

# HENRICO FEDERAL CREDIT UNION

## MOBILE BANKING AND MOBILE DEPOSIT TERMS AND CONDITIONS AGREEMENT

**1. GENERAL.** This Mobile Banking and Mobile Deposit Terms and Conditions Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Henrico Federal Credit Union (the "Credit Union") Mobile Banking Service and Mobile Deposit Service (the "Mobile Services").

In this Agreement, the words "you", "your" and "yours" mean those who request and use the Mobile Services, any joint owners of accounts accessed under this Agreement, or any authorized users of these Mobile Services. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more accounts you have with the Credit Union. By requesting and using any of the Mobile Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any subsequent amendments.

**2. ACCOUNT ACCESS.** If we approve your application for any of the Mobile Services, you may use your personal mobile device to access your accounts. You must use your Login ID along with your password to access your accounts. Mobile Services are accessible seven (7) days a week and twenty-four (24) hours per day; however, you may experience short intervals of downtime due to system maintenance.

**3. SECURITY OF ACCESS CODE.** The personal identification number (PIN) or Password issued to you (or one that you may create) is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we reserve the right to terminate access to any one or all of the Mobile Services immediately.

**4. DATA RECORDING.** When you access any of the Mobile Services to conduct transactions, the information you enter may be recorded. By using the Mobile Services, you consent to such a recording.

**5. STOP PAYMENT.** You acknowledge and agree that you may not stop payment of account transfers initiated through your use of the Mobile Services.

**6. ADDITIONAL SERVICES.** We may introduce new Mobile Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using these Services when they become available, you agree that they will be governed by this Agreement as well as any additional terms, conditions, and disclosures we may provide to you.

**7. AMENDMENTS TO THIS AGREEMENT.** We reserve the right to amend this Agreement and to change the terms and conditions governing our Services at any time subject to such notice as may be required by applicable law. Your use of the Mobile Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the Mobile Services is subject to existing regulations governing your accounts and any future changes to those regulations.

**8. SERVICE LIMITATIONS.** Transactions involving your deposit accounts will be subject to the terms of your account agreement. Transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable. You may use the Mobile Services to (a) transfer funds between your accounts; (b) obtain account balances; and (c) obtain history and transaction information on your accounts. These features are limited to the extent, and subject to the terms, noted below. We may set other limits on the amount of any transaction, and you will be notified of those limits.

The following limitations on Mobile Services transactions may apply:

- Transfers. Your ability to transfer funds between certain accounts is limited by federal law and your account agreements. You should refer to the *Membership and Account Agreement* for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Mobile Banking Service is counted against your permissible number of transfers described in the *Membership and Account Agreement*. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

- **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our *Funds Availability Policy Disclosure*.
- **E-Mail.** The Credit Union may not immediately receive E-Mail communications that you send and the Credit Union will not take action based on E-Mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, you may call the Credit Union during normal business hours at (804) 266-0290.

Refer to your *Membership and Account Agreement*, *Funds Availability Policy Disclosure*, *Electronic Fund Transfers Agreement and Disclosure* and *Rate & Fee Schedules* for further details.

**9. MOBILE BANKING SERVICE.** Use of the Mobile Banking Service is subject to approval by the Credit Union. If you are approved for the Mobile Banking Service, you agree that your use of the Mobile Banking Service is subject to the following terms, conditions and disclosures. By accessing or using the Mobile Banking Service, you agree to be bound by the terms and conditions below. Please read this section carefully before accessing or using the Mobile Banking Service.

- General.** Access to the Mobile Banking Service via your mobile device is powered by the proprietary mobile technology solution owned by FIS Mobile, Inc. (the "Licensor"). The Licensor is not the provider of any of the services available to you through the Software (defined in this section), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software. Such materials, information, products and services are made available to you by your Service Provider.
- Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.
- License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your Service Provider's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.
- Text Messages.** Text messaging services are provided by your Service Provider and not by any other third party. You and your Service Provider are solely responsible for the content transmitted through text messages sent between you and your Service Provider. You must provide source indication in any text messages you send (e.g. mobile telephone number, From field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
- Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including, but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
- U.S. Government Restricted Rights.** The Product is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS [227.7202](#) (Commercial computer

software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the U.S., its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**10. MOBILE DEPOSIT SERVICE.** Use of the Mobile Deposit Service is subject to approval by the Credit Union. If you are approved for the Mobile Deposit Service, you agree that your use of the Mobile Deposit Service is subject to the following terms, conditions and disclosures. By accessing or using the Mobile Deposit Service, you agree to be bound by the terms and conditions below. Please read this section carefully before accessing or using the Mobile Deposit Service.

