



Terms of Use

The NCPD Federal Credit Union website is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained herein. Your use of the NCPD Federal Credit Union website constitutes your agreement to all such terms, conditions, and notices.

Modification of These Terms of Use

NCPD Federal Credit Union reserves the right to change the terms, conditions, and notices under which the NCPD Federal Credit Union site/services are offered. You are responsible for regularly reviewing these terms and conditions and additional terms. Your continued use of the NCPD Federal Credit Union site/services constitutes your agreement to all such terms, conditions, and notices.

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Unless otherwise specified, the NCPD Federal Credit Union website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the NCPD Federal Credit Union website.

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NCPD Federal Credit Union is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by NCPD Federal Credit Union of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the NCPD Federal Credit Union site/services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. NCPD Federal Credit Union shall not be responsible for or liable for any part of any such dealings or promotions.

Unlawful or Prohibited Use

As a condition of your use of the NCPD Federal Credit Union site/services, you will not use the NCPD Federal Credit Union site/services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the NCPD Federal Credit Union site/services in any manner which could damage, disable, overburden, or impair any of the NCPD Federal Credit Union site/service(s) (or the network(s) connected to any NCPD Federal Credit Union site/service(s)) or interfere with any other party's use and enjoyment of any NCPD Federal Credit Union site/service(s).

You may not attempt to gain unauthorized access to any NCPD Federal Credit Union site/service, other accounts, computer systems, or networks connected to any NCPD Federal Credit Union site/service, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the NCPD Federal Credit Union sites/services.

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NCPD Federal Credit Union does not claim ownership of the materials you provide to NCPD Federal Credit Union (including feedback and suggestions) or post, upload, input, or submit to any NCPD Federal Credit Union site/service or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission, you are granting NCPD Federal Credit Union, its affiliated companies, and necessary sublicensees permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

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You acknowledge that the software and any accompanying documentation and/or technical information are subject to applicable United States export control laws and regulations. You agree not to export or re-export the software, directly or indirectly, to any countries that are subject to U.S. export restrictions.

Disclaimer of Liability

The information, software, products, and services included in or available through the NCPD Federal Credit Union site/services may include inaccuracies or typographical errors. Changes are periodically made to the NCPD Federal Credit Union site/services and to the information therein. The NCPD Federal Credit Union and/or its respective suppliers may make improvements to and/or changes in the NCPD Federal Credit Union site/services at any time.

Advice received via the NCPD Federal Credit Union site/services should not be relied upon for personal, medical, legal, or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. NCPD Federal Credit Union and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services, and related graphics contained within the NCPD Federal Credit Union site/services for any purpose.

All such information, software, products, services, and related graphics are provided "as is" without warranty of any kind. NCPD Federal Credit Union and/or its respective suppliers hereby disclaim all warranties and conditions regarding this information, software, products, services, and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title, and non-infringement. You specifically agree that NCPD Federal Credit Union shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through an NCPD Federal Credit Union site/service.

You specifically agree that NCPD Federal Credit Union is not responsible or liable for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that the NCPD Federal Credit Union is not responsible for any content sent using and/or included in a Western New York Federal Credit Union site/service by any third party.

In no event shall NCPD Federal Credit Union and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of NCPD Federal Credit Union site/services, with the delay or inability to use NCPD Federal Credit Union site/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through NCPD Federal Credit Union site/services, or otherwise arising out of the use of the NCPD Federal Credit Union site/services.

Whether based on contract, tort, negligence, strict liability or otherwise, even if states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the NCPD Federal Credit Union site/services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the NCPD Federal Credit Union site/services.

Termination / Access Restriction

NCPD Federal Credit Union reserves the right, in its sole discretion, to terminate your access to NCPD Federal Credit Union site/services based on inactivity, which is defined as failing to log in to a particular service for an extended period of time, as determined by NCPD Federal Credit Union. The amount of time that NCPD Federal Credit Union currently considers as an "extended" period of time may be viewed in the FAQ relating to the particular service. Upon termination of access to the NCPD Federal Credit Union site/service, your right to use the NCPD Federal Credit Union site/service immediately ceases. NCPD Federal Credit Union shall have no obligation to maintain any content or to forward any unread or unsent messages to you or to any third party.

Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

General

This agreement is governed by the laws of the State of New York, U.S. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in New York, in all disputes arising out of or relating to the use of the NCPD Federal Credit Union site/services. Use of the NCPD Federal Credit Union site/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions including, without limitation, this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and NCPD Federal Credit Union as a result of this agreement or use of the NCPD Federal Credit Union site/services. You agree to indemnify and hold NCPD Federal Credit Union, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the NCPD Federal Credit Union site/services.

NCPD Federal Credit Union reserves the right to disclose, without your prior permission, any personal information about you or your use of the NCPD Federal Credit Union site/services, including its contents, if NCPD Federal Credit Union has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend its rights or property or those of its affiliated companies; (3) enforce the Terms of Use; or (4) act to protect the interests of its members or others.

NCPD Federal Credit Union's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of NCPD Federal Credit Union's right to comply with governmental, court and law enforcement requests or requirements relating to your use of NCPD Federal Credit Union site/services or information provided to or gathered by NCPD Federal Credit Union with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and NCPD Federal Credit Union with respect to the NCPD Federal Credit Union site/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and NCPD Federal Credit Union with respect to the NCPD Federal Credit Union site/services.

A printed version of this agreement and of any notice given in electronic form shall be admissible in administrative or judicial proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved to NCPD Federal Credit Union.