

# AMERICAN EAGLE FINANCIAL CREDIT UNION, Inc. Online Services and Deposit Capture Agreement

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## PART I. DEFINITIONS

For purposes of all Parts of the Online Services and Deposit Capture Agreement, the following definitions apply: **Account** means any savings account, checking account, and any other account you have with AEFCU. **AEFCU, we, us, our,** and **Credit Union** mean American Eagle Financial Credit Union. **Business Day** means Monday through Friday from 8:30 a.m. to 4:30 p.m. (Eastern Time), except for federal and state holidays. **Member** means an individual signer on an AEFCU membership account. **Online Services and Deposit Capture Agreement** means the provisions of Parts I, II and III of this document. **You, your,** and **yours** refers to the Member or anyone who applies for, whether by signing and submitting an application (either electronically or otherwise), or uses the services described. There may be definitions that apply only to certain services. These definitions may be found in the individual service agreements set forth in Part II below.

## PART II. SERVICES AGREEMENTS

### A. Online Banking and Bill Pay Agreement

**1. Definitions.** **Online Services Agreement** as used in this Part II.A refers to the terms and provisions set forth in this Part II.A and Part III (as applicable in the case of Part III) of the Online Services and Deposit Capture Agreement. **Member Terms** means the documents entitled "Member Account Information" and "Business Account Agreement," which were provided to you at the time you established membership with AEFCU or at the time you opened a deposit account with AEFCU. **Online Accounts** means any designated deposit Accounts with which you may use your Password. **Online Banking and Bill Payment** means the AEFCU services that you may access using a personal computer and your Password (if AEFCU approves your application) from one or more secure web pages accessible through AEFCU. **Password** means your Online Banking and Bill Payment user log-in and password. **Site** means one or more secure web pages accessible through AEFCU. Other capitalized terms used in this Part II.A have the meaning given to them in the Member Terms, unless the context requires otherwise.

**2. General Agreement.** ONLINE BANKING and BILL PAYMENT services are provided to our eligible authorized Members and may not be used by anyone other than our eligible authorized Members. If you use your Password, you are bound by this Online Services Agreement and the other applicable provisions of the Online Services and Deposit Capture Agreement, each as amended from time to time. Your use of your Account is also governed by the Member Terms and any other agreements and disclosures relevant to your Account. For example, the provisions in the "Electronic Fund Transfers — Your Rights and Responsibilities" section of the document entitled "Member Account Information" concerning Fees, periodic Account statements, confidentiality, unauthorized transfers, and error resolution, apply to ONLINE BANKING and BILL PAYMENT. As another example, provisions in the "Agreement for ATM and POS Services" section of the document entitled "Business Account Agreement" concerning security procedures, liability, limitations on transfers, notification of transfers, our liability for failure to make transfers, overdrafts, and attorney's fees, apply to ONLINE BANKING and BILL PAYMENT. For purposes of the "Electronic Fund Transfers — Your Rights and Responsibilities" section of the document entitled "Member Account Information", and for purposes of the "Agreement for ATM and POS Services" section of the document entitled "Business Account Agreement", funds transfers from your Accounts that are requested through our Site using ONLINE BANKING and BILL PAYMENT are a type of electronic fund transfer (EFT), and your password is a type of EFT code or PIN

For an extra copy of the Member Terms, please call 800-842-0145, x 5101 to request a copy or visit our Website at <https://www.americaneagle.org/Documents/Disclosure-Info/3516309-2479929-AIBTIS.aspx>.

**a)** In this Online Services Agreement, the Member Terms, and any other agreements and disclosures relevant to your Account, if any term, condition, or provision requires or permits you to write us or to give us certain notices or requests in writing, those written notices or requests must be sent by postal mail or hand delivered to us as set forth in greater detail in this Agreement or in the Member Terms (or any other applicable agreements or disclosures). No e-mail sent to us will be considered a written notice, request, or communication except to the extent specifically provided to the contrary in this Online Services Agreement.

**b)** We may terminate your access to and use of some or all of the transactions available through ONLINE BANKING and BILL PAYMENT without advance notice to you. You will be liable for any charges or penalties incurred while using ONLINE BANKING and BILL PAYMENT, until paid, even if you or the Credit Union cancels this Online Services Agreement or your access to any service described in this Online Services Agreement as well as Section 22 below

**c) System Requirements:** In order to use the ONLINE BANKING and BILL PAYMENT service, you agree that you must provide or obtain access to the following:

- i. A computer and modem or other device capable of accessing the Internet.
- ii. An active "Internet Service Provider" and an e-mail address.
- iii. A Web Browser that supports 128-bit SSL encryption and that has "cookies" enabled.
- iv. Either a printer or sufficient electronic storage space to print or download agreements and disclosures (including this Online Services Agreement and any notice or disclosure we send to you concerning any change to this Online Services Agreement, and any confirmation, notice, or other information provided or made available to you electronically on or through the Site).
- v. We may make information available to you electronically on or through the Site in HTML and Portable Document Format (PDF). To access information in PDF, you will need access to Adobe® (Acrobat®) Reader® or Apple Inc.'s Preview software or other Portable Document Format (PDF)-compatible software. Adobe, Acrobat and Reader are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

**3. Joint Ownership.** If the Account is a Joint Account, obligations and charges binding on any one of you under the terms of this Online Services Agreement will be fully binding on each of you, and each of you will be jointly and severally liable for the use of ONLINE BANKING and BILL PAYMENT.

If more than one person is authorized to withdraw and transfer funds from the Account, we may terminate the privilege of using ONLINE BANKING and BILL PAYMENT or take other action upon the written request of one of you, without prior or subsequent notice to or approval by the other.

#### 4. Types of Transactions Available Through Online Banking and Bill Payment

**a) Available Transactions:** NON-IRA ACCOUNTS (NON-INDIVIDUAL RETIREMENT ACCOUNTS) (excluding Certificates of Deposit). Unless your access to ONLINE BANKING and BILL PAYMENT has been restricted by the Credit Union, you may use your password and ONLINE BANKING AND BILL PAYMENT to:

- i. Transfer funds between designated Checking Accounts and from designated Checking Accounts to designated Savings Accounts.
- ii. Transfer funds between designated Savings Accounts.
- iii. Transfer funds from Home Equity Lines of Credit to designated Checking and Savings Accounts.
- iv. Make payments from designated Checking Accounts and designated Savings Accounts to loan accounts you have with us.
- v. Obtain Account balance and certain deposit, withdrawal, and funds transfer information for certain designated Checking Accounts and certain designated Savings Accounts. (Balances shown may include deposits still subject to verification and may not include deposits in progress, outstanding checks, or other withdrawals, payments, transfers, or charges.)
- vi. View images of cancelled checks.
- vii. View transaction account history.
- viii. Send and receive secure messages to and from the Credit Union.
- ix. Change your mailing and e-mail addresses.
- x. Request stop payment of a check.
- xi. Receive certain bills electronically (if you have enrolled in e-Bill Presentment Services and have agreed to the separate terms and conditions for e-Bill Presentment Services on the Site).
- xii. Schedule a bill payment to a third party from your designated Checking Account. Payments must be scheduled to be made at least five (5) Business Days in advance of the payment due date in order for the payment to be received and processed in a timely manner by the receiver of the payment. Withdrawal from the Account may occur immediately after the bill payment request is received for processing or (if later) on the business day before the scheduled payment processing (transaction posting) date, in the Credit Union's sole discretion. You must have sufficient available collected funds in the designated Checking Account to cover the payment at the time the bill payment request is received for processing or (if later) the close of business the Business Day before the scheduled payment processing (transaction posting) date. We will not be responsible for any loss, penalties, or late fees you may incur as a consequence of late payment if the payment processing (transaction posting) date that you schedule to have the funds withdrawn from your designated Checking Account to make a bill payment is not at least five (5) Business Days prior to the actual due date for your payment, or if the designated Checking Account does not have sufficient available funds to cover the payment when the bill payment request is received for processing or (if later) at the close of business the Business Day before the scheduled payment processing (transaction posting) date.
- xiii. Inquire about previously scheduled bill payments.
- xiv. Cancel or skip a scheduled (pending) bill payment.
- xv. Scheduled (pending) bill payments may only be canceled, skipped, or otherwise modified or changed at least two (2) or more Business Days before the scheduled payment processing (transaction posting) date. We will not be responsible for any loss, penalties, or late fees you may incur if you submit a payment cancellation, payment skip, or other payment change request less than two (2) Business Days before the scheduled payment processing (transaction posting) date. Bill payments that are submitted for immediate or expedited processing cannot be canceled, skipped, or otherwise modified or changed after they have been submitted.
- xvi. Add a payee.
- xvii. Request an expedited bill payment (provided that you have agreed to the separate terms and conditions for expedited bill payments on the Site, and provided further that your request for an expedited bill payment is received for processing within the payee's specified time on the Business Day on which you want the expedited bill payment to be processed by the Credit Union and credited by the participating payee). If you request an expedited bill payment, you must have sufficient available collected funds in your designated Checking Account to cover the bill payment and the expedited bill payment transaction fee (in an amount disclosed to you prior to payment) at the time you scheduled the expedited payment. You agree that we will add such fee to each expedited bill payment you request (regardless of whether we are able to process the request and regardless of whether the participating payee is able to credit the payment on the requested Business Day).
- xviii. View your e-statements (if you have enrolled in e-Statement Services and have agreed to the separate terms and conditions for e-Statement Services on the Site).
- xix. Request transfers between designated Checking Accounts and designated external accounts you maintain with third party financial institutions (if you have set up one or more external accounts for this purpose, as described in Section 7 below).
- xx. Submit a loan application to us.
- xxi. We may make other services available from time to time in our sole discretion.