- a. Description of Application.** (i) The Mobile Deposit Service is a personal financial information management service that allows you to transmit and deposit checks through use of the application provided by us using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control. (ii) We reserve the right to modify the scope of the Mobile Deposit Service at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Service may not be accessible or may have limited utility over some networks, such as while roaming.
- b. License and Restrictions.** (i) Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, nonpublicsable, nonassignable, nontransferable, nonresellable license and right to use the Application for the sole purpose of your use of the Mobile Deposit Service. (ii) You acknowledge and agree that any and all intellectual property rights (the "IP Rights") in the Service and the Application are and shall remain the exclusive property of us. Nothing in this Agreement intends to or shall transfer any IP Rights, or to vest any IP Rights in, to you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. (iii) You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof without our prior written consent. (iv) You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us. (v) We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application. (vi) We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion. (vii) You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including your location, device-based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Service. This license shall survive termination of this Agreement for such period as necessary for us to provide the Service, comply with the law, or comply with internal guidelines or procedures.
- c. Compliance and Indemnification.** You agree to use the Mobile Deposit Service for lawful purposes only and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. You agree to defend, indemnify and hold us harmless, along with our directors, officers, employees, shareholders, agents or any of our third party service providers, from and against all liabilities, losses, costs, expenses (including reasonable attorney fees), and damages resulting from (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, agents, and licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.
- d. Warranties and Representations.** You make the following warranties and representations with respect to each image of an original check you transmit utilizing the Application:
  - 1) You will use Mobile Deposit only to transmit eligible checks.

- 2) Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.
- 3) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 4) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate. Check images will meet quality standards.
- 5) You will not use Mobile Deposit to transmit duplicate items.
- 6) You will not deposit, re-present or otherwise endorse to a third party the original item once it has been submitted for deposit via Mobile Deposit.
- 7) Other than the digital image of an original check that you remotely deposit through the Application, there are no other duplicate images of the original check.
- 8) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 9) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 10) All information you provide to the Credit Union remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
- 11) You have not knowingly failed to communicate any material information to us.
- 12) You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment.
- 13) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- 14) In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error.

**e. Rules, Laws and Regulations.** You agree to abide by and comply with all local, state, and federal rules, laws and regulations.

**f. Service and Funds Availability.** Once approved for the Mobile Deposit Service, you may use the Service to deposit checks into your account(s) with the Credit Union, subject to the terms of this Agreement. The services are subject to transaction limitations, the *Funds Availability Policy Disclosure*, and the *Membership & Account Agreement* which govern the use of your account. We are notifying you in advance that deposits made by the Mobile Deposit Service are not subject to the funds availability requirements under Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. Funds from any check deposited via Mobile Deposit will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we, at our sole discretion, deem relevant, including, but not limited to, your account history with the Credit Union and your creditworthiness.

Mobile Deposit allows you to make check deposits, up to \$1,000 daily (5 aggregate items maximum) or \$2,500 (15 aggregate items maximum) in a rolling 30-calendar day period to your Credit Union savings and/or checking accounts from remote locations by capturing an image of both sides of checks and delivering the check images and associated deposit information to the Credit Union or its designated third party service provider. Other deposit limits may be available based on your individual relationship with the Credit Union.

**g. Returned Deposits.** Any credit to your account using Mobile Deposit is provisional. In the event any item that you transmit for mobile deposit that is credited to your account is dishonored, rejected or otherwise returned as unpaid for any reason, you authorize us to debit the amount of such item from your account. You are responsible for any

loss or overdraft plus any applicable fees to your Account due to an item being returned. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. We may also provisionally freeze or hold aside a like dollar amount in the applicable account pending investigation and resolution of the claim.

