



## 1. Agreement to terms of usage as prerequisite to using the Web site ("[orionfcu.com](http://orionfcu.com)") of the Orion Federal Credit Union

The Orion Federal Credit Union (referred to as "us" or "we") provides the [orionfcu.com](http://orionfcu.com) site and various related services (together referred to as this "site") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

By completing the registration process and/or using this site, you agree to be bound by these terms of use. If you do not wish to be bound by these terms of use, please exit the site now. Your remedy for dissatisfaction with this site, or any products, services, content, or other information available on or through this site, is to stop using the site and/or those particular products or services. Your agreement with us regarding compliance with these terms of use becomes effective immediately upon commencement of your use of this site.

These Terms of Use are effective as of April 2016. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

## 2. Description of Services

We make various services available on this site including, but not limited to Internet Banking, Financial Calculators, Loan and Deposit Applications, Mortgage Applications, etc. Fees for the various services are set out in the membership and service fees described elsewhere in this site. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

### **3. Intellectual Property Information**

Copyright © 2016 Orion Federal Credit Union – All Rights Reserved.

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of us or our Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties.

Trademarks appearing on this site, including but not limited to the Orion Federal Credit Union Logo, are the property of their respective owners may not be reproduced without their owners' express permission. The design and layout of this site is protected as trade dress and may not be copied or imitated in whole or in part. Violations of our or our Affiliate's trademark rights may result in severe civil and criminal penalties.

### **4. Permissible uses of site materials**

This site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from this site.

### **5. Disclaimer of all express and implied warranties**

We do not make any representation about the accuracy or suitability of any information, representation, image, graphic, content, product or service contained on or accessible through this site; all information, representations, images, graphics, content, product and services are provided "AS IS" and without any warranty of any kind.

With regard to all information, representations, images, graphics, content, product and services contained on or accessible through this website, we hereby disclaims all express and implied warranties of any type, including but not limited to warranties of merchantability and fitness for a particular purpose.

## **6. Limitation on liability for damages**

We are not liable for any special, indirect, consequential or punitive damages resulting from the viewing of, usage of and/or reliance on any information, representations, images, graphics, content, product and services contained on or accessible through this website; we are not liable for these damages, regardless of whether an action is brought in tort or contract and regardless of whether you warned us of the possibility of such damages.

## **7. Disclaimer of responsibility for errors and omissions in website materials**

This website may include technical inaccuracies or typographical errors. We do not warrant the accuracy of any of the information, content, services, images, graphics, products, or representations appearing on this website.

## **8. Disclaimer of responsibility for material posted at other "linked" sites.**

There are links on this site that allow you to leave this site and to visit other websites that are not under our control or direction. Accordingly, we are not and cannot be held liable or responsible for the content, services, images, graphics, products, or representations of any linked website. We cannot and do not guarantee, represent or warrant that the content contained in those linked websites is accurate, legal and inoffensive, or that those sites do not contain viruses or will not otherwise adversely affect your computer. We provide links to these other websites solely as a convenience to you. Our inclusion of any link does not imply our sponsorship, endorsement, affiliation, or approval of the linked website.

## **9. Requirement of indemnification for damage caused by website visitors.**

As a condition of your use of this site, you warrant to us that you will not use our site for unlawful purposes or in ways that are prohibited by these terms of usage or that could damage or disable the site or interfere with any other party's use and enjoyment of this site. You agree to indemnify and hold us and our officers, agents and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this site.

## **10. Governing Law and Venue**

This site (excluding any linked sites) is controlled by us from our offices within the State of Tennessee, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Tennessee, by accessing this site both of us agree that the statutes and laws of the State of Tennessee, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the state and federal courts located in Memphis, Tennessee with respect to such matters.

## 11. Notices

All notices to a party shall be in writing and shall be made via conventional mail. Notices to us must be sent to the attention of Member Connect at Orion FCU, 7845 Highway 64, Memphis, TN 38133. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

## 12. Children's Online Privacy Protection Act

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

## 13. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## 14. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance,

war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

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