

Financial Resources Federal Credit Union Cannabis Banking Forum Terms and Conditions

Last Updated: January, 2025

PLEASE carefully read this entire agreement (the "Terms and Conditions" or "Agreement") and print a copy for your records. This Agreement explains the Terms and Conditions governing the use and access to the Cannabis Banking Forum Website provided to qualified Cannabis Banking members of Financial Resources Federal Credit Union. By using this Website, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at <u>https://myfinancialresources.org/home/privacy-policy/</u>, incorporated herein by reference. If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Cannabis Banking Forum Website.

Financial Resources Federal Credit Union (hereinafter, "FRFCU", "we", or "us") is a federally insured credit union that under this Agreement provides, financial well-being tools, resources, and services (collectively, "Cannabis Banking Forum") through <u>https://www.myfinancial</u> <u>resources.org/cannabis-banking</u> or one of the pages thereon ("Website") including by providing cannabis banking members of FRFCU and other end users ("Participant" shall refer to an individual user of the Cannabis Banking Forum, and "Participants" shall refer to all users collectively or "you") with access to, live events ("Events"), third parties, and/or content on social media and Website ("Content").

These Terms and Conditions (as amended or modified from time-to-time) govern your use of the Cannabis Banking Forum website. The Cannabis Banking Forum is not intended for use by any individual under the age of 21 ("Minor"). FRFCU specifically disclaims any and all responsibility or obligation to monitor or verify the age or legal status of any Participant. FRFCU shall have no liability resulting from any use of the Cannabis Banking Forum by any Minor. These terms and conditions are in addition to those that apply to any accounts you may have with Financial Resources Federal Credit Union or any other services you may obtain from us.

Any personal information you submit to FRFCU or which we collect about you is governed by our Privacy Policy ("Privacy Policy"), available at https://www.myfinancialresources.org/home/privacy-policy/. The Privacy Policy is incorporated by reference into these Terms and Conditions. You acknowledge that by accessing or using the Cannabis Banking Forum, you have reviewed the Privacy Policy.

You acknowledge and agree that, by clicking on the "I accept" or similar button, registering for access to the Cannabis Banking Forum (or any part of the Cannabis Banking Forum, including, without limitation, the website, events and content), you are (1) representing that you are at least 21 years of age and (2) indicating that you have read, understand, and agree to be bound by these terms and conditions, whether or not you have registered with the website. If you do not agree to these terms and conditions, then you have no right to access or use the Cannabis Banking Forum.

These Terms and Conditions are effective as of the date you first click "I ACCEPT" or use or access the Cannabis Banking Forum, whichever is earlier.

- 1. **FRFCU MEMBERSHIP.** Access to all of the Cannabis Banking Forum's features is available to Participants who are members of FRFCU with a qualifying active Cannabis Banking Account Relationship in good standing.
- 2. ACCOUNT, PASSWORD, SECURITY, AND MOBILE PHONE USE. As part of the process for creating an account to access the Cannabis Banking Forum, you will be requested to provide certain information, including your name, full business address, phone number, email address, and date of birth. You will also be asked to provide your business listing information and business logo. By using the Cannabis Banking Forum, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update your information to keep it accurate, current and complete. You are responsible for maintaining the confidentiality of any log-in and password provided by you or given to you by FRFCU for accessing the website. You are solely and fully responsible for all activities that occur under your account credentials, even if not authorized by you. FRFCU has no control over the use of any user's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your Account, or you suspect any other breach of security, you agree to contact FRFCU immediately. The person signing up for website access will be the contracting party ("Account Owner") for the purposes of these Terms and Conditions and will be the person who is authorized



to use any corresponding services we provide to the Account Owner in connection with the Cannabis Banking Forum. As the Account Owner, you are solely responsible for complying with these Terms and Conditions and only you are entitled to all benefits accruing thereto. Except as otherwise set forth herein, your website access is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your access credentials.

3. OPTING INTO THE BUSINESS DIRECTORY. Upon receiving credentials and logging into the Cannabis Banking Platform, users are eligible to add their Cannabis-Related Business to the Business Directory located in the Business Listings section of the forum. To opt in and have your business included in the directory, users must select the "Add Listing" option, complete all required fields with accurate business information, and click "Submit." Once submitted, the business listing will be live and visible in the directory.

The information required for a business listing includes:

- Business Name
- Logo Image
- Business Address
- Phone Number
- Brief Business Bio
- Vendor Categories

Please ensure that all provided information is accurate and up to date. Financial Resources FCU reserves the right, at its sole discretion, to edit, approve, or remove any business listing from the directory as it deems appropriate.

