

E-Board Terms of Service

Effective Date: June 13, 2008

1. Acceptance of Terms

- By accessing or using the Service, the Organization consents to be bound by these Terms of Service. Monetary System may update or modify these terms at any time without prior notice. Continued use of the Service constitutes acceptance of any changes. The current version of the Terms is always available at: <http://www.e-board.com/terms.pdf>

2. Account Use

- • The Organization may create user accounts (“Users”) in accordance with the number of licenses purchased.
- • Users must maintain the confidentiality of their login credentials. The Organization is fully responsible for all activity under its account.
- • The Service must not be used for any illegal or unauthorized purposes.

3. Payments and Fees

- • Annual subscription fees are billed in advance and are non-refundable.
- • No credits or refunds will be issued for unused time, downgrades, or partial use.
- • Downgrading the Service may result in loss of content or functionality.
- • It is understood and agreed that no monetary fees or charges apply to First Monetary members. At the discretion of Rex Wyon Services, such fees may also be waived for other non-member community banks.

4. Cancellation and Termination

- • To cancel, the Organization must submit a written request on official letterhead. Email or phone requests are not valid.
- • Upon cancellation, all account data is deleted and cannot be recovered.
- • Monetary System reserves the right to suspend or terminate accounts at its discretion.

5. Service Modifications and Pricing

- • Monetary System may modify or discontinue any aspect of the Service at any time.
- • Subscription pricing is subject to change with at least 30 days’ notice.
- • Notice may be provided via the E-Board News Admin page and/or by email to the Organization’s primary contact.

6. Content Ownership

- • The Organization retains ownership of content it uploads to the platform.
- • Monetary System may remove content that violates these terms or applicable laws.
- • Replication or reuse of E-Board’s HTML, CSS, or interface design is prohibited without written permission.

7. Confidentiality Agreement

- Both parties agree to safeguard confidential technical and business information and not to disclose such information to third parties without written consent.

8. General Conditions

- • The Service is provided “as is” and “as available.”
- • Support is available only to paying subscribers during standard business hours (Eastern Time).
- • The Service relies on third-party providers for infrastructure; occasional maintenance downtime is expected.
- • The Organization agrees not to disrupt the Service or impersonate the platform.
- • Abuse of the Service, including threats or offensive content, will result in immediate termination.
- • Use of the Service may involve unencrypted data transmission over networks. SSL is available for secure connections but not guaranteed on all transmissions.
- • Spam, viruses, and excessive bandwidth use (over 1000MB/month) are prohibited.
- • Monetary System is not liable for any direct or indirect damages resulting from use of the Service.
- • The Organization is responsible for all necessary technology and internet access to use the Service.

9. Legal

- Failure to enforce any provision of these Terms does not constitute a waiver. These Terms constitute the full agreement between the Organization and Monetary System and override any prior versions.
- Contact: Questions can be directed to support@monetarysystem.com

Supplemental Terms and Clarifications

Security Practices

- Monetary System takes commercially reasonable measures to secure access to the Service, including authentication protocols, firewall protections, and periodic system monitoring. However, the Organization acknowledges that no online service is entirely secure, and use of the Service is at its own risk.

Breach and Unauthorized Access

- The Organization is solely responsible for maintaining the confidentiality of its credentials and account activity. Monetary System shall not be liable for unauthorized access, data loss, or content misuse unless directly caused by its gross negligence or willful misconduct.

Confidential Information – Exclusions

- Confidential Information shall not include information that (i) is or becomes publicly available without breach, (ii) was known prior to disclosure, (iii) is independently developed, or (iv) is required to be disclosed by law or regulation.

Data Ownership and Retrieval

- Upon written request within 30 days of termination, Monetary System will make reasonable efforts to provide the Organization with a copy of its stored content in a commonly accessible format. After this period, content may be permanently deleted.

Limitation of Liability

- To the fullest extent permitted by law, neither party shall be liable for indirect, incidental, special, or consequential damages. In no event shall Monetary System's aggregate liability exceed the total fees paid by the Organization in the twelve months preceding the event giving rise to the claim.

Termination Rights

- Either party may terminate the agreement with written notice. Monetary System may suspend or terminate access at its discretion for violations of these Terms or for any reason that threatens system integrity or security.