

City & County Credit Union Online/Mobile Banking Access Agreement and Disclosure. This Agreement governs the use of CCCU's electronic services, jointly referred to as the "Online/Mobile Banking", "Service", or "Mobile Deposit", provided by CCCU. By using the Service to conduct transactions, you agree to the terms of this Agreement.

Federal Disclosure. You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

Definitions. As used in this Agreement, "account" and "accounts" mean the CCCU account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Credit Union. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Credit Union" refer to the individual Credit Union (CCCU) that holds your accounts.

Access and Security. Your Online/Mobile Banking Password is required to access CCCU Online/Mobile Banking functions. You are responsible for all transactions and transfers you authorize using the Service. You agree not to give or make available your Password to any unauthorized individual. You may be required to change your Password on a periodic basis. We are entitled to act on the instructions received under your Password. For security purposes, it is recommended that you memorized the Password and do not write it down. If you believe your Password has been lost or stolen, someone has attempted to use the Online/Mobile Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify CCCU immediately at 800-223-2801. CCCU does not maintain a record of your Password. If you lose or forget your Password, you may select a new confidential Password. You also agree that CCCU may revoke your Online/Mobile Banking access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Member ID and Password(s) belonging to you and/or your authorized user.

Use of Electronic Services. To use electronic services, you must have at least one CCCU share account and an Online/Mobile Banking Member ID with Password. CCCU reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

ONLINE/MOBILE BANKING

Required Equipment. In order to enroll in the Online Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. CCCU is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. CCCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

Enrolling for Online Banking. The member account number and PIN provided at account opening are required for initial enrollment to Online Banking.

- Users will create a personalized Member ID and Password.
- Member IDs can be between 6 and 50 alpha numeric characters.
- Passwords must have between 8-25 alpha-numeric characters. A minimum of 2 numeric and 2 alpha characters are required.

You accept responsibility for periodically changing your Password and protecting the integrity of the Member ID to protect against unauthorized transactions and account access. Granting access to your account via Online Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

Online Banking Access. The Service allows you to perform some or all of the following functions from your Computer by accessing your accounts at CCCU's Website at cccu.com:

- Transfer money
- Make loan and credit card payments
- Pay bills
- Access and print statements
- View checks that have cleared their accounts
- Place a stop payment on a check
- Change your password

- Update your address, email address and phone number
- Set account alerts
- Order checks
- Access P2P services
- See account balances and history
- Update overdraft protection options
- See credit score
- Request a check withdrawal
- Set an in branch appointment
- Apply for loans or open additional deposit products

Mobile banking. The use of Mobile Banking may incur additional data charges depending on your wireless carrier. Please consult your wireless provider/carrier for details on correlated rates and charges. All terms and conditions applicable to Online/Mobile Banking may apply to Mobile Banking.

MOBILE DEPOSIT

Use of the Service. You are authorized to remotely deposit paper checks into your CCCU account by electronically transmitting a digital image of the paper checks to CCCU. Upon receipt, CCCU will review the image for acceptability. You understand and agree that receipt of an image does not occur until after CCCU notifies you of image receipt, via the Deposit History feature. You understand that notification from CCCU confirming receipt of an image does not mean that the image contains no errors or that CCCU is responsible for any information You transmit. CCCU is not responsible for any image it does not receive. Following receipt of the image, CCCU may process the image by preparing a "substitute check" or clearing the item as an image. CCCU reserves the right, at its sole and absolute discretion, to accept or reject any item for mobile deposit into your Account. You understand that any amount credited to your Account for items deposited using Mobile Deposit is a provisional credit, and You agree to indemnify CCCU against any loss suffered because of CCCU acceptance of the remotely deposited check. In addition, You agree that You will not:

1. Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Service,
2. Copy or reproduce all or any part of the technology or the Service; or
3. Interfere, or attempt to interfere, with the technology or the Service.

Required Equipment. Mobile Deposit is available for iPhone users, smart phones with the Droid operating system and tablet users.

Check Requirements. Any image of a check that You transmit to CCCU must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. You will endorse the back of the original check. Your endorsement will include: Your signature AND the words "**CCCU Mobile Deposit only**".

You understand that the image of the check transmitted to CCCU must accurately and legibly provide, among other things, the following information:

1. The information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s).
2. Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association.

Unacceptable Deposits. You understand and agree that You are not permitted to deposit the following items using Mobile Deposit:

1. Any item written from and deposited in to the same CCCU checking account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.

5. Any item that is incomplete.
6. Any item that is "stale dated" or "post-dated."
7. Any Third Party payable items.

Limitations on Frequency and Dollar Amount and Daily Deposit Limit. You understand and agree that You cannot exceed the limitations on the dollar amounts of mobile deposits CCCU has set forth.

