BizCard Direct disclosure statement

BizCard Direct is a service provided to you, free of charge,
by Everence Federal Credit Union.

Terms and conditions

Please read these terms and conditions carefully. By accessing BizCard Direct and any pages contained in this site, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this site, or any pages contained in this site.

Use of information and materials

The information and materials contained in these pages – and the terms, conditions, and descriptions that appear – are subject to change. Your eligibility for particular products and services is subject to final determination and acceptance by the financial institution.

Warranty

The information and materials contained in this site, including, without limitation, text, graphics, links or other items, are provided "as is," "as available". Everence Credit Union does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties on non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

Limitation of liability

In no event will Everence Credit Union be liable for any damages, including, without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in conjunction with this site or use thereof or inability to use by any party, or in conjunction with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure, even if the financial institution, or representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other Internet resources are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by the financial institution.

Submissions

All information submitted to Everence Credit Union via this site shall be deemed and remain the property of Everence Credit Union and Everence Credit Union shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this site provides Everence Credit Union through this site. Everence Credit Union shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by the Everence Credit Union entity having the direct cardholder relationship or as otherwise specifically agreed or required by law.

User agreement

1. **General** – This User Agreement ("Agreement") describes the terms and conditions governing use of BizCard Direct provided by the financial institution. BizCard Direct may be used by the primary and/or any joint accountholder ("you") to access certain information and services regarding a credit card account with the financial institution.
2. **Agreement to terms –** Your enrollment in, access to or use of BizCard Direct constitutes your agreement to be bound by all the terms and conditions of this Agreement.
3. **Fees –** There is no additional fee for accessing your account information through BizCard Direct. Any other fees applicable in connection with your account continue to apply, as described under the terms of your Cardholder Agreement or in connection with any specific offer for specific products or services. You agree that Everence Credit Union is not responsible for any telephone or other online service provider charges incurred by accessing your account at Everence Credit Union through BizCard Direct. (Please note that fees may be assessed by your online service provider.)
4. **Electronic messages –** As part of BizCard Direct, Everence Credit Union does not accept e-mail messages from cardholders. To facilitate cardholder feedback or inquiries, please contact Everence Credit Union by using the Contact Us page within the Help & Info menu.

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5. **Enrollment and security verification –** As part of your enrollment, you chose a username that, along with other information, such as a password and personal security code, gives you access to your account with Everence Credit Union through BizCard Direct. For your protection, do not disclose your online username or password to anyone. Everence Credit Union is authorized to act on instructions received under your username without further verification.
   For security purposes, you should memorize and not write down your online username and password. You are responsible for keeping your online username, password, other identifying information, account numbers and other account data confidential. If you believe that your online username or password may have been lost or stolen, or that someone has transferred or may request a transfer to or from your account or may request a change in your information without your permission, notify Everence Credit Union immediately.
6. **Change in terms –** Everence Credit Union may change or limit any aspect of BizCard Direct or this Agreement at any time with or without prior notice; provided, however, that you will be given prior notice if fees are assessed for the use of BizCard Direct.
7. **Termination: Suspension –** Your enrollment in, access to, use of BizCard Direct, or BizCard Direct itself may be terminated or suspended, in whole or in part, at any time for any reason with or without prior notice. Examples of reasons for such include, without limitation:
   - You have reported your card as lost or stolen
   - Your account has been closed with a zero balance
   - Fraudulent activity has occurred on your credit card account
   - Your account has been reported with a bankruptcy status
   - Any attempt to misuse BizCard Direct
   - Whole or partial, permanent or temporary, termination of BizCard Direct.
   - If you wish to cancel your access to BizCard Direct, please contact the financial institution.

I. **Liability –** Except as specifically provided in this Agreement or as otherwise required by law, you agree that neither the financial institution, its affiliates, or subsidiaries nor its service providers shall be responsible for any loss, damage, or bodily injury, whether caused by hardware, software, the financial institution, BizCard Direct, World Wide Web (web) browser providers, Internet access providers, online service providers, or by an agent or subcontractor of any of the foregoing, or otherwise. Neither the financial institution, its affiliates, subsidiaries, nor any service providers shall be responsible for any direct, indirect, special or consequential, economic, or other damages arising in any way out of the installation, use, or maintenance of hardware, software, BizCard Direct, web browser, or access software.

II. **Billing statements –** Your printed monthly statement represents the financial institution's disclosure to you of applicable account information. Please refer to your statement for important information.

III. **Access hours, use, etc. –** You can access your Everence Credit Union account through BizCard Direct seven days a week, 24 hours a day. However, at certain times, some or all of BizCard Direct may not be available due to system maintenance or failure. Everence Credit Union is not responsible for your inability to access BizCard Direct, for whatever reason. Account balance and activity information are generally updated daily. However, daily updates may not occur due to system maintenance or failure. Everence Credit Union is not responsible for any failure to update information, for whatever reason.

IV. **Miscellaneous –** Everence Credit Union can delay enforcing any of its rights under this Agreement or in connection with BizCard Direct without losing them. If any provision of this Agreement is deemed unenforceable, such will not make any other provision unenforceable.

V. **Governing law and jurisdiction –** This Agreement is entered into and will be performed in the state of residence and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the state of residence, notwithstanding any conflict-of-laws doctrines.

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