



10120 Pacific Heights Blvd., Suite 100  
San Diego, CA 92121

## Website Terms and Conditions

Please read these terms and conditions carefully before using this site. Use of this site constitutes acceptance of these terms. If you do not agree to the terms and conditions below, do not access this website. Please check these Terms and Conditions periodically for changes. By using the website after changes have been made to the terms and conditions, you agree to the changes.

### Use Restrictions

This site is intended to be used by members or potential members (“you”) of BluPeak Credit Union (“we”). You agree that you will not use (or allow others to use) this website or any information contained on this website for any wrongful, unauthorized, or unlawful purposes. You also agree to indemnify and hold us harmless from and against any loss, damage, or expense (including, not limited to attorney’s fees) incurred because of any such use.

### Links and Content

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### Disclaimers of Warranties

**You understand and agree that to the extent permitted by law:**

- (a) Services and content on this site are provided on an “as is” and “as available” basis. We expressly disclaim all warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;**
- (b) We make no warranty that; (i) the functions of and services provided in this site will be uninterrupted, secure or error-free; (ii) defects will be corrected; or (iii) this site or the server that makes the services available are free of viruses or other harmful components;**
- (c) We make no warranty regarding the accuracy, veracity, integrity or quality of the content, sites or resources made available on or from this website, including, but not limited to, any warranty that such content is or will be free of material that is offensive, indecent or objectionable;**
- (d) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.**

**To the extent that you might otherwise believe that any warranties, guarantees or representations have been made to you, you hereby agree that such statements, whether made orally or in writing, are to be construed as merely nonbinding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties. In the event of a conflict between this section and any of the other terms and conditions, this section shall be construed to take precedence.**



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### Limitations of Liability

The Credit Union is not liable for any conduct, acts, or omissions at this website or for any losses you may incur related to this website. In no event will the Credit Union be liable for any damages (including without limitation any direct, indirect, special, incidental, or consequential damages), losses or expenses that arise in connection with this website, the use of this website, or the inability of anyone to use the website, or for any claims by any third parties. The Credit Union will also not be liable for any damages, losses or expenses that arise in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure. The Credit Union will not be liable for such damages, losses, or expenses even though it or its representatives are advised of the possibility of such damages, losses or expenses. Your sole remedy is to discontinue use of this website.

### Unsolicited Email, Spamming, and Spoofing

You agree not use this website to transmit unsolicited Email. You also agree that you will not send unsolicited Email to this website or to anyone whose Email address includes the domain name used on this website. You may not use the Credit Union's domain name as a pseudonymous return Email address for any communications which you transmit from another location or through another service. You may not pretend to be someone else or spoof another identity when using this website.

### Waiver

A waiver of any of the foregoing terms or conditions does not imply or constitute a waiver of any other term or condition. No waiver of any of the terms and conditions will be effective unless it is in writing and signed by an authorized officer of the Credit Union.

### Construction

If any the terms or conditions are found to be invalid or unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect.

### Jurisdiction and Governing Law

You agree that these terms and conditions will be governed by the laws of the State of California. You further agree to submit to the personal and exclusive jurisdiction of the courts located in San Diego County, California for any dispute arising under or relating to the subject matter of these terms and conditions.

### Waiver

A waiver of any of the foregoing terms or conditions does not imply or constitute a waiver of any other term or condition. No waiver of any of the terms and conditions will be effective unless it is in writing and signed by an authorized officer of the Credit Union.

Effective July 1, 2020