# Terms of Service

The Portland Local 8 FCU Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Portland Local 8 FCU Web Site constitutes your agreement to all such terms, conditions, and notices.

## Modification of These Terms of Use

Portland Local 8 FCU reserves the right to change the terms, conditions, and notices under which the Portland Local 8 FCU Site/Services are offered. You are responsible for regularly reviewing these terms and conditions and additional terms. Your continued use of the Portland Local 8 FCU Site/Services constitutes your agreement to all such terms, conditions, and notices.

#### Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Portland Local 8 FCU 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, software, products or services obtained from the Portland Local 8 FCU site.

### Links to Third Party Sites

The Portland Local 8 FCU Site/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of Portland Local 8 FCU and Portland Local 8 FCU is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Portland Local 8 FCU is not responsible for web casting or any other form of transmission received from any Linked Site nor is Portland Local 8 FCU responsible if the Linked Site is not working appropriately. Portland Local 8 FCU is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Portland Local 8 FCU of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the Portland Local 8 FCU Site/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Portland Local 8 FCU shall not be responsible or liable for any part of any such dealings or promotions.

### No Unlawful or Prohibited Use

As a condition of your use of the Portland Local 8 FCU Site/Services, you will not use the Portland Local 8 FCU Site/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Portland Local 8 FCU Site/Services in any manner, which could damage, disable, overburden, or impair any Portland Local 8 FCU Site/Service(s) (or the network(s) connected to any Portland Local 8 FCU Site/Service(s)) or interfere with any other party's use and enjoyment of any Portland Local 8 FCU Site/Service(s). You may not attempt to gain unauthorized access to any Portland Local 8 FCU Site/Service, other accounts, computer systems or networks connected to any Portland Local 8 FCU Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Portland Local 8 FCU Sites/Services.

# Materials Provided To Portland Local 8 FCU

Portland Local 8 FCU does not claim ownership of the materials you provide to Portland Local 8 FCU (including feedback and suggestions) or post, upload, input or submit to any Portland Local 8 FCU Site/Service or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Portland Local 8 FCU, its affiliated companies and necessary sublicenses permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. Portland Local 8 FCU is under no obligation to post or use any Submission you may provide and Portland Local 8 FCU may remove any Submission at any time in its sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the

rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

# Software & Content Available Through the Portland Local 8 FCU Web Site

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THE Portland Local 8 FCU SITES/SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Portland Local 8 FCU SITE/SERVICES.

Service Contact: CU@PDX8FCU.COM

#### Termination/Access Restriction

Portland Local 8 FCU reserves the right, in its sole discretion, to terminate your access to the Portland Local 8 FCU Site/Services and the related services or any portion thereof at any time, without notice. Portland Local 8 FCU may also terminate or suspend your access to Portland Local 8 FCU Site/Service(s) for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by Portland Local 8 FCU. The amount of time that Portland Local 8 FCU currently considers as an "extended" period of time may be viewed in the FAQ relating to the particular service. Upon termination of the Portland Local 8 FCU Site/Service, your right to use the Portland Local 8 FCU Site/Service immediately ceases. Portland Local 8 FCU shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

### Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volont é expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

#### General

The laws of the State of Oregon, U.S.A, govern this agreement. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Oregon, U.S.A. in all disputes arising out of or relating to the use of the Portland Local 8 FCU Site/Services. Use of the Portland Local 8 FCU Site/Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Portland Local 8 FCU as a result of this agreement or use of the Portland Local 8 FCU Site/Services. You agree to indemnify and hold Portland Local 8 FCU, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Portland Local 8 FCU Site/Services. Portland Local 8 FCU reserves the right to disclose any personal information about you or your use of the Portland Local 8 FCU Site/Services, including its contents, without your prior permission if Portland Local 8 FCU has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Portland Local 8 FCU or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. Portland Local 8 FCU's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Portland Local 8 FCU's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Portland Local 8 FCU Site/Services or information provided to or gathered by Portland Local 8 FCU with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Portland Local 8 FCU with respect to the Portland Local 8 FCU Site/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Portland Local 8 FCU with respect to the Portland Local 8 FCU Site/Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.