

Last Revised: January 12, 2026

TERMS OF USE

THESE TERMS ESTABLISH AN AGREEMENT WITH YOU, AND YOU AGREE TO BE BOUND BY THESE TERMS UPON THE EARLIER OF: (A) VISITING THIS WEBSITE; (B) CLICKING ANY “ACCEPT” OR “AGREE” OPTION ACCOMPANYING THESE TERMS; OR (C) RECEIVING OR USING ANY RESOURCES THAT WE PROVIDE THROUGH THIS WEBSITE. **NOTE: THESE TERMS INCLUDE A MANDATORY ARBITRATION PROVISION AND A WAIVER OF THE RIGHT TO A JURY TRIAL.**

The full view of these Terms is provided below. For your convenience, you may use the following links to go directly to the different sections of these Terms:

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1. INTRODUCTION

1.1 Us. This website is owned and managed by Empower Federal Credit Union, a not-for-profit financial cooperative federally chartered under the laws of the United States (“our,” “us,” or “we”). These Terms of Use (“Terms”) apply to this website and our other Resources (defined in **Section 2.1**).

1.2 You. These Terms are binding on the person who visits, accesses, or uses this website or our other Resources (“you” or “your”).

1.3 Minimum Age Requirement. All users of our website and other Resources must be of the age of majority, which is 18 years of age or older according to applicable law in the user’s state or jurisdiction.

1.4 Binding. By registering with, accessing, or otherwise using our website or other Resources, you hereby agree to be bound by these Terms.

1.5 Financial Agreements. We provide financial services and products to our members under our Consumer Membership and Account Agreement, Business Membership and Account

Agreement, or other agreements relating to our financial services or products (collectively, the “**Financial Agreements**”). These Terms will not apply to any rights or obligations of you or us under any Financial Agreement. Likewise, these Terms are not incorporated into or a part of any Financial Agreement. If any question or issue arises as to whether any of these Terms conflict with any terms of any Financial Agreement, the terms of the Financial Agreement will control and prevail. Nothing in these Terms will be interpreted in a way to limit or waive your rights under the Gramm-Leach-Bliley Act or the regulations promulgated thereunder.

1.6 Resource Agreements. You may be bound by contracts, other than these Terms and Financial Agreements, related to Resources that you receive, such as terms, conditions, or agreements applicable to the Resources (collectively, the “**Resource Agreements**”). In the event of a conflict between these Terms and the terms of any Resource Agreement, these Terms will control and prevail.

1.7 Privacy Policy. These Terms include and incorporate our [Privacy Policy](#).

1.8 Our Affiliates. We rely on our relationships with various types of affiliates to conduct our business. In these Terms, the term “affiliates” will be interpreted to include our third-party technology suppliers, contractors, corporate affiliates, service providers, processors, vendors, licensors, lessors, and other third parties with whom we have a business relationship.

1.9 Non-Limiting Words. In these Terms, we use the words “including,” “includes,” and “such as” in a non-limiting fashion.

1.10 Updates. We reserve the right to change these Terms from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms periodically to familiarize yourself with any changes. Your continued use of the Resources after such changes will be considered and constitute your agreement to the changed Terms.

2. OUR RESOURCES AND INTELLECTUAL PROPERTY

2.1 Our Resources. The following is a list of the property, tools, and infrastructure that we and our affiliates may use for our business purposes (including marketing purposes), which may vary depending on the nature of your interactions with us and may not include all of the examples listed below (collectively, our “**Resources**”):

- (a) The website displaying this Policy, including our chatbot or virtual assistant, job portal, and any other web portals controlled by us or our affiliates that are connected to this website;
- (b) Our social channels that may enable you to communicate with us;
- (c) Our mobile applications that enable you to communicate with us;
- (d) Our phone systems and video communication systems that enable you to communicate with us;

- (e) The electronic scanners and security cameras located at any facility or venue that we use;
- (f) Any surveys, forms, mobile devices, and other materials used by us or our affiliates to collect any answers or feedback from you; and
- (g) All of the trademarks, service marks, other marks, trade names, logos, slogans, symbols, designs, trade dress, domain names, uniform resource locators (URLs), concepts, ideas, inventions, works of authorship (including software, graphical user interfaces, articles, writings, publications, content, text, images, photos, audio recordings, and videos), data, information, resources, and other intellectual property displayed by, received from, or accessible through use of any of the items listed in the foregoing subsections of this **Section 2.1**.

