

TERMS AND CONDITIONS

Last modified: June 6, 2023

These terms and conditions (the “**Terms**”) govern your use of Community Investment Corporation’s (“**CIC**,” “**us**,” “**we**,” “**our**”) website (“**Website**”) as well as any other related products or services provided by CIC (and including any updated products or services, collectively, the “**Services**”). Your use of CIC’s Website or Services constitutes that you read, understood, and agree to such Terms. Please read these Terms carefully and keep a copy for your records.

CHANGES TO OUR TERMS AND CONDITIONS

CIC reserves the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason without notice. The most current version of the Terms will supersede all previous versions, and any supplemental terms, conditions, or documents are hereby expressly incorporated herein by reference. The date the Terms were last revised is clearly identified at the top of the page. **CIC encourages you to periodically review the Terms to stay informed of our updates, as it is your responsibility to stay informed of updates.**

You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Website or a Service after the date such revised terms are posted.

LINKS TO THIRD-PARTY SITES

CIC’s Website may contain links to other websites. The other sites are not under our control and therefore, we are not responsible for any of the contents of any other site. We are providing additional links to you for your convenience and as additional resources. Inclusion of any link does not imply CIC’s endorsement of a site or the operating organizations or individuals of third-party sites.

PRIVACY

Your use of our Website or Services is subject to CIC’s [Privacy Policy](#). Please review our [Privacy Policy](#), which governs the Website and Services and informs users of our data collection practices. We collect information needed to service and administer your business with us as a client of CIC. You agree that CIC shall have no liability to you for any loss or corruption of such data and waive any right of action against us arising from any corruption or loss of such data.

CIC always reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to add or remove any information or materials, in whole or in part, in CIC's sole discretion.

OUR SERVICES

By using our Services, you are responsible for maintaining the confidentiality of any accounts and passwords created and for restricting access to your computer and account. You agree and accept all responsibility for any activities that occur under your account or password. **You are responsible for the information you upload and for maintaining the confidentiality of any passwords or account details. You are responsible for any and all activities that occur under your password or account.**

You may not assign or otherwise transfer your account or login information to any other person or entity. To update who may have access to your any account associated with a CIC Service, you must contact CIC in writing at info@cictucson.org and inform a CIC staff member that your account holders are or will be changing. If you discover any unauthorized use of your password or account associated with a CIC service, you agree to immediately notify CIC. CIC will not be liable for any loss or damage arising from your failure to comply with these measures.

CIC and CIC staff reserve the right to refuse, cancel access, terminate accounts, or remove or edit content in our sole discretion.

Subject to your compliance with these Terms, CIC grants you access to:

- CIC Services; and
- download or print copies of any information uploaded or saved as a result of using a CIC Service to which you have properly gained access as a CIC client.

GENERAL USE RESTRICTIONS

You may not access or use the Website or Services for any other purpose other than that for which we make them available. You warrant to CIC that you will not use Services for any purpose that is unlawful or prohibited by these Terms, conditions, and notices. You may not use our Website or a Service in any manner which could damage, disable, overburden, or impair or interfere with any other party's use of the Website or Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided.

You will not modify, publish, transmit, reverse engineer, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or Service. Your use of the Website of Service does not entitle you to make any unauthorized use of any protected content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of CIC.

All information and documents (the “**Materials**”) provided as part of this Website or a Service were provided by or to CIC by their respective authors, organizations, borrowers, accountants and/or management. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, uploaded, publicly displayed, encoded, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, or otherwise exploited, without CIC’s express prior written permission. Additionally, no part of the Website or any CIC Service, including logos, graphics, sounds or images, may be reproduced or retransmitted in any way, or by any means, without the prior express written permission of CIC. You also may not, without CIC’s prior express written permission, “mirror” any Materials contained within the Website or a Service. Any rights not expressly granted herein are reserved by CIC.

INTELLECTUAL PROPERTY

CIC owns or is the licensee of all intellectual property rights of our Website and Services. You agree that you do not acquire any ownership rights in any protected content. CIC does not grant you any licenses, express or implied, to the intellectual property of CIC except as expressly authorized by these Terms.

MAKING CORRECTIONS/MODIFICATIONS TO THE WEBSITE OR SERVICE

We reserve the right to change, modify, or remove the contents of our Website or Services, temporarily or permanently, at any time or for any reason at our sole discretion and without notice. We will not be liable to you for any modification, suspension, or discontinuance of the Website or a given Service.

