

**CU*CHECKVIEWER
INDEMNIFICATION AGREEMENT**

- 1. **AGREEMENT.** As a requirement and condition for permitting CREDIT UNION to use the CU*CheckViewer System (the "SYSTEM") in any way, CREDIT UNION agrees to the terms of this Indemnification Agreement (the "AGREEMENT").

- 2. **NOTIFICATION.** CREDIT UNION will access the SYSTEM by using a user-name and a password. The CREDIT UNION agrees to immediately notify CU*Answers in writing or electronically whenever the CREDIT UNION is notified that CREDIT UNION's account can be accessed without using CREDIT UNION's user name or password. Furthermore, CREDIT UNION agrees to immediately notify CU*Answers if CREDIT UNION believes that the user-name or password has been disclosed to or obtained by any unauthorized person.

- 3. **EXCLUSIVE REMEDY.** CREDIT UNION agrees that the liability of CU*Answers and its directors, officers, employees, and agents with regard to the services provided by the SYSTEM for all actions, suits, damages, judgments, costs, charges, expenses, and attorney fees (the "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.

- 4. **INDEMNIFICATION.** CREDIT UNION assumes the risk of and shall indemnify CU*Answers, 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, incurred, made or suffered by any third party in connection with the furnishing of the SYSTEM by CU*Answers.

- 5. **EMPLOYEE USE.** CREDIT UNION agrees to assume full responsibility and liability for any improper or unauthorized access to or use of the SYSTEM by CREDIT UNION's employees. CREDIT UNION agrees to assume responsibility for training its employees regarding the appropriate and authorized access to and use of the SYSTEM, for installing and utilizing suitable anti-virus software on the CREDIT UNION's systems, and for deleting or disabling any software or devices on CREDIT UNION's systems which could be used to read, delete, copy or modify files or libraries without permission or to disable or interfere with the proper functioning, operations and security of the SYSTEM. CREDIT UNION agrees that it shall be responsible for any damages, costs, or expenses incurred by CU*Answers as a result of actions, errors or omissions by CREDIT UNION or its employees.

CU*Answers

CEO Name: _____

CEO Signature: _____ Date: _____

_____ **Credit Union**

Print Name: _____ Title: _____

Signature: _____ Date: _____