

# BOARD WEBSITE

ORDER FORM AND AGREEMENT



# PREAMBLE

THIS BOARD WEBSITE AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between CU\*ANSWERS, of 6000 28th Street S.E., Grand Rapids, Michigan 49546 (“CU\*ANSWERS”) and

(“CREDIT UNION”).

## 1. SERVICES PROVIDED.

CU\*ANSWERS upon receipt of this executed Agreement, within 30 days shall provide CREDIT UNION with a Board of Directors Website to consolidate and centralize documents and information to be utilized during CREDIT UNION Board meetings.

## 2. CONDITIONS OF THE SERVICES.

The following provisions apply to any services provided by CU\*ANSWERS pursuant to this Agreement:

- (a) If CREDIT UNION introduces a material change in the scope of the professional services, CU\*ANSWERS reserves the right to alter the timeline and/or fees.
- (b) CREDIT UNION agrees the Board of Directors Website is a non-critical service offered on a best effort basis. CREDIT UNION also agrees the Board of Directors Website is not a high availability service, and may not be available in the event of a disaster.
- (c) CREDIT UNION agrees to use browsers and email clients that are supported by the Board of Directors Website.
- (d) CREDIT UNION agrees not to post non-public personally identifiable financial information of consumers to the Board of Directors Website.
- (e) CREDIT UNION agrees files will not be backed up or otherwise archived on the Board of Directors Website.
- (f) CREDIT UNION agrees that support for the Board of Directors Website is provided on a best effort basis only, from 8am to 5pm Eastern Time, excluding weekends and paid holidays. CREDIT UNION agrees that CU\*ANSWERS cannot provide unlimited support on all aspects of the Board of Directors Website.
- (g) Completion of professional services may depend on appropriate and timely cooperation from CREDIT UNION personnel; this cooperation includes but is not limited to complete, accurate, and timely responses to CU\*ANSWERS inquiries. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by CU\*ANSWERS will be mutually agreed upon, and CREDIT UNION agrees to hold CU\*ANSWERS harmless against all matters that arise in whole or in part from any resulting delay.

- (h) If circumstances arise that, in CU\*ANSWERS' professional judgment, prevent the services from completion, CU\*ANSWERS retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or withdrawing from the Schedule.
- (i) THE PARTIES ACKNOWLEDGE THAT CU\*ANSWERS DOES NOT PROVIDE LEGAL ADVICE.
- (j) CREDIT UNION agrees that CU\*ANSWERS' network affiliated partner organizations ("asterisk.com Partners") may be used to fulfill service obligations to CREDIT UNION on behalf of CU\*ANSWERS without prior notice to CREDIT UNION. CU\*ANSWERS agrees in such an event, the asterisk.com Partners shall adhere to the same terms and conditions as agreed upon between CU\*ANSWERS and CREDIT UNION with respect to those services.

**3. FEES AND PAYMENT.**

The fees and payments for services are as follows:

SERVICE	COST	FUNCTION
Access to the Board of Directors Website	\$25.00 or Free if Advertising is Allowed	As described in Section 1 of this Agreement

CREDIT UNION agrees that fees for the service(s) are subject to annual re-pricing.

**4. TERM AND TERMINATION.**

This Agreement is for an initial term of one (1) year. This Agreement shall automatically renew for an additional one (1) year period unless terminated upon at least 90-days written notice prior to the expiration of the initial term or any renewal term. Termination shall become effective upon expiration of the then current term.

**5. PAYMENT DUE UPON TERMINATION.**

Upon expiration or notification by CREDIT UNION to terminate this Agreement, CREDIT UNION shall pay CU\*ANSWERS any and all amounts due through the term of this Agreement.

**6. INDEMNIFICATION.**

CREDIT UNION assumes the risk of and shall indemnify CU\*ANSWERS, its directors, officers, employees and agents and shall hold it and them harmless from and against any actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequences of any liabilities of any nature, incurred, made or suffered by any third party in connection with the furnishing of services by CU\*ANSWERS under this Agreement. Notwithstanding these provisions, CREDIT UNION shall not indemnify CU\*ANSWERS for damages caused by the grossly negligent or reckless acts of CU\*ANSWERS or its employees.

## 7. WARRANTIES.

(a) CU\*ANSWERS represents and warrants that all services will be provided in a professional and workmanlike manner.

(b) CU\*ANSWERS does not warrant that its services will be uninterrupted or error-free.

(c) Except as provided in Section 7(a), above, CU\*ANSWERS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, FROM A COURSE OF DEALING, OR FROM USAGE OF TRADE OR INDUSTRY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES. CU\*ANSWERS SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES IN ANY EVENT. ALL SERVICES ARE PROVIDED "AS IS", WITH NO GUARANTEE OF COMPLETENESS, ACCURACY, TIMELINESS OR OF THE RESULTS OBTAINED FROM THE USE OF THESE SERVICES. SERVICES ARE INTENDED, BUT NOT PROMISED OR GUARANTEED, TO BE CURRENT, COMPLETE, OR UP-TO-DATE AND SHOULD IN NO WAY BE TAKEN AS AN INDICATION OF FUTURE RESULTS. IN NO EVENT WILL CU\*ANSWERS, OR ITS RELATED PARTNERSHIPS OR CORPORATIONS, OR THE PARTNERS, AGENTS OR EMPLOYEES THEREOF BE LIABLE TO CREDIT UNION OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE INFORMATION PROVIDED OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CU\*ANSWERS DOES NOT GUARANTEE THAT DATA SUBMITTED OR HELD IN STORAGE ON OR THROUGH ITS SYSTEMS WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS. CREDIT UNION UNDERSTANDS THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF INFORMATION, AND CU\*ANSWERS SHALL INCUR NO LIABILITY FOR THE BREACH OF DATA UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CU\*ANSWERS.

