



CU PolicyPro Subscriber Agreement

TERMS OF SERVICE – SUBSCRIBER AGREEMENT

1. Grant of License and Service Terms

a. **License.** Pursuant to an agreement between CU Solutions Group and the Illinois Credit Union League (“ICUL”) (the “License Agreement”), ICUL has purchased a transferable right to obtain access to the CU Policy Pro Manual (“Service”) and to offer the Service to its affiliated member credit unions (each a “Credit Union” or cumulatively “Credit Unions”). Upon Credit Union acceptance of this Agreement and in accordance with ICUL’s aforementioned right, ICUL hereby grants Credit Union a limited, non-transferable, non-exclusive, revocable right and Sub-license to obtain access to the Service. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to this Agreement.

b. **Equipment.** Credit Union is 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.

2. Security, Member Accounts, and Passwords

CU Solutions Group shall operate and maintain the CU PolicyPro system in good working order with access restricted to qualified employees of Credit Union and access to technical staff who may assist you. Credit Union agrees to bear all responsibility for the confidentiality of passwords and all use or changes incurred from use of the Service through passwords. Additionally, Credit Union agrees to immediately notify CU Solutions Group of any unauthorized use of any password or account or any other security breach. CU Solutions Group and ICUL cannot and will not be liable for any loss or damage arising from Credit Union’s failure to comply with this Section.

3. Privacy

ICUL and CU Solutions Group will not disclose any personal information about Credit Union, including its contents on use of the Service, without Credit Union’s prior consent unless CU Solutions Group 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 CU Solutions Group; or (iii) enforce this Agreement.

4. Credit Union's Obligations

a. **Responsibility for Content.** Credit Union understands 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 Credit Union and not CU Solutions Group or ICUL, are entirely responsible for all Content that Credit Union uploads, posts, e-mails or otherwise transmits via the Service. ICUL and CU Solutions Group does not control the Content posted via the Service and, as such, will not be liable in any way for any Content.

CU Solutions Group and ICUL 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, CU Solutions Group and ICUL shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

b. **Confidentiality of Information.** Credit Union agrees that the master content and any content customized content that contains the essential master content is the property of CU Solutions Group, and may be used only for the purpose of developing the Operations Manual for Credit Union. Credit Union agrees 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. Failure to comply with this section can result in immediate termination of your access to the CU PolicyPro manual.

5. General Practices Regarding Use and Storage

Credit Union acknowledges that CU Solutions Group and ICUL may establish general practices and limits concerning use of the Service, including, without limitation, the maximum disk space allotted on CU Solutions Group's servers on your behalf. Credit Union agrees that CU Solutions Group and ICUL have 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.

6. Service Modifications

ICUL and CU Solutions Group reserve the right to periodically and at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Credit Union agrees that CU Solutions Group and ICUL are not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

7. Termination

ICUL may, in its sole discretion for any or no reason, and at any time, terminate this Agreement, thereby revoking the grant of Sub-license provided for herein.

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, CU Solutions Group will remove Credit Union's Content from its servers.

Credit Union may continue access to the Service by directly contracting with CU Solutions Group.

8. Disclaimer of Warranties.

a. **No Legal Advice Provided.** The Services are designed to provide accurate and authoritative information with regard to the subject matter covered. In producing these materials, CU Solutions Group and ICUL are 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.** CU Solutions Group uses care in publishing materials and makes every attempt to provide accurate information but does not guarantee their accuracy or completeness. Errors and omissions may occur. CU Solutions Group and ICUL make no representation regarding the accuracy of information provided.

c. **No advice or information, whether oral or written, obtained by you from CU Solutions Group or ICUL or through or from the Service shall create any warranty not expressly stated in this Agreement.**

9. Indemnification

Credit Union agrees to indemnify, hold harmless, and defend CU Solutions Group, ICUL, their 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) Credit Union's use of the Service, including any data or work transmitted or received by Credit Union; (iii) Credit Union's 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.

10. Limitation of Liability

Credit Union agrees that if dissatisfied with the Service, Credit Union's sole and exclusive remedy shall be to discontinue use of the Service.

11. Digital Signature Provisions

Credit Union represents and warrants that the individual electronically agreeing to the terms of this Agreement is empowered to agree to this Agreement on behalf of Credit Union. Credit

Union further agrees that clicking "AGREE" 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 Credit Union.

12. Assignment

Credit Union 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.