

Terms and Conditions Governing Use of East Idaho Credit Union's Electronic Document Management Service ("EDMS") and the Customer Communication Center ("CCC")

LICENSING AGREEMENT FOR ONLINE WEB SITE VIEWING OF eSTATEMENTS, eLERTS AND OTHER ELECTRONIC DOCUMENTS WITHIN THE EDMS AND THE CCC

The EDMS and CCC Web Site (the "Service") is an on-line electronic services and electronic document viewing product provided by East Idaho Credit Union ("EICU") and its licensor, DigitalMailer, Inc. ("Licensor", and together with EICU, individually and collectively, the "FI"). All references to the term "we" in this disclosure are references to the FI.

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**Information.** We are providing you with access to various types of information through the Service which may include, without limitation, your account and other financial information directions (the "Information") solely for your own use and not for further redistribution. The Information is EICU's property and is protected by applicable law. We reserve any rights not expressly granted herein. The FI does not warrant or guarantee such accuracy or timeliness.

**Availability/Interruption.** The Service and System are available through your Equipment or Computer when it has an active connection to the Internet. The Service is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance degradation and delays due to conditions on the Internet or due to the Equipment, your Computer or actions of the Content or Technology Providers. You acknowledge that the FI shall not be liable to you if the Service in a given location is not available. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

**Password and Security.** After the initial login, the Service may be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent, you must notify EICU at once.

**Use of Service/Equipment.** You must not restrict or inhibit any other user from using the Service. You may not use the Service to send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

**Consent to Electronic Contracting.** You also agree that the FI may make agreements with you concerning the Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest e-mail address you have provided to the institution. You further agree that electronic copies of

communications are valid as “originals” and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

**Consent to Electronic Disclosures.** If you agree, you will receive communications and disclosures from the FI regarding the Service only in electronic form (not in paper) and you agree not to circumvent receiving any messages. At no time does a paper communication sent from the FI alter this agreement. You promise to inform EICU promptly in writing of any change in your e-mail address or your U.S. Mail address. You may choose to receive a copy of this Agreement and any other related communications in paper format, and you have the right to withdraw your consent to entering into electronic agreements and receiving electronic communications and disclosures; however, paper format may not always be available and, if available, may be subject to fees. To receive paper copies of this agreement or other electronic communications, to withdraw your consent to electronic agreements and communications, or to update information needed to contact you electronically, please contact EICU directly at [INSERT EICU's CONTACT INFORMATION]. All written notices to EICU shall be sent to [INSERT ADDRESS FOR NOTICES].

**Equipment Requirements.** In order to access the institution agreements and communications electronically, you must have a personal computer equipped with a 128-bit JavaScript enabled Browser, Internet access, and a valid e-mail account supported by software to enable you to receive e-mail messages. In order to store institution agreements and communications made electronically, you need to have a printer connected to your computer so that you can print such agreements or communications, or you need to have a hard drive or disk drive to download such agreements or communications electronically.

**Charges.** As a customer of the Service, you may not be charged by the FI for receiving an eStatement or eLERT electronically. As part of the Service, EICU will provide a history of prior month's statements for you to review and print as needed (see EICU's web site for the number of months that will be made available as part of the Service). There may be a charge for additional transactions, including a request for a paper copy of your statement from the FI, and other optional services.

#### EXCLUSION OF WARRANTIES

THE FI IS PROVIDING THE SERVICE “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. THE FI DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

#### LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FI OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF THE FI OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS

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THE FOREGOING SHALL CONSTITUTE THE FI'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY  
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**Assignment.** You may not assign this Agreement to any other party. The FI may assign this Agreement to any future, directly or indirectly, affiliated company. The FI may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**General.** This Agreement is governed and shall be construed in accordance with the laws of the State of Idaho, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between the FI and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.