



CU PolicyPro Subscriber Agreement

TERMS OF SERVICE – SUBSCRIBER AGREEMENT

1. Acceptance of Terms.

CUCorp, Incorporated ("CUCorp" or "we") provides its subscription Operations Policy Manual services ("Services" or "CU PolicyPro") to you subject to the following Terms of Service Agreement ("Agreement"). This Agreement is a legal document that binds you ("you" and with other users "Users") to certain obligations. You should read it carefully before accepting its terms. You understand and agree that these Services are provided to Users subject to the terms of this Agreement.

BY SIGNING THIS AGREEMENT, OR BY USING ANY PART OF OUR SERVICES, YOU ARE STATING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS IN EFFECT AND AS PERIODICALLY UPDATED BY CUCORP. SUCH UPDATES MAY BE MADE AT ANY TIME WITHOUT NOTICE. ADDITIONALLY, WHEN USING CUCORP SERVICES, YOU SHALL BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO SUCH SERVICES WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BUTTON INDICATING NON-ACCEPTANCE. CUCORP WILL PROMPTLY CANCEL THIS TRANSACTION AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF OUR SERVICES.

2. **Service Terms and Limitations**

a. *Description of Services.* Upon your acceptance of this Agreement and payment of your Service Fees, CUCorp grants you a limited, non-transferable, non-exclusive, revocable right to obtain Services to which you have subscribed for use solely within

your subscribing organization. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to this Agreement.

b. *Availability of Services.* CUCorp shall use commercially reasonable efforts to provide access to its Application Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for various reasons, including scheduled maintenance procedures or upgrades or certain unscheduled Service or equipment malfunctions that are beyond the control of CUCorp such as interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. CUCorp shall provide at least forty-eight (48) hours notice by e-mail to users in the event of any scheduled downtime and shall use commercially reasonable efforts to minimize any disruption, inaccessibility, and/or inoperability of Services, whether scheduled or not.

c. *Service Level.* In the event that CUCorp discovers or is notified by you of the existence of Non-Scheduled Downtime, we will use commercially reasonable efforts to determine the source of the problem and attempt to resolve it as quickly as possible.

d. *Equipment.* Users are solely responsible for ensuring compatibility with the Service, providing and maintaining all hardware, software, electrical, and other physical requirements for use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to use and access the Service.

3. Security, Member Accounts, and Passwords

CUCorp shall operate and maintain the Service system in good working order with access restricted to qualified employees of your organization. You shall undertake and perform reasonable measures designed to ensure the security, confidentiality, and integrity of all messages and content that you receive, transmit through, or store on the Service. You shall be solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your passwords and all use or changes incurred from use of the Service through your passwords. Additionally, you agree to immediately notify CUCorp of any unauthorized use of your password or account or any other security breach and ensure that you exit from your account at the end of each session. CUCorp cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. You warrant to CUCorp that your representations as to your identity will be truthful and you agree that you will not

reveal to others any of the information you supplied to CUCorp to periodically verify your identity.

4. **Privacy**

CUCorp will not disclose any personal information about your company accounts including its contents on use of the Service, without your prior consent unless CUCorp has a good faith belief that such action is necessary to (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of CUCorp; or (iii) enforce this Agreement. CUCorp may provide certain information in aggregate form collected from and relating to you to third parties such as advertisers and business partners. Please see our privacy policy at <https://securesite.cusiteonline.com/OPS/Privacy-CUPolicyPro.pdf> for more information.

5. **Member Obligations**

a. **Registration.** In consideration of your use of the Service, you agree to: (i) provide true, accurate, current, and complete information about yourself and your organization as prompted by the Service's registration form (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

Further, you represent and warrant that you: (i) are validly organized under state or federal law, (ii) have the power and authority to enter into and perform obligations under this Agreement,.

b. **Responsibility for Content.** You understand that all information, data, text, software, sound, photographs, graphics, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not CUCorp, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Service. CUCorp does not control the Content posted via the Service and, as such, will not be liable in any way for any Content.

We do not prescreen Content, but you understand that CUCorp and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, CUCorp and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

c. **Prohibited Uses.** You understand that you are solely responsible for any and all acts and omissions that occur under your account or passwords, and you agree not to

engage in unacceptable use of the Service which includes, without limitation, use of the Service to: (i) disseminate, store or transmit unsolicited messages, "spam," chain letters, or unsolicited commercial e-mail; (ii) disseminate or transmit material that, is unlawful or to a reasonable person may be abusive, harmful, invasive of another's privacy, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate, store or transmit files, graphics, software or material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies and authorities, or without all required approvals, licenses or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (vii) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; (viii) upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships; (ix) harm minors in any way; (x) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations related to the Service; (xi) intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law; or (xii) engage in any other activity deemed by CUCorp to be in conflict with the spirit or intent of this Agreement.

