

WEBSITE TERMS OF SERVICE

Effective: September 22, 2023

Welcome to Veridian Credit Union, Veridian Fiscal Solutions, Veridian Group, and Veridian Insurance (collectively, “**Veridian**,” “**we**,” “**us**,” “**our**”) website, located at www.veridiancu.org, veridianfiscalsolutions.org, and forms.veridianfiscalsolutions.org (the “**Sites**”), any related apps that Veridian may provide, together with all products and services Veridian may offer from time to time via Veridian’s website and/or related apps, Veridian’s related social media sites and pages (for example, Facebook, Instagram, Twitter, and LinkedIn), or otherwise through your interactions with Veridian (the Sites, apps, products, services, and social media pages, collectively, the “**Services**”) are subject to the terms and conditions stated herein (“**Agreement**”). Please read this Agreement carefully before using the Services.

Your use of the Services through any mobile application software is subject to the additional terms set forth in our online banking terms which are incorporated herein and can be found at <https://www.veridiancu.org/terms-of-service>.

THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE END USER (ON BEHALF OF YOURSELF, OR YOUR COMPANY OR ORGANIZATION), AND VERIDIAN. BY ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THIS WEBSITE. YOUR USE OF THE SERVICES MEANS THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT.

We reserve the right to modify, alter or update this Agreement at any time, without prior notice, by posting any such modified, altered or updated version of this Agreement on the Services. All such modifications, alterations and updates will become effective immediately upon posting. We encourage you to check this page each time you visit the Sites or use the Services. Except as otherwise expressly stated by us, any use of the Services is subject to the version of this Agreement in effect at the time of use. Your continued use of the Services after any modifications, alterations or updates are made to this Agreement constitutes your acknowledgement and acceptance of such changes. You must be at least 18 years old to open an account through Services.

GENERAL TERMS AND CONDITIONS

Unless otherwise noted, the Services are intended for personal, noncommercial purposes only. You agree to use the Services only for lawful, noncommercial purposes and in compliance with all international, federal, state and local laws.

INTELLECTUAL PROPERTY RIGHTS

The Services, and all of its contents, including without limitation, text, photographs, images, illustrations, graphics, video material, audio material, music, software, logos, titles, characters, names, graphics and button icons, (collectively “**Proprietary Material**”), are or may be protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Proprietary Material is owned or controlled by us or by other parties that have provided rights thereto to us.

You may not, and agree that you will not, unless authorized by Veridian, use, publish, reproduce, display, distribute, or modify the Proprietary Material or any portion thereof, for any purpose or by any means, method, or process. Modification of the materials appearing on the Sites, through your use of the Services, or use of such materials for any other purpose is a violation of our copyright and other proprietary rights.

TRADEMARKS

Our name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Veridian or our licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Sites are the trademarks of their respective owners.

PRIVACY

We have developed a Privacy Notice <https://www.veridiancu.org/webres/File/online-privacy-policy.pdf> in order to inform you of our practices with respect to the collection and processing of your information. By using the Services, you agree to the Privacy Notice, the terms of which are incorporated herein by reference.

YOUR ACCOUNT

If you create an account on the Services, you are responsible for maintaining the confidentiality of your account information and password, and for protecting and restricting access to such information. You understand and agree that you are responsible for all activities that occur using your account or password, whether or not you authorized such activity. Veridian reserves the right, in its sole discretion and without notice to you, to terminate your account and/or to restrict access to all or part of the Services for any reason, including, without limitation, for extended periods of inactivity.

RESTRICTIONS ON USE

You agree that you shall not:

- (a) Copy, reproduce, modify, use, republish, upload, post, transmit, sell, resell, license, rent, lease, lend, otherwise distribute or commercially exploit in any way, decompile, reverse engineer, disassemble, otherwise attempt to derive source code from, or modify or create derivative works based on, the Services obtained from or through the Services;
- (b) "Frame" or use the Services in any way that might confuse, misdirect, or misrepresent their source, or sponsorship or affiliation thereof or therewith;
- (c) Use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Services, interfere with product inventory or availability, or place or take preparatory steps to place orders for products, goods, or services;
- (d) Take any action that imposes an unreasonable or disproportionately large load on the Services;
- (e) Take any action in connection with your use of Services which violates any applicable local, state, national or international law, rule, regulation or order of any court in conjunction with your use thereof; or
- (f) otherwise use the Services for any unlawful or abusive purposes, including, but not limited to, the violation of any intellectual property rights (whether belonging to VERIDIAN or third parties) and the posting or distribution of any "harmful" or "malicious" code or programming devices (e.g., viruses, malware, ransomware, corrupted files, key locks, back doors, trap doors, timers or other disabling devices) or any other similar software or programs that may adversely affect the operation of the Services or any other software, hardware, network or other technology.