(e) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY CU\*ANSWERS WITH RESPECT TO SOFTWARE, SERVICES, BRAND MARKS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND CU\*ANSWERS SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. ACCOUNT SECURITY.**

The CREDIT UNION agrees that the CREDIT UNION is entirely responsible for maintaining the confidentiality of CREDIT UNION's login and password (collectively, the "Account Access Information"). CREDIT UNION agrees that the CREDIT UNION is entirely responsible for any and all activities that occur under CREDIT UNION's account. CREDIT UNION agrees to notify CU\*ANSWERS immediately of any unauthorized use of CREDIT UNION's account or any other breach of security. CREDIT UNION agrees CU\*ANSWERS will not be liable for any loss that may incur as a result of someone else using CREDIT UNION's Account Access Information, either with or without CREDIT UNION's knowledge. CREDIT UNION further agrees CREDIT UNION could be held liable for losses incurred by CU\*ANSWERS or another party due to someone else using CREDIT UNION's Account Access Information.

For security purposes, CREDIT UNION should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to CREDIT UNION's Account Access Information. CREDIT UNION agrees that the CREDIT UNION will be responsible for all activity in CREDIT UNION's account, whether initiated by CREDIT UNION, or by others on CREDIT UNION's behalf, or by any other means. CU\*ANSWERS specifically disclaims liability for any activity in CREDIT UNION's account, whether authorized by CREDIT UNION or not.

## **9. NO UNLAWFUL CONDUCT OR IMPROPER USE.**

As a condition of the CREDIT UNION's use of CU\*ANSWERS Software and Services, CREDIT UNION agrees not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and CREDIT UNION agrees to comply with any applicable local, state, federal and international laws, government rules or requirements. CREDIT UNION agrees that the CREDIT UNION will not be entitled to a refund of any fees paid to CU\*ANSWERS if, for any reason, CU\*ANSWERS takes corrective action with respect to CREDIT UNION's improper or illegal use of its Services.

CREDIT UNION must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access. This includes (but is not limited to) such things as port scanning of either CU\*ANSWERS's network and computer equipment or external networks and computers and Denial Of Service attacks of any kind.

CU\*ANSWERS reserves the right at all times to disclose any information as CU\*ANSWERS deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CU\*ANSWERS's sole discretion. If CREDIT UNION has purchased Services, CU\*ANSWERS has no obligation to monitor CREDIT UNION's use of the Services. CU\*ANSWERS reserves the right to review CREDIT UNION's use of the Services and, if CREDIT UNION is in violation of the terms of this Section 9, to cancel the Services in its sole discretion. CU\*ANSWERS reserves the right to terminate CREDIT UNION's access to the Services at any time, without notice, for any reason whatsoever. Company and CREDIT UNION shall work to resolve issues giving rise to access termination within a commercially reasonable time, and if the issues are resolved as required by Company, access shall be reinstated.

CU\*ANSWERS reserves the right to terminate Services if CREDIT UNION's usage of the Services results in, or is the subject of, legal action or threatened legal action, against CU\*ANSWERS or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. CU\*ANSWERS may review every account for

excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Except as set forth below, CU\*ANSWERS may also cancel CREDIT UNION's use of the Services, after thirty (30) days, if the CREDIT UNION is using the Services, as determined by CU\*ANSWERS in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which CREDIT UNION conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way. Notwithstanding anything to the contrary herein, in the event CU\*ANSWERS cancels CREDIT UNION's Services during the first thirty (30) days after CREDIT UNION purchases the Services, the CREDIT UNION will receive a refund of any fees paid to CU\*ANSWERS in connection with the Services being canceled. In the event CU\*ANSWERS deletes CREDIT UNION's Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. CREDIT UNION agrees that the CREDIT UNION will not be entitled to a refund of any fees paid to CU\*ANSWERS if, for any reason, CU\*ANSWERS takes corrective action with respect to CREDIT UNION's improper or illegal use of its Services.

#### **10. No SPAM.**

CREDIT UNION agrees CU\*ANSWERS may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Credit Union Name

\_\_\_\_\_  
Credit Union CU\*BASE ID

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

**Pricing is free with ads for CU\*Answers,  
CU\*Northwest and CU\*South clients:**

- Free Board Site with advertising
- \$25/month to remove the ads

**Pricing for Credit Unions not with  
CU\*Answers, CU\*NorthWest or CU\*South:**

- \$25/month billing with advertising
- \$50/month billing with no advertising

*I, the undersigned, hereby represent and warrant I have authority to sign this Agreement on behalf of the credit union identified above.*

\_\_\_\_\_  
Authorization

Fax this signed order form to 616-285-7241, Attention CU\*ANSWERS Web Services.

**CU\*ANSWERS, INC.**

**CREDIT UNION**

\_\_\_\_\_  
**Randy Karnes**  
CEO

\_\_\_\_\_  
**Signature & title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**