

IHMVCU WEBSITE TERMS OF USE

Last Modified: July 8, 2025

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Acceptance of the Terms of Use

These Terms of Use are entered into by and between You and I.H. Mississippi Valley Credit Union, 2500 River Drive, Moline, IL 61265-1670 (referred to as "IHMVCU," "we," "us," or "our"). The following terms govern your access to and use of this website and our mobile sites and mobile applications (the "Sites"), including any content, functionality, and services offered to you on or through the Sites, whether as a guest or a registered user.

Please read these Terms of Use carefully before you start using our Sites. By using the Sites or by clicking to Accept 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](#), which is incorporated into these Terms of Use. **YOUR VIOLATION MAY RESULT IN THE TERMINATION OF YOUR ACCESS TO AND USE OF OUR SITES AND SERVICES.**

THE DISPUTE RESOLUTION SECTION OF THESE TERMS OF USE CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED. IN PARTICULAR, THE AGREEMENT TO ARBITRATE IN THAT SECTION MAY, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. IN ADDITION: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, AND NOT IN ANY CLASS OR REPRESENTATIVE PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE REVIEW THE DISPUTE RESOLUTION SECTION FOR MORE INFORMATION REGARDING THE ARBITRATION AGREEMENT AND THE POSSIBLE EFFECTS OF THE ARBITRATION AGREEMENT.

These Sites are offered and available to users who are 18 years of age or older. By using the Sites, you represent and warrant that you are of legal age to form a binding contract with IHMVCU. **If you do not meet all of these requirements or do not agree to abide by our policies, you must not access or use the Sites.**

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 and apply to all access to and use of the Sites thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section below will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Sites.

Your continued use of the Sites following the posting of revised Terms of Use means that 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, as they are binding on you.

Accessing the Sites and Account Security

We reserve the right to withdraw or amend the Sites, and any service or material we provide on them, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Sites is unavailable at any time or for any period.

You are responsible for both:

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

To access the Sites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Sites that all the information you provide is correct, current, and complete. You agree that all information you provide, including but not limited to information you provide through the use of any interactive features on the Sites, 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 username, 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. Your account is personal to you and you agree not to provide any other person with access to the Sites or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use 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 username, password, or other identifier 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 Sites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by IHMVCU, its licensors, or other providers of such material and are protected by United States copyright, trademark, and other intellectual property or proprietary rights laws. You may use our Sites and the material made available on our Sites only for your personal, non-commercial use, or for engaging in legitimate business directly with us. If you wish to make any use of material on the Sites other than as set out in this section, please address your request to: memberservices@ihmvcu.org

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Sites in breach of the Terms of Use, your right to use the Sites will stop 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 Sites or their content is transferred to you, and all rights not expressly granted are reserved by IHMVCU. Any use of the Sites 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

All IHMVCU logos and all related names, designs and slogans are trademarks of IHMVCU or its affiliates or licensors. You must not use such marks without prior written permission. All other names, logos, product and service names, designs, and slogans on these Sites are the trademarks of their respective owners.

Prohibited Uses

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

- 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).
- 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 send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our consent,

including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- To impersonate or attempt to impersonate IHMVCU, an IHMVCU employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Sites, or which, as determined by us, may harm IHMVCU or users of the Sites, or expose them to liability.

Additionally, you agree not to:

- Use the Sites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.
- Use any manual process to monitor or copy any of the material on the Sites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Sites.
- 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 Sites, the server on which the Sites are stored, or any server, computer, or database connected to the Sites.
- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement or regulatory authorities, for any illegal or unauthorized use of the Sites.
- Terminate or suspend your access to all or part of the Sites for any or no reason, including without limitation, any violation of these Terms of Use.

We have the right to cooperate fully with any law enforcement or regulatory authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites. YOU WAIVE AND HOLD HARMLESS IHMVCU AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT OR REGULATORY AUTHORITIES. 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.

Reliance on Information Posted

We do not warrant the accuracy, completeness, or usefulness of the information presented on or through the Sites, and 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 the Sites, or by anyone who may be informed of any of its contents. Product specifications and availability, promotions, prices, relationships, contact numbers, and other information may change over time.