- 4. LINKS TO THIRD PARTY SERVICES AND WEBSITES. The Cannabis Banking Forum may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by FRFCU or association with those websites, their content, or their operators. Such links (including without limitation external websites that are framed by the Cannabis Banking Forum as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. FRFCU does not control any such websites and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that FRFCU is not involved in the creation or development of thirdparty websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that FRFCU has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites provided in the Cannabis Banking Forum at its sole discretion. The use of any service or website controlled, owned, or operated by a third party is governed by the terms and conditions of use and privacy policies for those services and websites. You access such third-party services and websites at your own risk. FRFCU expressly disclaims any liability arising in connection with your use and/or viewing of any third-party services and websites or other material associated with links to third parties that may appear on the Cannabis Banking Forum. You hereby agree to hold FRFCU harmless from any liability that may result from the use of links to third parties that may appear on the Cannabis Banking Forum, including without limitation in connection with the following services and websites: Creative Minds and Directories Pro.
- 5. NOT A REPLACEMENT FOR PROFESSIONAL ADVICE. The Cannabis Banking Forum and related services provide educational content, insights, and illustrative information to assist you in your financial organization and decision-making, and is broad in scope. Accordingly, please note:
 - a. Neither FRFCU nor the Cannabis Banking Forum is intended to provide any financial planning, investment, legal, or tax advice, though FRFCU may make information available for providers who offer such services.
 - b. Your personal financial situation is unique, and any information and advice obtained through the Cannabis Banking Forum may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your circumstances. We are not a financial, legal, or tax advisor and use of our services is not a replacement for personal, professional advice, or assistance regarding your finances.



- c. You are solely responsible and liable for any and all financial, tax, investment, or legal decisions you make or related agreement that you become a party to regardless of whether you use the Cannabis Banking Forum to assist you in making such decisions or entering into such agreement. You waive all claims against FRFCU for any loss or damage that may occur because of your financial, tax, investment, legal, or other similar decisions and you agree that FRFCU shall not be liable for any such losses or damages.
- 6. **PROVISION OF ACCESS.** FRFCU hereby grants you a non-exclusive, nontransferable, non-sublicensable, limited right to access and use the Cannabis Banking Forum, during the Term, solely for use by you in accordance with the Terms and Conditions herein, including Section 1 hereof.
- 7. **USE RESTRICTIONS.** You shall not use any portion of the Cannabis Banking Forum for any purposes beyond the scope of the access granted in these Terms and Conditions. You are not permitted, at any time, to directly or indirectly: (i) copy, modify, or create derivative works of any portion or component of the Cannabis Banking Forum, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cannabis Banking Forum or any of its components; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cannabis Banking Forum, in whole or in part; (iv) remove any proprietary notices from the Cannabis Banking Forum or any of its components; (v) remove and/or alter any trademark, logo, copyright and/or other proprietary and/or confidentiality notices, legends symbols and/or labels on and/or in the Cannabis Banking Forum or any of its components made available by FRFCU hereunder; (vi) merge the Cannabis Banking Forum and/or any portion thereof with any other Cannabis Banking Forum and/or materials; (vii) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Cannabis Banking Forum, FRFCU's business operations and/or other Participants; (viii) permit any other person and/or entity to engage in any of the foregoing conduct; (ix) use the Cannabis Banking Forum in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries); (x) use the Cannabis Banking Forum for the purpose of exploiting, harming, or attempting to exploit or harm Minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (xi) send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms and Conditions; (xii) transmit, or procure the sending of, any advertising or promotional material without prior written consent, including but not limited to "junk mail," "chain letters," "spam," or any other similar solicitation; (xiii) impersonate or attempt to impersonate FRFCU, an FRFCU employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); (xiv) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Cannabis Banking Forum, or which, as determined by FRFCU in its sole discretion, may harm FRFCU or users of the Cannabis Banking Forum, or expose them to liability; (xv) use the Cannabis Banking Forum in any manner that could disable, overburden, damage, or impair the Forum or interfere with any other party's use of the Forum, including their ability to engage in real-time activities; (xvi) use any robot, spider, or other automatic device, process, or means to access the Cannabis Banking Forum for any purpose, including monitoring or copying any material on the Forum; (xvii) use any manual process to monitor or copy any material on the Cannabis Banking Forum or for any other purpose not expressly authorized in these Terms and Conditions, without FRFCU's prior written consent; (xviii) use any device, software, or routine that interferes with the proper working of the Cannabis Banking Forum; (xix) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (xx) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Cannabis Banking Forum, the server on which the Forum is stored, or any server, computer, or database connected to the Forum; (xxi) attack the Cannabis Banking Forum via a denial-of-service attack or a distributed denial-of-service attack; or (xxii) otherwise attempt to interfere with the proper working of the Cannabis Banking Forum. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible, lawful, or appropriate within or outside of the United States. Access to the Website may not be legal by certain persons or in certain jurisdictions. If you access the Website from within or outside the United States, you do so on your own initiative and are responsible for compliance with law.



