

## **Legal Notice**

These terms and conditions (“Terms”) govern your access to, and use of, the website (the “Website”) owned, operated or provided by or on behalf of 1st Choice Savings and Credit Union Central Alberta Ltd. (“Credit Union”). As used in these Terms, “you” and “your” refers to you, the person accessing the Website; “we” means (and “us”, “our”, “ours” and “ourselves” refer to) 1st Choice Savings and Credit Union; and “party” or “parties” refers to both you and us. The effective date of these Terms is when you accept same, in accordance with the below.

By accessing and using this website you are signifying your acceptance of and, agreement to comply with and be bound by, these Terms, and all applicable laws and regulations. If you do not agree with these Terms, you have no right or license to access the Website and you should refrain from accessing or using the Website, its contents, or obtaining documents or information from the Website. 1st Choice Savings and Credit Union may, in its sole discretion, revise these Terms at any time without advance notice to you, and such revisions will be effective as of the date these revisions or updates (or an updated version of these Terms) is posted to the Website. Your continued use of the Website after such updates are posted will signify your agreement to the revised Terms.

### **Right of Access and Intellectual Property**

Subject to these Terms, you are granted a limited personal, non-exclusive, non-transferable, revocable license to access, view and use the Website, including a limited license to download, print and store single copies of content (other than source code) from the Website, for your personal use, provided that you maintain all copyright and other notices contained in such items and you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover, any source code, in the Website. Any and all rights not expressly granted to you are reserved by 1st Choice Savings and Credit Union, and these Terms do not confer to you a proprietary interest in the Website or any content of the Website.

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### **Third Party Services and Content**

Your use of the Website may rely on or link to services and products which are offered by third parties (“Third Party Services”). 1st Choice Savings and Credit Union has no responsibility to you for anything third parties do (or fail to do) and we provide no warranties or guarantees regarding third parties or Third Party Services. Your use of Third Party Services may be subject to specific terms and conditions which are set by those third parties.

1st Choice Savings and Credit Union may make third parties’ content and materials (“Third Party Content”) available to you through the Website. 1st Choice Savings and Credit Union making available such Third Party Content does not constitute an endorsement or recommendation, and 1st Choice Savings and Credit Union is not responsible for any reliance you may place on Third Party Content. 1st Choice Savings and Credit Union makes no warranties or representations as to any Third Party Content and shall have no liability for it. Any opinions or statements made by third parties are those of such third parties, and do not necessarily state or reflect 1st Choice Savings and Credit Union’s views.

1st Choice Savings and Credit Union is not responsible for the privacy practices, or content, of third party websites and services. 1st Choice Savings and Credit Union encourages its users to be aware when they leave the Website, and to read the terms of use and privacy statements of the websites that they may link to or access. You should evaluate the security and trustworthiness of any other website connected to the Website or accessed through the Website yourself, before disclosing any personal information or personal data to it. 1st Choice Savings and Credit Union will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information or data.

### **Disclaimer**

The Website and Content is provided “as is”, on an as-available basis, and without warranties or conditions of any kind, either expressed or implied, including without limitation any implied warranties of merchantability, merchantable quality, fitness for a particular purpose, title, or non-infringement. 1st Choice Savings and Credit Union does not warrant that the Website or Content contained in this Website will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components.

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### **Limitation of Liability**

EXCEPT TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL 1ST CHOICE SAVINGS AND CREDIT UNION, OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND/OR DIRECTORS, BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, ANY INACCURACY, INCOMPLETENESS OR INCORRECTNESS CONTAINED IN THE CONTENT OR MATERIALS DISPLAYED, ACCESSED OR USED AS PART OF THE WEBSITE, OR YOUR RELIANCE OR ACTING UPON THE CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL CUMULATIVE LIABILITY OF 1ST CHOICE SAVINGS AND CREDIT UNION (OR ANY OTHER PERSON) IN CONNECTION WITH THESE TERMS AND THE WEBSITE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF \$5.00 CDN. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THIS LIMITATION REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT 1ST CHOICE SAVINGS AND CREDIT UNION WOULD NOT AGREE TO THESE TERMS WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

### **Indemnity**

You agree to defend, indemnify and hold harmless 1st Choice Savings and Credit Union, its employees, agents, officers and directors from and against any and all claims, damages, obligations, judgments, losses, liabilities, costs or debt, attorney's fees and other expenses arising from, incurred as a result of, or in any manner related to: (i) your use of and access to the Website or the Content; (ii) your breach of these Terms; (iii) your violation of any law or third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that you did not have the right to provide any content or that the content you provided caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Website.

## **Applicable Laws**

You may not use the Website or the Content for any illegal or unauthorized purpose.

1st Choice Savings and Credit Union is physically located within the Province of Alberta, Canada. These Terms will be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract, without reference to the principles of conflicts of law. In the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta.

## **Internet Connectivity and Compatible Technology**

The availability and functioning of the Website depend on the availability of a properly functioning Internet connection, as well as compatible hardware and software. 1st Choice Savings and Credit Union is not responsible for ensuring uninterrupted access to the Internet or any charges you incur, in association with your use of the Internet, nor is 1st Choice Savings and Credit Union responsible for ensuring your hardware and software are compatible with the Website and its features. You acknowledge that your access to and use of the Website may be impaired or prevented by factors beyond 1st Choice Savings and Credit Union's control (such as issues with your computer system or Internet connectivity), and that 1st Choice Savings and Credit Union is not responsible for any such factors, or their effects.

## **Acceptable Use**

Without limiting anything else in these Terms, you must not use (or cause or permit to be used) the Website:

- in any way that causes, or may cause, damage to the Website, or impairment of the availability or accessibility of the Website;
- in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- to post, transmit, or otherwise make available any material that is or may be: (a) threatening, harassing, degrading, hateful, or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic, or otherwise objectionable; or (e) non-compliant with applicable privacy legislation or an infringement of another person's privacy, including without limitation by disclosing the personal information or data of another individual without their knowledge and consent;
- to post, transmit, or otherwise make available, any material that may violate: a) Credit Union's proprietary rights; or b) the proprietary rights of any third party, including, without limitation, copyrighted software, photographs, texts, videos or artwork or any moral rights associated therewith;
- for any commercial purposes other than those which are expressly set out in these Terms;

- to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- to conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to the Website without 1st Choice Savings and Credit Union's prior express written consent;
- to impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- to engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information;
- to attempt to gain (or gain) unauthorized access to other computer systems through the Website, or to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website; or
- in a manner which is otherwise contrary to these Terms.

Any use of the Website which is contrary to these Terms may result in the immediate termination of your use of the Website by 1st Choice Savings and Credit Union.

1st Choice Savings and Credit Union reserves the right to monitor your use of the Website to determine if you are complying with these Terms, and the right, in its sole discretion, to terminate your access to the Website.