



Business Directory Terms and Conditions

IMPORTANT: Please read the terms and conditions (the "Agreement"; the "Terms and Conditions") carefully before participating in Alliance Credit Union's ("Alliance") Business Directory available on the Alliance web site ("Directory" or "Business Directory"). "Participant", "User" and "you" refers to the business members of Alliance Credit Union who have chosen to participate in the Directory, and their employees, officers and directors.

I. Introduction

This Agreement explains the Terms and Conditions that govern the Business Directory. It is your responsibility to ensure that you have read and understand them. By participating in the Directory, you agree to be bound by the respective Directory Terms and Conditions. Participation in the Directory is at the sole discretion of Alliance, and Alliance has the right to change the respective Directory Terms and Conditions, in whole or in part, or to discontinue the Directory, with or without notice to its members. By continuing to use the Directory following such modifications, you agree to be bound by such modifications to the Terms and Conditions

II. General Terms and Conditions

In consideration of use of the Directory, you agree to: (a) provide true, accurate, current and complete information about yourself and/or business as prompted by the registration page; and (b) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, as solely determined by Alliance, Alliance has the right to delete your information and block current or future use of the Directory without prior notice. Alliance reserves the right to change any other information on this Directory including but not limited to revising and/or deleting features or other information without prior notice.

You agree not to resell, sub-license, rent or transfer, in whole or in part, the Directory or use of or access to the Directory or any information available on the Directory.

By using the Alliance Credit Union Business Directory, including any applets, software, and content contained therein, you agree that use of the Directory is entirely at your own risk. Alliance is neither endorsing, promoting, nor responsible for companies and/or persons listed. THE DIRECTORY IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. SEE THE DISCLAIMER OF WARRANTIES AT SECTION V.

Clicking on certain links within this Directory might take you to other Web sites for which Alliance Credit Union assumes no responsibility of any kind for the content, availability or otherwise.

In addition to the general terms in this Section II, the following sections also apply,

III. Participation; Access; Trademarks

Participation in and use of the Directory is limited to business members of Alliance in good standing and with current share draft (checking) accounts. Access is via a password and user ID provided by Alliance. Access may be revoked by Alliance as set forth in this Agreement.

For so long as Participant has access, Participant grants Alliance a limited license, for use in the Directory, to Participant's trademarks and service marks, if any, provided by Participant on the registration page or otherwise provided for use in the Directory.

IV. User Conduct

While using the Business Directory, you may not:

1. Restrict or inhibit any other user from using and enjoying the Directory;
2. Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
3. Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Alliance Credit Union) or engage in spamming or flooding;
4. Post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
5. Reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information received through the Directory to anyone without the express prior written consent of Alliance. Copying and distributing the Directory to third parties is forbidden;
6. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Directory for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
7. Upload, post, publish, transmit, reproduce, sell or distribute in any way, information, software or other material obtained through the Directory which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; as the Directory is copyrighted as a collective work under U.S. copyright laws; or
8. Use or permit the use of the Directory for the purpose of preparing an original database, comparing other databases, compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, business directory, or other compilation of information or databases that is sold, rented, published, or furnished in any manner to a third party.

Alliance Credit Union reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

V. Disclaimer of Warranty

THE DIRECTORY IS BEING PROVIDED TO PARTIES "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE DIRECTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALLIANCE EXCLUDES ALL CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THIS AGREEMENT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, WITH RESPECT TO THE DIRECTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND TERMS AS TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES AND TERMS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

ALLIANCE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF OR ACCURACY OF ANY ADVERTISEMENTS FOR, ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY DIRECTORY PARTICIPANTS OR SUPPLIERS IN CONJUNCTION WITH THE DIRECTORY.

YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE GIVEN OR MADE BY OR ON BEHALF OF ALLIANCE PRIOR TO THIS AGREEMENT AND YOU WAIVE ALL REMEDIES WHICH, BUT FOR THIS DOCUMENT, MIGHT OTHERWISE BE AVAILABLE TO YOU IN RESPECT OF SUCH REPRESENTATION, WARRANTY OR OTHER ASSURANCE.

VI. Directory Termination or Changes

Alliance reserves the right to terminate the Business Directory at any time without notice. Alliance may modify this Agreement from time to time, with or without notice, and your continued participation in the Directory after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Agreement that can be found at the Alliance Web site regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Directory, by writing to Alliance to have your information deleted and your password blocked, and by otherwise ceasing use.

VII. Failure to Comply With Terms and Conditions and Termination

Participation in the Directory is subject to the Directory Terms and Conditions. You acknowledge and agree that Alliance may terminate your password or account or deny you access to all or part of the Web site alliancecreditunion.org without prior notice if you engage in any conduct or activities that Alliance in its sole discretion believes violate any of the Terms and Conditions, violate the rights of Alliance, or is otherwise inappropriate for continued access. In addition, any failure to comply with the Directory Terms and Conditions, any fraud or abuse, or any misrepresentation of any information furnished to Alliance by you, or anyone acting on your behalf, may result in the termination of your eligibility to participate in and access to the Directory. In the event of fraud,

misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf, Alliance reserves the right to suspend access to your share account indefinitely pending investigation.

VIII. Links from and to this Directory

You acknowledge and agree that Alliance and any of its Web site co-branding providers have no responsibility for the accuracy or availability of information provided by linked sites. Links to external Web sites do not constitute an endorsement by Alliance or its Web site co-branding providers of the sponsors of such sites or the content, products, advertising or other materials presented on such sites.

Information in the many Web pages that are linked to Alliance's Web site comes from a variety of sources. Some of this information comes from official Alliance licensees, but some comes from unofficial or unaffiliated organizations and individuals, both internal and external to Alliance. Alliance does not author, edit, or monitor these unofficial pages or links. You acknowledge and agree that Alliance and its Web site co-branding providers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such external sites or resources.

IX. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of law rules. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The failure by Alliance to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between parties and Alliance with respect to the Directory.