Rejection of Deposit. CCCU is not liable for any service or late charges levied against you due to rejection of any item. You are responsible, in all cases, for any loss or overdraft plus any applicable fees due to an item being returned. It is your sole responsibility to verify that items deposited using Mobile Deposit have been received and accepted for deposit. CCCU will attempt to reach you, using the information CCCU has on record (email, phone), to notify you that a deposit has been rejected.

Items Returned Unpaid. A notice will be sent to you regarding items returned unpaid. With respect to any item that You transmit for mobile deposit that is credited to your Account, in the event such item is dishonored, You authorize CCCU to debit the amount, plus fees, of such item from your Account.

Unavailability of the Service. You understand and agree that Mobile Deposit may at times be temporarily unavailable due to CCCU system maintenance or technical difficulties including, but not limited to, those of the Internet service provider and Internet software. In the event that Mobile Deposit is unavailable, You acknowledge that You can deposit an original check at any CCCU or CU Shared Service Center branch, at a deposit taking Automatic Teller Machine (ATM), or by mailing the original check to CCCU.

Business Day. You understand that CCCU business days are Monday through Friday; excluding Federal holidays and business hours are 8:00 am to 5:00 pm, Central Standard Time "CST", each business day.

Deposit Times. Deposits received before 2:00 pm CST on a business day, and approved, will post to your account on the same day. Exceptions may apply during holidays and/or special and emergency closings. Deposits received after 2:00 pm CST may be processed on the next business day.

Funds Availability/Check Holds. Funds deposited via Mobile Deposit service may be held for up to two (2) business days (longer holds may apply for new accounts). At least \$250 of the total amount deposited each day will be available for immediate withdrawal. Longer holds may apply for new accounts or acceptable reasons disclosed in the credit unions Funds Availability Policy.

Compliance with Law. You agree to use the products and the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check You transmit using Mobile Deposit:

1. Each image of a check transmitted to CCCU is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) that has already been deposited other than the digital image of an original check that You remotely deposit through Mobile Deposit, there are no duplicate images of the original check.
4. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
5. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
6. You have not knowingly failed to communicate any material information to CCCU.
7. You have possession of each original check deposited using Mobile Deposit and no party will submit the original check for payment.

8. Files and images transmitted contain no viruses or any other disabling features that may have an adverse impact on CCCU's network, data, or related systems.

Storage of Original Checks. You must securely store each original check that You deposit using the Service for a period of no fewer than 90 days after transmission to CCCU. Deposited checks with suspect image quality, especially those with large dollar amounts, may be retained for a longer period of time as determined by the Member. After such period expires, You will destroy the original check. You understand and agree that You are responsible for any loss caused by your failure to secure and/or destroy the original checks.

In Case of Errors. In the event that You believe there has been a breach of this Agreement or an error with respect to any original check or image transmitted to CCCU, You will immediately contact CCCU regarding such breach or error as set forth below. If You do not contact CCCU immediately, You understand that the statement dispute policy and timeline applies.

SAVVYMONEY

As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score. You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

By clicking 'Accept', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#). You may revoke this authorization at any time through your credit score profile settings.

Person-to-Person (P2P), Business-to-Business (B2B), Business-to-Person (B2P)

Eligibility. Individuals or Businesses with a debit card issued by CCCU are eligible to use this Service to send funds to a Recipient with an account in the United States that may receive POS or ACH transactions. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. By using the Site, or the Service, you represent that you meet these requirements.

Initiating P2P/B2B/B2P Payment Instructions. All P2P/B2B/B2P Payment Instructions must be initiated through online/mobile banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a P2P/B2B/B2P Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.

Security Procedure. You shall comply with the security procedure requirements with respect to P2P/B2B/B2P Payment Instructions initiated by You, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P/B2B/B2P Payment Instruction.

You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P/B2B/B2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P/B2B/B2P Payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify CCCU immediately. The occurrence of unauthorized access will not affect any P2P/B2B/B2P Payments made in good faith by CCCU prior to receipt of such notification plus a reasonable time period thereafter for CCCU to act on such notice.

Payment Authorization and Remittance.

- a. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P/B2B/B2P Payment Instructions that we receive through the Service.
- b. When we receive a P2P/B2B/B2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf.

