

## RAVE FINANCIAL WEBSITE TERMS OF USE AGREEMENT

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Rave Financial Credit Union ("Rave Financial" or "we" or "us") provides this Site to you subject to the following Terms of Use ("Terms"), which may be updated from time to time without notice to you. Your use of the Rave Financial Internet Site and affiliated websites is governed by these Terms. In addition, when using particular third-party Rave Financial service, you may be subject to additional agreements, disclosures and terms and conditions, which are incorporated by reference into the Terms.

This Site has been established by Rave Financial for the sole purpose of conveying information about Rave Financial's products and services and to allow communication between Rave Financial and its members, and non-members for informational purposes only (members and/or non-members referred to as "users" herein). Information that appears on this Site should be considered an advertisement. Nothing contained in any page on this Site takes the place of Rave Financial's agreements and disclosures that govern its products and services. If any information on the Site conflicts with that in Rave Financial's other applicable agreements and disclosures, those agreements and disclosures will control.

### 1. Acceptance of Agreement

Rave Financial's Site is comprised of various web pages operated by Rave Financial. By accessing Rave Financial's Site, using products and services (the "Services") offered by online, or accepting the Terms electronically, you agree to be subject to these Terms and any additional terms and conditions found on any of our affiliated websites that may apply. If you do not agree to these Terms or any affiliated terms of use, you must not use the Site and/or Services.

In consideration of your use of the Site and/or Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of your jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself and (b) maintain and promptly update the information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Rave Financial has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Rave Financial has the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Services (or any portion thereof). You agree that:

- You will not engage in any activities related to the Site and/or Services that are contrary to applicable law, regulation or the terms of any agreements you have with Rave Financial Credit Union; and
- You agree to take every precaution to ensure the safety, security, and integrity of your Account and transactions while using this Site and/or Services. You agree not to leave your wireless device or personal computer unattended while logged in to the Site or any Services offered through the Site. You agree not to provide your code, password, or other access information to any other person. If you do, we will not be liable for any damage resulting to you.

### 2. Description of Services

The Site and affiliated web pages owned by Rave Financial, or an authorized third party, provides users with information concerning Rave Financial's Services.

### 3. Modifications to Site and/or Services

RAVE FINANCIAL RESERVES THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE AND/OR THE SERVICES (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE. YOU AGREE THAT RAVE FINANCIAL WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE AND/OR THE SERVICES. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND RAVE FINANCIAL DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. BY OFFERING THIS SITE AND/OR SERVICES VIA THIS SITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY RAVE FINANCIAL TO ANY PERSON TO USE THE SITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE SITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

You are responsible for both:

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

### 4. Potential Disruption of Site and/or Services

Access to the Site and/or Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including failures of computers and/or mobile devices (including your own computer or mobile device), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities;
- Damage caused by severe weather, wars, riots, civil disturbances, acts of God, accident, fire, water damage, mechanical breakdown or other natural or manmade disasters;
- Strike or other stoppage (whether partial or total) of labor;
- Governmental or regulatory restrictions;
- Any other cause whatsoever that is beyond the control of Rave Financial.

## 5. Products, Services, Rates or Fees

Rave Financial reserves the right, in its sole discretion, to make any necessary updates, modifications and adjustments at any time to the product or service descriptions, rates or fees without prior notice. Rave Financial endeavors to provide content on the Site and affiliated sites that is current and accurate. Errors and misprints may occur. Rave Financial reserves the right to reject, correct, cancel or terminate any order for products and services for which the price was incorrectly displayed or where Rave Financial displayed erroneous or inaccurate information. Rave Financial reserves this right at any stage of ordering processing, including after an order has been submitted. Rave Financial is not obligated to sell products or services based on errors or misprints.

## 6. Privacy

Member or user data and certain other information about you are subject to our Privacy Policy as set forth on this site (See Privacy Statement found here: [www.bankwithrave.com/legal/](http://www.bankwithrave.com/legal/)). You understand that through your use of the Site and/or 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 Rave Financial and its affiliates as necessary to provide the Services to you. You acknowledge that Rave Financial may disclose and transfer any information that you provide through this Site and/or Services to (i) Rave Financial's affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate (including to countries outside the EEA), and by using and providing information through this Site you agree to such transfers. Use of the Site and/or Services may be monitored, tracked and recorded. Anyone using this Site and/or Services expressly consents to such monitoring, tracking and recording.

