

Terms of Use

MERRIMACK VALLEY CREDIT UNION MARKETPLACE AGREEMENT

Last updated on August 2017

Merrimack Valley Credit Union provides a conduit for members to access discounted offers from local businesses and service providers through a "Marketplace Page" link on www.mvcu.com.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT AND LINK JUST AS IF YOU HAD SIGNED THIS AGREEMENT

Individuals who access Marketplace offers must meet/agree to these requirements:

- i. Be an existing member of Merrimack Valley Credit Union
- ii. Be at least 18 years old
- iii. Understand that Merrimack Valley Credit Union is a passive conduit and does not endorse any of the products and services posted in the Marketplace
- iv. Read and accept the terms of this agreement (see details below)
- v. Contact the Service Provider directly to access the offer
- vi. Agree not to hold Merrimack Valley Credit Union liable for any issues related to your purchase of services from the Service Provider you found in the Marketplace, or as a result of any disagreement or complaint against the Service Provider

Businesses who advertise products or services in the Marketplace must abide by these requirements:

- i. Be licensed to sell products and services in the state of Massachusetts or New Hampshire
- ii. Provide a real discounted offer less than what you normally sell the product or service
- iii. Advertise your offer for no less than 2 weeks
- iv. Understand that Merrimack Valley Credit Union allows businesses to advertise a discounted offer to members as a member benefit. Merrimack Valley Credit Union is a passive conduit and does not endorse any products or services advertised in the Marketplace, and reserves the right to remove offers at its discretion
- v. Read and accept the terms of this agreement (see details below)
- vi. Agree to provide and honor the offer as advertised in the Marketplace
- vii. Work out the details and pricing with the buyer directly
- viii. Agree not to hold Merrimack Valley Credit Union liable for any issues related to your offer or disagreement with a Merrimack Valley Credit Union member

In order to use the Service (as defined below), You, the user or Member (collectively "You" or "Your") or Service Provider must read and accept all of the terms and conditions in, and linked to, this Marketplace Agreement (this "Agreement"), which may be modified by Merrimack Valley Credit Union (MVCU) from time to time at our sole discretion. All modifications will be posted on our Website and such modifications will become effective immediately upon the posting thereof. It is Your responsibility to

review this Agreement on a regular basis to keep Yourself informed of any modifications. As You read this Agreement, You must access and read any linked information.

TERMS AND AGREEMENT

1. MVCU SERVICE

MVCU provides access to offers to Members from Service Providers. These offers are exclusive to Members. If You are not an existing Member, You must meet all eligibility requirements of MVCU and become a Member. You may visit www.mvcu.com for information on becoming a Member.

2. MEMBER REQUIREMENTS

As a condition of Your use of the Service, You agree that (a) You are an existing Member (b) You will provide proof of Membership to any Service Provider upon accepting a Service Provider's Offer, (c) You must contact the Service Providers directly to inquire about or accept any Offers, and (c) You have accepted the terms of this agreement and acknowledged that You have read, understood and agree to be bound by all of the terms, conditions and notices contained in this agreement just as if You had signed this agreement.

3. MINIMUM AGE

The minimum age to participate is eighteen (18) years of age. If You are under the age of eighteen (18), You are prohibited from using the Service.

4. USE VOID WHERE PROHIBITED

The Service is void where prohibited.

5. PRIVACY POLICY

MVCU has established a privacy policy ("Privacy Policy") to explain to You, and other Members, how Your personal information is collected and used. This privacy policy is located on our website or by clicking on the following link: https://www.mvcu.com/Privacy_Disclosures_66.html. This Privacy Policy, as all terms and conditions of this Agreement, are subject to change at MVCU's sole discretion for any or no reason.

