

Web Site Terms of Use Agreement

North County Credit Union maintains this Web site (Site) as a service to our members and potential members. By using the Site, you are agreeing to comply with and be bound by the following terms of use. If you do not agree to the terms and conditions below, do not access this Site or any of it pages.

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Use of Information: We reserve the right, and you authorize us, to use and assign all information regarding uses of the Site by you and all information provided by you in any manner consistent with our Privacy Policy.

Use of Information and Materials: The information and materials contained in this Site and its pages, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorized use of North County Credit Union's Site and systems including but not limited to unauthorized entry into North County Credit Union's systems, misuse of passwords, or misuse of any information posted on a Site is strictly prohibited. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by North County Credit Union.

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Termination: North County Credit Union reserves the right to terminate this Agreement and your access to this Site, in whole or in part, at any time.

Indemnity: You agree to indemnify, defend and hold harmless North County Credit Union, its officers, directors, shareholders, employees, partners, sponsors, agents, attorneys, representatives, affiliates, successors and assigns (collectively "Affiliated Parties") from all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed that in any way arises out of your use of the Site, any transactions or other activities you engage in with any third party service providers, third party merchant sites, or other third parties who we work with or who you access by or through this Site, your infringement or violation of the intellectual property or other rights of third parties, and/or your negligence or willful misconduct. In the event a dispute arises regarding this Agreement or the use of this Site, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred, in addition to damages and any other relief to which it is entitled.

Additional Terms: Certain sections or pages on this Site may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

Availability: This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

Governing Law: This Site (excluding linked sites) is controlled by North County Credit Union within the City of San Diego, California. This Agreement is deemed executed and performed by both parties in San Diego, California. This Agreement shall be interpreted and enforced according to the substantives laws of the State of California, without application of its conflicts or choice of law rules.