

COOPERATIVE BUSINESS SERVICES, LLC
TERMS OF USE

The following terms of use (the “Terms of Use”) contain the terms and conditions applicable to you and your (“You” and “Your”) access to and use of this website, www.cbscuso.com (the “Website”), including the mobile version, and the resources, applications, and tools accessible on the website that are not resources, applications, or tools provided by a third-party.

In consideration of Your being allowed to access and use the Website, You agree as follows:

1. Acceptance of Terms of Use. By accessing and using the Website, You agree that You have read, understand and agree to be legally bound by these Terms of Use. If Cooperative Business Services, LLC, an Ohio limited liability company (“Company”) materially changes the Terms of Use, Company may notify you through a notice, updated Terms of Use on the Website, or by electronic email (provided, however, you have given your email address to Company). Otherwise, unless prohibited by law, these Terms of Use may be changed, modified or altered by Company in Company’s sole discretion at any time without prior notice.

2. Use of Website. The content and information posed by Company on the Website may be used only informational, lawful, or other purposes authorized by Company. By accessing and using the Website, You represent, warrant, and covenant that: (i) all information You submit is truthful and accurate; (ii) You will maintain the accuracy of such information; (iii) You are eighteen (18) years of age or older; and (iv) Your use of the Website does not violate any applicable law, rule, or regulation. The Website is intended for use by residents of the United States of America nor non-residents of the United States of America that agree to use the Website in accordance with the laws of the United States of America, these Terms of Use, and the Company’s privacy policies. Use of, and access to, the Website and Company’s services is void where prohibited. Information gathered by the Company through the use of the Website will be solely used for Company’s purpose as a credit union servicing organization and will not be used for any unlawful purpose or subject to further unauthorized disclosure.

3. Property; Intellectual Property. All content of the Website (including, without limitation, text, graphics, icons, images, clips and software) is protected by copyright, trademark, and other laws. All Company copyrights, patents, trade secrets and other intellectual property, along with all Company names, logos, taglines, icons, marks, text, graphics, animation, audio components, digital components, interfaces, navigational devices, menus, menu structure or arrangements, help and other operation instructions, and all other components of any source or object computer code that comprises the Website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect the Website’s applications on the Website, or used by Company, are the exclusive property of Company and may not be used by you without Company’s prior written permission. Unless otherwise indicated, all other intellectual property appearing on the Website is the property of its respective owner. Company reserves all rights not expressly granted in and to the Website’s content and services.

4. Disclaimer of Warranties. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS MADE AVAILABLE BY COMPANY “AS IS, WHERE IS” AND “AS AVAILABLE.” COMPANY OFFERS NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING THE TRUTHFULNESS OR ACCURACY OF ANY RESOURCES OR INFORMATION MADE AVAILABLE THROUGH THE WEBSITE OR PRESENTED BY OTHER

USERS OR MEMBERS OF THE WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS AND EXCLUDES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY, AVAILABILITY, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, RESULTS OBTAINED FROM YOUR USE OF THE WEBSITE, OR USE OF ANY SOFTWARE, APPLICATIONS, SERVICES, AND/OR THIRD PARTY RESOURCES, AND FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE, ITS CONTENT AND THE PRODUCTS AND SERVICES LISTED OR MADE AVAILABLE ON OR THROUGH THE WEBSITE. COMPANY DOES NOT WARRANT OR REPRESENT THAT USE OF THE WEBSITE, SERVICES, APPLICATIONS OR THIRD-PARTY RESOURCES WILL BE UNINTERRUPTED, ERROR-FREE, OR ENTIRELY SECURE. YOU WILL BEAR ALL RISK ASSOCIATED WITH USE OF THE WEBSITE, AND ANY OF THE SERVICES, APPLICATIONS OR THIRD-PARTY RESOURCES ACCESSED THEREBY, ALONG WITH THE RISK OF ANY OTHER MEANS OF COMMUNICATION OR DATA TRANSMISSION BY YOU, AND COMPANY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY IN CONNECTION WITH SUCH USE. FOR PURPOSES HEREIN, "THIRD-PARTY" RESOURCES MEANS THE SERVICES, APPLICATIONS, TOOLS, SOFTWARE, NETWORKS, HOSTING PLATFORMS, SERVERS AND COMPUTER "CLOUD" SERVICES NECESSARY FOR, OR AVAILABLE FOR USE THROUGH, USE OF THE WEBSITE.

5. Limitation of Liability. IN NO EVENT WILL COMPANY, NOR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS WEBSITE, YOUR USE OF THE WEBSITE, OR YOUR USE OF ANY OF THE SERVICES, APPLICATIONS, SOFTWARE, OR THIRD PARTY SERVICES, APPLICATIONS, OR SOFTWARE AVAILABLE ON OR THROUGH THIS WEBSITE, REGARDLESS OF WHETHER COMPANY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE FOREGOING LIMITATION(S) IS APPLICABLE REGARDLESS OF THE THEORY OF LAW UPON WHICH SUCH DAMAGES MAY BE BASED. IN ANY EVENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES AND LOSSES ARISING DIRECTLY FROM YOUR USE OF THE WEBSITE, OR YOUR USE OF ANY OF THE SERVICES, APPLICATIONS, SOFTWARE, OR THIRD-PARTY SERVICES, APPLICATIONS, OR SOFTWARE AVAILABLE ON OR THROUGH THIS WEBSITE WILL BE LIMITED TO TEN AND 00/100 DOLLARS (\$10).