2.2 Our Intellectual Property. We or our affiliates will retain sole ownership of all Resources, including all intellectual property rights and data property rights therein (collectively, the “**Intellectual Property**”). The Intellectual Property is protected by United States and international copyright laws and other intellectual property laws. You will not access or use any unpublished Intellectual Property without our prior written consent, and your use of any published Intellectual Property will be subject to the restrictions provided in **Section 4.1**. We reserve all rights in and to the Intellectual Property. Your violation of any of the restrictions in these Terms relating to Intellectual Property may subject you to penalties and liabilities under copyright laws, trademark laws, intellectual property laws, and civil and criminal statutes.

2.3 Changes and Monitoring. We reserve the right to make changes or updates to, and monitor the use of, the Resources at any time without notice.

2.4 Third-Party Platforms. You acknowledge that the Resources might include or enable you to access platforms controlled by third parties, such as third-party websites, web portals, social media venues, and mobile applications. For example, the Resources may include a hyperlink that sends you to a platform controlled by our affiliate or another third party. By clicking any such hyperlink, you understand and agree that you will be entering such third-party platform. We will not be responsible for any third-party platform or any changes or updates thereto. You bear all risks associated with access to, lack of access to, and use of, third-party platforms and any related third-party services. Please review the terms and conditions of the owner of the applicable third-party platform.

3. YOUR SUBMISSIONS

3.1 Ideas and Suggestions. If you have any intellectual property (including any concepts, ideas, suggestions, or proposed improvements to the Resources) that you would like to present to us, you will not submit such intellectual property to us unless we have first signed a written agreement with you regarding the disclosure of such intellectual property to us. If you disclose any such intellectual property to us absent such written agreement, we will have (and you hereby grant to us) a perpetual, irrevocable, worldwide, transferrable, sublicensable, royalty-free, free-of-charge, paid-up, non-exclusive license to use, reproduce, distribute, perform, display, publish,

create derivatives of, modify, alter, make, use, monetize, market, sell, offer for sale, import, export, and commercialize such intellectual property. Such license will automatically become effective when you make such disclosure to us absent such written agreement.

3.2 User Content. If you provide any testimonials, reviews, commentary, statements, works, writings, photographs, videos, audio recordings, or other content to us that relate to or involve your use of the Resources, including any images, names, likenesses, and voices incorporated into the foregoing items (collectively, the “**User Content**”), we will have (and you hereby grant to us) a perpetual, irrevocable, worldwide, transferrable, sublicensable, royalty-free, free-of-charge, paid-up, non-exclusive license to use, reproduce, distribute, perform, display, publish, create derivatives of, modify and alter (using artificial intelligence methods or other methods), make, use, monetize, market, sell, offer for sale, import, export, and commercialize the User Content. You irrevocably waive all rights of paternity, integrity (including so-called “moral rights”), disclosure, withdrawal, attribution, and personal credit related to the User Content.

3.3 Responsibility for Submissions. You will have sole responsibility for the use, accuracy, quality, integrity, legality, reliability, and appropriateness of all intellectual property, works, data, information, content, and User Content that you provide to us or otherwise submit through use of the Resources (collectively, the “**Submissions**”).

