

Estatement License Agreement

LICENSING AGREEMENT FOR ONLINE WEB SITE VIEWING OF ESTATEMENTS

The Estatement Web Site (the "Service") is an on-line Estatement viewing product provided by the Credit Union and its Licensor, DigitalMailer, Inc. ("The Credit Union").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. The Credit Union may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Password and Security. After the initial login, the Service will 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 The Credit Union at once.

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.

Charges. As a customer of the Service, you will not be charged by The Credit Union for receiving an Estatement electronically. As part of the Service, The Credit Union will provide a history of prior month's statements for you to review and print as needed (see The Credit Union'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 Credit Union, and other optional services.

EXCLUSION OF WARRANTIES. The Credit Union 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 Credit Union 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 Credit Union 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 Credit Union OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON The Credit Union, ITS LICENSORS OR SUPPLIERS, The Credit Union AND ITS LICENSORS OR SUPPLIERS TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction. THE FOREGOING SHALL

CONSTITUTE The Credit Union's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

Assignment. You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any future, directly or indirectly, affiliated company. The Credit Union 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 Virginia, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between The Credit Union 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.