- h. Member Eligibility.** You understand that you must be a Credit Union member in good standing, and meet other pre-determined qualifying factors to qualify for the Service, such as have a membership account opened for 30 days or more, have a current address on file and also use the Credit Union's Internet Banking and Mobile Banking Services. You will not be eligible for this Service if you have a delinquent loan or more than (or equal to) 6 insufficient funds (NSFs) in a calendar year. You agree to notify us immediately if you change your email address, as this is the email address where we will send receipt notifications. Eligibility for the Mobile Deposit Service will be determined daily.
- i. Access.** To use the Mobile Deposit Service, you must have a compatible mobile device (such as an Android or Apple device) capable of capturing an image of the front and back of each check to be deposited and access to telecommunication services necessary for the Service. Application upgrades may be required from time-to-time for continued use of the Service.
- j. Equipment or System Failure.** The Credit Union is not responsible for any technical difficulties you experience when attempting to use Mobile Deposit. You agree and understand that Mobile Deposit may at times be temporarily unavailable due to system maintenance and technical difficulties including those of the Internet. In the event that Mobile Deposit is not available, you acknowledge that you can deposit an original check at one of our Credit Union branch locations, a shared branch location (if enrolled), or by mailing the original check to the Credit Union. It is your sole responsibility to verify that items deposited using Mobile Deposit have been received and accepted for deposit.
- k. Hours of Access.** Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction. Transmission deadlines and funds availability terms and conditions apply.
- l. Authorized Users.** The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Service using valid member and user login IDs and passwords, including such persons who may not be signers on member's account. Except as otherwise provided by law, you will indemnify the Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Service. You agree to provide each authorized user a copy of these terms in connection with their use of the Service. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the Service without prior notice if we are unable to confirm any person's authority to access the Service or if we believe such action is necessary for security reasons.
- m. Use of the Mobile Deposit Service.** As a condition to using the Service, you agree that you are solely responsible for the use of the Service and that you will use the Service in accordance with this Agreement. You agree not to attempt to circumvent the security features of the Service or the system or make any improper or unauthorized transfer of funds from accounts via the Service or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the Service as well as accessing or using the system or the Service in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the services or the system by you or your authorized users.

You are prohibited from using the Service for any activity that:

- 1) Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
- 2) Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- 3) Directly or indirectly related to the use of the Service that is illegal or fraudulent.

- n. **Check Retention Period.** When you make a successful mobile deposit, you will be notified by an Application message and subsequent email notification. You agree that you will preserve the originals of all checks processed through the Service pursuant to this Agreement for fifteen (15) calendar days after the day of deposit ("Retention Period"). After you receive a "Deposit Approved Notification" message, write "HFCU Mobile Deposit" on the front of the original check. After 15 calendar days, you may shred or otherwise destroy the original check. You will be fully responsible for the proper destruction of the original check after the retention period has expired. The risk of loss due to the unavailability of the original or copy of a check for any reason during the retention period shall be exclusively on the member.
- o. **Member Representations and Warranties.** You represent and warrant that all checks transmitted through the use of the Service are made payable to you, all signatures and endorsements on each check are authentic and authorized, and each check has not been altered. You agree that you will not deposit checks that you suspect (or should have known to suspect) would not be paid by the institution on which it is drawn.

Only the following items are eligible for remote deposit: (1) checks drawn on U.S. financial institutions in U.S. dollars, (2) checks drawn on the United States Treasury, or (3) checks drawn on any state or local government of the United States.

