

It's Me 247 Services Credit Union Indemnification Contract

1. **LOG ON BANNER AGREEMENT.** As a requirement and condition for permitting its members to use the **It's Me 247 ONLINE BANKING SYSTEM** (the "SYSTEM") in any way, including use to obtain access to any account information or to conduct any account transactions CREDIT UNION agrees to require its members to accept the terms of a Online Banking Use Agreement, a copy of which is attached to this agreement, which Online Banking Use Agreement may be revised from time to time at the sole discretion of CU*Answers ("PROVIDER").

2. **NOTIFICATION.** CREDIT UNION agrees to immediately notify PROVIDER in writing or electronically when any member or person provides notice that a member's account may be accessed without the use of the member's Personal Identification Number (PIN).

3. **AUTHORIZATION AND WAIVER.** PROVIDER has advised CREDIT UNION that the degree of security of the **It's Me 247 ONLINE BANKING SYSTEM** can be enhanced if each credit union member is required to use a password that is a minimum of between 6 and 10 characters. PROVIDER has also advised CREDIT UNION that this security can be enhanced even further by requiring that the member's password also adhere to strong password rules which require this password to contain at least one of the following: lowercase letter, uppercase letter, number, and special character. CREDIT UNION accepts full responsibility for the password method chosen and waives all claims of any type against PROVIDER based, in whole or in part, on any allegation that the SYSTEM should have been designed or implemented in a manner which required stronger password for use by its members when logging into the SYSTEM.

4. **EXCLUSIVE REMEDY; LIMITATION OF DAMAGES.** CREDIT UNION agrees that the liability of PROVIDER and its directors, officers, employees and agents with regard to the services provided by this Agreement for all actions, suits, damages, judgments, costs, charges, expenses and attorney fees ("Losses") for which they are or may be legally liable for any reason except fraud or intentional act shall not exceed in the aggregate the costs of the correction of the error, omission or other problem which is the basis for the Losses.

5. **INDEMNIFICATION.** CREDIT UNION assumes the risk of and shall indemnify PROVIDER, its directors, officers, employees and agents and shall hold them harmless from and against any actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequences of any liability, of any nature ("Losses"), incurred, made or suffered by any third party in connection with the furnishing of services by PROVIDER under this Agreement, except for Losses due to the fraud or intentional, willful, and wanton act of PROVIDER.

CU*ANSWERS

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

_____ **CREDIT UNION**

Print Name: _____

Print Title: _____

Signature: _____

Date: _____