**b) Limitations for ONLINE BANKING and BILL PAYMENT Services:**

- i. Bill payments must be in U.S. dollars.
- ii. We will not process payments on your behalf to payees meeting any of the following criteria:
  - Having an address outside the United States except for a military APO address.
  - Court-ordered payments such as alimony, child support, or speeding tickets.
  - Tax entities.
  - Collection agencies.
  - Securities transactions.
  - Designated by the Office of Foreign Asset Control as being a prohibited payee.
- iii. We are not required to process funds transfers to third parties if we reasonably believe or suspect those third parties may be engaged in a gambling business, including Internet or casino or other forms of gambling.
- iv. Maximum number of payees for a single user is 250.
- v. If we receive an expedited bill payment request for processing after the payee cutoff time of the business day on which you want the expedited bill payment to be processed, we may delay processing (or delay completing the processing of) the expedited bill payment transaction until the next business day (and the crediting of the expedited bill payment by the participating payee may also be delayed until the next Business Day).
- vi. If we are unable to process an electronic fund transfer to your designated payee, you agree that we may submit a paper draft to your designated payee for processing and payment.
- vii. You may not schedule a single bill payment for greater than \$25,000.
- viii. When scheduling a bill payment, please note the difference between the "SEND ON" date and the "DELIVERY BY" date. The "SEND ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your Account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however, the "DELIVER BY" date will be one Business Day later. If you receive an email because the first attempted deduction was not successful, you should access ONLINE BANKING and BILL PAYMENT to determine the date of the second deduction attempt. The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your

bill payment should be no later than the due date the payee has indicated for the payment. If a properly scheduled payment is not received and posted on time by the payee, you are granted a PAYMENT GUARANTEE. We will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating. The PAYMENT GUARANTEE only applies to late fees and/or finance charges associated with the late posting of a payment, provided the following conditions are met:

- The payment was scheduled to be delivered on or before the due date of your next bill, excluding any grace periods.
- The payment was not made to a prohibited payee in Section 4.b.ii. and 4.b.iii. above.
- The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
- You had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.

We will only be responsible for reimbursement of the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

**c) Available Transactions:** IRA (INDIVIDUAL RETIREMENT ACCOUNT) and CERTIFICATE OF DEPOSIT ACCOUNTS. Unless your access to ONLINE BANKING and BILL PAYMENT has been restricted by the Credit Union, you may use your Password and ONLINE BANKING AND BILL PAYMENT to:

- i. Obtain Account balance information for certain designated Accounts. (Balances shown may include deposits still subject to verification and may not include deposits in progress, or other withdrawals, payments, transfers, or charges.)
- ii. Obtain Account transaction history for certain designated Accounts.
- iii. We may make other services available from time to time in our sole discretion.

#### **5. Additional Information about Transaction Posting Dates for Visa Payments Made via Funds Transfer**

**a)** Your Credit Union VISA® credit card account will be updated within two (2) Business Days following the posting date of a funds transfer from your designated Checking Account to your Credit Union VISA credit card account.

**b)** BILL PAYMENT transactions occurring on a weekend or holiday will be immediately deducted from your designated Checking Account. However, the scheduled payment will not be generated until the following Business Day.

**6. How to Contact the Credit Union.** If you have any questions about the ONLINE BANKING and BILL PAYMENT service or a specific transaction, or if you think your password has been lost or stolen or that an unauthorized transaction has been or may be made using your password, you may call us at 860-568-2020 or 800-842-0145, extension 5101, or you may write to us at: American Eagle Financial Credit Union, Attn.: Electronic Services Department, 417 Main Street, East Hartford, CT 06118.

**7. External Transfers Through Online Banking and Bill Payment.** You can transfer funds to and from your designated Checking Accounts and certain of your eligible designated external accounts ("External Accounts") at eligible third party financial institutions. By using the External Transfers service of the ONLINE BANKING AND BILL PAYMENT system, you authorize the Credit Union to initiate individual and/or recurring debit/credit entries to/from (between) your designated Checking Account(s) and External Account(s) as indicated. For security purposes, you must first set-up an External Account at an eligible third party financial institution for External Transfers, before you will be able to transfer funds between that External Account and your designated Checking Account(s) using External Transfers. External Account set-up may take three (3) Business Days or more, and includes (among other things) having you verify to the Credit Union the dollar amounts and dates of two "test" micro deposits (each of less than one dollar) the Credit Union will make to your External Account. If you fail to verify the dollar amounts and dates of these two micro test deposits, we may for security reasons discontinue and cancel the External Account set-up and reverse the two micro test deposits. If you do verify the dollar amounts and dates of the two test deposits in a timely fashion, we will reverse the two micro test deposits and finish setting up the External Account.

**a)** After your External Account has been set up for External Transfers, External Transfer authorization for transfers between that External Account and your designated Checking Account(s) will remain in full force and effect until you cancel the transaction.

**b)** Each time you want to add a new External Account for External Transfers, we will use a similar verification process to the one described above, that may take three (3) Business Days or more.

**c)** If you have any questions about External Account set-up for External Transfers, contact the Credit Union by calling the Credit Union at the telephone numbers shown in Section 6 above.

**8. Additional Limitations on Online Banking and Bill Payment Transactions.** The following additional limitations apply to your transactions initiated using the ONLINE BANKING and BILL PAYMENT service:

**a)** There is a limit of six (6) transfer (including withdrawal) requests per month from each of your designated Savings Accounts using any combination of Command Call, ONLINE BANKING and BILL PAYMENT, and other preauthorized, automatic, telephone, or computer transfer services, including checks and debit card transfers paid to third parties. These limits are imposed by Federal Law.

**b)** For security reasons, there may be additional limits on the number or dollar amount of transfers you can request or make during a 24-hour period or a business day using ONLINE BANKING and BILL PAYMENT.

**c) No Stop Payment On Electronic Transfers:** Except for certain bill payment and External Transfer transactions that have a scheduled payment processing (transaction posting) date two (2) or more Business Days in the future, and certain preauthorized transactions described in Section 14 below, transactions made using ONLINE BANKING and BILL PAYMENT will be processed at the time you perform the transaction, and once an Online Banking transfer has been initiated by you and accepted by the system you generally cannot stop, change, correct, or modify that transfer. For example, a funds transfer request described in Section 4 above or an External Transfer described in Section 7 above that has been initiated by you and accepted by the system cannot be stopped, changed, corrected or modified. Bill payment transactions may be stopped, changed, corrected or modified only as described in Section 4 above. Certain preauthorized transactions described in Section 14 may be stopped as described in Section 14 below. Otherwise, if you have made a transfer in error, you may reverse the transaction by initiating a correcting transfer, or by having the recipient of the funds transferred in error initiate a correcting transfer. (Note: Except as described in Section 14 below, transfers cannot be corrected via ONLINE BANKING and BILL PAYMENT when made as transfers/payments to loan accounts you have with the Credit Union. Contact the Credit Union if you require reversal of these transactions or need additional assistance. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call.)

**9. Fees.** We will add a fee (in an amount disclosed to you prior to payment) to each expedited bill payment you request, regardless of whether we are able to process the request and regardless of whether the participating payee is able to credit the payment on the requested Business Day.

