

AUTHORIZED USER AGREEMENT

This Agreement contains the **Terms of Use** which you assent to by clicking "Accept" during the self registration process or each time you sign in with a user ID and password, and also contains terms, entitled as follows: Password-Protected Access; Authorization from Employer or Organization; and Exception to Non-Disclosure.

AUTHORIZATION FROM EMPLOYER OR CREDIT UNION

If you are an employee, agent, director, board committee member or other representative of a credit union or other organization in the credit union system, or if you are a member of any such entity and are using this site (the "Site") with such entity's authority and either a Credit Union ID number or Organization ID number, you certify that you have authorization from your employer or credit union or organization to use this Site, and that your employer or credit union or organization has explained the manner in which you may use the Site. You also certify that you will honour those guidelines within the boundaries of the law.

PASSWORD-PROTECTED ACCESS

If you are an employee, agent, director, board committee member or other representative of a credit union or other organization in the credit union system, or if you are a member of any such entity and are using this site (the "Site") with such entity's authority and either a Credit Union ID number or Organization ID number, you certify that you have authorization from your employer or credit union or organization to use this Site, and that your employer or credit union or organization has explained the manner in which you may use the Site. You also certify that you will honour those guidelines within the boundaries of the law.

THE INFORMATION ON THIS SITE

CUSOURCE Knowledge Network does not purport to offer a service of continuously updated time-sensitive information. Despite best efforts, CUSOURCE Credit Union Knowledge Network (CUSOURCE Knowledge Network) cannot guarantee that any time-sensitive information it posts on the Site is accurate and complete as of the time of posting.

NOT PROFESSIONAL ADVICE

The content on the Site is not intended to give legal, accounting, financial, or tax advice. For such advice, you must consult your own legal, accounting, financial, or tax advisors.

NOT A SOLICITATION TO DO BUSINESS

No information should be interpreted as constituting an offer by CUSOURCE Knowledge Network to do business based on that information.

NO ENDORSEMENT OF REFERENCES AND LINKS

While the Site may contain references or links to products or services of other parties, or to the sites of these parties, CUSOURCE Knowledge Network does not expressly or implicitly endorse or vouch for these parties or their products or services, and makes no assurances respecting their privacy policies. All references and links are for the user's convenience only.

PROTECTED CONTENT

Commercial content

You acknowledge that some of the Site's content may have commercial value and that disclosure of the content may cause a loss of that value or a loss of business opportunity to CUSOURCE Knowledge Network or another party. You agree that you will not disclose any content other than in a manner that CUSOURCE Knowledge Network may have expressly noted as permissible or, if you are an employee of a credit union or other organization in the credit union system, in a manner prescribed by your employer.

Copyright

The content of the Site is protected by copyright, which means you need permission to copy or download or reproduce or redistribute content. In the case of some of the content of the Site, CUSOURCE Knowledge Network has expressly granted this permission. Only then may you copy or download or reproduce or redistribute content. In all other cases, you may not.

Trademarks, etc.

Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of the Site may constitute trade names, trademarks or service marks belonging or licensed to CUSOURCE Knowledge Network. Unauthorized downloading, retransmission or other modification or copying of trademarks or contents of the Site may violate statutory law or the common law governing trademarks and/or copyrights and could subject you to legal action.

OTHER CONDUCT

In addition to accepting liability for violations noted above, you accept liability for any unauthorized or illegal act you may commit, including, but not limited to, defamation, theft or unauthorized use of information, misrepresentation or fraud, hacking or reverse engineering, and any violation of privacy and human rights laws. You agree to indemnify CUSOURCE Knowledge Network for any harm CUSOURCE Knowledge Network suffers as a result of such acts, including for the cost of defending any claim or the handling of any investigation.

PRIVACY AND MONITORING

CUSOURCE Knowledge Network is committed to protecting your personal information and has adopted, to that end, a privacy policy. While registration for courses and other paid content will require you to enter an Authorized User Agreement containing exceptions to non-disclosure of personal information, you can visit the public areas of the Site without providing any personal information about yourself. The Site collects only non-personal information based on a visitor's Internet Protocol (IP) address, which is not personally identifiable). Information collected includes the date and time of visit, the type of Internet browser used to access the Site, and the referring address (the link used to access the Site). This data is used to create statistics on site usage and to improve online services. To help us manage the Site, we set a cookie on your computer that expires when you close your Web browser. When you leave the Site to visit another site, the only information transferred to that site is the fact you came from our site. Transmission of a referring address allows another site to monitor its own internet traffic, but does not disclose any personal information about you. As e-mail is not a secure

mode of communication, we expressly discourage you from e-mailing us personal information. The use we make of information you do e-mail us will be limited to the purpose of dealing with your inquiry or request. You may contact us regarding our privacy practices at privacy@cucentral.com. You may also write to:

Privacy Officer
Credit Union Central of Canada
300 The East Mall
Toronto, ON M9B 6B7

EXCEPTION TO NON-DISCLOSURE

If you are an employee of a credit union or other organization in the credit union system, you acknowledge that your employer may have purchased from CUSOURCE Knowledge Network certain information-gathering services that will permit it to access data about your use of the Site, including your enrolment in courses and your performance in tests or assessments. You hereby consent to allow CUSOURCE Knowledge Network to make such disclosure. In addition, you acknowledge that CUSOURCE Knowledge Network cannot confirm whether your employer will in fact request or use such information, nor guarantee the accuracy of any data relating to your use or to your performance in any tests or assessments.

CUSOURCE IS NOT LIABLE TO YOU OR ANY RELATED OR THIRD PARTY FOR ANY LOSS, LIABILITY OR CLAIM (OTHER THAN IF CAUSED BY CUSOURCE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF:

- a. ANY SYSTEM FAILURE, MALFUNCTION, DELAY OR FAILURE TO PROVIDE ACCESS TO CONTENT ON THE SITE;
- b. ANY INTERRUPTION OF ACCESS;
- c. ANY INTERRUPTION OR MALFUNCTION OR FAILURE IN THE SERVICE YOU RECEIVE FROM AN INTERNET SERVICE PROVIDER;
- d. ANY INCOMPATIBILITY OF THE PROGRAMMING OF THE SITE AND PRESENTATION OF THE INFORMATION WITH ANY SOFTWARE OR COMPUTER EQUIPMENT YOU MAY NOW BE USING OR MAY ACQUIRE IN THE FUTURE;
- e. ANY VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES THAT MAY DAMAGE YOUR COMPUTER SYSTEM IN THE USE OF THIS SITE OR IN ANY E-MAIL CORRESPONDENCE WITH CUSOURCE.

CUSOURCE DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO THE OPERATION AND CONTENT OF THIS SITE AND YOU EXPRESSLY WAIVE THESE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, PERFORMANCE, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

GOVERNING LAW AND JURISDICTION

Any legal proceeding arising out of the use or misuse of this site is subject to the laws of the Province of Ontario and the applicable laws of Canada, and falls within the exclusive jurisdiction of the courts and tribunals of Ontario.

CONTENTS

CUSOURCE Knowledge Network reserves the right to change the contents of these terms, including its privacy practices, at any time without notice. You must review these terms periodically. Your continued use of this site will tell CUSOURCE Knowledge Network that you have agreed to the changes.