

Terms of Use

By accessing our website, you agree to the following terms and conditions:

1. **Intellectual Property:** All content on our website, including but not limited to text, graphics, logos, images, and software, is owned by American Mutual Share Insurance Corporation or its affiliates (collectively, “we”, “us” or “our”) or our licensors and is protected by United States and international copyright laws. You may not use our content without our prior written consent.
2. **Use of the Website:** You may use our website for lawful purposes only. You agree not to use our website in any way that could damage, disable, overburden, or impair our servers or networks, or interfere with any other user’s use and enjoyment of the website.
3. **Services:** We are a 501(c)(5) not for profit organization established under Ohio Revised Code Chapter 1761 to provide a share insurance fund protecting credit unions and their members and offer excess share insurance (“Services”). Our Services are intended for, and only available to, our participating credit union members in the United States. To become a participating credit union member, you must meet the membership requirements and be approved in our sole discretion. MEMBERS’ ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY. Use of our CU Data Bank and related services available to policyholders through portions of the website are subject to registration and additional terms and conditions. We do not endorse any third-party products or services that may be advertised on our website, and we are not responsible for any losses or damages that may result from the use of such third-party products or services.
4. **Disclaimer of Warranties:** Our website is provided on an "as is" and "as available" basis without any representations or warranties, express or implied. We do not warrant that the content on our website is accurate, complete, reliable, or up-to-date.
 - 4.1 **No Guarantee of Coverage:** We cannot guarantee that any insurance policy or coverage will be provided to you, and we reserve the right to decline any application for insurance or coverage.
 - 4.2 **Not Legal or Financial Advice:** The information provided on our website is not intended to be legal or financial advice, and should not be relied upon as such. We recommend that you consult with a qualified legal or financial professional before making any decisions related to insurance coverage.



4.3 Policy Limitations and Exclusions: All insurance policies have limitations and exclusions, and it is important to read the policy carefully to understand what is covered and what is not covered. We are not responsible for any losses or damages that may result from a failure to understand or comply with policy limitations and exclusions.

4.4 Links to Third Party Sites: We provide links to third party website's and/or content which we do not own or control. These links are provided for convenience and we disclaim any representation or warranty, express or implied, regarding the same.

4.5 Changes to Policy Terms: We reserve the right to change the terms and conditions of any insurance policy or coverage at any time, and such changes may affect your coverage.

5. Limitation of Liability: We will not be liable for any damages, including but not limited to direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of our website or the inability to use our website, even if we have been advised of the possibility of such damages.

6. Indemnification: You agree to indemnify and hold us harmless from any and all claims, liabilities, damages, and expenses, including attorneys' fees, arising out of or in connection with your use of our website.

7. Governing Law: These terms of use will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law.

8. Modification of Terms: We reserve the right to modify these terms of use at any time. Your continued use of our website after any such modification constitutes your acceptance of the modified terms.

9. Anti-Money Laundering (AML) Compliance: We are committed to complying with all applicable AML laws and regulations, including the Bank Secrecy Act (BSA) and the USA PATRIOT Act. We may collect information from you for AML compliance purposes, and we reserve the right to take any necessary action to comply with AML laws and regulations.

10. State Specific Additional Terms.

10.1 Limitation of Liability under California Law: Under California law, our liability for damages may be limited to the extent permitted by law. In no event shall our liability exceed \$100;

10.2 Under Texas law, our liability for damages may be limited to the extent permitted by law. To the extent permitted by law, we exclude all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose;

10.3 Under Massachusetts law, we will not be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses.

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