



TCU – Website Terms of Use.

Teachers Credit Union • 110 S. Main Street, P.O. Box 1395, South Bend IN, 46601 • (800) 552-4745 • tcunet.com

These terms of use (“Terms”) are entered into by and between any individual, entity, or a party-in-interest (“you”) that visits tcunet.com (the “Website”), and Teachers Credit Union (“TCU”, “we” or “us”). The Website and affiliated web pages owned by TCU, or an authorized third party, provides users with information concerning TCU’s products and services (collectively, the “Services”). TCU provides the Website to you subject to the Terms, which may be updated from time to time without notice. The Terms govern your access to and use of the Website, including any content, functionality and Services offered on or through, whether as a guest or a registered user. Your use of the Website and affiliated websites is governed by these Terms. In addition, when using particular third-party TCU services, you may be subject to additional terms and conditions, which are incorporated by reference into the Terms.

1. Acceptance of Agreement

Please read the Terms carefully before you start to use the Website. By using the Website, using the Services offered through the Website, or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by the Terms, and our Privacy Policy, found at <https://www.tcunet.com/Privacy-Statement>, which is incorporated herein by reference. If you do not want to agree to the Terms or the Privacy Policy, you must not access or use the Website.

In consideration of your use of the Website and the Services, you represent and warrant that you are of legal age to form a binding contract and are not prohibited from receiving Services under the laws of your jurisdiction. You also agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Services’ registration forms (such information being the “Client Data”) and (b) maintain and promptly update the Client Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or TCU has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, TCU has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

2. Changes to the Terms of Use

We may revise, update, add to, or delete from, the Terms from time to time at our sole discretion. Unless otherwise stated, all changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the Terms will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

3. Modifications to Services

TCU reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that TCU will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

4. Changes to Services, Rates or Fees

TCU reserves the right, at its sole discretion, and subject to applicable law, to make any necessary updates, modifications, and adjustments at any time to Services’ descriptions, rates, or fees without prior notice. TCU endeavors to provide content on the Website and affiliated sites that is current and accurate. Errors and misprints may occur. TCU reserves the right to reject, correct, cancel, or terminate any order for Services for which the price was incorrectly displayed or where TCU displayed erroneous or inaccurate information regardless of the stage of an order’s processing, including after an order has been submitted. TCU is not obligated to provide the Services based on errors or misprints on our Website.

5. Privacy

Member or user data and certain other information about you are subject to our Privacy Policy as set forth at <https://www.tcunet.com/Privacy-Statement>. You understand that through your use of the Services, you consent to the collection, use and disclosure of this information, only as permitted by our Privacy Policy, including the transfer of this information to the United States and/or other countries for storage, processing, and use by TCU and its affiliates as necessary to provide the Services to you.

6. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any Service or material we provide on the Website, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.



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If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time at our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

7. Authorized use of Materials on Website

All information and material and content published or accessible through the Website is protected by copyright, trademark and other intellectual property and proprietary rights and laws. All such Website content ("Content") is copyrighted by TCU, except where indicated otherwise. Certain names, words, titles, phrases, logos, icons, graphics, designs, or other content on the Website are trade names or trademarks owned by TCU or third parties, and may not be used without permission. You may not modify, copy, distribute, transmit, display, perform, reproduce, or use for commercial purposes any information or Services obtained from the Website without proper authority from TCU, except as expressly stated above.

8. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with the Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the WCAG AA Content Standards

- <https://www.w3.org/TR/WCAG21/>
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate TCU, a TCU employee, another user or any other person or entity including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm TCU or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

9. Posting Content

When interacting with TCU via the Website, you agree to provide only true and accurate Client Data, or general information not considered to include Client Data (collectively herein with Client Data, "User Contributions"). Further, you understand that providing confidential information via email or public discussion boards on this, or any other Web site is an unsafe practice. You understand that you are solely responsible for all User Contributions you transmit over the internet using this Website provided by TCU. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.



