

mychektoday.com Terms of Use

Welcome

These Terms of Use (“**TOU**”) govern your use of mychektoday.com accessed at www.mychektoday.com (“**Website**”). **This TOU is revised periodically, and it may include changes from earlier versions. By using the Website, you agree to the most recent version of this TOU.**

Privacy & security

Protecting your privacy is important to us. Please visit our online Privacy page for more information on our commitment to privacy and online security.

[Monitoring and recording communications](#)

We may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. This monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

[Protecting your Log-in Credentials](#)

You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your session is complete to prevent unauthorized persons from accessing the Website. You acknowledge and agree that you shall be responsible for any actions taken by any person or entity to whom you provided your Log-in Credentials or who otherwise access the Website using your Log-in Credentials.

Contact us at 844-532-0708 if:

- You would like to disable or revoke your password; or
- You believe that your password or other means to access the Website has been lost or stolen; or
- You believe that someone may attempt to use the Website without your consent.

[Security of checks](#)

You are responsible for keeping any check stock safe and secure. You should report lost or stolen checks to us immediately by calling 844-532-0708. We are not responsible for any losses, fees or other damage resulting from use of lost or stolen checks if not reported to us in a timely manner.

Check Services

[Check authorization](#)

Checks must be authorized by calling 844-532-0708 or visit to www.mychektoday.com on the Authorize Check page. Follow the prompts provided to authorize your check. Checks must be payable to you for the amount designated by the payor. Checks that are not properly authorized will not be paid. We are not responsible for any losses, fees or other damage resulting from use of improperly authorized checks, improper or incomplete information on a check, failure to make the check payable to you, or attempt to use an amount other than the designated amount or any other violation of these terms or the terms provided with the check(s).

[Authorization history](#)

To view your check authorization history, visit www.mychektoday.com and navigate to the Processed Checks page.

[Transaction history](#)

Checks that have been cashed, stopped or voided may be viewed on the Processed Checks page at www.mychektoday.com.

[Order checks](#)

With ChekToday, you can place your order below for 3 or 6 checks to be mailed to the address saved on file at www.mychektoday.com on the Order ChekToday page.

General terms

[Intellectual property](#)

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, forms, data, images, video, and audio, and the design, selection, and arrangement thereof), is the exclusive property of U.S. Bank, its licensors, or other Providers of such materials and are protected by copyrights, trademark, patent, trade secret, and other intellectual property or proprietary rights. These TOU permit you to use the

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No warranties

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IN THE EVENT OF A SYSTEM FAILURE OR INTERRUPTION, YOUR DATA MAY BE LOST OR DESTROYED. YOU ASSUME THE RISK OF LOSS OF YOUR DATA DURING ANY SYSTEM FAILURE OR INTERRUPTION.

Limitation of liability; indemnification

IN NO EVENT WILL WE OR ANY SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER CAUSED BY OR RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE; (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO YOUR INFORMATION; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE WEBSITE, OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES) ARISING FROM (1) A THIRD-PARTY CLAIM, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO OR THROUGH THE WEBSITE; (2) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THIS TOU BY YOU; (3) ANY THIRD-PARTY CLAIM, ACTION OR ALLEGATIONS BROUGHT AGAINST US ARISING OUT OF OR RELATING TO A DISPUTE WITH YOU OVER THE TERMS AND CONDITIONS OF AN AGREEMENT, RELATED TO THE PURCHASE OF SALE OF ANY GOODS OR SERVICES, OR OBLIGATIONS BETWEEN YOU AND THE PAYOR; (4) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (5) USE OF THE WEBSITE BY ANY THIRD PARTY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

Delay or suspension of service

Without limiting any other provision of this TOU, if we or any other Service Provider reasonably believes that your conduct in using the Website constitutes a "**Threatening Condition**" (including but not limited to, violation of this TOU, violation of any applicable laws, rules, regulations, or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the Website without notice.

Term and termination

We may terminate all or part of this TOU and your use of the Website for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the Website upon our request.

You may voluntarily terminate your use of the Website and withdraw your consent to this TOU by emailing us at **support@usbank.com**. If you terminate your access and/or withdraw your consent to this TOU, you will no longer have access to the Website.

All applicable provisions of this TOU shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

[Complete agreement](#)

This TOU represents the sole and exclusive agreement between you and us regarding the Website and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

[Intended use](#)

The Website, and the products and services described, are intended for people that are at least 18 years old or otherwise able to lawfully enter into contracts under applicable law. Nothing on the Website is intended for persons under the age of thirteen.

Use of the Website is subject to all applicable federal, state, and local laws and regulations. You agree not to use the Website to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound.

[Links to other internet sites and third-party services](#)

The Website may contain links to other websites, merchandise, and services provided, owned or operated by third parties; these links do not imply our endorsement or approval of material on any third-party website. The linked websites are not under our control and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third-party websites. The privacy policies of third-party websites may provide less security than our websites, so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third-party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third-party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.

[Using the Website from outside the United States](#)

The Website may not be available in all countries and you understand that the use of the Website is intended for users located in the United States.

We do not make any representations that any content or use of the Website is appropriate or available for use in locations outside of the United States, and accessing the Website from territories where any content or use of such service is illegal, is prohibited. **If you choose to access the Website from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.**

[Waiver](#)

We will not be deemed to have waived any of our rights or remedies with regard to this TOU unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

[Changes in Terms of Use](#)

We reserve the right to modify this TOU at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. **By continuing to access the Website you agree to the most recent version of this TOU.**

[Assignment](#)

You may not assign this TOU to any other party. We may assign this TOU or delegate or transfer any or all our rights and responsibilities under the TOU to any Service Provider.

[Severability and governing law](#)

If any provision of this TOU is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

This TOU is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

Definitions

The following definitions apply in this TOU:

The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association**, our Service Providers, and respective affiliates, successors, and assigns.

The words “**you**” and “**your**” means the person or persons that use the Website.

“**Log-in Credentials**” means your personal ID, password, and any other unique biometric attribute (such as facial recognition or fingerprint) used to access the Website.

“**Service Providers**” means any third party that we have engaged to provide equipment, or other services in connection with the Website. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this TOU to delegate to Service Providers all of the rights and performance obligations that we have under this TOU, and that the Service Providers will be third party beneficiaries of this TOU and will be entitled to all the rights and protections that this TOU provides to us.

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