**a)** Additional fees apply to your Accounts at the Credit Union, including Accounts that may be accessed through ONLINE BANKING and BILL PAYMENT. For example, we impose fees for stop payment requests. Please refer to the Schedule of Fees at <https://www.americaneagle.org/Savings-Checking/Fee-Schedule.aspx> for a list of current fees. We will provide you with notice of changes to the Schedule of Fees as required by law.

**b)** In addition to any fees that the Credit Union may charge you for its products and services, you may be billed separately by your online access or telecommunications provider, by your other financial institution(s) and/or payment recipients.

**10. Overdrafts.** You will have no right to, and will not use, the ONLINE BANKING and BILL PAYMENT service to create an overdraft. If an overdraft is created, you will pay to the Credit Union, promptly, the amount of the overdraft including reasonable attorney's fees, if incurred by us, in the event you fail to pay.

**11. Member's Liability for Unauthorized Transactions and Advisability of Prompt Reporting.** CONTACT US IMMEDIATELY if you believe your ONLINE BANKING and BILL PAYMENT password has been lost or stolen or that an unauthorized transaction has been made using your password. You can call to report such occurrences during our normal business hours by calling the telephone numbers shown in Section 6 above, or you can write to us at the address shown in Section 6 above. We may require you to confirm a telephone notice of loss, theft, or unauthorized use of your ONLINE BANKING and BILL PAYMENT password in writing sent to us within ten (10) business days of your telephone call. "Unauthorized" use of your password and ONLINE BANKING and BILL PAYMENT means the use of your password and ONLINE BANKING and BILL PAYMENT by a person other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. If you give your password to a third party, you are authorizing that party to make transactions and you will be responsible for any transactions made by such third party unless and until you notify us, in writing, that such third party is no longer authorized. If you fail to promptly report unauthorized transactions, you could lose all the money in your Account(s), including any applicable available balance in your overdraft line of credit or other credit account(s).

**a)** For transactions from business-purpose Accounts, you agree to be bound by any transfer made by use of your password, whether or not the transfer was authorized. (See the provisions in the "Agreement for ATM and POS Services" section of the document entitled "Business Account Agreement" concerning security procedures and liability for additional details.)

**b)** For unauthorized transactions from Accounts established primarily for personal, family or household purposes (consumer-purpose Accounts), your liability for unauthorized transactions will be as follows:

- i. If you contact us within two (2) Business Days after you learn of the loss or theft or unauthorized use of your password, you can lose no more than fifty dollars (\$50) if someone has used your password and ONLINE BANKING and BILL PAYMENT without your permission.
- ii. If you do NOT contact us within two (2) Business Days after you learn of the loss or theft or unauthorized use of your password and we can prove that we could have prevented the loss if you had contacted us in time, you can lose no more than five hundred (\$500) dollars if someone has used your password and ONLINE BANKING and BILL PAYMENT without your permission.
- iii. Notwithstanding the foregoing paragraphs a. and b. above, if a periodic statement for any consumer-purpose Account shows transactions that you did not make and you do not tell us within sixty (60) days after the statement was mailed (or electronically transmitted) to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented the loss if you had contacted us in time.
- iv. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Please see the Error Resolution Notice and the unauthorized transfer provisions in the "Electronic Fund Transfers — Your Rights and Responsibilities" section of the document entitled "Member Account Information" for additional details about unauthorized transactions from consumer-purpose Accounts.

**12. Access to Online Banking and Bill Payment.** Access to ONLINE BANKING and BILL PAYMENT is twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods and unplanned system outages arising from causes beyond our reasonable control. On a regular basis, we may perform maintenance on our equipment or system that may result in interrupted services or errors in the ONLINE BANKING and BILL PAYMENT service. In addition, we reserve the right to block access, at any time, to the ONLINE BANKING and BILL PAYMENT service to maintain or restore security to the system. From time to time, we also may change the scope of the services offered through the ONLINE BANKING and BILL PAYMENT service. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

**13. Right to Receive Documentation.** No receipts for ONLINE BANKING and BILL PAYMENT transactions will be provided. These transactions will appear on applicable Account statements, and may also appear in the Account transaction history available through ONLINE BANKING and BILL PAYMENT.

#### **14. Preauthorized Transactions**

**a)** If you have arranged to have direct deposits or preauthorized transactions made to or from your designated Account(s) at least once every sixty (60) days to or from the same person or company, you can log on to ONLINE BANKING and BILL PAYMENT twenty-four (24) hours a day to find out whether or not the deposit or transfer has been made, or you can call us at the telephone numbers shown in Section 6 above during our normal business hours.

**b) Preauthorized Payments:** If you have told us in advance to make regular payments out of one of your designated Accounts, the following three paragraphs apply to these preauthorized regular payments:

- i. **Right to stop payment and procedure for doing so.** Call us at the telephone numbers shown in Section 6 above during our normal business hours, or write us at the address shown in Section 6 above, or log on to ONLINE BANKING and BILL PAYMENT, in time for us to receive your request three (3) Business Days or more before one of these regular payments is scheduled to be made. If you call or make your request through the Site, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call or after your request made through the Site. (We will charge you for each stop payment order you give in accordance with our then-current fee structure. Please refer to the Schedule of Fees for our current stop payment fees.) **Please Note:** If you want to permanently stop all preauthorized regular payments out of your Account to another account or to another payee, you must specifically request this, and you must also notify the payee you have told us to pay. A stop payment request we receive from you, as described in the preceding paragraph, will only stop the particular payment to which it applies, unless you specifically instruct us otherwise. If you instruct us to stop these preauthorized regular payments permanently we will do so, but we may require you to send us a copy of your written notice to the payee you told us to pay.
- ii. **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- iii. **Liability for failure to stop payment of preauthorized transfer.** If you ask us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. We shall be liable for only actual proven damages if our failure to make the transaction was unintentional and resulted from a bona fide error despite our procedures to avoid such errors.

**15. State and Federal Laws.** The use of ONLINE BANKING and BILL PAYMENT, related Accounts, and any obligations incurred thereby shall at all times be governed by applicable federal laws and regulations and applicable laws of the State of Connecticut, without regard to Connecticut's conflict of law provisions.

**16. Liability for Failure to Make Transactions.** If we do not complete a transaction to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for damages proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in the affected Account(s) to complete the transaction or the affected Account(s) has been closed;
- b) funds in the affected Account are subject to legal process or other encumbrance restricting such transaction;
- c) the ONLINE BANKING and BILL PAYMENT service was not working properly, and you knew about the system failure when you started the transaction;
- d) circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
- e) the transaction would exceed the funds available in the affected Account(s) plus any applicable overdraft line of credit;
- f) funds in the affected Account(s) are not yet available for withdrawal;
- g) you could have prevented the losses or damages by acting in a prompt and reasonable manner;
- h) information necessary to complete the affected transaction has been lost or you have not provided the correct payee information or amount;
- i) a payee mishandles or delays crediting payments sent by us;
- j) your password has been reported lost or stolen or your ONLINE BANKING and BILL PAYMENT privileges have been suspended or terminated;
- k) you have not properly followed the instructions on how to make a transaction;
- l) we or our agents reasonably believe that the transaction is unauthorized and based on such belief the transaction is not completed;
- m) the password or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely;
- n) you are in default on an Account to or from which you are attempting a transfer;
- o) your personal computer and/or software malfunctioned for any reason; or
- p) the transfer or payment could not be completed due to a system unavailability or telecommunication or Internet Service Provider issue.

**Please Note:** There may be other exceptions stated in our Online Services Agreement with you. In any case, we shall only be liable for actual proven damages if the failure to make the transaction was unintentional and resulted from a bona fide error despite our procedures to avoid such errors.