8. TERM. These Terms and Conditions and the license granted hereunder shall remain in effect in perpetuity, until terminated as set forth herein (the "Term"). You may terminate your access to the Cannabis Banking Forum at any time by sending written notice to marketing@finresc.org. FRFCU will process your request to terminate your FRFCU Cannabis Banking Forum access within 10 business days after receiving your request. After cancellation you will no longer have access to the Cannabis Banking Forum, including your profile or any other information. FRFCU reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Cannabis Banking Forum at its sole discretion. FRFCU is not liable to you for any modification or discontinuance of all or any portion of the Cannabis Banking Forum.

Following the termination or cancellation of your access, FRFCU reserves the right to delete all your data, including any User Generated Content (as defined below), in the normal course of operation. The provisions of these Terms and Conditions which by their intent or meaning are intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive any termination of these Terms and Conditions and any termination of your use of the Cannabis Banking Forum and shall continue to apply indefinitely.

- 9. NO AGENCY RELATIONSHIP. Use of the Cannabis Banking Forum by a Participant does not create an agent or agency relationship between FRFCU and any Participant. As such, FRFCU is not an authorized agent of any Participant and, therefore, cannot enter into arrangements on behalf of, or otherwise bind, any Participant. Likewise, no Participant is an authorized agent of FRFCU and, therefore, cannot enter into arrangements on behalf of, or otherwise bind, or otherwise bind, frequencies bind, FRFCU.
- **10. AGREEMENT TO BE BOUND.** Please read these terms and conditions carefully before accessing or using any part of the Cannabis Banking Forum, or any part of the Cannabis Banking Forum, you, as a participant, agree to be bound by the terms and conditions set forth herein and agree to comply with the terms and conditions set forth herein (including, but not limited to, the disclaimers set forth above and below). If you are not willing to be bound by and comply with these terms and conditions, you should not access or use any part of the Cannabis Banking Forum. FRFCU may modify these terms and conditions at any time, and such modifications shall be effective immediately upon the earlier of the posting of the modified terms and conditions or your notification of such modifications. You agree to review these terms and conditions periodically and your continued access or use of the Cannabis Banking Forum (or any part of the Cannabis Banking Forum) shall be deemed your conclusive acceptance of any modified terms and conditions.
- 11. NO ADVICE; NO OBLIGATION TO MONITOR. Participants use the website, and any other part of the Cannabis Banking Forum at their own risk. FRFCU does not provide legal, investment, tax, financial, trading, or other advice. The information provided in the Cannabis Banking Forum is for general educational and informational purposes only and is not intended to be advice of any nature or to form the basis of specific financial, legal, tax, trading, or investment activities or transactions. FRFCU is not a registered investment advisor, broker/dealer, financial analyst, securities broker, financial planner or similar advisor, planner or consultant. Before using the Cannabis Banking Forum to make an investment decision, you should seek the advice of a qualified and registered securities, investment and/or financial professional, legal professional and/or tax professional and undertake your own due diligence. None of the information in the Cannabis Banking Forum is intended as an offer or solicitation of an offer to buy or sell, or as a recommendation, endorsement, or sponsorship of any security, company, or fund. FRFCU is not responsible for any investment decision made by you. You are responsible for your own investment research and investment decisions. While FRFCU believes that the information provided through the Cannabis Banking Forum is current and reliable, frfcu cannot and does not make any such guarantee or warranty. Furthermore, FRFCU cannot and does not guarantee or warrant any information that you might receive through the Cannabis Banking Forum or from other participants or providers of information. FRFCU shall not be liable to you for your reliance on any information obtained through the use of the Cannabis Banking Forum and FRFCU disclaims all liability in connection with such information and any products or services that you might receive from any professional that FRFCU may assist you in locating, as well as any costs in connection with such products or services. This disclaimer shall not extend to damages caused directly and solely by FRFCU's gross negligence or willful misconduct.
- 12. WARRANTY DISCLAIMER. You acknowledge and agree that FRFCU provides the Cannabis Banking Forum "as is" and "without warranty" of any nature or kind. FRFCU grants no, and FRFCU hereby disclaims all, warranties, express, implied, statutory or otherwise, with respect to the Cannabis Banking Forum, including, but not limited to, any implied warranty of non-infringement,



merchantability or fitness for a particular purpose. FRFCU does not warrant that (i) your use of the Cannabis Banking Forum will be uninterrupted, always available or error free or will meet your requirements or needs, (ii) any or all defects or errors in the Cannabis Banking Forum will be corrected, or (iii) that the Cannabis Banking Forum or the information provided in the app, coaching, content, or the website is accurate, current, or complete.