4. ACCEPTABLE USE AND CONDUCT

4.1 Prohibitions. You will not include any false, deceptive, or erroneous information in any Submissions. You will not include any personal information, image, name, likeness, or voice of any third party in any Submissions without obtaining such third party’s prior written consent for such inclusion. In connection with your use of any Resources or your submission or use of any Submissions, you will not, directly or indirectly:

- (a) infringe upon, misappropriate, or violate any intellectual property rights, proprietary rights, privacy rights, or personal rights, including rights to image, name, likeness, or voice;
- (b) disrupt, interfere with, or harm any Resources, including the servers or networks that store or manage any Resources;
- (c) access or use any Resources that we have not published or publicly disclosed;
- (d) hack, reverse engineer, decompile, modify, adapt, create derivative works, alter (through any artificial intelligence method or other method), translate, copy, duplicate, reproduce, publicly perform, publicly display, publish, distribute, embed into any electronic medium, download (except as expressly permitted according to the terms of the applicable Resource), export, transmit, sell, trade, resell, license, sublicense, market, advertise, rent, lease, sublease, transfer, assign, host, outsource, permit timesharing or service bureau use of, monetize, or commercialize any part of the Resources in any form;
- (e) “frame” or “mirror” any part of the Resources on any server or other infrastructure of you or any third party;

- (f) remove, alter, or modify any markings or notices of us or our affiliates' proprietary rights, including attribution, copyright, proprietary, and other legal notices displayed on, by or through the Resources;
- (g) access, or attempt to access, any Resources through any robotic, automated, hacking, unethical, or unconventional means;
- (h) violate any federal, state, international, or local applicable laws, ordinances, or regulations;
- (i) interfere with our activities or business, or harm any of our customers, employees, affiliates, agents, officers, or directors;
- (j) threaten, bypass, or destroy any security measure used with or incorporated into any Resources;
- (k) transmit any content, data, or material that contains or deploys any virus, robot, malware, cyberattack, or other type of malicious or deleterious program;
- (l) upload, transmit, publish, display, or use any material or content that: (i) may reasonably be considered obscene, defamatory, offensive, abusive, hateful, inflammatory, harassing, violent, or otherwise objectionable; (ii) promotes pornographic or other sexually explicit material; (iii) promotes discrimination, violence, or hatred based on race, religion, nationality, sex, gender, disability, age, or sexual orientation; (iv) is likely to deceive any person acting reasonably under the circumstances; (v) contains any type of unauthorized or unsolicited advertising; or (vi) impersonates any person;
- (m) engage in any act that involves or constitutes gross negligence, recklessness, fraud, intentional wrongdoing, libel, slander, unethical conduct, misrepresentation, falsity, deception, an inaccurate statement, harassment, racism, sexism, bigotry, violence, assault, battery, a crime, or a violation of applicable law; or
- (n) violate any usage restrictions or policies displayed by or within any portion of the Resources.

4.2 Compliance. You will use the Resources only for the purposes intended and as permitted by these Terms, any Resource Agreements with us, the terms of our affiliates, and applicable laws, regulations and generally accepted online practices and industry guidelines.

4.3 Your Contact Information. To access the Resources, you may be required to provide certain information about yourself (such as your identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

4.4 Monitoring. Our Resources may include communication tools, such as blogs, webpages with upload buttons and fillable data fields, public chat forums, message boards, forums for ratings

and reviews, or social media channels. You understand that it might not be feasible for us to pre-screen or monitor all content posted by users of these various communication tools, which means that if you choose to use these tools to submit any User Content to us, then it is your personal responsibility to use these tools in a responsible and ethical manner. We reserve the right to review parts or all of the content that we receive from you and others, to monitor all use of, and activity on, the Resources, and to remove or reject any content in our sole discretion. We may remove content of a third party that has been uploaded or submitted without that third party's permission.

4.5 Copyright Infringement – Digital Millennium Copyright Act. If the Resources enable you or others to share or submit content, we recognize the risk that such content could cause copyright infringement. The United States Copyright Act (“**Copyright Act**”) provides service providers like us with a limitation of liability regarding any such infringement. Accordingly, pursuant to 17 U.S.C. § 512 of the Copyright Act, we provide the information and procedures set forth below in this **Section 4.5**.