These Sites may include content provided by third parties, including materials provided by 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 IHMVCU, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of IHMVCU. 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 Sites

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

Linking to the Sites and Social Media Features

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. These Sites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on these Sites.
- Send emails or other communications with certain content, or links to certain content, on these Sites.
- Cause limited portions of content on these Sites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Sites or portions of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Sites other than the homepage.
- Otherwise take any action with respect to the materials on these Sites that is inconsistent with any other provision of these Terms of Use.

Links from the Sites

The links from our Sites to other sites and resources are 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 these Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide these Sites for use only by persons located in the United States. We make no claims that the Sites or any of their content is accessible or appropriate outside of the United States. Access to the Sites may not be legal by certain persons or in certain countries. If you access the Sites 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 Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THEM.

YOUR USE OF THE SITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER IHMVCU NOR ANY PERSON ASSOCIATED WITH IHMVCU MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER IHMVCU NOR ANYONE ASSOCIATED WITH IHMVCU REPRESENTS OR WARRANTS THAT THE SITES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, IHMVCU 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL IHMVCU, ITS AFFILIATES, 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 SITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SITES 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct in providing the Sites and any services governed by these Terms.

Indemnification

You agree to defend, indemnify, and hold harmless IHMVCU, its affiliates, 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 Sites, including, but not limited to, any use of the Sites' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Sites.

Governing Law

All matters relating to the Sites 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 internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule.

Dispute Resolution and Agreement to Arbitrate

If there is a claim or dispute between us arising from or related in any way to these Terms of Use or our Privacy Policy, either you or we may require the claim or dispute be resolved through binding arbitration before a neutral party instead of a lawsuit or other resolution in court. This includes all past, present, and future claims, including claims that arose before this provision became effective. If either party requires the claim or dispute to be resolved through arbitration, it will be subject to arbitration even if the other party does not agree. This arbitration provision will apply irrespective of whether the claim or dispute arises under contract, tort, statute, or any other basis. Such claim or dispute shall be arbitrated on an individual basis and not in a class action. You and we waive any right to arbitrate disputes as part of a class action. If a class action lawsuit is initiated against us, you agree that this provision applies to such action and if we require claims covered by the class action to be arbitrated, you will withdraw from or agree to dismissal of the class action and allow your claim to be arbitrated on an individual basis.

A claim filed against either you or us in small claims court in Alaska is excluded from this arbitration requirement as long as the claim remains in small claims court as an individual claim and not a class action. In addition, no claim is subject to this arbitration requirement if you are an active-duty armed service member.

Either of us may require arbitration of a claim or dispute even if one of us has already initiated legal action related to the claim or dispute. The arbitration may be required and initiated by: (i) making written demand for arbitration on the other party; (ii) initiating an arbitration proceeding against the other party; or (iii) filing a motion to compel arbitration in a court in which litigation has already begun. The arbitration shall be conducted pursuant to the Consumer Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration shall take place by remote video conference unless the parties agree on (or the arbitrator requires) an in-person arbitration, in which case the arbitration shall take place in the federal district in which you reside. We will reimburse the amount of filing, case management, administration, and arbitrator fees you pay to the arbitration organization and the arbitrator that exceed \$250, to a maximum of \$5000, unless the arbitration rules or arbitrator’s decision requires us to pay more. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement. More information about the AAA rules and procedures is available at www.adr.org or by phone at (800) 778-7879. This arbitration provision and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

YOUR DECISION NOT TO REJECT THESE TERMS OF USE, AS CONFIRMED BY YOUR CONTINUED USE OF OUR SITES, CONSTITUTES YOUR CONSENT TO THE AGREEMENT TO ARBITRATION.

Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Sites, which are not subject to arbitration as set forth above, 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 the City of Davenport, Scott County, Iowa, except that we retain the right to bring any such suit, action, or proceeding (that is not subject to arbitration) against you in your county of residence.

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 SITES 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 IHMVCU of any term or condition set out 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 IHMVCU 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.

Entire Agreement

These Terms of Use, our Privacy Policy, and, if applicable, Our Privacy Notice constitute the sole and entire agreement between you and IHMVCU regarding the Sites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Sites.

Your Comments and Concerns

All other feedback, comments, requests for technical support, and other communications relating to the Sites should be directed to:

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