



# Terms of Use

Last updated: December 2, 2019

## **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and the Iowa Credit Union Foundation (“ICUF”, “we” or “us”). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, “Terms of Use”), govern your access to and use of [www.iowacreditunionfoundation.org](http://www.iowacreditunionfoundation.org), including all subdomains and related domains directed to [www.iowacreditunionfoundation.org](http://www.iowacreditunionfoundation.org), and including any content, functionality and services offered on or through [www.iowacreditunionfoundation.org](http://www.iowacreditunionfoundation.org) (collectively the “Website”).

**By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [www.iowacreditunionfoundation.org.com](http://www.iowacreditunionfoundation.org.com), incorporated by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must neither access or use the Website nor click to accept or agree to the Terms of Use when this option is made available. **Further, if you access services available through the DonorPerfect fundraising platform linked from the Website, you also accept the DonorPerfect Terms of Use ([www.donorperfect.com/company/terms-of-service/](http://www.donorperfect.com/company/terms-of-service/)) and Privacy Policy ([www.donorperfect.com/company/privacy-policy/](http://www.donorperfect.com/company/privacy-policy/)).**

This Website is offered and available to users who are 18 years of age or older, reside in the United States or any of its territories. If you do not meet all of these requirements, you must not access or use this Website.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them to the Website, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revisions means you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes.

## **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, in our sole discretion without notice. We will not be liable if 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 of Use and comply with them.

To access the Website or some of the resources offered, 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 is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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 are responsible for all activities that occur under your account, including any loss, liability or damages incurred as a result of any use under your account. 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 in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, downloads, materials, and the design, selection and arrangement thereof), are owned by ICUF, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to comply with all applicable intellectual property laws and/or regulations, and to protect the intellectual property rights of ICUF and others with content or services on the Website.

You are permitted to store, display, analyze, modify, reformat, and print the information made available to you via this Website only for your own internal business use, personal use related to ICUF's mission, and/or in connection with the intended legitimate purposes arising from your relationship with ICUF. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website solely for your own use and not for further reproduction, publication or distribution, unless otherwise expressly authorized.

You must not:

- Modify copies of any materials from the Website, unless expressly authorized in the materials.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, or reproduce, sell or distribute the same.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

These Terms of Use are not intended to, and will not, transfer or grant any rights in or to the information provided on the Website other than those that are specifically described herein, and all rights not expressly granted herein are reserved by us or the third party providers from whom we have obtained the information. You are required to read and abide by any additional terms and conditions that may be posted on this Website from time to time concerning information

obtained from specific third party providers. Such third party providers shall have no liability to you for monetary damages on account of the information provided to you via this Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by ICUF. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The ICUF name, logo and all related names, logos, product and service names, designs and slogans are trademarks of ICUF or its partners or licensors. You must not use such marks without the prior written permission of ICUF. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. 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 or the CAN-SPAM Act of 2003, as amended).
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate ICUF, an ICUF, another user or any other person or entity (including, without limitation, by using e-mail addresses, usernames or other similar identifying information associated with any of the foregoing).
- In a manner (1) to harass, abuse or threaten another person; (2) that is false, misleading or inaccurate; (3) that is degrading or discriminatory; (4) that is indecent, offensive or inflammatory; or (5) that infringes on the legal rights of any person.
- For benchmarking, or to compile information for a competitive service.
- 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 ICUF 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 Website 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, or other, 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 or device 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.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Investigate any of your activity involving, or related to, the use of the Website.
- Take any action with respect to any content or materials posted, submitted, published, displayed or transmitted to other users or other persons (collectively, "User Contributions") if we, in our sole discretion, deem such action necessary or appropriate, including if we believe that such User Contribution violates the Terms of Use, 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 ICUF.
- 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 of Use.

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 AND HOLD HARMLESS ICUF AND ITS PARTNERS, LICENSORS AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review 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.

### **User Contributions**

To the extent you post User Contributions on the Website, you grant ICUF a world-wide, perpetual, irrevocable, royalty-free, non-exclusive and sub-licensable license to use, copy, distribute, reproduce, modify, edit, publicly display and create derivative works from such User Contributions, in whole or in part, in any format or medium.

You agree all User Contributions are your sole responsibility, and you represent you have all required rights to post and license the User Contributions without infringing rights of any third party.

### **Copyright Infringement**

If you believe that any User Contributions violate your, or any others', copyright, please notify us of the copyright infringement by contacting us at [info@iowacreditunionfoundation.org](mailto:info@iowacreditunionfoundation.org). It is the policy of ICUF to terminate the user accounts of repeat infringers.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information and education purposes, and in no way is intended to prevent, thwart, stop, detect or identify a cybersecurity threat or incident. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to, or user of, the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by ICUF, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ICUF. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content and services made available on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material or services made available on this Website may be out of date at any given time, and we are under no obligation to update such material or maintain such services.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Website**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. Subject to the foregoing, you must not:

- Cause the Website, or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content, is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. 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.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. 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 AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE 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 ICUF NOR ANY PERSON ASSOCIATED WITH ICUF MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER ICUF NOR ANYONE ASSOCIATED WITH ICUF REPRESENTS OR WARRANTS THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE 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 OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

ICUF 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.

### **Limitation on Liability**

IN NO EVENT WILL ICUF, ITS PARTNERS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, 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.

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

**Indemnification**

You agree to defend, indemnify and hold harmless ICUF, its partners, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

**Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in each case located in Polk County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by ICUF of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ICUF to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Force Majeure**

ICUF shall not be liable for any delay, disruption or failure of the Website directly or indirectly resulting from any event(s) beyond ICUF's control.

**Entire Agreement**

The Terms of Use, our Privacy Policy and any Agreement constitute the sole and entire agreement between you and ICUF with respect to the Website and supersede all prior and

contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**Notices**

We may deliver notices to you by email, posting a notice on the Website or other method we choose, and such notice shall be effective upon dispatch. If you provide notice to us, it shall be deemed delivered upon receipt, return receipt requested, when delivered to Iowa Credit Union Foundation, Attn: Executive Director, 7745 Office Plaza Drive North, Suite 170, West Des Moines, Iowa 50266.

**Your Comments and Concerns**

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@iowacreditunionfoundation.org](mailto:info@iowacreditunionfoundation.org).