4.5.1 Designated Agent. The following is the contact information of our designated agent (“**Designated Agent**”) to receive notices of copyright infringement:

Empower Federal Credit Union
1 Member Way
Syracuse, New York 13212
Phone No.: 1-800-462-5000
Email Address: legal@empowerfcu.com

4.5.2 Infringement Notice. If you or any other party (“**Complaining Party**”) concludes that the use or display of any materials or works of the Resources are infringing upon any copyrights, the Complaining Party may send a written notice to the Designated Agent (“**Infringement Notice**”). The Infringement Notice, to be effective, must include the following:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such material;
- (d) information reasonably sufficient to permit us to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted;
- (e) a statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

and

- (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

4.5.3 Takedown. Upon receiving an Infringement Notice from a Complaining Party in accordance with **Section 4.5.2** above, we will respond expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity.

4.5.4 Notice of Takedown; Replacement. If you are a subscriber of us and we remove or disable access to materials provided by you in accordance with **Section 4.5.3** above, we will:

- (a) take reasonable steps promptly to notify you that we have removed or disabled access to the material;
- (b) upon receipt of a counter notification from you (in accordance with **Section 4.5.5** below), promptly provide the applicable Complaining Party with a copy of the counter notification, and inform such Complaining Party that we will replace the removed material or cease disabling access to it within ten (10) business days; and
- (c) replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of the counter notice, unless the Designated Agent first receives notice from the applicable Complaining Party indicating that such Complaining Party filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on our system or network.

4.5.5 Counter Notice. If you, as a subscriber of us, wish to provide a counter notification, you must provide the counter notification in writing to the Designated Agent. The counter notification, to be effective, must include substantially the following:

- (a) your physical or electronic signature;
- (b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the applicable Complaining Party or an agent of such Complaining Party.

5. ACCESS CREDENTIALS

You are responsible for all activities that occur under any user accounts within the Resources. You may be required to choose access credentials, such as a password and user name. Access to and use of password-protected or secure areas of the Resources are restricted to authorized users only. You agree not to share your credentials, account information, or secured access to the Resources with any other person. You are responsible for maintaining the confidentiality of your credentials and account information, and you are responsible for all activities that occur through the use of your credentials or accounts or as a result of your access to the Resources. You agree to notify us immediately of any use of your credentials or accounts that you did not authorize or that violates these Terms.

6. TERMINATION OF USE

We may, in our sole discretion, at any time discontinue providing the Resources (or any portion thereof) or limit access to the Resources or any areas of the Resources. Also, we may, in our sole discretion, at any time, terminate or limit your access to, or use of, the Resources if we suspect that you have infringed upon the rights of a third party, violated these Terms, or engaged in any wrongdoing. You agree that we will not be liable to you or any third party for any termination or limitation of your access to, or use of, the Resources, or any content that you may have shared.

7. WAIVER OF WARRANTIES

EXCEPT TO THE EXTENT THAT ANY RESOURCE AGREEMENTS EXPRESSLY PROVIDE OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL OF THE RESOURCES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS; (B) WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT RELATING TO THE RESOURCES; AND (C) WE MAKE NO WARRANTY THAT: (I) THE RESOURCES WILL MEET YOUR REQUIREMENTS; (II) THE RESOURCES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (III) THE RESULTS THAT YOU MAY OBTAIN BY USING THE RESOURCES WILL BE ENTIRELY ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY RESOURCES PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

8. YOUR ASSUMPTION OF RISK AND RESPONSIBILITIES

8.1 ASSUMPTION OF RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (A) YOU ASSUME ALL RISK OF USING THE RESOURCES ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED FROM US OR OUR AFFILIATES; AND

- (B) YOU ASSUME ALL RISK THAT AN UNAUTHORIZED PARTY (INCLUDING A HACKER OR CYBER ATTACKER) MIGHT ACCESS, MISUSE, OR DESTROY ANY OF YOUR PERSONAL INFORMATION THAT YOU PROVIDE TO US.