- **13.** LIMITATION OF LIABILITY. In no event shall FRFCU or any of FRFCU's affiliates, directors, officers, employees, agents, representatives, or service provides engaged by FRFCU to facilitate the Cannabis Banking Forum (collectively "affiliated parties") be liable (I) to you for any punitive, special, incidental, consequential or other indirect damages arising out of or related to the use of or inability to use the Cannabis Banking Forum, even if FRFCU or its affiliated parties know or have been advised of the possibility of such damages or (II) to any person other than you for any damages whatsoever. In addition, FRFCU disclaims all liability, regardless of the form of action, for the acts or omissions of other participants or unauthorized users (e.G., "Hackers") of the website, or any other part of the Cannabis Banking Forum, except where due to frfcu's gross negligence or willful misconduct.
- 14. RELEASE AND WAIVER. Except to the limited extent expressly agreed in Section 11 and Section 13 of these terms and conditions, you hereby waive and release FRFCU and its affiliated parties from and agree to hold FRFCU harmless from and agree to indemnify FRFCU against any and all present and future claims or causes of action whatsoever and any and all liability for any loss or personal injury of any kind, including, without limitation, loss of income, loss of profit, loss of asset value, or loss of net worth that may arise from or relate to your participation in the Cannabis Banking Forum.
- **15. ONLINE COMMUNITY USAGE.** You fully understand that the activities, discussions and communications within the Cannabis Banking Forum, occur in real-time and therefore cannot be monitored, edited, censored or otherwise controlled by FRFCU. Notwithstanding the foregoing, however, FRFCU, in its sole discretion, reserves the right to monitor any and all activities within the Cannabis Banking Forum. Furthermore, FRFCU reserves the right to remove, in its sole discretion, any content that is deemed harmful, offensive, illegal, infringing on a third party's intellectual property, or otherwise in violation of these Terms and Conditions.
- **16.** ACCESS; USE; COMMUNICATION CONTENT. To avoid abusive and offensive content within the Cannabis Banking Forum (and the online communities contained therein), FRFCU has established the following rules of usage. The sender of any communication in or through the Cannabis Banking Forum shall be solely responsible for the content and information contained therein, including, without limitation, its truthfulness, accuracy, and completeness. Although FRFCU reserves the rights to monitor, record, edit or remove any content within the Cannabis Banking Forum, FRFCU has no obligation or responsibility to do so. In addition, FRFCU shall not be liable or responsible to any Participant or any other person or entity for the performance or non-performance of the monitoring, recording, editing, or removal activities mentioned above. You agree that you will not:
 - Permit any other person (other than an agent acting solely on your behalf and subject to your direct supervision) to use your login credentials for any purpose, or attempt to access any other person's Account, including, without limitation, by using or attempting to use another person's credentials to create or to access another person's Account.
 - Post or transmit any message that is or could be construed as libelous, defamatory or that discloses or could be construed as disclosing private or personal matters concerning any person.
 - Post or transmit any message, data, image, or information that is or could be construed as indecent, offensive, obscene or pornographic. FRFCU reserves the right to take such action, as it deems appropriate, in its sole discretion.
 - Post or transmit any message, data, image, or information that would violate the property or privacy rights of others, including, without limitation, unauthorized copyrighted text, images, trade secrets, or other confidential, proprietary or personal information, or trademarks or service marks used in an infringing or misappropriating fashion.
 - Interfere with any other Participant's use of the Cannabis Banking Forum, including, without limitation, disrupting the normal flow of dialogue in a discussion thread or chat room.
 - Intentionally post or transmit to or through the Cannabis Banking Forum any file that contains a virus, bug, worm, Trojan horse, disabling device, or any other contaminating or destructive feature.



