

HFS FCU - CUSTOMER RATINGS AND REVIEW TERMS OF USE AND LICENSE

These Terms of Use govern your conduct associated with the customer ratings, review and testimonial feature offered by **HFS Federal Credit Union** (the "Feature"). To the extent of any conflict between and/or amongst **HFS Federal Credit Union's Privacy Policy**, **HFS Federal Credit Union's Standards and Expectations for Use of Social Media** and these Terms of Use, these Terms of Use shall control with respect to the Feature and/or your submission of Content ("Content" is defined below). These Terms of Use are subject to change by **HFS Federal Credit Union** in its sole discretion at any time without notice.

By using the Feature and/or submitting any Content, which includes, but is not limited to, your written review, testimonial and/or rating of **HFS Federal Credit Union**, your name, photograph, likeness, voice, video and statements ("Content"), to **HFS Federal Credit Union**, you represent and warrant that:

- You are the sole author and owner of the intellectual property rights thereto;
- For photographs that you submit, all individuals in the photograph have consented to the use or display of their image or likeness in the photograph;
- For names and/or mentions of any individuals in the Content that you submit, all individuals have consented to be named and/or mentioned in the Content;
- All "moral rights" that you may have in such Content have been voluntarily waived by you;
- All Content that you post is accurate;
- You are at least **18** years old;
- Use of the Content you supply does not violate these Terms of Use and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any Content:

- That is known by you to be false, inaccurate or misleading;
- That infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- That violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- That is, or may reasonably be considered to be, defamatory, libelous, hateful, obscene, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- For which you were compensated or granted any consideration by any third party;
- That includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- That contains any computer viruses, worms or other potentially damaging computer codes, programs or files, or anything else that might interfere with the functionality of any computer software, hardware, telecommunications equipment or anything else belonging to **HFS Federal Credit Union** or other users of its website.

Your use of the Feature and/or submission of Content is at your own risk. The Feature is provided “as is” and “as available”, without warranties of any kind, either express or implied. **HFS Federal Credit Union** disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement.

You agree to defend, indemnify and hold **HFS Federal Credit Union (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers, which are collectively with HFS Federal Credit Union known as “HFS Federal Credit Union” throughout these Terms of Use)**, harmless from all claims, liabilities, obligations, losses, causes of action, costs, expenses, demands, and damages of every kind and nature, whether in law or equity, known and unknown, from now until the end of time, including reasonable attorneys' fees and costs, arising out of, in connection with or related to: (1) this Feature, (2) your submission of Content to **HFS Federal Credit Union**, (3) a breach of your representations and warranties herein, (4) your violation of any law or the rights of a third party, (5) technical failures of any kind, including, but not limited to, malfunction of any computer, cable, network, hardware, software or other mechanical equipment, (6) unauthorized third-party intervention of and/or access to the Feature, (7) unauthorized third-party intervention of and/or access to your Content, or (8) electronic or human error in the administration of this Feature.

You agree that in no event will **HFS Federal Credit Union** be liable for punitive, exemplary, special, direct, indirect, incidental, actual, consequential or other damages (including, but not limited to, loss of income, opportunities or profits, pain and suffering, emotional distress, loss of use, equipment down time, and loss of or corruption of data) arising out of, in connection with or related to this Feature and/or your submission of Content, regardless of the legal theory under which such damages are sought. In no event will the liability of **HFS Federal Credit Union** exceed \$100 (one hundred dollars), except as otherwise required by law. **HFS Federal Credit Union** reserves the right to participate in the defense of any claim and settlement with counsel of its own choosing at its own expense. You shall have no authority to settle any claim against **HFS Federal Credit Union** without its prior written consent.

For any Content that you submit, you grant **HFS Federal Credit Union** a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or distribute such Content and/or incorporate such Content into any form, medium or technology (including but not limited to the Internet) throughout the world without compensation to you and without your review, notification or approval. Content may be used in conjunction with photos and images of persons other than you. **HFS Federal Credit Union** may edit Content for clarity, brevity or other reason(s), as solely determined by **HFS Federal Credit Union**.

All Content that you submit may be used at **HFS Federal Credit Union's** sole discretion. **HFS Federal Credit Union** reserves the right to change, condense or delete any Content on **HFS Federal Credit Union's** website that **HFS Federal Credit Union** deems, in its sole discretion, to violate any provision of **HFS Federal Credit Union's Privacy Policy, HFS Federal Credit Union's Standards and Expectations for Use of Social Media** or these Terms of Use. **HFS Federal Credit Union** does not guarantee that you will have any recourse through **HFS Federal Credit Union** to

withdraw, edit or delete any Content you have submitted. Ratings and written comments are generally posted within two to four business days. However, **HFS Federal Credit Union** reserves the right to remove or to refuse to post any Content submission for any reason. **HFS Federal Credit Union** may discontinue, alter and/or suspend the Feature in its sole discretion without notice. You acknowledge that you, not **HFS Federal Credit Union**, are responsible for the Content that you submit. None of the Content that you submit shall be subject to any obligation of confidence on the part of **HFS Federal Credit Union**.

By submitting your email address in connection with your rating and review, you agree that **HFS Federal Credit Union** may use your email address to contact you about the status of your review and other administrative purposes. Your email address will not be made available to the general public on our website.

You agree that the Terms of Use is governed by the laws of the State of Hawaii (without regard to conflicts of law) and that any dispute regarding the Feature and/or your submission of Content is subject to the jurisdiction of the court of the county in which **HFS Federal Credit Union's** main office is located. Additionally, you waive any right to a jury trial. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed amended and enforced to the fullest extent possible and will not affect the validity and enforceability of any remaining provisions.

YOU ARE ENTITLED TO RECEIVE AND RETAIN A COPY OF THESE TERMS OF USE. UNLESS YOU INFORM US OTHERWISE, YOU CONSENT TO ELECTRONIC RECEIPT OF THESE TERMS OF USE AND OTHER NOTICES PROVIDED FROM TIME TO TIME ON OUR WEB SITE ("ELECTRONIC NOTICES") BY USING OUR SITE OR ELECTRONIC SERVICES. YOU MAY REQUEST A FREE PAPER COPY BY CALLING (808) 930-1400 MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS. YOU MAY REVOKE YOUR CONSENT TO RECEIVING ELECTRONIC NOTICES BY CONTACTING US IN WRITING:

BY U.S. MAIL:
HFS FEDERAL CREDIT UNION
632 KINOOLE STREET
HILO, HAWAII 96720

BY E-MAIL: HFS_OPERATIONS@HFSFCU.ORG
OR BY VISITING ANY OF OUR BRANCHES.

HFS Federal Credit Union may rely on the e-mail address that you last provided. You agree to waive all claims resulting from failure to receive communications because of changes in your address and any electronic or technical transmission errors whether or not caused by **HFS Federal Credit Union**.

Electronic communications may not always be encrypted. You acknowledge and assume the risk that data, including e-mail, electronic communications and personal data, including the Content you submit and use of the Feature, may be accessed by unauthorized third parties.