

## **AMERICU SOCIAL MEDIA TERMS & CONDITIONS**

UPDATED December 2023

These terms govern AmeriCU Credit Union's social media-based websites, accounts, pages, and applications (collectively, "sites"). By accessing our sites, you agree to be bound by and comply with these terms, all applicable laws and regulations, and any other applicable policies, terms and guidelines and existing agreements established by AmeriCU and those of any third parties that host our sites (which may include, but are not limited to, Facebook, YouTube, Yelp, Instagram, LinkedIn, TikTok, Pinterest, and Twitter). If you do not agree with any of these terms, do not use or access our sites. Any unauthorized use of our sites or misuse of any information posted to a site is strictly prohibited. By accessing a social media site managed by AmeriCU, you are agreeing to these guidelines. We reserve the right to change these guidelines at any time at our sole discretion.

These terms govern AmeriCU Credit Union's social media-based websites, accounts, pages, and applications (collectively, "sites") and other social network discussion including but not limited to discussion forums, blogs, wikis and podcasts.

### **INFORMATION/SOCIAL MEDIA PURPOSE**

AmeriCU uses social media channels to provide you with an additional communication channel; a community where you can learn, discuss ideas, and converse about the many features of our products and services with others that share your interest in AmeriCU. Social media channels work best when participants treat their fellow posters with respect and courtesy and add value to the conversation.

Social media includes online technologies and practices used to share stories, information, opinions, host conversations and build relationships. That includes text, pictures, video, audio, and real-time.

### **PRIVACY AND CONFIDENTIAL INFORMATION**

AmeriCU social media is generally available to the public. Never post personal, private or confidential information such as your address, telephone number, account information or password. We are not responsible for anything that may occur if you post your personal, private or confidential information to a social media site. We will never ask you to provide this type of information through a public channel like social media. If you have any doubt about the confidentiality of certain information, please don't post it. AmeriCU may post photographs taken at Credit Union sponsored and/or local events to AmeriCU social media channels. It is our policy not to "tag" individuals in photos, but to allow users to tag themselves and others in photos. To request an image be removed from AmeriCU social media, please send a message to

hello@americu.org detailing your request and including your name, contact information with phone number, the title of the image in question, and the reason for the request.

### **BLOCKED/RESTRICTED CONTENT**

We reserve the right to remove posts and block posts which may be deemed inappropriate and/or pose a security threat to our members. Anyone who repeatedly posts material that contains hateful, profane, harassing, threatening, or obscene references, confidential content, self-promotion/advertising, fraudulent or misleading comments, spam, and/or copyright violations, and/or promotes illegal activities, and/or violates other state/local/federal law, will be banned from participating on this page. PLEASE NOTE THAT WE CANNOT ACCEPT COMMENTS FROM INDIVIDUALS UNDER THE AGE OF 13. We recommend that you familiarize yourself with the privacy and security policies of the social media sites you use (such as Facebook) and understand how your information can be displayed and used throughout each site as well as other third-party sites that may be linked.

### **PARTICIPATION GUIDELINES**

When using an AmeriCU social media site, we request that you follow guidelines that will help keep the discussions constructive, relevant, and appropriate. We reserve the right to moderate and delete any content at our sole discretion. Posts in HTML Format (or URLs) will be removed. Please only use plain text when submitting your comments. Posts containing images and/or videos will not be accepted, unless specifically requested by an authorized representative of AmeriCU for a contest or other business-related purpose. In these instances, pictures will be reviewed and will not be posted if deemed inappropriate. An employee may associate themselves with the credit union through their personal account, but any personal opinions stated are purely their own and not of AmeriCU.

If you are an employee of AmeriCU Credit Union or one of its subsidiaries, you MUST disclose your employment status when you submit a comment or question to an AmeriCU site. When commenting on the Credit Union, unless you are authorized to speak on behalf of AmeriCU, you must state that the views expressed are your own. If we feel the nature of your comment is confidential (based on AmeriCU's Confidentiality policy), shares information not generally available, or recommends an action which could adversely affect our members, we reserve the right to remove the comment from a blog or social media site immediately without notice to you.

### **RESPONSE TIME**

Monitoring of the AmeriCU social media sites will take place between the hours of 8:00AM and 5:00PM EST, Monday - Friday (with the exception of observed holidays). We will do our best to respond to posts within two hours during this set time and will seek to connect with users as soon as possible outside of this set time frame. Users may also connect with us by

visiting [www.AmeriCU.org](http://www.AmeriCU.org) and clicking 'Let's Connect' in the bottom right-hand corner for assistance during business hours.

## **ENDORSEMENT**

AmeriCU has not reviewed all of the third-party sites linked to its social media sites and is not responsible for their contents. The inclusion of any third-party link does not imply endorsement by AmeriCU. AmeriCU does not endorse comments made by individuals, including AmeriCU employees. Endorsed, official AmeriCU comments are posted from AmeriCU Credit Union's corporate social media accounts. AmeriCU does not endorse or validate assertions or forward-looking statements in the comments. All statements and viewpoints expressed in the comments are strictly those of the commenter alone, and do not constitute an official position of AmeriCU.

## **DISCLAIMER**

The materials on AmeriCU's sites are provided "as is." AmeriCU makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, AmeriCU does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its sites or otherwise relating to such materials or on any sites linked to these sites. The information and content provided on our sites are intended for informational purposes only. AmeriCU is not responsible for any content posted by users, including posts made by employees or agents who are not authorized administrators of our sites. Content posted by others is not edited by AmeriCU and does not necessarily represent the views or positions of AmeriCU.

## **RELATIONSHIP**

Your accessing of our sites in no way shall be deemed to create an agency or employee-employer relationship of any kind between you and AmeriCU, nor do these terms extend rights to any third party. You also agree that in the course of your accessing and using our sites, that no relationship is formed between yourself and AmeriCU that is either confidential or fiduciary in nature beyond any existing relationship you may have with us.

## **LIMITATIONS/INDEMNIFICATION**

In no event shall AmeriCU, its affiliates or suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on AmeriCU's sites, or for loss or damage that results from your failure to comply with these terms or other applicable guidelines, or from any technical, human or software errors or failures found within our sites. You agree to indemnify, defend and hold harmless AmeriCU, its officers, employees and agents from any and all liability

with respect to any claims from any third parties arising from your use of our sites or violations of these terms or applicable guidelines.

### **UNSOLICITED IDEA SUBMISSION**

AmeriCU and its subsidiaries request that you do not offer unsolicited ideas via social media, including ideas for new or improved products, processes or technologies, product enhancements, advertising and marketing campaigns, promotions or new product names. Please do not send any original materials, suggestions or other items. The sole purpose of these terms & conditions is to avoid potential misunderstandings or disputes when AmeriCU's products or marketing efforts might seem similar to ideas submitted to the Credit Union. If, despite our request not to send us your ideas, you still do, then regardless of what your communication states, the following terms shall apply to your submission: You agree that: (a) your ideas will automatically become the property of AmeriCU, without compensation to you, (b) AmeriCU can use the ideas for any purpose and in any way, and (c) any information you provide will be considered non-confidential.

### **DIGITAL MILLENIUM COPYRIGHT ACT**

If you believe in good faith that materials available on an AmeriCU site infringe your copyright, you (or your agent) may send us a notice requesting us to remove the material or block access to it. Details on notices and counter-notices are available on the Copyright Office site at [www.copyright.gov](http://www.copyright.gov). Do not use AmeriCU's logo in any commercial way, in a way that infringes on AmeriCU's trademark rights, or that creates the impression that AmeriCU is speaking or had endorsed your comment.