



## RECOVERYPRO TERMS OF SERVICE AGREEMENT

### 1. Acceptance of Terms.

CU Solutions Group, Incorporated ("CU Solutions Group" or "we") provides its subscription RecoveryPro Disaster Recovery Manual service ("Service") 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 this Service is provided to Users subject to the terms of this Agreement.

By clicking on the "Agree" checkbox during the sign up process, 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 its terms.

If you do not agree to all the terms of this Agreement, CU Solutions Group will promptly cancel this transaction and you may not access, use or install any part of our Service.

### 2. Service Terms and Limitations

a. **Description of Service.** Upon your acceptance of this Agreement and payment of your Service fees (outlined herein), CU Solutions Group grants you a limited, nontransferable, non-exclusive, revocable right to obtain access to RecoveryPro.

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

b. **Internet Access.** Access to the Internet will be required in order to receive RecoveryPro updates from CU Solutions Group, as well as to back-up your data to the CU Solutions Group servers. You understand that CU Solutions Group will not be responsible for any difficulties with said Internet access.

c. **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 obtain updates for the Service.

### 3. Privacy

CU Solutions Group will not disclose any personal information about your company accounts including its contents on use of the Service, without your 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. CU Solutions Group may provide certain information in aggregate form collected from and relating to you to third parties such as advertisers and business partners.

### 4. 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 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, and (iii) are authorized to pay Service fees.

b. **Responsibility for Content.** You understand that all information, data, text, software, sound, photographs, graphics, messages, or other materials ("Content") posted by you, are the sole responsibility of the person from which such Content originated. This means that you, and not CU Solutions Group, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Service.

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.

c. **Confidentiality of Information.** You agree 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 RecoveryPro for your credit union. 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.

Failure to comply with this section can result in immediate termination of your access to the RecoveryPro manual.

### 5. Fees and Payment Terms

a. **Payment.** You shall pay CU Solutions Group 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. Services will be renewed at

then current CU Solutions Group rates and terms. We expressly reserve the right to change fees at any time, upon notice to Users.

b. **Late Payments.** If User is delinquent in its payments, CU Solutions Group may immediately suspend or terminate this Agreement and User's access to the Service.

c. **Taxes.** All fees charged by CU Solutions Group are exclusive of taxes, currency conversion charges, and similar fees now in force or enacted in the future that are imposed on the transaction, all of which will be paid by the User.

## 6. General Practices Regarding Use and Storage

You acknowledge that CU Solutions Group 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. You agree that CU Solutions Group 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.

## 7. Service Modifications

CU Solutions Group 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. You agree that CU Solutions Group shall not be liable to you or to any third party for any said modification, suspension, or discontinuance of the Service.

## 8. Termination

### a. *User Termination of Agreement.*

(i) 30-Day Money Back Termination. User may terminate this Agreement within 30 days of first initiating Service and receive a full refund of basic subscription fees paid for Services cancelled. Any additional consulting or programming fees incurred prior to termination remain payable and are non-refundable.

(ii) After 30 Days of Service. User may terminate this Agreement at any time after the initial 30 days of service. However, no fees will be refunded for the unused portion of the Service period.

b. **CU Solutions Group Termination of Agreement.** CU Solutions Group may terminate this Agreement if you have violated or acted inconsistently with the letter or spirit of this Agreement. CU Solutions Group may also, in its sole discretion and at any time discontinue providing the Service, or any part of it, with or without notice. You agree that CU Solutions Group shall not be liable to you or any third party for any termination of your access to the Service.

c. **Effect of Termination.** Upon the effective date of termination of this Agreement CU Solutions Group will cease providing the Service and all User payment obligations through the effective date of termination will immediately become due. Within ten (10) business days of the effective

date of termination and full payment by User, CU Solutions Group will make available your Content and data, if any, which resulted from use of CU Solutions Group Service, in the format specified for each application. 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 your Content from its servers.

## **9. Disclaimer of Warranties**

a. No Legal Advice Provided. CU Solutions Group Services and materials are designed to provide accurate and authoritative information with regard to the subject matter covered. In producing these materials, CU Solutions Group 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. CU Solutions Group 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. CU Solutions Group will make reasonable efforts to correct any errors or omissions but makes 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 through or from the Service shall create any warranty not expressly stated in this agreement..

## **10. Limitation of Liability**

a. Under no circumstances shall CU Solutions Group 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 CU Solutions Group 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.

b. 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.

## **11. 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 CU Solutions Group 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. CU Solutions Group 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.

## **12. Indemnification**

You agree to indemnify, hold harmless, and defend CU Solutions Group, 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 under Section 5(b); or (v) your violation of any rights of another.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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 checking the “Agree” checkbox on the signup form 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 nonrefutable by User.

## **20. 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