

## **Internet Disclosure**

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### **Online Banking**

Enrollment in and usage of Online Banking constitutes your understanding of, and agreement with, applicable requirements, including but not limited to requirements set forth herein. Online Banking is only accessible and available to members who agree and consent to these terms and conditions. By accepting the terms and conditions you are indicating your consent to receive via electronic means any required communication from us. We will send email notification of periodic account statement availability to Online Banking users. Such user may access account statements by logging in to Online Banking.

## **GENERAL TERMS APPLICABLE TO ALL USERS**

### **Privacy**

We understand that you are concerned about privacy. For information about how we treat information that you provide us through the Site, please see our Online and General Privacy Statements which is incorporated into these terms and conditions.

### **Information Accuracy—NO WARRANTIES.**

All information is either generated by us or is obtained from sources believed by us to be accurate and reliable as of the date posted on the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such

as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provides any representations or warranties regarding the Site or any information in it. The Site and all information is provided "AS IS" and with all faults, and we make no representations and disclaim all implied warranties of every kind, including warranties or any duties (if any) as to accuracy, timeliness, completeness, suitability, availability, merchantability and fitness for any particular purpose, or lack of negligence or viruses. We do not provide any warranty against infringement or of quiet enjoyment, and make no express warranties.

### **Links to Other Sites.**

The Site contains links to other sites. Some of the links from our Site will take you off the hzcu.org site to a third party or co-branded site where you may see the Horizon logo as well as the logo of another service provider. Any information you provide to these third party and co-branded sites is collected by the service provider. Each of these third party and co-branded sites have separate privacy statements. Please be aware that Horizon cannot be responsible for the privacy practices or content of other sites.

We also have links from Horizon to fully branded service provider sites. As you view information on a fully branded site you will see a change in the URL but the pages appear as Horizon's and the service provider is not identified. All information collected on fully branded sites is used by Horizon only and is not shared or used for any purpose other than processing your application and providing the requested service, but may be transferred as part of an acquisition or an insolvency proceeding.

### **Computer Virus Information.**

It is possible to contract a computer virus or other malicious code by using the Internet or materials downloaded from it. We cannot assure you that the Site and any software or other information downloaded from it will be virus or problem free and disclaims any liability (if any) for viruses and similar problems. We attempt to keep our site virus free, but cannot assure you that our efforts will always be successful.

### **No Incidental or Consequential Damages**

To the full extent allowed by applicable law, you agree that neither we nor any of our affiliates will be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, that arise out of or are related to the Site, or any use of it or information in it, even if we have been advised of the possibility of such damages. This exclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort products liability.

## Internet Disclosure - continued

### Limitation on Damages and Exclusive Remedy

You agree that your recovery for any allowable damages will be limited to those that you incur in actual reliance and shall be limited, at our election, to: (1) a refund of any amount (if any) you paid for information from the Site or for any use that caused a problem or (2) correction or replacement of the information. Any failure or unconscionability of any remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages, and you expressly agree that those limitations and exclusions are independent of the performance of any or all agreed remedies. All limitations will apply to all legal and equitable theories, including but not limited to contract, tort and products liability.

### Changes and Availability

We reserve the right to change these terms and conditions from time to time, however, so you agree to check the terms and conditions periodically to make sure you remain comfortable with it. Each time you visit our Site, you agree to check for changes to terms and conditions. No changes proposed by you or us will be effective unless and until they appear in these terms and conditions. If you do not want to be bound by any changes, you must not use the Site after their effective date.

We also reserve the right to terminate the Site or your license, make access unavailable, and change the Site content, with or without reason or notice at any time. Accordingly, if you would like a copy of something that you are authorized to copy, you should copy it when you see it.

### WASHINGTON LAW, FORUM, STATUTE OF LIMITATIONS, ETC.

This agreement is governed by the laws of the State of Washington. You consent to the jurisdiction and venue of the courts in Spokane, County, WA, in all disputes arising out of or relating to the Site, any use of it or any information in it. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any other reason, please contact us immediately. If you feel compelled to bring a lawsuit or other proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of these terms and conditions declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