6. PUBLICATION AND DISTRIBUTION OF CONTENT

MVCU does not guarantee the accuracy, integrity, quality or appropriateness of any Offers or Content transmitted to or through the Service. You acknowledge that MVCU simply acts as a passive conduit for the publication and distribution of Offers and Content posted to the Service. You understand that all Content and Offers posted on, transmitted through or linked through the Service, are the sole responsibility of the Service Providers and/or person from whom such Content and/or Offer originated. You understand that MVCU does not control, and is not responsible for Content or Offers made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Offers.

You further acknowledge that MVCU has no obligation to screen, preview, monitor or approve any Content or Offers posted or submitted by any Service Providers. However, MVCU reserves the right to review and delete any Content or Offers for any reason. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks associated with the use, accuracy, usefulness, completeness or appropriateness of any Content or Offers. Under no circumstances will MVCU be liable in any way for any Content, Service Providers or Offers, including, but not limited to, any Content or Offers that contains any errors or omissions, or for any loss or damage of any kind whatsoever incurred as a result of, or in any way related to, the use of any Content or Offers, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against MVCU relating to these Terms of Use, the Marketplace Page, the Content, Service Providers or Offers, and anything and everything else whatsoever in any way related thereto, and further agree to release, indemnify and hold harmless MVCU from and against any and all loss, claims, damages, liability, or any other thing whatsoever (including reasonable attorney's fees, costs and expenses) related thereto.

7. SERVICE PROVIDERS

MVCU does not endorse and is not responsible or liable for any Content, Offers, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers, or for any other matter related to Service Providers including, but not limited to, any Service Providers' conduct, actions, workmanship, fitness, malpractice, criminal conduct, action, inaction, negligence or anything else whatsoever. You agree that should You use or rely on such Content, Service Providers, Offers, data, advertisement, products, goods or services, available or unavailable from, or through any Service Providers, MVCU is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with or in any way related to such use or reliance. Your dealings with, or participation in promotions of any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Providers exclusively and do not involve MVCU. You should make whatever investigations, utilize due diligence, and other resources that are reasonable, necessary or appropriate before hiring, purchasing from, ordering from or otherwise engaging Service Providers or accepting or utilizing any Offers. YOU ASSUME ALL RISK.

You agree that MVCU is not responsible for the accessibility or unavailability of any Service Providers or Offers or for Your interactions and dealings with Service Providers. You waive the right to bring or assert any claim against MVCU relating to any Service Providers and release MVCU from any and all liability for or relating to Service Providers including, but not limited to, any claims for bodily injury, property damage, negligence, recklessness, malpractice, economic loss, loss of use, violations of consumer protection law, breach of contract, discrimination, harassment, and everything else whatsoever.

8. HEALTH RELATED PROVIDERS

In the event that any Service Providers are medical, dental, health or other wellness providers, the contents of the MVCU Website, such as text, graphics, images,

information or other materials contained on the MVCU Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the MVCU Website.

If You think You may have a medical emergency, call 911 immediately. MVCU does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may appear, be mentioned on, or linked to the Website. MVCU is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. You may not rely on any Content provided by MVCU, MVCU employees, or others appearing on, or linked to, or in any way related to, the Website.

9. YOUR CONDUCT In connection with Your use of the Service, You represent and warrant that You: (a) are eighteen (18) years of age or older; (b) have read and understood all terms and conditions and links and agree to be bound by all. (c) will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws; (d) will not engage in conduct that may be considered by MVCU to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable; (e) will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with MVCU, or otherwise attempt to mislead others as to the identity of a Member; (f) will not take any action that would undermine the Service; (g) will not attempt to gain unauthorized access to the Service, other Member accounts, or other computer systems, networks or web pages or links connected to the Service or Service Providers; (h) will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights; (i) will not use the Service in any way that could interfere with the rights of MVCU, the Service Providers or the rights of other users of the Service; (j) agree not to re-sell or assign Your rights or obligations under this Agreement; (k) will not reproduce, duplicate, copy, sell, re-sell or exploit any Content or Offers; (l) will not access any Content for any commercial, educational or other purposes not related to Your personal viewing of the Offers, without the express written consent of MVCU, which consent may be withheld by MVCU in our discretion; and (m) understand that the Content, Offers and Service Providers do not reflect the views of MVCU, its officers, managers, owners, employees, agents, designees or other users. In addition, MVCU retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. MVCU

may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, MVCU may seek any and all other remedies available to it, including (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