**Collection and Use of Your Information.** We may automatically place and collect information from "cookies," which are electronic files that capture information about your use of the Site and/or Services. Examples are the date and time of your visit, the Internet provider address your computer was assigned and the pages you accessed on [bankwithrave.com](http://bankwithrave.com). The information we may collect will remain strictly confidential, as we do not disclose cookie information to non-affiliated third parties nor to affiliates, with the exception of service providers that Rave Financial commissions to specifically assist with the direct communication between you and Rave Financial. Examples of how your information may be used include, but are not limited to:

- To improve our website
- To notify you about updates or enhancements to our website
- To contact you for special promotions through [bankwithrave.com](http://bankwithrave.com) or through other websites.

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We may collect personal information when you enter data into an application for new products or services or when you use our Site, products and services. Personal information may include your name, home or other physical address, account number, Social Security Number, the contents of your communications with us, telephone number, and email address. Additionally, our Site may collect certain electronic data, such as your geolocation, keystrokes, website interactions, and device identifier.

In accordance with the Children's Online Privacy Protection Act (COPPA), Rave Financial's website is not directed to children under the age of 13, and Rave Financial does not knowingly collect or maintain personal information online.

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## 8. No Unlawful or Prohibited Use

As a condition of your use of Rave Financial's Site, you warrant to Rave Financial that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. Unauthorized use of Rave Financial's Site, including but not limited to unauthorized entry into Rave Financial's systems, misuse of passwords, or misuse of any information posted to a site, is strictly prohibited. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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

- 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 United States 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 impersonate or attempt to impersonate Rave Financial, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Rave Financial or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

#### **9. Posting Content**

When interacting with Rave Financial via this Site, you agree to provide true and accurate information. 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 the content you transmit over the internet using this Site provided by Rave Financial.

#### **10. Links to Third Parties/Promotions**

Links to third-party websites from the Site are meant for convenience only. Rave Financial 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 Rave Financial will not be responsible or liable for any damages associated with linking. Rave Financial does not guarantee the authenticity of documents on the Internet. Any link to a non-Rave Financial website does not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such website, or any representation regarding the content at such website. From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. Rave Financial assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

#### **11. Disclaimer**

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#### **12. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL RAVE FINANCIAL, 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 SITE, THE RELIANCE ON ANY STATEMENT OR ADVICE FROM ANY OTHER USER OF THE SITE, OR INABILITY TO GAIN ACCESS TO OR USE THE SITE OR ANY PART THEREOF OR TO ANY DOCUMENTS AND INFORMATION, OR OUT OF ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED.

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### **13. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD RAVE FINANCIAL, 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 ATTORNEY FEES, ARISING FROM A CLAIM OR DEMAND PERTAINING TO YOUR USE OF THE SITE AND/OR SERVICES, BREACH OF THESE TERMS OF USE, OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

Rave Financial reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **14. Severability of Clauses**

If any provision of the Terms of Use 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 of Use remain in full force and effect. Subheadings used in the Terms of Use are not to be used to construe or interpret the Terms.

### **15. Entire Agreement**

The Terms, and any application Additional Terms or other terms herein incorporated by reference, constitute the entire agreement between you and Rave Financial, and govern your use of the Site and/or 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 Rave Financial services, affiliate services, third-party content or third-party software.

### **16. Waiver**

The failure of Rave Financial to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

### **17. 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. Rave Financial may transfer this Agreement to a third party without notice to you.

### **18. 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.

### **19. Enforceability and Governing Law**

This Site (excluding any linked sites) is controlled by Rave Financial from its offices within the state of Texas. It can be accessed from the United States, as well as from other countries around the world. Each of these places may have laws that may differ from those of the state of Texas. By accessing this Site, you and Rave Financial agree that the statutes and laws of the state of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the Beaumont, Jefferson County, Texas with respect to such matters.

### **20. Change in Terms of Use**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.