**17. Limit on Liability.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ONLINE SERVICES AGREEMENT OR BY LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, ARISING OUT OF THE USE MISUSE OR INABILITY TO USE THE ONLINE BANKING and BILL PAYMENT SERVICE.

a) EACH PARTY WILL BEAR THE LIABILITY OR RISK OF ANY ERROR OR LOSS OF DATA, INFORMATION, TRANSACTIONS OR OTHER LOSSES WHICH MAY BE DUE TO THE FAILURE OF THEIR RESPECTIVE COMPUTER SYSTEM OR THIRD PARTY COMMUNICATIONS PROVIDER ON WHICH EACH PARTY MAY RELY.

b) WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE ONLINE BANKING and BILL PAYMENT SERVICE, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE YOU USE TO ACCESS THE ONLINE BANKING and BILL PAYMENT SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES and EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

THE INFORMATION CONTAINED OR ACCESSED FROM THE ONLINE BANKING and BILL PAYMENT SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED SERVICE. REFERENCES TO CORPORATIONS, THEIR SERVICES, AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SUCH INFORMATION. DESCRIPTIONS OF, OR REFERENCES TO, PRODUCTS, SERVICES, OR PUBLICATIONS WITHIN THE ONLINE BANKING and

BILL PAYMENT SERVICE DO NOT IMPLY ENDORSEMENT OF THAT PRODUCT, SERVICE, OR PUBLICATION.

**18. Password and Security.** During your enrollment for the ONLINE BANKING and BILL PAYMENT service, you will be required to select at least an eight (8) character password, a personal image with caption, and answer three (3) challenge questions. You agree to keep your password, personal image with caption, answers to your challenge questions, and Account number in separate locations and to NOT reveal your password, personal image with caption, and answers to your challenge questions to anyone who is not allowed to access your Account(s).

- a) Do NOT write the password, personal image with caption, or answers to your challenge questions where another party can easily access it. When you select your own password, select one that is not easily guessed by another person. We reserve the right to block access to the ONLINE BANKING and BILL PAYMENT service if we reasonably believe your password is being used or may be used by an unauthorized user.
- b) The Credit Union may offer single sign-on functionality among and between its electronic banking products. Single sign-on would mean that you would only need to enter your password once to access multiple electronic banking products. The Credit Union views this as an added convenience to you, but it makes your protection of your password even more important because a third party who obtains your password may be able to access multiple electronic banking products.
- c) Access to BILL PAYMENT is through the ONLINE BANKING Service only.
- d) If you do not log on to ONLINE BANKING and BILL PAYMENT in any one-hundred and twenty (120) day period, we may deactivate your password for security reasons.
- e) If you try unsuccessfully to log on to ONLINE BANKING and BILL PAYMENT (for example, by using an incorrect password) more than three (3) times, your access to ONLINE BANKING and BILL PAYMENT will be blocked and will require you to select a new password.
- f) For security reasons, we recommend that you change your password at least once every thirty (30) days.
- g) For security reasons, there may be additional limits on your ability to access or log on to ONLINE BANKING and BILL PAYMENT.

**19. Acceptance of Agreement.** You understand that use of your Password and the ONLINE BANKING and BILL PAYMENT service will constitute acceptance of the terms and conditions contained in this Online Services Agreement, including the terms and conditions of Part III below, as amended from time to time.

a) Your acceptance of the terms and conditions will be deemed effective for as long as you use the ONLINE BANKING and BILL PAYMENT service. If you do not agree to the terms and conditions contained in this Online Services Agreement, you should not use ONLINE BANKING and BILL PAYMENT.

b) Your use of the ONLINE BANKING and BILL PAYMENT service may be made by use of certain numbers, codes, marks, signs, public keys, or other means of establishing your identity and acceptance of electronic communications, which are acceptable to us. All electronic communications that meet these requirements (including transactions received using your password) will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as if they were signed paper communications. You authorize us to act on transaction instructions received using your Password, and you agree that the use of your Password will have the same effect as your signature. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. By using the ONLINE BANKING and BILL PAYMENT service, you consent to the electronic transmission of personal financial information.

**20. Electronic Mail.** The ONLINE BANKING and BILL PAYMENT service includes online access that enables you to send and receive secure electronic mail (e-mail) to and from the Credit Union. If you use e-mail to communicate confidential information to the Credit Union, be sure to use the secure email since other forms of e-mail may not be safe. Please remember that e-mail sent by you may not be immediately received by the Credit Union. No action will be made on any e-mail you send to us until we actually receive your message. In addition, no e-mail sent to us will be considered a written notice or request except to the extent specifically provided to the contrary in this Online Services Agreement in Section 2.a above.

Do not respond to or open attachments or click on links in unsolicited e-mails. If a message appears to be from AEFUCU and requests account information, do not use any of the links provided. Contact us using the information provided upon account opening to determine if an action is needed. We do not send customer e-mails asking for passwords, credit card numbers, or other sensitive information. Similarly, if you receive an email from an apparent legitimate source (such as the IRS, Better Business Bureau, Federal Courts, UPS, etc.) contact the sender directly through other means to verify the authenticity. Be wary of unsolicited or undesired email message (also known as "spam") and the links contained in them.

## 21. Termination

a) You may terminate your use of ONLINE BANKING and BILL PAYMENT at any time by calling the Credit Union at the telephone numbers shown in Section 6 above, or writing to the Credit Union at the address shown in Section 6 above, or by sending a secure e-mail to us using the ONLINE BANKING and BILL PAYMENT service. You must notify us at least ten (10) calendar days prior to the date on which you wish to have your ONLINE BANKING and BILL PAYMENT service terminated. If you telephone us we may require that your request be in writing or sent to us using secure electronic mail. If you have scheduled transactions with an effective date within this ten-day advance notice period, you also must separately cancel those transactions in accordance with the stop payment provisions set forth above. If we have not completed processing your termination request and you have not otherwise canceled such a transaction, you will be responsible for that transaction.

b) We may terminate at any time your use of the ONLINE BANKING and BILL PAYMENT service, in whole or in part for any reason, without prior notice. Your access to ONLINE BANKING and BILL PAYMENT will be terminated automatically if your Account(s) is closed or access to your Account(s) is restricted for any reason. Termination will not affect your liability or obligations under this Online Services Agreement for transactions we have processed or have begun to process on your behalf.

## B. Mobile Deposit Capture Agreements

This Part II.B describes the terms and conditions of service for the Mobile Deposit Capture Service (as defined below). The term "Service" is sometimes used below with respect to terms and conditions that apply to the Mobile Deposit Capture Service.

## 1. Definitions

**Deposit Capture Agreement** as used in this Part II.B refers to the terms and provisions set forth in Part II.B and Part III (as applicable in the case of Part III) of the Online Services and Deposit Capture Agreement. **Mobile Application** means a software program or application which may be downloaded to a Mobile Device for use by Members in connection with the Mobile Deposit Capture Service. **Mobile Deposit Capture Service** means services requiring the use of a Mobile Device and Mobile Application. **Mobile Device** means an electronic device including a mobile phone, iPad or other electronic tablet, or Smartphone with camera that may be used in connection with the Mobile Deposit Capture Service. **Non-Verified Item** means a check that is rejected because it has not passed the validation process or does not meet the quality image described in the Agreement. **Service** means the Mobile Deposit Capture Service as the context requires. **Substitute Check** means a paper check converted to a digital image that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original check. **Verified Item** means any check that passes the verification process that includes but is not limited to verifying a date, payee, signature, payor name and address, payee endorsement, the MICR line, and other factors.

Other capitalized terms used in this Part II.B have the meaning set forth in any other agreement, disclosure or policy incorporated in this Deposit Capture Agreement by reference, unless the context requires otherwise.

**2. Important Notice.** READ THE TERMS OF THIS DEPOSIT CAPTURE AGREEMENT CAREFULLY BEFORE USING THE SERVICE OR DOWNLOADING, INSTALLING OR USING THE APPLICATION (AS DEFINED BELOW). THIS DEPOSIT CAPTURE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND AEFCU CONCERNING THE SERVICE AND THE USE OF THE APPLICATION. BY SELECTING THE "I ACCEPT" BUTTON, USING THE SERVICE OR DOWNLOADING, INSTALLING, OR OTHERWISE USING THE MOBILE APPLICATION AND/OR HOME OFFICE APPLICATION (EACH AN "ACCEPTANCE" OF THIS DEPOSIT CAPTURE AGREEMENT), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DEPOSIT CAPTURE AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS DEPOSIT CAPTURE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS DEPOSIT CAPTURE AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU ARE TO EXIT THE DOWNLOADING / INSTALLATION PROCESS WITHOUT DOWNLOADING, INSTALLING, OR OTHERWISE USING THE APPLICATION BY SELECTING THE "I DO NOT ACCEPT" BUTTON.