8.2 YOUR RESPONSIBILITIES. YOU WILL BE SOLELY RESPONSIBLE FOR:

- (A) THE RISKS THAT YOU HAVE ASSUMED, AS DESCRIBED IN THESE TERMS, IN THE RESOURCE AGREEMENTS, OR IN THE CONTENT OF THE RESOURCES;
- (B) INVESTIGATING AND CONDUCTING DUE DILIGENCE TO DETERMINE WHETHER THE RESOURCES ARE APPROPRIATE FOR YOUR OBJECTIVES; AND
- (C) USING THE RESOURCES: (I) ONLY IN ACCORDANCE WITH THESE TERMS; (II) ONLY IN ACCORDANCE WITH THEIR INTENDED USE BASED ON OUR DESIGNS AND DESCRIPTIONS OF THE RESOURCES; AND (III) ONLY IN A WAY THAT COMPLIES WITH APPLICABLE LAW AND AVOIDS VIOLATING THIRD PARTY RIGHTS.

9. LIMITATION OF LIABILITY

9.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF ECONOMIC OPPORTUNITY, OR LOSS OF, IMPAIRMENT OF, OR HARM TO ANY PROPERTY, HARDWARE, OR DATA) INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM: (A) YOUR ACCESS TO, OR USE OF, THE RESOURCES; OR (B) ANY RISK THAT YOU HAVE ASSUMED OR ANY MATTER FOR WHICH YOU ARE RESPONSIBLE, IN EACH CASE, AS DESCRIBED IN THESE TERMS OR IN THE CONTENT OF THE RESOURCES.

9.2 MAXIMUM LIABILITY. OUR MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE RESOURCES, REGARDLESS OF THE FORM OF LEGAL ACTION THAT IMPOSES LIABILITY (WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE) WILL BE LIMITED TO THE TOTAL PRICE THAT YOU PAID TO US TO PURCHASE OR USE THE RESOURCES. IF YOU PAID NO SUCH PRICE, SUCH LIMIT WILL BE THE AMOUNT OF ONE U.S. DOLLAR (\$1.00). THE LIMIT UNDER THIS SECTION WILL APPLY IN THE AGGREGATE TO ALL OF YOUR CLAIMS, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless, us, our affiliates, and the parents, subsidiaries, affiliates, equity holders, officers, directors, employees and agents of us and our affiliates, from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of: (a) any information, materials, works, data,

or content that you share or submit; (b) any risk that you have assumed or any matter for which you are responsible, in each case, as described in these Terms or in the Resources; (c) your violation of these Terms, any Resource Agreements or any other rules, guidelines or terms of use posted for any area of the Resources; (d) your violation of applicable law; or (e) your violation or infringement of any third-party rights, including intellectual property rights and privacy rights. Upon our request before or after any court judgment, you will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims. You will cooperate as fully as reasonably requested in our defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any claim otherwise subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

11. PRIVACY AND ACCESSIBILITY

11.1 Privacy. We have developed a policy to address privacy concerns. For more information, please see our [Privacy Policy](#), which is a part of these Terms.

11.2 Accessibility. Recognizing the importance of accessibility to individuals with disabilities, we have configured the Resources in consideration of accessibility and ease of use. If you encounter an issue with accessing any portion of the Resources due to your disability, you agree to perform the following steps to enable us to investigate such issue: (a) immediately give us written notice of such issue in accordance with **Section 12.14**; and (b) include a detailed description of such issue in your notice. You may provide your notice through your guardian, caretaker, or agent on your behalf.