- p. **Prohibited Checks.** You agree that checks deposited through the use of the Service will **not**:
- be payable to any person or entity other than you;
  - be payable in currency other than U.S. dollars;
  - be prohibited by, or received in violation of, any law, rule or regulation;
  - be by someone who is listed on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List;
  - be known or suspected (or should have known or suspected) as fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
  - have been previously cashed or deposited;
  - have been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
  - have been remotely created;
  - be post-dated or more than six (6) months old;
  - be payable to cash;
  - be a check drawn from your own checking account at the Credit Union;
  - be irregular in any way; or
  - be drawn on financial institutions that are located outside the U.S.
- q. **Endorsement of Checks.** You agree to properly endorse each check prior to submitting such check through the use of the Service. Checks must be payable to you and endorsed by you with the restrictive legend, "Mobile Deposit Only to XXXXX on mm/dd/yy," (where XXXXX represents your member number and account suffix, i.e. 12345 S1, and mm/dd/yy is the date of your deposit).
- r. **Adjustments.** The check image transmitted via Mobile Deposit must be legible and compliant with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. Any image of a check that you transmit using the Service must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are to correct mistakes in the value of items deposited, mistakes in encoding, or for missing or illegible image items.
- s. **Verification of Checks.** Items deposited using the Mobile Deposit Service are subject to our verification and final inspection process; however, we are under no obligation to inspect or verify any image item to determine accuracy, legibility or quality of the image item, or for any other purpose. We may, at our sole discretion, refuse to accept any item presented for deposit. We may notify you if we do this; however, we will have no liability to you for declining to accept items presented for deposit.
- t. **Periodic Statement.** We will send you a periodic statement reflecting the activity on your account. It is your responsibility to exercise reasonable care and promptness in the examination of the statement to discover any errors, unauthorized transactions or alterations on any items deposited to your account. You agree to notify us of any errors with respect to mobile deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.

- u. Suspension of Service.** We may immediately suspend Service or the processing of any check if we have reason to believe that there has been a breach in the security of the Service or system, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of check images.
- v. Termination.** We may terminate or change the terms of the Mobile Deposit Service at any time, including but not limited to the categories of checks we will accept for deposit or endorsement requirements, with or without notice to you.

This Agreement and your use of the Service and Application may be immediately terminated if you use of the Application in a manner that violates any term of this Agreement or any other applicable agreement between you and us. Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

We may hold and use funds in any deposit account of yours following termination of this Agreement and the Service for such time as we reasonably determine to be necessary for us to be assured that no check image processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights we may have with respect to your accounts. Without limitation, you recognize that under the UCC, Regulation CC and the rules of any image exchange network, our representations and warranties to others with regards to image items and substitute checks may expose the Credit Union to claims for several years following processing of any particular image item or substitute check.

- w. Confidentiality.** You acknowledge that we will disclose information to third parties about your account or the image items you deposit (a) to enable your access to the Service, (b) when it is necessary for completing deposits, and (c) as required by law.

**11. GOVERNING LAW.** This Agreement shall be construed in accordance with Virginia law and the laws of the United States of America. The Credit Union and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Henrico County, Virginia.

**12. SEVERABILITY.** If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**13. ACCEPTANCE.** Your use of the Mobile Services constitutes your acceptance of this Agreement. The Credit Union reserves the right to change the terms for the Mobile Services described in this Agreement with or without prior written notification to you, as allowed by law. Your continued use of the Mobile Services will indicate your acceptance of the revised Agreement.

**14. LEGAL COMPLIANCE AND EXPORT RESTRICTIONS.** (a) You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

**15. WARRANTY DISCLAIMER.** (a) THE CREDIT UNION CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICES. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION. (b) WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK, WHICH YOU UTILIZE TO ACCESS THE APPLICATION OR USE SERVICE. (c) YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION. (d) THE SERVICES AND APPLICATION PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY

RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND LICENSED APPLICATION SHALL BE BORNE SOLELY BY YOU. (e) THERE IS NO WARRANTY THAT THE SERVICES AND APPLICATION WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES AND APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICES AND LICENSED APPLICATION. (f) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. (g) SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

**16. LIMITATION OF LIABILITY.** (a) IN NO EVENT SHALL THE CREDIT UNION BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE GREATER OF FIVE HUNDRED DOLLARS OR THE TOTAL AMOUNT PAID, IF ANY, BY YOU FOR THE LICENSED APPLICATION AND ANY MONTHLY FEES CHARGED TO YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**17. GENERAL INFORMATION.** (a) If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties original intent, and the remaining portions shall remain in full force and effect. (b) The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. (c) You agree not to transfer or assign this Agreement or any of your rights under this Agreement. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives. (d) The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason. (e) The section titles in this Agreement are for convenience only and have no legal or contractual effect.

You agree to accept this disclosure online rather than in paper form. We recommend you print the entire Agreement for your records. If you are unable to print this disclosure, you may contact the Credit Union to request that a paper disclosure be mailed to you.