- Post or transmit any message that is or could be construed as harmful, threatening, abusive, or hateful. Relatedly, FRFCU does
 not intend to discourage you or other Participants from taking controversial positions or expressing vigorously what may be
 unpopular views; provided that FRFCU reserves the right to take such action, as it deems appropriate, in its sole discretion, in
 cases where the Website, or any other portion of the Cannabis Banking Forum are used to disseminate statements that are
 or could be construed as harmful, threatening, abusive, or hateful.
- Post chain letters or emails or pyramid schemes or any other solicitations within the Cannabis Banking Forum.
- Post the same note or comment more than once. The generally accepted word for posting many times on one topic is "spamming." Spamming is strictly prohibited.
- Violate any policy or procedure of any third-party website linked on the Cannabis Banking Forum.
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Cannabis Banking Forum, or that, in the sole judgment of FRFCU, exposes FRFCU or any Participant to any liability or detriment of any nature, kind, or type.
- **17. OWNERSHIP AND RIGHTS.** FRFCU or other third parties own and retain all respective copyrights and other proprietary and intellectual property rights in the Cannabis Banking Forum, including, without limitation, the content thereof. Except as otherwise expressly provided, all copyrightable material displayed on, or downloaded from the Website or any other portion of the Cannabis Banking Forum that may be copyrighted and may not be copied, performed, displayed, distributed, published, redistributed, transmitted, or re-transmitted without the prior written permission of FRFCU and, if the copyright owner is someone other than FRFCU, the copyright owner. You may not remove, alter or cover any copyright or other proprietary rights notices placed on or in the materials in the Cannabis Banking Forum, including on the Website. All rights not expressly granted to you in these Terms and Conditions shall remain in FRFCU or the respective copyright owner or the respective owner of other proprietary and intellectual property rights, as applicable.
- **18. VIOLATION OF TERMS AND CONDITIONS.** In addition to any other rights and remedies available to FRFCU, FRFCU reserves the right to terminate the license granted herein, and to terminate any Participant's right to use the Cannabis Banking Forum if FRFCU believes, in its sole discretion, that such Participant has violated the Terms and Conditions.
- **19. USER GENERATED CONTENT.** "User Generated Content" is defined as any content, information, and materials that may be textual, audio, or visual that you provide, submit, upload, publish, or make otherwise available to the Cannabis Banking Forum.

You are solely responsible for User Generated Content, and FRFCU acts merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that FRFCU:

- Is not involved in the creation or development of User Generated Content.
- Disclaims any responsibility for User Generated Content.
- · Cannot be liable for claims arising out of or relating to User Generated Content.
- Is not obligated to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Cannabis Banking Forum at its sole discretion.

You hereby represent and warrant to FRFCU that your User Generated Content (i) will not be false, inaccurate, incomplete or misleading; (ii) will not infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity, personality or privacy; (iii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (iv) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (vi) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots, or other computer routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (vii) will not represent you being employed



or directly engaged by or affiliated with FRFCU or purport you to act as a representative or agent of FRFCU; and (viii) will not create liability for FRFCU or cause FRFCU to lose (in whole or in part) the services of its ISPs or other suppliers.

- **20. TRADEMARKS/TRADENAMES.** All trademarks, service marks, trade names, logos and graphics ("Marks") used in the Cannabis Banking Forum are the property of their respective owners. You may not make any use of Marks without the prior written consent of FRFCU or, in the case of third-party Marks, the permission of their respective owners.
- **21. GENERAL PROVISIONS.** The Terms and Conditions, accepted upon first accessing the Cannabis Banking Forum, and any other policies, terms and conditions, or other documents and agreements from FRFCU that you may accept and agree to in the future contain the entire agreement between you and FRFCU regarding the use of the Cannabis Banking Forum and may only be amended by FRFCU pursuant to Section 10 of the Terms and Conditions or by a writing signed by you and an authorized official of FRFCU. Unless otherwise explicitly stated, the provisions of these Terms and Conditions will survive termination of your access to, and use of, the Cannabis Banking Forum. The Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of New Jersey. You agree that any claim or cause of action arising out of or related to your use of the Cannabis Banking Forum shall be brought exclusively in the courts of the State of New Jersey sitting in Somerset County, New Jersey or the appellate courts having jurisdiction over appeals from such courts. At FRFCU's sole discretion, we may require you to submit any disputes arising from these Terms and Conditions or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New Jersey law.
- 22. WAIVER AND SEVERABILITY. No waiver by FRFCU of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of FRFCU to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.
- 23. CONTACT INFORMATION. The Cannabis Banking Forum is operated by Financial Resources Federal Credit Union.

To ask questions about these Terms and Conditions, contact us at:

Financial Resources Federal Credit Union 3040 Route 22 West

Building 2 Branchburg, NJ 08876 or via email: <u>marketing@finresc.org</u>