THIRD PARTY WEBSITES

The Services contain links to third party websites that are not owned, operated or controlled by us. All such links are provided solely as a convenience to you. We do not control, recommend or endorse and are not responsible for these websites or their content, products, services or privacy policies or practices. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the third party websites or the information or material accessed through these third party websites. If you decide to access any other website linked to or from the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such third party websites.

DISCLAIMER

VISITORS TO THE SITES AND USERS OF THE SERVICES AGREE THAT THEIR USE OF, AND RELIANCE ON ANY CONTENT, ADVICE OR INFORMATION OBTAINED FROM OR THROUGH, THE SITES AND THE SERVICES ARE AT THEIR OWN SOLE RISK. THE SITES AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VERIDIAN EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTIES CONCERNING THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OF THE SITES AND THE SERVICES; AND (II) ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT, WARRANT OR GUARANTEE: (1) THAT THE SERVICES, ANY PORTION OF THE SERVICES, OR E-MAILS SENT FROM OR ON BEHALF OF VERIDIAN ARE OR WILL BE FREE OF INFECTION BY VIRUSES, SCRIPTS, WORMS, TROJAN HORSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

By using the Services, you agree to defend, indemnify, and hold Veridian and its officers, directors, employees, contractors and suppliers harmless from any and all claims, demands, liabilities, damages, losses, costs, and expenses (including without limitation, attorneys' fees and expenses, including any incurred in enforcement of this indemnity) arising in any way from or in connection with your use of the Services available, or any violation by you of this Agreement, our Privacy Notice or any other policy made through your use of the Services applicable to your use of the Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

LIMITATION OF LIABILITY

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL VERIDIAN OR OUR SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO ANY PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR RELATED TO THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SERVICES OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR FOR DISPUTES AGAINST US IS TO DISCONTINUE YOUR USE OF THE SERVICES. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS AGREEMENT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

SEVERABILITY

If any of the provisions, or portions thereof, of this Agreement is found to be invalid under any applicable statute or rule of law, the remainder of this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

ARBITRATION

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Veridian or its successors or assigns shall exclusively be settled through binding and confidential arbitration. Neither you nor Veridian will participate in a class action or class-wide arbitration for any claims covered by this Agreement. Any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator and will be governed

by the American Arbitration Association's ("AAA") Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related.

To the fullest extent permitted by applicable law, you and VERIDIAN must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR VERIDIAN MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (3) the arbitration shall be confidential, and neither you nor VERIDIAN may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (4) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (5) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and, in such instance, the fees and costs awarded shall be determined by the applicable law.

GOVERNING LAW

You agree that the laws of the State of Iowa, United States, excluding its conflict of laws rules, and this Agreement, our Privacy Notice and any other policies posted on the Sites or made available through the use of the Services applicable to your use of the Services shall govern your use of the Services. You expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to your use of the Services resides in the courts of the State of Iowa, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Iowa, in connection with any such dispute and including any claim involving Veridian, our employees, contractors, officers, directors, and suppliers.

This Agreement is the entire agreement between you and Veridian with respect to the Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Veridian with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect.

MISCELLANEOUS

You guarantee that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Veridian expressly reserves the right to monitor any and all use of the Services. Veridian also reserves the right to investigate and take legal action against any against any illegal and/or unauthorized use of the Services. Veridian's decision not to pursue legal action for any violation of this Agreement shall not be construed as a waiver of any provision of this Agreement or any of Veridian's legal rights.

This Agreement constitutes the entire agreement between you and VERIDIAN with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and representations, whether written, oral, or otherwise.

CONTACT INFORMATION

Questions regarding this Agreement should be directed to:

Veridian Credit Union
Attn: Compliance/Privacy
P.O. Box 6000
1827 Ansborough Ave
Waterloo, IA 50704
800-235-3228

<https://www.veridiancu.org/contact-us/email>