

# ClickSWITCH Terms of Use

This Agreement sets forth the terms and conditions that apply to your access and use of the automatic transaction switching service provided by Southbridge Credit Union (SCU). By enrolling in or using this service, you agree to be bound by the terms and conditions of this Agreement and any future amendments as may occur from time to time (see “Modifications” below).

**1. Account Switch Service.** The Service is a personal finance management service that allows you to easily move your automatic transactions from accounts at other financial institutions to your accounts at SCU. The Service is provided to you by SCU without charge. By using the information, tools, software, features and functionality including content, updates and new releases (together the “Service”), you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the website) or you are an “Account Holder” (which means that you have registered with SCU). The term “you” or “User” refers to a Visitor or an Account Holder. The term “we” refers to SCU or our Partners.

**2. Privacy and your Personal Information.** For information about SCU’s data protection practices, please read SCU’s Privacy and Security Policy, which is hereby incorporated into this Agreement. This policy explains how SCU treats your personal information when you access the SCU product and use the Service. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the site.

**3. Description of the Service.** The Service is a personal finance information management service that allows you to easily move your account information from one financial institution account to another based on such information; the Service may also present information relating to third party products or services (“Third Party Offers”). The Service is provided to you by SCU without charge (it is free) and is meant as an aid to assist you in transferring your finances. It is not intended to provide legal, tax or financial advice.

**4. Account Information from Third Party Sites.** With the Service, you may direct SCU to retrieve your information maintained online by third-party financial institutions with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”). SCU works with one or more online financial service providers under contract to access this Account Information. SCU makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. SCU is not responsible for the products and services offered by or on third-party sites.

SCU cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. SCU cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Service, Account Information is only as fresh as the time shown, which reflects when the

information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

**5. SCU Offers and Third-Party Links.** Some parts of the Service may be supported by sponsored links from advertisers and display SCU offers that may be custom matched to you based on information stored in the Service, queries made through the Service or other information. We will always disclose when a particular SCU Offer is sponsored.

In connection with SCU Offers, the Service will provide links to other web sites belonging to SCU advertisers and other third parties. SCU does not endorse, warrant or guarantee the products or services available through the SCU Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored, and SCU is not an agent or broker or otherwise responsible for the activities or policies of those web sites. SCU does not guarantee that the loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or other third party are actually the terms that may be offered to you if you pursue the offer or that they are the best terms or lowest rates available in the market.

**6. Your Responsibilities.** You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with SCU. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

**7. Protecting Your Registration Information.** You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your LoginID and e-mail address, allows you to access the Service. That Login ID and password, together with any mobile number or other contact information you provide from your "Registration Information." It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify SCU immediately at the email address: – [info@sbgecu.org](mailto:info@sbgecu.org)

**8. Your Use of the Service.** Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Service for lawful purposes. Accurate records enable SCU to provide the Service to you. You must provide true, accurate, current and complete information about your accounts maintained at other web sites, as requested in our “add account” setup forms, and you may not misrepresent your Registration Information. In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected. Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that SCU, in its sole discretion, may elect to take.

From time to time, SCU may include new and/or updated pre-release features and trial use (“Sneak Preview” features) in the Service for your use and which permit you to provide feedback. You understand and agree that your use of Sneak Preview features is voluntary and SCU is not obligated to provide you with any Sneak Preview features. Furthermore, if you decide to use the Sneak Preview features you agree to abide by any rules or restrictions SCU may place on them. You understand that once you use the Sneak Preview features, you may be unable to revert back to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Sneak Preview feature back to the earlier version. The Sneak Preview features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Sneak Preview features is at your sole risk.

You agree that SCU may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant SCU a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to SCU in any way. SCU will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

**9. Use with Your Access Device.** Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. SCU MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

**10. Online Alerts.** SCU may from time to time provide automatic alerts and voluntary account-

related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts. Because alerts are not encrypted, we will never include your passcode. However, alerts may include your Login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your SCU account, such as a change in your Registration Information. SCU may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. SCU may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. SCU does its best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that SCU shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

**11. Data Protection.** SCU cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. SCU cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Service, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

**12. Disclaimer of Representations and Warranties.** THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. SCU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. SCU MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE (WHETHER OR NOT SPONSORED), AND

EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SCU MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

**13. Not a Financial Planner, Broker or Tax Advisor.** NEITHER SCU NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SCU IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

**14. Rights You Grant to SCU.** By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to SCU through the Service, you are licensing that content to SCU solely for the purpose of providing the Service. SCU may use and store the content, but only to provide the Service to you. By submitting this content to SCU, you represent that you are entitled to submit it to SCU for use for this purpose, without any obligation by SCU to pay any fees or other limitations. By using the Service, you expressly authorize SCU to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. SCU will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit SCU to use and store information submitted by you to the Service (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Service, you grant SCU a limited power of attorney, and appoint SCU as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SCU IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, SCU IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

**15. Intellectual Property Rights.** The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Service belong or are licensed to SCU or its software or content suppliers. SCU grants you the right to

view and use the Service subject to these terms. You may download or print a copy of information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

**16. Access and Interference.** You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without SCU's express written consent, which may be withheld in SCU's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

**17. Limitations on Liability.** SCU AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS, YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF SCU AND/OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SCU'S LIABILITY TO YOU, AND ITS LICENSOR'S LIABILITY TO YOU, FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

**18. Your Indemnification of SCU and its licensor(s).** You shall defend, indemnify and hold harmless SCU and its licensor(s), and each of their officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

**19. Modifications.** SCU may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the SCU site. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are

posted.

**20. Governing Law; Dispute Resolution.** This Agreement, and your relationship with SCU under this Agreement, shall be governed by the laws of the State of Minnesota without regard to its conflict or choice of law provisions. Any dispute with SCU, or its directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the small-claims court of the Superior Court of Minnesota, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case SCU may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, SCU is able to offer the Service at the terms designated, without charge to you, and that your assent to this provision is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with SCU, its licensor(s), or either of their officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement:

- YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

**21. Miscellaneous.** If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement. If SCU does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which SCU has the benefit of under any applicable law), this will not be taken to be a formal waiver of SCU's rights and that those rights or remedies will still be available to SCU. All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement. This Agreement represents the entire understanding and agreement between you and SCU regarding the subject matter of the same, and supersedes all other previous agreements.