6. Confidentiality. You acknowledge and agree that, by using the Website and/or accessing any of the applications, tools, software, resources, information, or content made available through the Website, that You may acquire access to Company's "Confidential Information." You further acknowledge and agree that Company has expended considerable time, resources, and money acquiring and developing the Confidential Information, and that the Confidential Information is critically important to Company's business and the disclosure of it, or use by, others could cause Company substantial loss. "Confidential Information" includes, but is not limited to, Company's proprietary, non-public, and trade secret information relating to Company, its business model and practices, forms, documents, concepts, techniques, members (including, but not limited to information

provided by such members), processes, know-how, any information Company is required to keep confidential pursuant to any federal, state or local law, rule, regulation, ordinance, or pursuant to any previously executed agreement, and any other information disclosed by Company, or obtained by You, that Company considers (or You should reasonably know is) confidential, proprietary, a trade secret or non-public information.

In exchange for the Confidential Information, You agree to: (i) hold the Confidential Information in strict confidence and not disclose the Confidential Information to any third party without the express, prior written consent of Company; (ii) not disclose the Confidential Information in any manner whatsoever, except as required by applicable law, regulation or legal process, and only after notifying Company; (iii) not copy, reproduce, modify, alter, disassemble, reverse engineer or decompile any of the Confidential Information; and (iv) provide access to the Confidential Information only to those of Your employees, accountants and attorneys that have a reasonable need to know the Confidential Information and have agreed in writing to act in accordance with the terms of this Section. You must notify Company of any unauthorized use or disclosure of Confidential Information, or any other breach of this Section, and You will reasonably cooperate with Company to regain possession of the Confidential Information and prevent its further unauthorized use or dissemination.

Company is the owner of, and will retain all ownership rights in and to the Confidential Information. Nothing herein, or in any disclosure of the Confidential Information, will be construed to grant any license or other rights in or to the Confidential Information to You. All Confidential Information provided, disclosed, or obtained is given on an “as is, where is” basis, and Company makes no representations, warranties or guarantees whatsoever, whether express or implied, with respect to any Confidential Information.

You acknowledge and agree that a breach of the obligations set forth in this Section would cause irreparable harm to Company as to which monetary damages may be difficult to ascertain or an inadequate remedy. You agree that Company will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Section, and that You will be liable for all of Company’s expenses (including reasonable attorneys’ fees) incurred in Company enforcing its rights under these Terms of Use, and this Section.

7. Privacy Policy. You have read and you agree to the terms and conditions of the Company’s general privacy policy located on the Company’s website at www.cbscuso.com, and, as applicable, the Borrower and Credit Union privacy policies also located on the Company’s website at www.cbscuso.com, respectively.

8. Links to Third-Party Sites. The Website may provide You with links or other access to other websites, applications, tools, software, services, or content of third parties (the “Third Party Sites”). Company has no control over, and does not necessarily endorse, any Third-Party Sites’ applications, tools, software, services, or content. You acknowledge and agree that Your access to such Third-Party Sites is at Your own risk and you are wholly responsible for making Your own independent judgment regarding Your use or interaction with the same. We recommend that you read the terms of use and privacy policies of each Third-Party Site you access.

9. Wrongful Conduct. You acknowledge and agree that if Company becomes aware of, knows, has reason to know or believes that You are, have, or may engage in any conduct or activity that is, or may be, in Company’s sole determination, in violation of any applicable law, or any federal, state, or

local law, statute, ordinance rule, or regulation whatsoever (collectively, “Applicable Laws”), or in violation of any Company policy, or that may adversely affect the Company, any other Website users, or the business of the Company, then Company has the right, not only to immediately suspend and/or terminate Your use of the Website, but to disclose and any all of Your information, without limitation, to any authority, governmental, or otherwise, without notice to or consent from You. Notwithstanding the foregoing, nothing herein will be deemed to be an affirmative obligation of Company to report to, or disclose information to any authority, governmental or otherwise.

10. Additional Rights. Company or Third-Party Sites may discontinue or make changes in the services, applications, tools, software, content, or information, available on or through the Website, at any time, without prior notice to You, and without any liability to You. Any dated information or forms is published as of its date only, and Company does not undertake any obligation or responsibility to update or amend any such information. Company reserves the right to terminate any or all Website offerings or transmissions without prior notice to You.

11. Indemnity. You agree to defend, indemnify and hold Company, its members, managers, officers, employees, agents, representatives, successors, and assigns harmless from any loss, liability, damages, penalty, fine, claim or demand, including, but not limited to, reasonable attorneys’ fees, arising out of Your use of the Website in violation of these Terms of Use and/or arising from a breach of these Terms of Use (including, without limitation, any breach of your representations and warranties set forth herein), and/or Your acts or omissions.

12. Governing Law. These Terms of Use, and use of the Website, will be governed by the laws of the State of Ohio regardless of the conflict of law provisions thereof and regardless of where You live or from where you access or use the Website. The federal and state courts of Hamilton County, Ohio will have sole and exclusive jurisdiction of any claim, controversy or dispute arising out of or relating to these Terms of Use.

13. Severability. The terms of these Terms of Use are severable. If a court of competent jurisdiction determines any of these terms are invalid or unenforceable, they may be severed from the Terms of Use in which event such severance will not affect the validity and enforceability of the remaining terms and conditions.