- c. We will use reasonable efforts to complete all your P2P/B2B/B2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
- i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the P2P/B2B/B2P Payment Instruction or the P2P/B2B/B2P Payment Instruction would exceed the credit limit of your overdraft account;
 - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the P2P/B2B/B2P Payment Instruction;
 - iii. The payment is refused or returned by Recipient or Recipient's Financial Institution;
 - iv. You have not provided us with the correct information, including but not limited to the correct P2P/B2B/B2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P/B2B/B2P Payment Instruction; and/or
 - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P/B2B/B2P Payment Instruction.
- d. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P/B2B/B2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P/B2B/B2P payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- e. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P/B2B/B2P Payment, You authorize and are empowered to authorize Us to submit the P2P/B2B/B2P Payments on your behalf
- f. Inconsistency of Name and Account Number: You acknowledge and agree that, if a P2P/B2B/B2P Payment describes the Receiver inconsistently by name and/or account number, P2P/B2B/B2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P/B2B/B2P Payment to Us is not excused in such circumstances.

GENERAL DISCLOSURES AND AGREEMENTS

Transactions that are not completed. Electronic services are limited to the extent, and subject to the terms, noted below:

1. Your ability to transfer funds between certain accounts is limited by federal law and the Membership and Account Agreement. You should refer to the Membership and Account Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online/Mobile Banking Service are counted against the permissible number of transfers described in the Membership and Account Agreement.
2. Transactional information for your accounts will be available from Online/Mobile Banking for a minimum of 200 days from the date of inquiry.

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Any claim for interest or dividends payable by CCCU shall be at CCCU's published savings account rate. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken.

- You have reported an unauthorized use of your Member ID and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of Online/Mobile Banking is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

Contact Information Changes. You agree to promptly notify CCCU in writing, by phone or online of any contact information change such as mailing address, phone numbers, or email address.

Periodic Statements. Any electronic transaction will be reflected on your periodic statement. You understand and agree that you are required to notify CCCU of any error relating to using electronic services no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to CCCU's attention within such time period.

Errors and Questions. Telephone us as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transaction you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized Transfer. Tell us AT ONCE if you believe your account information and/or Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you believe your account information and/or Password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your account information and/or Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or Password, and we can prove we could have stopped someone from using your account/and or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

No Unlawful or Prohibited Use. As a condition of using the service, You agree to not use the service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree that You will not use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of such service. You promise to indemnify and hold CCCU harmless from any damages, liabilities, costs, expenses (including attorneys' fees), or other harm arising out of any violation thereof. This indemnity will survive termination of your account and this Agreement.

Prohibited Payments. The following types of payments are prohibited through CCCU's payment services (For Example: Send Money, Bill Pay), and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
- b. Payments that violate any law, statute, ordinance or regulation;
- c. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- d. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- e. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
- f. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
- g. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

Fees for Electronic Services. Currently there is no monthly service fee for using Online/Mobile Banking; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using Online/Mobile Banking, you must notify us within 30 days. Additional fees may apply for services such as expedited payments. You will be notified of the fee at the time you use the service or you may refer to our separate Schedule of Fees available on our website or by request.

Alterations and Amendments. CCCU may, from time to time, revise or update programs, services, and/or related material(s) rendering such prior versions obsolete. When required by regulation, CCCU will send notice to you either at your address as it appears on CCCU's records or by online notice through Online/Mobile Banking. Any continuation of use of the service after CCCU sends you a notice of change will constitute your agreement to such change(s).

Termination of the Service. You may, by written request, terminate the Service(s) provided for in this Agreement. CCCU may terminate your use of the Service at any time. In the event of termination of the Service, CCCU will attempt to contact you and you will remain liable for all transactions performed on your Account. Further, you agree that, if CCCU is notified that you have included the credit union in the filing of a petition of bankruptcy or you cause a loss to CCCU, we may revoke or refuse to grant you service and/or CCCU Online/Mobile Banking access to your account.

Payee Limitation. CCCU reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. CCCU is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

Evidence. If we go to court for any reason, we can use a copy, digital record, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, digital record, or photograph will have the same validity as the original.

Warranties. You UNDERSTAND THAT CCCU DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Liability. The use of electronic services may also be governed by CCCU's Membership and Account Agreement. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your CCCU Account. In the event of a discrepancy between this Agreement and the Membership and Account Agreement, the Membership and Account Agreement will control. In no event will we have liability for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damage is based on tort or contract or if we knew or should have known the likelihood of such damages in any circumstances.

Indemnification. Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your accounts, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with an Account or the performance of electronic services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of electronic services by you or your authorized representative. You understand and agree that this paragraph shall survive the termination of this Agreement.

Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of Minnesota, notwithstanding any conflict-of laws or doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of Minnesota.

No Waiver. Either party shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by both parties. No delay or omission on the part of the parties in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Contact Information

800-223-2801

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