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You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the CFNC Website. Accordingly, you agree that you will be solely responsible to CFNC for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify CFNC immediately at 866-866-CFNC (2362). You agree to not share access to the CFNC Website.

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The CFNC Website encrypts the data you input when in route between your browser and the CFNC Website server, and when in route between the CFNC Website server and some other browser or server. This practice helps prevent unauthorized third parties from intercepting and gaining access to your private data during transmission over the Internet. The CFNC Website uses Secure Socket Layer (SSL) encryption.

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- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the CFNC Website.
- Change, terminate or suspend any content or materials contained in the CFNC Website, in any way, at any time and for any reason or no reason. CFNC also has the right to require you to cease accessing any features, content or materials of the CFNC Website.

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d. your address, telephone number and email address;
e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
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You acknowledge and agree that if CFNC disables access to your account, you may be prevented from accessing the CFNC Website, your account details or any files or other content, which is contained in your account.

Unless you have been specifically permitted to do so in a separate agreement with CFNC, you agree that you will not reproduce, duplicate, copy, sell, trade or otherwise distribute content from the CFNC Website for any purpose. You agree that you are solely responsible for (and that CFNC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which CFNC may suffer) of any such breach.

You acknowledge and agree that while CFNC may not currently have set a fixed limit on the number of transmissions you may send, receive or store/manage through the CFNC Website, such fixed limits may be set by CFNC at any time, at CFNC's discretion.

You agree that if CFNC does not exercise or enforce any legal right or remedy which is contained in the Terms of Use (or which CFNC has the benefit of under any applicable law), this will not be taken to be a formal waiver of CFNC's rights and that those rights or remedies will still be available to CFNC.

Unless CFNC has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the CFNC Website, grant a security interest in or over your rights to use the CFNC Website, or otherwise transfer any part of your rights to use the Software. This means also that you shall not share your password or user access with others.

If any disagreement or dispute arises regarding these Terms of Use or any rights or obligations conveyed hereunder, the disagreement shall be resolved, whenever possible, by meeting and conferring. If such efforts are unsuccessful, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

The Terms of Use, and your relationship with CFNC under the Terms of Use, shall be governed by the laws of the state of North Carolina, without regard to conflict of laws provisions. You and CFNC agree to submit to the exclusive jurisdiction of the courts located within North Carolina to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the relevant CFNC Member shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use, which will remain in full force and effect.

These Terms of Use are effective as of August 22, 2016.