There may be information that you have provided to us that is incorrect, inaccurate, or missing. CIC reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information for applications for any CIC Service at any time, without notice. If you find that information is incorrect, inaccurate, or missing and it is a field that you have the authority to edit in relation to a Service, you can update the information. If the field is locked and otherwise not available to you, please contact info@cictucson.org or call (520) 529-1766 to report any updates needed to for any accounts related to a Service.

INTERRUPTIONS TO THE WEBSITE OR SERVICES

We cannot guarantee our Website or Services will be available at all times. The Website or Services may experience software, hardware, or other problems where maintenance will be needed to be keep the Website or a Service in use. As such, there may be delays, errors, and interruptions to the Website or Service. You agree that CIC has no liability whatsoever for any inconvenience, loss, or damage caused by your inability to access or use the Website or Service during any downtime or discontinuation of a given Service. Nothing in these Terms obligates us to maintain and support the Website or Service or to provide any corrections, updates, or improvements to the Website or Service.

ELECTRONIC COMMUNICATIONS/TRANSACTIONS

Visiting the Website and inputting information, sending emails to info@cictucson.org or any CIC staff members, and completing online forms or surveys constitutes electronic communications. You acknowledge that the primary means of communication between CIC and many of our Services will be electronic. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, text message, or messages through any of our platforms or databases associated with Services, satisfy any legal requirement that such communications be in writing. **You agree to the use of electronic signatures, contracts, and other records, and to electronic delivery of surveys, notices, policies, records of transactions initiated or completed by us.** You hereby waive any rights or requirements under any statutes, regulations, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

MOBILE SERVICES

CIC's Website and select Services are available via a mobile device. To the extent that the Website or a Service is accessed through a mobile device, your wireless service carrier's standard data rates, charges, and other fees apply. In the event our main form of communication with you regarding our Services is by SMS, MMS, text message, or other electronic means, you agree to promptly notify CIC or any changes to your phone number so that we can better ensure messages meant for you, get to you, and not another person who may not possess your old phone number. Prompt notification to CIC of phone number changes is also essential if our main means of communication with you is via phone call.

TERMINATION / ACCESS RESTRICTION

CIC reserves the right, in its sole discretion, to terminate your access to a Service or any portion thereof, at any time, without notice.

In addition to terminating or suspending your account for a given Service, CIC reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive relief.

INDEMNIFICATION

To the extent permitted by law, you agree to defend, indemnify, and to hold harmless CIC and any of our subsidiaries, affiliates, officers, agents, partners, employees, and third party providers and from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees, costs, and expenses, arising out of your use of our Website or a Service or any breach of any provision of these Terms.

LIABILITY DISCLAIMER

The Website and Services is/are provided on as as-is and as-available basis. You agree your use of the Website, or our Services, will be at your sole risk.

In no event shall CIC or our directors, employees, or agents be liable to you or any third party for any incidental, special, consequential, exemplary, or punitive damages arising from your use of the Website or our Services. CIC shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading the materials relating to or arising out of your use or inability to use the Website or our Services.

You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Website or our Services and will not make a claim against CIC for lost data, inaccurate output, work delays, or lost profits resulting from the use of the materials.

You agree and acknowledge the limitations and exclusions of liability provided in these Terms are fair and reasonable.

SEVERABILITY

If any provision or part of a provision found in these Terms is deemed unlawful, unenforceable, or void, that provision is severable from the remaining Terms and will have no impact on the enforceability or validity of the remaining Terms.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and defined by Arizona law and controlling U.S. federal law. You irrevocably consent that the courts of Arizona, and Pima County, shall have exclusive jurisdiction and venue of courts in any and all disputes arising out of or relating to the use of this Website, our Services, or in connection with these Terms.

The parties agree to arbitrate any dispute or claims arising out of or in connection with these Terms. In the event the parties are not able to resolve any dispute arising out of or concerning these terms, such dispute shall be resolved by individual/personal arbitration. Any dispute relating to or arising out of the use of a Service shall be resolved through arbitration. The Federal Arbitration Act and accompanying laws apply to these Terms.

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and CIC with respect to the Website and Services.

CONTACT INFORMATION

For any comments, comments, or concerns regarding the Terms or our Services, please contact info@cictucson.org or call (520) 529-1766.