## 3. Incorporation of Other Agreements, Policies and Disclosures

- a) Your application for use of the Service, your notification of approval of your application, the American Eagle Financial Credit Union Member Account Information, which includes the Terms and Conditions of Your Account, Electronic Fund Transfers — Your Rights and Responsibilities, Check 21 and Substitute Checks and Truth-in-Savings Disclosure (collectively, the "Member Account Information Disclosure") and the Schedule of Fees (as defined in Section 18 below) are incorporated by reference into this Deposit Capture Agreement in their entirety. AEFCU reserves the right to amend the Member Account Information Disclosure (as defined in Section 19 below) and the Schedule of Fees at any time with or without prior notice to you.
- b) Both you and AEFCU will be bound by this Deposit Capture Agreement. If there is a conflict between this Deposit Capture Agreement and something said by one of our employees, you agree that this Deposit Capture Agreement controls.
- c) You understand that the agreements and rules and regulations applicable to any Account you have with AEFCU remain in effect and continue to be applicable except as specifically modified by this Deposit Capture Agreement.
- d) Requesting, retaining, using or permitting another person to use the Service constitutes an acceptance by you of all the terms and conditions set forth in this Deposit Capture Agreement and binds you to all the rules and regulations governing the use of the Service.

**4. The Service.** Following your successful online enrollment process, you are authorized to remotely deposit paper checks you receive to your account with AEFCU by electronically transmitting a digital image of the front and back of the paper check (each an "Imaged Item") to AEFCU using an Application that will be made available for you to download to a Mobile Device. Both AEFCU and you will comply with the terms and provisions of this Agreement with respect to the use of the Service and the performance of the Service. You acknowledge and agree that each Imaged Item will be deemed an "item" within the meaning of Article 4 of the UCC.

**5. General Responsibilities.** Except as otherwise described below, the following provisions apply to the Mobile Deposit Capture Services:

- a) You shall maintain one or more Accounts at AEFCU for the receipt of deposits of Imaged Items.
- b) You will only submit Imaged Items that meet the standards for image quality required by Regulation CC, or other standards established by law and this Deposit Capture Agreement including any agreement, policy or disclosure incorporated into this Deposit Capture Agreement by reference.
- c) AEFCU's processing of any Non-Verified Item shall not constitute a waiver by AEFCU or obligate it to process any other Non-Verified Item.
- d) AEFCU may discontinue processing of Non-Verified Items at any time, without cause or prior notice.
- e) You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with AEFCU.
- f) Notwithstanding the foregoing, we may redeposit any returned Substitute Check consistent with the terms of the Member Account Information Disclosure.
- g) You will ensure that checks are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Imaged Items.
- h) You will handle, process, maintain and destroy original checks as set forth in Section 5.o below.
- i) You will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Imaged Item more than once in any form.

- j) You will use the Service, including the entering, processing and transmittal of Imaged Items, in accordance with this Deposit Capture Agreement. In addition, you will obtain at your own expense, a Mobile Device required to use the Mobile Deposit Capture Service. AEFCU MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY MOBILE DEVICE USED IN CONNECTION WITH THE MOBILE DEPOSIT CAPTURE SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, CAPABILITIES, OPERATION, PERFORMANCE, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- k) You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Mobile Device required to use the Mobile Deposit Capture Service.
- l) You shall be responsible for verifying AEFCU's receipt of Imaged Items by verifying that deposits have been posted to the appropriate Account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with AEFCU.
- m) You will ensure that the Mobile Device is operating properly, and inspect and verify the quality of Imaged Items and ensure that the Imaged Items are legible for all posting and clearing purposes.
- n) You shall exercise due care in preserving the confidentiality of any user identification, password, or other code or authentication method provided by AEFCU or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you.
- o) You will retain each original check and keep them in a safe and secure environment for such time is deemed necessary and advisable: a minimum period sixty (60) days after such check has been converted to a digital image and processed.
- p) You shall take appropriate security measures to store original checks, and the information contained on such original checks. You further agree that authorized personnel also having access to original stored checks must be fully bondable and have passed through a screening process. You understand that you are responsible for any loss caused by your failure to secure original checks.
- q) Upon a request from AEFCU, you will promptly (within 5 Business Days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to us to aid in the clearing and collection process to resolve claims by third parties with respect to any Imaged Item or as AEFCU otherwise deems necessary.
- r) You will use a reasonable method which is consistent with any requirements of Regulation CC to destroy original checks after the retention period has expired (see Section 5.o above).
- s) When using mobile deposit you understand that check images captured using your Mobile Device are stored on the device until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete the deposit, you will ensure that the Mobile Device remains securely in your possession until the deposit has been completed or delete associated images from the application.
- t) You understand and agree that an Imaged Item that is not paid by a payor financial institution, or is otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Imaged Item plus any associated fee as disclosed in the Schedule of Fees.
- u) AEFCU's right to charge your Account will apply without regard to whether the Imaged Item is timely returned to AEFCU or whether there is any other claim or defense that the Imaged Item has been improperly returned to AEFCU.
- v) You represent, agree and warrant to AEFCU that (except as otherwise specifically disclosed in writing to AEFCU) you are not now engaged, and will not during the term of this Deposit Capture Agreement engage, in any business that would result in your being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.
- w) You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.
- x) You are responsible for providing, at your sole cost and expense, all telecommunications and/or Internet services necessary to use the Service. You shall look solely to your providers of telecommunications and/or Internet service for all remedies and/or warranties related to such services. AEFCU MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY TELECOMMUNICATIONS AND/OR INTERNET SERVICES, OR ANY OTHER SERVICES PROVIDED BY A THIRD PARTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, CAPABILITIES, OPERATION, PERFORMANCE, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- y) AEFCU may from time to time request information from you in order to evaluate the continuation of the Services hereunder and/or adjustment of any limits set by this Deposit Capture Agreement. You agree to provide the requested information immediately upon request by AEFCU, in the form required by AEFCU. You authorize AEFCU to investigate or reinvestigate at any time any information provided by you in connection with this Deposit Capture Agreement or any Service and to request reports from credit bureaus and reporting agencies for such purpose.

**6. Deposit Capture Services.** Except as otherwise described below, the following provisions apply to the Mobile Deposit Capture Services:

- a) Your Account will be provisionally credited upon AEFCU's acceptance of the Imaged Item for deposit which is received by AEFCU from you through the Service.
- b) You will create images of the front and back of Checks by using:
  - i. a Mobile Application and Mobile Device with a camera.
- c) You will enter all amounts and any other required information correctly.



- d) When creating an image of the front and back of the check, your Mobile Deposit Capture session will timeout after 10 minutes if the item is not scanned in a timely manner.
- e) Network speeds (3G, 4G, and WiFi) will affect the transmission of the image.
- f) Upon receipt of the Imaged Item we will review the Imaged Item for acceptability.
- g) You understand that in the event you receive notification from us confirming receipt of an Image Item, such notification does not mean that the Imaged Item contains no errors.
- h) You will maintain the appropriate Account to receive deposits and provide other specific information required by AEFCU related to the Service.
- i) All deposits are subject to an initial two (2) Business Days hold which may be extended due to items that are deemed unacceptable as stated within this Deposit Capture Agreement.
- j) As set forth in this Deposit Capture Agreement, all deposits received by us are accepted subject to our verification and final inspection and may be rejected by us at our sole discretion.
- k) Imaged Items shall be of such quality that the following information can clearly be read by sight review:
  - i. the amount of the check;
  - ii. the payee;
  - iii. the drawer's signature;
  - iv. the date of the check;
  - v. the check number;
  - vi. the information identifying the drawer and the paying bank that is preprinted on the check, including, but not limited to, the MICR line, the routing transit number and, when encoded, the serial number and the process control field;
  - vii. other information placed on the check prior to the time an image of the check is captured such as any required identification of the check and any endorsements applied to the back of the check; and
  - viii. such other information as may be required by AEFCU.