12. MISCELLANEOUS

12.1 Export Restrictions/Legal Compliance. You may not access, download, use, or export any Resources in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any Resources in violation of any such restrictions, laws or regulations, including laws, restrictions or regulations pertaining to the development, design, manufacture or production of nuclear, chemical, or biological weapons or missile technology. As applicable, you will obtain and bear all expenses related to any necessary licenses, authorizations, and/or exemptions with respect to your own use of the Resources outside the U.S. Neither the Resources, nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

12.2 Availability of Resources. The Resources may indicate that portions of the Resources might not be available in your location. Such indication does not imply that we commit or plan to

make such portions of the Resources available in your location.

12.3 Assignment. You will not assign these Terms, in whole or in part, to any third party without our prior written consent. Without limiting our assignment rights, we may assign these Terms, in whole or in part, to any of our affiliates or to any third party in connection with any asset sale, merger, corporate reorganization, contractual assignment or other transaction. Any purported assignment in violation of this Section will be null and void. These Terms will be binding on the Parties (defined in **Section 12.7**) and their respective successors and permitted assigns.

12.4 Waiver. Our delay or failure to exercise or enforce any rights or provisions in these Terms will not prejudice or operate to waive such right or provision.

12.5 Severability. If any part or provision of these Terms is found to be unenforceable under applicable law, such part or provision will be modified to make these Terms, as modified, legal and enforceable. The balance of these Terms will not be affected.

12.6 Governing Law. These Terms will be governed by and construed in accordance with the laws of the State of New York, excluding: (a) its conflict of laws principles; and (b) the United Nations Convention on Contracts for the International Sale of Goods.

12.7 Dispute Resolution Definitions. For the purposes of these Terms: (a) the term “**Dispute**” will mean any dispute, controversy, claim, or cause of action arising out of or relating to: (i) these Terms, any Resource Agreement, or the interpretation, enforceability, breach, termination, applicability, or validity of these Terms or any Resource Agreement; (ii) any Resources or Intellectual Property; or (iii) any other dispute arising out of or relating to the relationship between you and us; (b) the term “**Our Group**” will mean us and our parents, subsidiaries, affiliates, stockholders, directors, officers, employees, agents, suppliers, beneficiaries, assignees, and successors in interest; (c) the term “**Your Group**” will mean you and those in privity with you, such as your beneficiaries; and (d) the term “**Parties**” means you and us, and the term, “**Party**” means either you or us.

12.8 Arbitration.

12.8.1 Binding Arbitration. Except as provided in **Section 12.9**, no member of Our Group or Your Group will submit any Dispute to any court of law, the Parties hereby forfeit their right to file and litigate any lawsuit in a court of law relating to any Dispute, and each Party may only resolve Disputes through binding arbitration as provided in this **Section 12.8 (“Arbitration”)**.

12.8.2 Waiver of Right to Trial by Jury. You understand that, in the absence of this **Section 12.8**, you might have had a right to litigate disputes through a court, including the right, if any and subject to the rules of your jurisdiction, to litigate claims on a class-wide or class-action basis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER OF YOUR GROUP AND OUR GROUP HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THOSE RIGHTS AND ALL RIGHT TO TRIAL BY JURY IN CONNECTION WITH ALL DISPUTES. EACH SUCH MEMBER WILL RESOLVE DISPUTES SOLELY THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE

PROVISIONS OF THIS **SECTION 12.8**. NO PART OF THE ARBITRATION WILL BE CONSOLIDATED WITH ANY OTHER ARBITRATION OR CONDUCTED ON A CLASS-WIDE OR CLASS ACTION BASIS. EACH PARTY AGREES AND ACKNOWLEDGES THAT SUCH WAIVER IS A SUBSTANTIVE PROVISION BARGAINED BY THE PARTIES AS CONSIDERATION FOR ENTERING INTO THESE TERMS.

12.8.3 American Arbitration Association. The Party who initiates any Arbitration proceeding will submit the Dispute to the American Arbitration Association (“AAA”) for binding resolution. The Dispute will be resolved exclusively and finally by the AAA. The Parties will agree upon another arbitration forum if the AAA ceases all of its operations.