10. DISCLOSURE OF INFORMATION

MVCU may make Your identifiable information and the Content available to our employees and third parties with whom we contract for use to handle Your account in accordance with our Privacy Policy. In addition, MVCU may provide non-personally identifiable aggregate statistics, unique identifiers, demographic and other anonymous information about You and MVCU users to advertisers, Service Providers and other third parties. You agree that MVCU may make such uses of information You provide or MVCU collects.

You agree that MVCU may access, preserve and disclose Your account information, any information provided by You to MVCU, including, but not limited to, the Content for the purposes described in this Agreement, if required to do so by law or if in good faith, MVCU believes that such access, preservation or disclosure is reasonably necessary to: (a) comply with any legal process, including but not limited to an enforceable court order or lawful third party subpoena; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of MVCU, its users and/or the public.

As MVCU continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

11. TERM AND TERMINATION

The term of this Agreement will for the term of Your Membership at MVCU, and will continue until termination by either party in accordance with the terms of this Agreement or termination or dissolution of the Rewards Program, which is at MVCU's sole discretion.

If MVCU deems it necessary, in its sole discretion, MVCU may immediately terminate this Agreement, Your Membership and Your access to the Service and Offers. Termination of Your Membership will include removal of Your access to all Offers of the Service and barring Your further use of the Service.

12. MODIFICATION OF TERMS AND CONDITIONS

MVCU will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website (www.MVCU.com) or link. MVCU will make note of the date of the last

update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

13. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE

MVCU reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that MVCU will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that MVCU may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service. You agree that MVCU has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

14. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. MVCU is not responsible for any delays, failures or other damage resulting from such problems. Further, MVCU has no obligation, duty or liability to insure or take any steps to correct or repair said limitations, delays or other such problems.

15. USER FEEDBACK

MVCU appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of MVCU. In addition, none of the Submissions will be subject to any obligations of confidentiality and MVCU will not be liable for any future use or disclosure of such Submissions.

16. COPYRIGHT MATERIALS

All MVCU's materials and other information on the Website, including, but not limited to, all text, graphics, logos, icons, images, marks, audio clips, downloads, data compilations and software are the exclusive property of MVCU and are protected to the extent permissible by all United States and international copyright laws. Further, any Service Providers' text, graphics, logos, icons, images, marks, audio clips, downloads, data compilations are the exclusive property of the Service Provider and/or its licensors and are protected to the extent permissible by all United States and international copyright laws.

17. WARRANTY DISCLAIMER

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT MVCU ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. MVCU EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR MVCU COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK IN SOME JURISDICTIONS, DISCLAIMERS OF IMPLIED WARRANTIES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU AS THEY RELATE TO IMPLIED WARRANTIES.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MVCU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF MVCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE, (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF INFORMATION; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE OR OTHERWISE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY MVCU OR THE FAILURE OF MVCU TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

TO THE EXTENT MVCU IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, MVCU'S LIABILITY FOR DAMAGES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

19. INDEMNIFICATION

You agree to indemnify, defend and hold harmless MVCU, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands,

costs, or any other thing whatsoever, including reasonable attorneys' fees and court costs due to or arising from, but not limited to: (a) any violation of this Agreement by You; (b) use of the Service, the Marketplace Page, the Content, Service Providers or Offers (c) any claim or controversy involving a Service Provider, and (d) the Terms of Use and the contents of this Agreement. Any provision or term of this Agreement relating to indemnification or limited liability of MVCU shall not be construed to conflict with, limit or restrict any other provision relating to indemnification or limited liability or MVCU.