**7. Ownership and Proprietary Rights.** All right, title and interest in and to any and all specifications, software and/or computer programs, including, without limitation, the Mobile Application, and any updates, upgrades, fixes and enhancements thereto, and any derivative works therefrom, together with any user documentation, whether in the form of computer media, print or in any other form (collectively the "Remote Deposit Capture Materials"), made available by or on behalf of AEFCU to you in connection with the Service shall be and remain the property of AEFCU or its vendors, service providers or licensors, as applicable. Subject to your compliance with all of the terms and conditions set forth in this Deposit Capture Agreement, AEFCU hereby grants to you a revocable, non-exclusive, non-transferable license to access and use the Remote Deposit Capture Materials for the sole purpose of transmitting Imaged Items to AEFCU for deposit. No other license or interest in the Remote Deposit Capture Materials, either express or implied, is granted under this Deposit Capture Agreement. You shall not copy or reproduce, in whole or in part, the Remote Deposit Capture Materials, except as expressly authorized by this Deposit Capture Agreement. You shall not make any alteration, change or modification to any Remote Deposit Capture Materials. In addition, you shall not (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Remote Deposit Capture Materials or any portion thereof; (b) remove or modify any markings, identification, copyright or other proprietary notices from the Remote Deposit Capture Materials; (c) sublicense, distribute, transfer, publish, disclose, display, provide, lease, lend, use for third party training, commercial timesharing or service bureau purposes or allow others to use the Remote Deposit Capture Materials to or for the benefit of third parties; (d) modify, change, incorporate into other software, create databases or create any derivative works of any part of the Remote Deposit Capture Materials; (e) install or use any Remote Deposit Capture Materials on any equipment other than a Mobile Device or Scanner approved by AEFCU; (f) disclose results of any performance information, analysis or program benchmark test without AEFCU's prior written consent; or (g) make the Remote Deposit Capture Materials available in any manner to any third party (collectively, "Prohibited Acts"). AEFCU, or its vendors, service providers or licensors, as may be applicable, shall retain all proprietary rights in the Remote Deposit Capture Materials, and all rights not expressly granted hereunder are reserved. If you or any third party does any Prohibited Act, AEFCU shall have the right to immediately terminate this Agreement. You acknowledges that the Service and Remote Deposit Capture Materials contain valuable rights of AEFCU, its vendors, service providers and licensors and that such are protected under United States patent, copyright, and trade secret laws of general applicability.

## **8. Confidential Information; Security**

- a) During the term of this Deposit Capture Agreement, each party may have access to certain nonpublic information of the other party that a reasonable person would consider confidential or is labeled or identified as "confidential" or "proprietary" by the disclosing party ("Confidential Information"). AEFCU's Confidential Information shall include, without limitation, (i) the Remote Deposit Capture Materials, (ii) all information regarding AEFCU's information systems, business operations, methods, techniques and current, former and prospective customers (including, without limitation, any nonpublic personal information of or pertaining to such individuals) and (iii) all information regarding AEFCU's security policies and procedures. Confidential Information does not include information that is (i) generally known and available or in the public domain without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) was independently developed by the receiving party without use of the disclosing party's Confidential Information and without breach of any obligation owed to the disclosing party; or (iv) is rightfully received from a third party without breach of any obligation owed to the disclosing party.
- b) Each party agrees (i) not to intentionally disclose any Confidential information to any third parties (except that AEFCU may disclose Confidential Information to a third party as is necessary in order to carry out the Service and as otherwise permitted in its privacy policy or as set forth in the Member Account Information Disclosure), (ii) not to use any Confidential Information for any purposes except carrying out its rights and responsibilities under this Deposit Capture Agreement, and (iii) to use that degree of care which it uses with respect to its own confidential information to keep the Confidential Information of the other party confidential, which in no event may be less than reasonable care. In addition, should you at any time receive or acquire any information relating to another Member of AEFCU, you shall promptly return such information to AEFCU and not reveal such information to any other party or make use of such information for your own benefit. The obligations under this Section 8 (Confidential information; Security) shall survive the expiration, completion or termination of this Deposit Capture Agreement.

- c) If the receiving party is compelled by applicable law or court order to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's expense, if the disclosing party wishes to contest the disclosure.
- d) If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 8 (Confidential information; Security), the disclosing party shall have the right, in addition to any other remedies available to it, to an award of injunctive relief enjoining such acts, without proof of actual damages, it being specifically acknowledged by the parties that an award of monetary damages would be inadequate for any breach of this Section 8 (Confidential information; Security) and any breach would cause the disclosing party irreparable harm.
- e) Notwithstanding anything to the contrary contained herein, you acknowledge that the Service is or might be subject to regulation and examination by authorized representatives of the National Credit Union Administration, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable Rules (as defined in Section 12 below).
- f) You agree to comply at all times with all security procedures AEFCU may impose from time to time in connection with use of the Service.

**9. Availability.** Any Imaged Items accepted after 2:00 p.m. Eastern Time on Monday through Friday will be processed the next business day. Imaged Items accepted after 2:00 p.m. Eastern Time on Friday, and any time on Saturday or Sunday are processed on Monday (or the next business day if the applicable Monday is a holiday).

#### **10. Transaction Limitations of the Service**

- a) One check may be deposited at a time using the Mobile Deposit Capture Service.
- b) The maximum check amount that can be deposited is \$10,000.
- c) The total check amount is \$10,000 per day, \$20,000 per week and \$20,000 per month.
- d) You may not deposit more than 10 items in one day, 20 items in one week or 25 items in one month.

AEFCU reserves the right to change the above limitations at any time without prior notice.

#### **11. Unacceptable Checks for Deposit Using the Service**

- a) Third-party checks.
- b) Checks for which you are not a holder in due course.
- c) Checks over \$10,000.
- d) Checks with qualified or conditional endorsements (for example: "Payable to American Eagle Financial Credit Union without recourse").
- e) Checks payable to more than one individual where all parties are not signers on the account may not be deposited using the service (this includes government checks).
- f) Any item stamped "non-negotiable" or "this is not a check."
- g) Savings Bonds.
- h) Money orders.
- i) Traveler's checks.
- j) Any item issued by a financial institution in a foreign country or in foreign currency.
- k) Any item that is "stale dated" or "post dated."
- l) Any item that is incomplete.
- m) Any item that contains evidence of alteration to the information on the check.
- n) Any item drawn on your own Account.
- o) Any item that contains evidence of alternation to the information on the item.
- p) Any item that has folds or torn edges.
- q) Checks that you know or suspect, or should know or suspect, to be fraudulent or not authorized by the legal owner of the account on which the check is drawn.

**12. Compliance with Law.** You shall comply with all laws, rules, and regulations applicable to you, and to the Service, including, without limitation, the Check Clearing for the 21<sup>st</sup> Century Act ("Check 21"), Regulations J, the Uniform Commercial Code (the "UCC"), the Gramm Leach Bliley Act ("GLB"), and applicable rules and guidelines of the Federal Financial Institutions Examination Council, the National Credit Union Administration, the State of Connecticut Banking Statutes, the National Automated Clearing House Association — The Electronic Payments Association and the Electronic Clearing House Organization and any other rules established applicable to Imaged Items (collectively, the "Rules"). You shall have the responsibility to fulfill any compliance requirement or obligation that you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

### **13. The Credit Union's Rights and Responsibilities**

- a) For all Imaged Items processed by you pursuant to this Agreement, the Imaged Items will be converted to Substitute Checks and presented for payment.
- b) AEFCU may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in this Deposit Capture Agreement and as otherwise established by AEFCU from time to time.
- c) Unless otherwise agreed by you and us, AEFCU will process any returned items in accordance with applicable law and this Deposit Capture Agreement including any agreement, policy or disclosure incorporated into this Deposit Capture Agreement by reference.
- d) AEFCU may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Item. AEFCU may from time to time establish exposure limitations and assign them to you.
- e) In addition to any other rights AEFCU may have as regards your Accounts, we may hold and use funds in any deposit Account following termination of this Deposit Capture Agreement for such time as AEFCU reasonably determines that any Item processed by AEFCU prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which AEFCU may be responsible.
- f) Without limitation, you recognize that under Check 21, the UCC, Regulations J and the rules applicable to Imaged Items, AEFCU's representations and warranties as regards Substitute Checks may expose AEFCU to claims for several years following processing of the Substitute Check.
- g) AEFCU shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond AEFCU's reasonable control. In the event of any of the foregoing failure or delays, you acknowledge that you may instead deposit directly with AEFCU any original items for processing and presentment provided such original items have not been previously imaged and processed in connection with the Service.
- h) AEFCU may add, delete or change the features or functions of the Service, at any time in AEFCU's sole discretion. If AEFCU deems it reasonably practicable to do so and if the change adversely affects your usage of the Service, AEFCU will notify you of the change in advance, which notice may be given electronically. Otherwise, AEFCU will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically.
- i) If your Mobile Deposit Capture Service becomes inactive greater than 12 months, AEFCU has the right to lock you out of the service. After an inactive period of 24 months, AEFCU will permanently remove you from the Mobile Deposit Capture Service and you will be required to re-enroll for the service.