6. Fees and Payment Terms

Payment. The fee, if any, to access the content of the manual has been pre determined by The Credit Union Association of Rhode Island ("Association") and CUCorp and will be included with your dues bill, annually. CUCorp will not charge the user for access as long as the agreement with the Association is in force. Should the agreement between CUCorp and the Association be terminated, User's access to the manual will be terminated as described in said agreement.

7. **User may continue access to the manual by paying CUCorp the applicable renewal fee for CU PolicyPro clients at the time access can be restored. You shall pay CUCorp for each Service application upon commencement of such Service. Services provided for an annual term (or those for longer periods) will be payable in full, in advance. Thereafter, Users will be billed 45 days in advance for Services provided and renewable on an annual (or longer) basis. Those Services provided on a monthly basis will be invoiced monthly, in advance. Services will be renewed at then current CUCorp rates and terms. We expressly reserve the right to change fees at any time, upon notice to Users.**

In addition, the credit union would need to agree to an individual User's Agreement.

8. General Practices Regarding Use and Storage

You acknowledge that CUCorp may establish general practices and limits concerning use of the Service, including, without limitation, the maximum disk space allotted on CUCorp's servers on your behalf. You agree that CUCorp has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.

9. Service Modifications

CUCorp reserves the right to periodically and at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. If CUCorp discontinues the Service for more than 15 days or modifies the Service to the extent that it no longer fulfills its original purpose, and you are not in default in any of your obligations at the time CUCorp does so, you shall be entitled to receive all documents involved in an electronic format which you may thereafter use in any manner for your own business operations. Other than your right to receive documents in an electronic format, you agree that CUCorp shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

10. Termination

In the event that NECUS should terminate this agreement, all users will be notified within 60 days prior to the service discontinuation.

Effect of Termination. Within thirty (30) days of such termination, each party will return or destroy the other party's Confidential Information as defined below. Sixty (60) days after termination, CUCorp will remove your Content from its servers.

User may continue access to CU PolicyPro by paying CUCorp the applicable renewal fee for CU PolicyPro clients at the time access can be restored. You shall pay CUCorp for each Service application upon commencement of such Service. Services provided for an annual term (or those for longer periods) will be payable in full, in advance. Thereafter, Users will be billed 45 days in advance for Services provided and renewable on an annual (or longer) basis. Those Services provided on a monthly basis will be invoiced monthly, in advance. Services will be renewed at then current CUCorp rates and terms. We expressly reserve the right to change fees at any time, upon notice to Users.

11. Confidential Information

Each party may provide to the other certain confidential, proprietary, and trade secret business or technical information of the other in connection with this Agreement ("Confidential Information"). Confidential information shall be clearly marked and designated as "Confidential" except that the parties expressly agree that the Services, any accompanying technical documentation, User Content, and the terms of this Agreement shall be deemed to be Confidential Information at all times unless expressly agreed otherwise. Each party agrees to preserve the Confidential Information that is provided as the result of this Agreement, and shall not, without the prior written consent of the other party, disclose or make available to any person, or use for its own or for any other person's benefit, other than as necessary in performance of its obligations under this Agreement, any Confidential Information. The foregoing notwithstanding, CUCorp has the right to identify that you are a customer.

12. Disclaimer of Warranties

a. No Legal Advice Provided. CUCorp Services and materials are designed to provide accurate and authoritative information with regard to the subject matter covered. In producing these materials, CUCorp is not engaged in rendering legal or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

b. Errors and Omissions. As no published work can be totally current, all information should be checked against the most recent developments by a qualified professional. CUCorp uses care in publishing materials and makes every attempt to provide accurate information. However, we cannot guarantee their accuracy or completeness. Errors and omissions may occur. CUCorp will make reasonable efforts to correct any errors or omissions but makes no representation regarding the accuracy of information provided.

c. YOUR USE OF THE SERVICE IS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND IS AT YOUR OWN RISK. CUCORP WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE OF THE SERVICE. HOWEVER, WE PROVIDE NO WARRANTIES WHATSOEVER AND DO NOT MAKE AND HEREBY DISCLAIM, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

d. CUCORP DOES NOT WARRANT THAT THE SERVICE OR INFORMATION OBTAINED BY YOU THROUGH THE SERVICE WILL (i) MEET YOUR REQUIREMENTS OR EXPECTATIONS, (ii) BE UNINTERRUPTED, TIMELY OR ERROR-FREE, (iii) BE COMPLETELY SECURE, OR (iv) THAT ERRORS IN THE SERVICE WILL BE CORRECTED. NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE.

e. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS.

f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CUCORP OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL CUCORP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, (EVEN IF CUCORP HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES), RESULTING FROM: (i) YOUR USE OR INABILITY TO USE THE SERVICE, (ii) ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, (iii) DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, (iv) ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, (v) THE COST OR PROCUREMENT OF SUBSTITUTE SERVICES OR (vi) ANY DATA, STATEMENTS, CONDUCT, OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE AND

EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SERVICE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 9.

14. Reliance on Warranty and Liability Limitations

THE PARTIES ACKNOWLEDGE THAT CUCORP HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THE SAME FORM AN ESSENTIAL BASIS OF THAT BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. Exclusions and Limitations

SOME STATES PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS SOME OF THE ABOVE LIMITATIONS IN SECTIONS 6-8 MAY NOT APPLY TO YOU.

16. Business Dealings with Partners, Links, Advertisers, and Other Third Parties

Your business dealings with partners, advertisers, links to other web sites, and other third parties found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that CUCorp shall not be responsible or liable for any loss or damage of any sort incurred as the result of such dealings or as the result of the presence of such third parties on the Service. CUCorp is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, products, or other materials on or available from such resources.

17. Indemnification

You agree to indemnify, hold harmless, and defend CUCorp, its shareholders, directors, officers, employees, agents, affiliates, co-branders or other partners from and against any action, cause, claim, damages, debt, demand, or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (i) this Agreement; (ii) your use of the Service, including any data or work transmitted or received by you; (iii) your connection to the Service; (iv) any

unacceptable use of the Service, including, without limitation, any statement, data, or content made, transmitted or republished by you which is prohibited as unacceptable at Section 5(c) or (v) your violation of any rights of another.

18. Proprietary Rights

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Exclusive of User Content, CUCorp shall retain all right, title, and interest (including copyright, trademark, and other proprietary and intellectual property rights) relating to the Services, all legally protectable elements or derivative works. You also agree that Content contained in advertisements or information presented to you through the Service or third parties is protected by copyright, trademark, patents and other proprietary rights. You shall retain all right, title, and interest in the User Content. CUCorp may place copyright and/or proprietary notices, including hypertext links, within the Services. You may not alter or remove such notices without CUCorp's written permission.

User Content shall not include anything that actually or potentially infringes or misappropriates the copyright, trademark, or intellectual property right of any other person, or contains anything that is obscene, defamatory, harassing, offensive or malicious. You agree not to display or use in any manner, any CUCorp trademarks without CUCorp's prior written permission. User will not, directly or indirectly, reverse engineer, decompile, or otherwise attempt to derive source code or other trade secrets from CUCorp. You agree not to reproduce, duplicate, modify, copy, sell, resell, distribute, create derivative works, or exploit any portion of the Service, use of the Service, or access to the Service. You agree not to access the Service by any means other than through the interface provided by CUCorp.

19. Notices & Amendments

Notices to you may be made via either email or regular mail and shall be deemed to be delivered when sent. The Service may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you on the Service. Your access to or use of the Service after the date such amended terms are delivered to you shall constitute acceptance of such amended terms.

20. Independent Contractors

The parties and their respective personnel are, and shall be, independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

21. Assignment

You may not assign any of your rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

22. Waiver

No waiver of any Agreement provision, right or remedy shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

23. Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Any controversy or claim arising out of or relating to this Agreement, or its breach, that is not resolved through mediation shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

24. Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted and the remainder of the Agreement shall remain enforceable.

25. Applicable Law

This Agreement shall be governed in all respects by the laws of the State of Michigan without regard to its conflict of law provisions.

26. Attorney's and Other Professionals' Fees

If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, other professionals, and costs and expenses, in addition to any other relief available to the prevailing party.

27. Digital Signature Provisions

You represent and warrant that the individual electronically agreeing to the terms of this Agreement is empowered to agree to this Agreement on behalf of User. You further agree that clicking the "AGREE" button below constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act and that the Agreement is completely valid, has legal effect, is enforceable, and is binding on and non-refutable by User.

28. Force Majeure

If the performance of any part of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

29. Headings

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

30. Entire Agreement

This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the parties concerning the Service. You may also be subject to additional terms and conditions that apply when you use affiliate services, third-party content or third-party products.