability, arising out of or in connection with your use or the performance of this website and its available services, the content of our social media sites, or the information provided through or on our sites.

### **DISRUPTION OR UNAVAILABILITY OF OUR SITES**

Your ability to view and use this website and/or our social media sites may be unavailable, delayed, limited or slowed from time to time due to routine site maintenance or other reasons such as hardware failures (including failures of your own computer or mobile device), software failures, system capacities, interruptions of power supplies, actions of governmental authorities, governmental or regulatory restrictions, or other factors, some of which are beyond our control. We will not be liable for the unavailability of all or part of this website or our social media sites at any time.

### **THIRD-PARTY LINKS**

We may provide access to additional resources through our website and our social media sites in the form of hypertext links to relevant external sites and information controlled or offered by third parties (non-affiliates of the Credit Union). In addition, our social media sites may contain advertised links to third-party sites. We are not responsible for examining or evaluating the material or related products and services available through these links. We provide these links “as is,” and your use of them is at your own risk. We make no endorsements or warranties, either express or implied, as to the reliability, accuracy, or suitability of information obtained on any sites not controlled by the Credit Union.

If you leave this website or any of our social media sites via a link to a third-party site, you acknowledge and understand that the third-party site is governed by, and you are subject to, the security and privacy practices of the third-party host. The Credit Union does not warrant that such sites or content are free from any claims of copyright, trademark or other infringement of the rights of third parties. The Credit Union also does not warrant that such sites are free of malware or other contamination, and we are not responsible or liable for any direct or indirect technical or system issues or consequences arising out of your access to, or use of, third-party technologies or programs.

### **PROPRIETARY CONTENT AND TRADEMARKS**

Trade names, trademarks and service marks (collectively, “trademarks”) are the property of the trademark owner and are protected by United States intellectual property law. The following is a non-exclusive listing of State Employees’ Credit Union’s trademarks used on our sites: **State Employees’ Credit Union, State Employees’ Credit Union *There Is a Difference!*, SECU Life Insurance Company, SECU\*RE, CUIS, FAT CAT, Zard, and CashPoints.**

The Credit Union may also display third-party trademarks on its sites. Trademarks not owned by SECU that appear on our sites are the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by SECU. The following is a non-exclusive list of third-party trademarks, whether registered or unregistered, which we may display on one or more of our sites:

- Visa, Visa Gift Card, Visa Checkout, Visa Credit Card, Visa Account Updater, Visa Zero Liability, Visa Secure, Visa Secure Remote Commerce (Visa SRC) and PLUS Network are trademarks of Visa International Service Association and used under license.
- FICO and FICO Score are trademarks of Fair Isaac Corporation.
- Apple, Apple Pay, Apple Watch, Apple Safari, Apple App Store, iPhone and iPad are registered trademarks and/or service marks of Apple, Inc.
- Android, Google, Google Chrome, Google Analytics, Google Play and Google Pay (or G Pay) are trademarks or registered trademarks of Google LLC.
- Samsung Pay is a registered trademark of Samsung Electronics Co.
- Garmin and Garmin Pay are trademarks of Garmin Ltd. or its subsidiaries.
- Microsoft, Microsoft Edge and Internet Explorer are trademarks of Microsoft Corp.
- Mozilla and Firefox are trademarks of the Mozilla Foundation in the US and other countries.
- Adobe and Acrobat Reader are trademarks of Adobe Systems Incorporated in the U.S. and other countries.
- Maestro is a trademark of Mastercard® U.S.

The content provided on our website and/or on our social media sites, and all trademarks, service marks, trade names, logos and related intellectual property used on our sites, are owned or licensed by the Credit Union unless otherwise indicated. No right, title, or interest in or to the website or our trademarks or of any content on any of our sites is transferred to you, and all rights not expressly granted are reserved by the Credit Union. Your use of this website or any of our social media sites does not give you any right to use our site contents or our trademarks unless we grant you these rights in a separate written agreement. Your unauthorized use of any materials on our sites will terminate your right to use our sites.

## **PRIVACY: GATHERING, USING AND SHARING INFORMATION**

Information we collect about you through your online interactions with us may include information you input, such as your name, address, email address, other contact information, and data resulting from your activities, such as transaction information. We may also gather information such as the type of browser and device you are using, the IP address of your device, and other information associated with your device. Such information is gathered and collected through the use of cookies and other technologies.