**14. Unavailability of Service.** AEFCU may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond AEFCU's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. You may deposit original checks and other items to any deposit Account at AEFCU in person or in any other manner permitted by agreement between you and us, and we will be responsible for maintaining procedures and facilities to enable you to do so if the Service is unavailable to you.

### **15. Processing Times**

- a) Processing occurs on Business Days.
- b) Transmissions processed after 2:00 p.m. Eastern Time on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day.
- c) Imaged Items processed for deposit through the Service will be deemed to have been received by AEFCU for deposit at the time the Imaged Items are actually received and accepted at the location where AEFCU posts the credit to the Account.
- d) A deposit of an Imaged Item will be deemed to have been received and accepted by AEFCU for deposit when all of the following have occurred:
  - i. AEFCU has preliminarily verified that the image quality of the Imaged Item is acceptable to AEFCU in its discretion,
  - ii. All Imaged Item information is complete,
  - iii. The deposit totals are balanced to the Imaged Item information provided for the deposit; and
  - iv. AEFCU has successfully performed the verification process with respect to the Imaged Item.
- e) Notwithstanding the foregoing, Imaged Items received by AEFCU for deposit may be rejected by AEFCU in AEFCU's sole discretion.
- f) Imaged Items will be processed and ready for presentment by AEFCU after AEFCU receives all good digital images and associated data for any Imaged Item from you.
- g) All Imaged Items will be placed on hold for two (2) Business Days.

- h) If under Section 15.d above, an Imaged Item is not accepted for deposit, you may then submit the original check to AEFCU for processing or contact the maker to reissue the check.
- i) If you submit the original check for processing, AEFCU reserves the right to refuse to process the check for deposit and presentment to the payor financial institution and may instead require you to have the maker reissue the check.

## 16. Security Procedures

- a) You will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that Imaged Items transmitted directly to AEFCU are intact, secure and confidential until received by AEFCU.
- b) You shall comply with online instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, Mobile Devices or Scanners, and information provided in connection with the Service.
- c) You shall limit access to any passwords and Mobile Devices or Scanners to persons who have a need for such access, closely and regularly monitor the activities of those who access the Service; notify AEFCU immediately at 800-842-0145 or 860-568-2020, x5101 if you have any reason to believe the security of confidentiality required by this provision has been or may be breached; and immediately change the password if you know or suspect the confidentiality of the password has been compromised in any way.
- d) Security procedures are not designed for the detection of errors, e.g., duplicate transmissions of Imaged Items or errors in information provided to AEFCU. AEFCU is not obligated to detect errors by you.
- e) Accept all mobile application upgrades in a timely manner.
- f) AEFCU may deny access to the Service without prior notice if AEFCU is unable to confirm any person's authority to the access the Service or if AEFCU believes such action is necessary for security reasons.
- g) You acknowledge, agree and warrant each time an Imaged Item is transmitted using the Service that AEFCU's security procedures are reasonable (based on the normal size, type, and frequency of transmissions).
- h) You agree to be responsible for any transmission AEFCU receives through this Service, even if it is not authorized by you, provided it includes a password or is otherwise processed by AEFCU in accordance with this security procedure.
- i) Notwithstanding AEFCU's efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others AEFCU cannot and does not warrant that all data transfers utilizing the Service, or e-mail transmitted to and from AEFCU, will not be monitored or read by others.

**17. Your Representations and Warranties.** You make the following representations and warranties with respect to each Imaged Item processed by you pursuant to this Deposit Capture Agreement:

- a) The Imaged Item is a digital image of the front and back of the check and accurately represents all of the information on the front and back of the check as of the time you converted the check to the Imaged Item;
- b) The Imaged Item contains all endorsements applied by parties that previously handled the check in any form for forward collection or return;
- c) All encoding, transfer, presentment and other warranties made under applicable law, including without limitation those under Check 21, the UCC, Regulations J and the rules of any Substitute Check; and
- d) There will be no duplicate presentment of a check in any form, including as an Imaged Item, as a paper negotiable instrument or otherwise and you assume responsibility for any such duplicate presentment of any check.

**18. Fees.** You will pay to AEFCU any applicable fees listed on the Schedule of Fees incorporated into this Deposit Capture Agreement and available to you by request or on our web site, [americaneagle.org](http://americaneagle.org) (the "Schedule of Fees"). AEFCU may increase, alter, add or otherwise change fees and other amounts payable under this Agreement by you upon 30 days' notice. Fees may be automatically debited from your Account.

**19. Periodic Statement.** Any remote deposits made through the Service will be reflected on your monthly statement. You are responsible for any errors that you fail to bring to our attention with the stated time periods found in the Member Account Information Disclosure. Refer to the applicable terms and conditions in the Member Account Information Disclosure for information regarding resolution of deposit and Substitute Check errors found on your periodic statement. A Member Account Information Disclosure was provided to you at account opening. You may request a copy from us or go to our web site, [americaneagle.org](http://americaneagle.org), for the most recent version.

**20. Disclaimer.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOUR USE THEREOF IS AT YOUR OWN RISK. AEFCU MAKES NO WARRANTY OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICE OR THE APPLICATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AEFCU DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE OR MOBILE APPLICATION OR HOME OFFICE APPLICATION (INCLUDING WITHOUT LIMITATION THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). AEFCU WILL NOT BE RESPONSIBLE FOR THE CONDITION, REPAIR OR MAINTENANCE OF ANY MOBILE DEVICE. AEFCU DOES NOT WARRANT THAT THE SERVICE WILL BE IMMUNE FROM TAMPERING BY THIRD PARTIES OR COMPLETELY SECURE IN ALL CIRCUMSTANCES. There are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. You hereby assume all risks relating to the foregoing.

## 21. Indemnification by Member

a) You shall defend, indemnify, and hold harmless AEFCU, its vendors, providers of services and licensors, their respective affiliates and each of their respective officers, directors, agents, shareholders, agents, employees and assigns (collectively, "Indemnitee(s)") from and against any and all losses, costs, suits, proceedings, governmental investigations, claims, demands, causes of action, damages, settlements and liabilities or expenses of any kind (including, without limitation, expenses of investigation, legal costs and attorneys' fees) (collectively, "Losses") accruing, resulting or arising in connection with (i) any negligence or willful misconduct (whether by act or omission) by you, or any person acting within the control or on behalf of you, in connection with use of the Service or processing of checks and Imaged Items hereunder, including, but not limited to, the creation or transmission of any Imaged Items (including the transmission of inaccurate or incomplete images or information), the destruction of (or failure to destroy) the original check, or the failure to provide the appropriate information for an instruction via the Service, (ii) any duplicate, fraudulent or unauthorized check, Imaged Item or Substitute Check transmitted by you to AEFCU for deposit, (iii) AEFCU's action or inaction in collecting, or otherwise in connection with, an Imaged Item received from you or a Substitute Check that AEFCU produces from such an Imaged Item, (iv) your breach or alleged breach of any Rule or this Deposit Capture Agreement, including any representation, warranty or covenant made by you in this Deposit Capture Agreement, (v) any modifications or changes to the Service made by you or any third party within the control or on behalf of you, (vi) any misuse of the Service by you or any third party within the control or on behalf of you, (vii) your failure to comply with applicable state and federal laws and regulations, (viii) any failure by you to provide and maintain accurate information in this Deposit Capture Agreement, (ix) any act or omission of AEFCU that is in accordance with this Deposit Capture Agreement or instructions from you, (x) any claim of any person that is responsible for any act or omission by you, your employees or agents, or (xi) any claim by any recipient of a Substitute Check corresponding to a check processed by you hereunder, that such recipient incurred loss due to the receipt of such Substitute Check instead of the original check. You will be liable to AEFCU for any sanctions or fines imposed on AEFCU because of your violation of or non-compliance with any provision of this Deposit Capture Agreement.

b) You shall defend, at AEFCU's election, at your expense all actions or threatened actions against any Indemnitee based upon such claims or events and pay all costs and damages of and against any Indemnitee as a result of such Losses. AEFCU agrees to notify you promptly of any such action, claim or suit; provided, that failure to so notify shall not relieve you of your obligations hereunder, except to the extent such failure adversely impacts your abilities to defend such action, claim or suit. At your request and at your expense, AEFCU shall give you all reasonably requested information and assistance for defense of same. No such action or claim shall be settled or compromised by you without the prior written consent of AEFCU if such settlement or compromise in any manner indicates that AEFCU or any Indemnitee contributed to or was responsible for the cause of any such claim, or if such settlement or compromise imposes any obligations upon AEFCU or any Indemnitee, or requires AEFCU or any Indemnitee, to take any action. AEFCU shall have the right, at its expense, to be represented by its own attorney and to fully participate in the defense and/or settlement or compromise of any such action.

c) The foregoing indemnification provision is in addition to, and not a limitation of, any indemnification provided by applicable statute, in law, in equity or elsewhere in this Deposit Capture Agreement.