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- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not TCU, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

10. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the WCAG AA Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for TCU.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE ANY CAUSE OF ACTION AGAINST TCU, AND HOLD TCU AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY THIRD PARTY CLAIMS, OR ANY ACTION BY LAW ENFORCEMENT OR ANY OTHER GOVERNMENTAL AUTHORITY.**

However, we cannot/do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

11. Links to Third Parties

Links to third-party websites from the Website are meant for convenience only. TCU does not review or control these third-party websites and is not responsible for any third-party websites or the content of those sites. Inclusion of any linked website does not imply approval or endorsement of the linked website by us. Linking to any other site is at your own sole risk and TCU will not be responsible or liable for any damages associated with linking.

12. Disclaimer

TCU and its employees, agents, affiliates, partners, and suppliers provide all Content and Services available through the TCU and its affiliates websites “as is”, without warranties, representations, and conditions of any kind, whether express or implied. TCU makes no representation, warranty or guarantee of the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the site, the Services, or of any Content the site. The Website, the Content, and the Services are provided to you strictly on an “as is” basis. Except as specifically set forth in this agreement, all conditions, representations and warranties regarding the Website, the Content, and the Services, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantable quality, merchantability, fitness for a particular use or purpose, or non-infringement of third party rights, are disclaimed to the maximum extent permitted by applicable law by TCU. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TCU HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



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13. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TCU, NOR ANY OF ITS PARTNERS, ASSOCIATES, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER SITE USER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR OTHER ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE POSTING OR NON-POSTING OF DOCUMENTS AND INFORMATION, THE DESIGN, FUNCTIONALITY OR USE OF THE WEBSITE, THE RELIANCE ON ANY STATEMENT OR ADVICE FROM ANY OTHER USER OF THE WEBSITE, OR INABILITY TO GAIN ACCESS TO OR USE THE WEBSITE OR ANY PART THEREOF OR TO ANY DOCUMENTS AND INFORMATION, OR OUT OF ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED.

14. Indemnification

You agree to indemnify and hold TCU, its affiliates, partners, attorneys, staff, and each of their respective directors, officers, employees, consultants, agents, and suppliers harmless from any costs or damages or any kind, including reasonable legal fees, arising from a claim or demand pertaining to your use of the Content or Services, breach of these Terms, or your violation of any rights of another, except to the extent where you can show that such costs or damages were caused by TCU.

15. Website Availability

TCU is a state-chartered credit union based in South Bend, Indiana, United States. The Website is not intended to be used by you in any jurisdiction or country outside of the United States, and TCU makes no claims that the Website or any of its Content is accessible or appropriate outside of the United States. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Applicable federal and state laws of the United States shall govern your use of this Website. If you are a non-U.S. resident, these laws may not provide the same level of protection as the laws of the country of your residence.

16. Severability of Clauses

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Subheadings used in the Terms are not to be used to construe or interpret the Terms.

17. Entire Agreement

The Terms, or other terms herein incorporated by reference, constitute the entire agreement between you and TCU, and govern your use of the Website, Content, and the Services, superseding any prior agreement, whether oral or written. You shall be subject to additional terms and conditions that may apply when you use or purchase certain Services, affiliate services, third-party content, or third-party software.

18. Waiver

The failure of TCU to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. A waiver on one or any such occasion shall not be constructed as a bar or waiver of any rights or remedies on future occasions.

19. Non-Transferable

This Agreement is not transferable by you in any way and may not be assigned to any third party without our written consent. TCU may transfer this agreement to a third party without notice to you.

20. No Third-Party Rights

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

21. Forum Choice

The Terms and the relationship between you and TCU shall be governed and construed by the laws of the State of Indiana and the applicable laws of the United States, without regard to its conflict of laws provisions. You hereby consent and submit to the personal and exclusive jurisdiction of the courts of the State of Indiana located in South Bend, county of St Joseph, in any action or dispute related to the Terms.

22. Arbitration and Class Action Waiver

At TCU's sole discretion, it may require you to submit any disputes arising from the use of these Terms or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Indiana law.

To the extent allowed by law, you agree to irrevocably waive any right you may have to a trial by jury or other court trial (other than small claims court) or to serve as a class representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit, class arbitration, consolidation of individual arbitrations, or other proceeding filed against us and/or related third parties.