12.8.4 Election of Arbitrators. The Arbitration will be conducted by and before three (3) arbitrators. The Parties will confer to mutually select the arbitrators. If the Parties are unable to agree upon the arbitrators within thirty (30) days after the Dispute is submitted to the AAA, the AAA will independently assign the three (3) arbitrators.

12.8.5 Substantive Law; Award Limitations; Place; Language. In the Arbitration, the arbitrators will apply the laws of the State of New York, excluding: (a) its conflict of law principles; and (b) the United Nations Convention on Contracts for the International Sale of Goods. The arbitrators will not have the right to award treble damages, punitive damages, or attorneys’ fees to the prevailing Party. The location of the Arbitration will be in Onondaga County of New York or any other location that the Parties agree upon. The Arbitration will be conducted in the English language. Any decision or award rendered in the Arbitration proceeding will be final and binding on Our Group and Your Group, and judgment may be entered thereon in any state or federal court having jurisdiction. This **Section 12.8** will be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

12.8.6 AAA Contact Information. Information regarding the AAA may be obtained from the AAA online at www.adr.org or by calling the phone number or writing to the address specified at such website.

12.9 Injunctive Relief. Notwithstanding anything in these Terms to the contrary, in the event that you infringe upon or violate the intellectual property rights, privacy rights, rights of publicity, or similar rights of us or any third party in connection with the purposes or subject matter of these Terms, we will be entitled, in addition to any other remedies available, to seek a temporary restraining order and other injunctive relief in a court of law without any requirement to prove actual damages or to post a bond, and we will be entitled to any other appropriate equitable relief that the court deems proper.

12.10 Challenge of Arbitration Enforceability. If you file any lawsuit relating to any Dispute in any court of law based on any allegation or claim that the arbitration provisions of these Terms are unenforceable, invalid, or unlawful, (a) the governing law specified in **Section 12.6** will govern such lawsuit; (b) the state and federal courts serving Onondaga County of the State of New York will have sole and exclusive jurisdiction over such lawsuit and to hear and determine such Dispute; (c) you hereby irrevocably waive all claims of immunity from such jurisdiction; (d) you hereby irrevocably waive any right to resolve such lawsuit and Dispute through any different courts based

on forum or venue inconvenience; and (e) if any such court determines that such Dispute is properly subject to arbitration under these Terms, we will have the right to be awarded by such court or the arbitrators, the total of the attorneys' fees and costs that we incurred related to such lawsuit.

12.11 Arbitral/Judicial Modification. If any arbitrator or court deems any provision of these Terms unenforceable because of its scope with respect to disclaimer, limitation, waiver, area, time, business activities, ownership or other matters, such arbitrator or court, as the case may be, will have the power to modify such provision, through reductions or limitations thereon or to delete specific words or phrases. In its reduced form, such provision will then be enforceable and will be enforced under applicable law.

12.12 English Language. This Agreement will be interpreted and construed exclusively in the English language. All notices and correspondence related to this Agreement will be written exclusively in the English language.

12.13 Contact Information. You may contact us regarding these Terms through the information provided on our [contact page](#) or by writing us at the following address:

Empower Federal Credit Union
1 Member Way
Syracuse, New York 13212

12.14 Legal Notice. To notify us of any Dispute, claim, controversy (including any claim or allegation that we have breached our obligations or violated any of your rights), complaint, or accessibility issue, you will provide such notice to us in writing to our address set forth above at least via one of the following methods: (a) a nationally or internationally recognized courier service with proof of delivery service; or (b) United States Postal Service by registered or certified mail, return receipt requested and postage prepaid.

12.15 Updates of these Terms. As noted above, we may update these Terms from time to time. If you accepted a prior version of these Terms, you may contact us for a copy of the prior version.

End of Terms of Use