20. BREACH OF AGREEMENT

Notwithstanding any other provision of this Agreement, MVCU reserves the right to seek any available legal, equitable or other remedy including, but not limited to, specific performance of any term contained herein, preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof

21. NOTICE

You agree that MVCU may communicate any notices to You under this Agreement, through electronic mail, regular mail to the last address You have provided to MVCU or posting the notices on the www.MVCU.com. All notices to MVCU shall be in writing and sent via certified mail, return receipt requested, to Merrimack Valley Credit Union, 947 Western Avenue, Lynn, Massachusetts 01915, Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or the return to sender of an unaccepted certified mailing, return receipt.

22. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and MVCU related to the Service and supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and MVCU regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to MVCU under this Agreement.

Further, You understand, warrant and represent that this Agreement in no way affects, modifies, alters or amends:

- (a) Any other services, promotions or offers of MVCU.
- (b) Your rights, duties and responsibilities under any now existing or future agreements with MVCU including, but not limited to:
 - (i) Banking (ii) Checking or Savings Accounts (iii) Deposit Accounts (iv) IRA's (v) Car Loans (vi) Mortgages (vii) Personal Loans (viii) Lines of Credit (ix) Credit Cards (x) Financial Services

23. GOVERNING LAW

This Agreement and the relationship between You and MVCU will be governed exclusively by the laws of the Commonwealth of Massachusetts, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to

the exclusive jurisdiction of the District and Superior Courts of Essex County, Massachusetts, or the federal court located in Boston, Massachusetts, and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that MVCU may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found and/or for any or no other reason. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

24. PROVISIONS REMAINING IN EFFECT

In the event Your membership with MVCU is terminated or lapses or You are no longer a Member, the provisions of this Agreement favorable to MVCU including those regarding damages, indemnification and limited liability will continue to remain in effect.

25. ASSIGNMENT

This Agreement may not be assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of MVCU's rights if MVCU fails to enforce any of the terms or conditions of this Agreement against You. No joint venture, partnership, employment or agency relationship exists between You and MVCU or between MVCU and the Service Providers as a result of this Agreement or use of the Service.

26. WAIVERS, REMEDIES

Failure or delay by MVCU to exercise any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver by MVCU of any of the provisions of this Agreement shall be deemed, or shall constitute a continuing waiver. No waiver by MVCU shall be binding unless executed in writing by the party making the waiver. All remedies available to MVCU shall be cumulative and nonexclusive.

27. INVALIDITY

The terms and provisions of this Agreement are expressly made subject to applicable federal and state statutes, laws, and rules and regulations promulgated thereunder, as amended from time to time, and including the rules, regulations or administrative policies of any banking, credit union, finance or other agency which regulates, audits or has jurisdiction over MVCU. Any rule, regulation or administrative policy of any government agency having jurisdiction which relates to the subject matter of this Agreement shall be deemed to be incorporated herein, and shall supersede the terms of this Agreement, if the same is more favorable to MVCU. In the event any provision of this Agreement is deemed by a court of competent jurisdiction or a governmental agency to be in violation of any of the above, such provision shall be of no force or effect, and this Agreement shall continue as though such superseded provision were not contained in this Agreement. Notwithstanding the provisions of paragraph 12 above, MVCU may terminate this Agreement at any time and without notice to comply with the requirements of any of the aforementioned agencies.

28. ATTORNEY'S FEES

Should any legal action or other proceeding be brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in

connection with any of the provisions of this Agreement, or if any action for declaratory or injunctive relief arises out of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees and other costs incurred in that action, proceeding or appeal from the same, in addition to any relief to which may be ordered by a court of competent jurisdiction or to which it or they may be entitled.

29. PARAGRAPH HEADINGS AND CAPTIONS

The paragraph headings or captions are used only as a matter of convenience for the reader, and are not to be considered part of this agreement or to be used in determining the intent of the parties. The paragraph headings or captions as used herein shall not be used or interpreted to modify, change, or alter the content of the paragraph.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND LINK AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.