A cookie is a small text file created and sent by our website and stored on the browser on your device. Cookies provide a way for our website to recognize you and keep track of your information and preferences. We use cookies and information gathered through their use to make your experience on our website more personalized, based on the products or services you select or other interactions you have had with us. You may be able to set your browser to reject our cookies; however, if you do so, you may limit the functionality of our website.

Google Analytics™ is a digital analytics software. We use it on our websites and our Mobile App to help us learn more about visitors to these sites, and gain better insights into how they use the sites, so we can maximize our site performance and improve the information and services we offer. We are required to disclose our use of Google Analytics, and provide you with access to information on how Google Analytics collects and processes data. You can access this information by clicking on the following third-party links:

<https://policies.google.com/technologies/partner-sites>

<https://support.google.com/analytics/answer/6004245>

We will only disclose or transfer information we gather and collect from you through our website in accordance with the Credit Union's privacy policies concerning your personal and account information. These policies are summarized in our Privacy Notice, a link to which can be found on our website at the bottom of our homepage. With respect to our social media sites, we follow the applicable privacy policies of our third-party hosts, and you are therefore also subject to their terms of service and privacy policies.

## **ACCESSIBILITY STATEMENT**

The Credit Union is committed to ensuring the digital accessibility of our website for people with disabilities. We strive to improve the user experience for everyone, and we welcome your feedback on the accessibility of our website. Please let us know if you encounter any accessibility barriers by contacting us by phone at 888.732.8562 or emailing us at [info@ncsecu.org](mailto:info@ncsecu.org).

## **OTHER AGREEMENTS; GOVERNING LAW; MISUSE**

The terms and conditions set forth in this Terms of Use concerning our website are subject to any other agreements you have entered into with the Credit Union. Your access to and use of this website, and the terms of this Terms of Use, are governed by the laws of the State of North Carolina, except that the Arbitration Provision is governed by the Federal Arbitration Act. Any use of this website not expressly permitted by this Terms of Use is a breach of our terms and conditions and may violate copyright, trademark, and other laws.

## **ARBITRATION**

**If a Claim, as defined in the “Disputes Subject to Arbitration” subsection below, is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.**

**General.** This Arbitration Provision describes when and how a Claim (as defined in the “Disputes Subject to Arbitration” subsection below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons (the “arbitrator”) instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the “award”), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

**Governing Law.** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law.

**Special Definitions.** Solely for purposes of this Arbitration Provision, “we,” “us,” and “our” mean (1) State Employees' Credit Union, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors and agents; (2) any provider of services covered under this Terms of Use or any servicer of an account we manage; and (3) any other third party that you name along with us as defendants in a single proceeding.

**Disputes Subject to Arbitration.** You or we may elect to have “Claims” arbitrated rather than resolved in court. The term “Claim” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Terms of Use or your use of our sites. “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; and (4) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to your access to or use of our sites. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

**Disputes Not Subject to Arbitration.** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Terms of Use, as a whole, is for the arbitrator, not a court, to decide.

In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

**Starting or Electing Arbitration.** You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator’s rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

**Choosing the Administrator.** The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association (“AAA”), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org); or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), [www.jamsadr.com](http://www.jamsadr.com). You can obtain a copy of the administrators’ rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator’s rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years

of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

**Jury Trial Waiver.** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

**Class Action Waiver.** ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

**Location and Costs of Arbitration.** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Terms of Use or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

**Law Applied by the Arbitrator.** The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

**Right to Discovery.** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

**Arbitration Award and Right of Appeal.** At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

**Rules of Interpretation.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) any termination, denial, suspension or revocation of your access to our sites, (2) any discontinuance, change, replacement, removal, disruption, unavailability or inaccessibility of any of our sites, or (3) any bankruptcy to the extent permitted by applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Terms of Use, on the other hand, this Arbitration Provision shall govern.

**Severability.** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

**Notice and Cure.** Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, you or we, as applicable, shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to any address you provided in connection with your account (or any updated address you subsequently provide), or by any other reasonable method if you have not provided an address. Any Claim Notice to us shall be sent by mail to Credit Union, Attn: CLAIM NOTICE, P.O. Box 28327, Raleigh, NC 27611 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your account (if any) and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

Ver. 2.2, 11-30-2022