## 22. Limit of Liability

a) TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FURTHER LIMITATIONS SET FORTH IN THIS AGREEMENT, AEFCU'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (A) YOUR ACTUAL DAMAGES AND (B) \$1,000.

b) YOU AGREE THAT IN NO EVENT SHALL AEFCU OR ITS VENDORS, SERVICE PROVIDERS OR LICENSORS BE LIABLE, AND YOU HEREBY RELEASE AEFCU, ITS VENDORS, SERVICE PROVIDERS, LICENSORS, THEIR RESPECTIVE AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, MEMBERS, AND AGENTS FROM ALL LIABILITY, TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES, LOSSES OR INJURIES, WHETHER ANY CLAIM FOR SUCH LOSSES OR INJURIES IS BASED IN TORT OR IN CONTRACT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR SAVINGS, COSTS INCURRED AS A RESULT OF LOSS OF USE, LOSS OF TIME, LOSS OF DATA OR COST OF COVER AND ATTORNEYS' FEES) ARISING OUT OF THE USE BY YOU OF THE SERVICE OR THE FAILURE OF AEFCU OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS HEREUNDER, EVEN IF AEFCU, ITS VENDORS, SERVICE PROVIDERS OR LICENSORS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES. AEFCU, ITS VENDORS, SERVICE PROVIDERS AND LICENSORS WILL NOT BE RESPONSIBLE FOR ANY LOSSES RESULTING FROM ANY CIRCUMSTANCES BEYOND THEIR REASONABLE CONTROL.

c) Without limiting the foregoing, AEFCU shall have no liability whatsoever for:

- i. any damages, costs or other consequences caused by or related to AEFCU's actions that are based on information or instructions that you provide to AEFCU,
- ii. any unauthorized actions initiated or caused by you or your employees, subcontractors or agents,
- iii. any damages, costs or other consequences caused by or related to your acts or omissions,
- iv. the failure of third persons or vendors to perform satisfactorily,
- v. any refusal of a payor financial institution to pay an Imaged Item for any reason,
- vi. your or any other party's lack of access to the Internet or inability to transmit or receive data,
- vii. failures or errors on the part of Internet service providers, telecommunications providers or any other party's systems,
- viii. errors or failures resulting from defects in, or malfunctions of any Mobile Device or Scanner, Mobile Application or Home Office Application or other software or hardware or for the quality of performance or lack of performance of any Mobile Device or Scanner, Mobile Application or Home Office Application or other software or hardware,
- ix. any actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an Imaged Item to AEFCU,
- x. any modification of the Service by anyone other than AEFCU or its vendors, service providers, agents or representatives AEFCU without prior written consent,
- xi. any unauthorized use of the Service, transmission of electronic images to any other computer, system or media other than transmission to AEFCU for purposes of processing such electronic images,
- xii. any legal constraint or circumstances beyond AEFCU's reasonable control,
- xiii. if the Service was not working properly and you knew of the breakdown when sending the Imaged Item and deposit instruction,
- xiv. any damages, costs or other consequences caused by or related to your failure to comply with this Deposit Capture Agreement, or
- xv. any damages, costs or other consequences caused by or related to forces beyond AEFCU's reasonable control. AEFCU's liability for errors or omissions with respect to the data transmitted or printed by AEFCU will be limited to correcting the errors or omissions.

## 23. Termination/Suspension

a) AEFCU may cease to provide the Service, and terminate this Deposit Capture Agreement, at any time. AEFCU may also terminate this Deposit Capture Agreement immediately upon notice to you if one of the following occurs:

- i. you fail to perform or comply with any of the terms or conditions of this Deposit Capture Agreement (including, without limitation, confidentiality and security obligations and the representations, warranties and covenants set forth herein);
- ii. you breach any other agreement with AEFCU including, without limitation, any agreement relating to your Account(s) with AEFCU;
- iii. your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of your creditors;
- iv. in AEFCU's sole judgment, your financial condition or business is impaired or AEFCU reasonably believes that you may not have sufficient available funds in your Account(s) at the time you are required to settle transactions hereunder;
- v. in AEFCU's sole judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or
- vi. AEFCU suspects fraud or unlawful activity in connection with your use of the Service.

**b)** AEFCU may, at any time, with or without notice, suspend your access to the Service in the event that AEFCU reasonably determines such suspension is necessary in order to protect the Service or AEFCU from harm or compromise of integrity, security, reputation or operation.

### **PART III. GENERAL PROVISIONS**

**A. Governing Law.** Subject to the provisions of Part II above that may provide for the application of other laws, this Online Services and Deposit Capture Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflicts of law rules.

**B. Consent to Jurisdiction.** The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut for all purposes in connection with any action or proceeding commenced between the parties or with respect to the subject matter of this Online Services and Deposit Capture Agreement. The parties further agree that any initial service of process in connection with any legal proceeding may be served by certified mail, return receipt requested, or personal service, within or without the State of Connecticut, provided a reasonable time for appearance is allowed.

**C. Waiver of Right to Jury Trial.** AEFCU AND YOU EACH IRREVOCABLY WAIVE ALL RIGHTS EITHER MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, RELATING TO, OR IN ANY WAY CONNECTED TO THIS ONLINE SERVICES AND DEPOSIT CAPTURE AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY SERVICE OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

#### **D. Entire Agreement.**

1. This Online Services and Deposit Capture Agreement, including all attachments and agreements, documents, policies and disclosures incorporated by reference, constitutes the entire and exclusive agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. With respect to the ONLINE BANKING and BILL PAYMENT service this Online Services and Deposit Capture Agreement supplements the Member Terms and any other agreement or disclosure related to your Accounts. In the event of any irreconcilable conflict between this Online Services and Deposit Capture Agreement and the Member Terms or any other agreement or disclosure related to any of your Accounts or any statement by our employees or agents, as to matters related to the ONLINE BANKING and BILL PAYMENT service, this Online Services and Deposit Capture Agreement shall control.

2. Captions and headings in this Online Services and Deposit Capture Agreement are for convenience only and are not to be used to interpret or limit the provisions of this Online Services and Deposit Capture Agreement.

**E. Assignment.** You may not assign this Online Services and Deposit Capture Agreement or any right, responsibilities, interest or benefit under this Online Services and Deposit Capture Agreement without the prior written consent of AEFCU. Subject to the foregoing, this Online Services and Deposit Capture Agreement and any rights, interests or benefits shall be fully binding upon, inure to the benefit of and enforceable by the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the foregoing provisions shall be void. We may assign our rights and responsibilities under the Agreement or delegate any or all of such rights and responsibilities to any third parties without notice.

**F. Amendment.** AEFCU may amend the terms of this Online Services and Deposit Capture Agreement (including the fees and charges for services listed) at any time in its sole discretion by giving written notice to you, including enlargement or restriction of services available pursuant hereto. If required by this Online Services and Deposit Capture Agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments. AEFCU will make available to you a copy of any amendments upon your request, and otherwise, as and when required by applicable law. Your continued use of the service provided pursuant to this Online Services and Deposit Capture Agreement shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless agreed to in writing by an authorized representative of AEFCU.

**G. Waivers.** No delay or failure on the part of AEFCU in exercising any of AEFCU's rights under this Online Services and Deposit Capture Agreement shall constitute a waiver of such rights and no exercise of any remedy hereunder by any party will constitute a waiver of its right to exercise any other remedy hereunder, or by statute, at law or in equity. Except for changes made in accordance with this Online Services and Deposit Capture Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Online Services and Deposit Capture Agreement or will constitute a waiver of any right or duty of either party. Any single or partial exercise of a right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by AEFCU.

**H. No Third Party Beneficiaries.** Except as otherwise set forth herein, this Online Services and Deposit Capture Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Online Services and Deposit Capture Agreement, whether as a third party beneficiary or otherwise.

**I. Headings.** The headings contained in this Online Services and Deposit Capture Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Online Services and Deposit Capture Agreement.

**J. Severability.** If any provision of this Online Services and Deposit Capture Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.