

# MT. RAINIER FEDERAL CREDIT UNION

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### **Termination / Access Restriction**

Mt. Rainier FCU reserves the right, in its sole discretion, to terminate your access to Mt. Rainier FCU Site/Services inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by Mt. Rainier FCU. The amount of time that Mt. Rainier FCU currently considers as an "extended" period of time may be viewed in the FAQ relating to the particular service. Upon termination of the Mt. Rainier FCU Site/Service, your right to use the Mt. Rainier FCU Site/Service immediately ceases. Mt. Rainier 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 volonté éxpressive des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

## **General**

This agreement is governed by the laws of the State of Washington, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Washington, U.S.A. in all disputes arising out of or relating to the use of the Mt. Rainier FCU Site/Services. Use of the Mt. Rainier 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 Mt. Rainier FCU as a result of this agreement or use of the Mt. Rainier FCU Site/Services. You agree to indemnify and hold Mt. Rainier 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 Mt. Rainier FCU Site/Services. Mt. Rainier FCU reserves the right to disclose any personal information about you or your use of Mt. Rainier FCU Site/Services, including its contents, without your prior permission if Mt. Rainier 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 Mt. Rainier FCU or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. Mt. Rainier FCU performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Mt. Rainier FCU.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Mt. Rainier FCU Site/Services or information provided to or gathered by Mt. Rainier 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 Mt. Rainier FCU with respect to the Mt. Rainier FCU Site/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Mt. Rainier FCU with respect to the Mt. Rainier 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.