American Eagle Federal Credit Union
Consumer Deposit Capture Agreement

Effective: January 3, 2013

This Consumer Deposit Capture Agreement (this "Agreement") sets forth the terms and conditions for the American Eagle Federal Credit Union Consumer Deposit Capture Service (the "Service") which is or may be made available by American Eagle Federal Credit Union ("AEFCU" or "Credit Union").

IMPORTANT: READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE OR DOWNLOADING, INSTALLING OR USING THE APPLICATION (AS DEFINED BELOW). THIS 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 APPLICATION (EACH AN "ACCEPTANCE" OF THIS AGREEMENT), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS 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.

In this Agreement the words "you", "your" and "yours" refer to the Member or anyone who applies for or uses the Service. The words "we," "us," "our", "AEFCU" and "Credit Union" refer to AMERICAN EAGLE FEDERAL CREDIT UNION.

Incorporation of other Agreements, Policies and Disclosures
Your application for use of the Service, your notification of approval of your application, the American Eagle Federal 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 below) are incorporated by reference into this Agreement in their entirety. AEFCU reserves the right to amend the Member Account Information Disclosure and the Schedule of Fees at any time with or without prior notice to you.

Both you and AEFCU will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls.

You understand that the agreements and rules and regulations applicable to your savings account, checking account, and any other account you have with AEFCU (each

an “Account”) remain in effect and continue to be applicable except as specifically modified by this Agreement.

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 Agreement and binds you to all the rules and regulations governing the use of the Service.

Definitions
Capitalized terms used in this Agreement shall have the meanings set forth below or as otherwise set forth in this Agreement or any agreement, disclosure or policy incorporated in this Agreement by reference.

“Application” means a home office client scanning software program and certificate which may be downloaded to a Scanner for use by Members in connection with the Service.

“Member” means an individual signer on an AEFCU membership account.

“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.

“Scanner” means a TWAIN compliant scanner or camera required to access the Service.

“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.

The Service

In order to qualify for the Service, you must have a checking account and be enrolled in online banking at AEFCU and be at least 18 years old. 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 Scanner acceptable to AEFCU. 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.

General Responsibilities

1. You shall maintain one or more Accounts at AEFCU for the receipt of deposits of Imaged Items.
2. 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 Agreement including any agreement, policy or disclosure incorporated into this Agreement by reference.
3. 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.
4. AEFCU may discontinue processing of Non-Verified Items at any time, without cause or prior notice.
5. 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.
6. Notwithstanding the foregoing, we may redeposit any returned Substitute Check consistent with the terms of the Member Account Information Disclosure.
7. You will ensure that checks are restrictively endorsed or otherwise processed to permit only AEFCU to acquire rights of a holder in due course in the collection process of Items.
8. You will handle, process, maintain and destroy original checks as set forth in number 15 below.
9. You will ensure that no financial institution (depositary, 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.
10. You will use the Service, including the entering, processing and transmittal of Imaged Items, in accordance with this Agreement. In addition, you will obtain at your own expense, a Scanner required to use the Service. AEFCU MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY SCANNER USED IN CONNECTION WITH THE 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.

11. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Scanner required to use the Service.
12. 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.
13. You will ensure that the Scanner 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.
14. You shall exercising 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.
15. 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 Item has been converted to a digital image and processed.
16. 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 a thorough screening process. You understand that you are responsible for any loss caused by your failure to secure the original checks.
17. 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.
18. 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 number 15).
19. When using the Service, you understand that check images captured using the Scanner may be stored on the Scanner or associated equipment or storage 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 Scanner and associated equipment or storage device remain securely in your possession until the deposit has been completed or delete associated images from the application.
20. 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.

21. 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.
22. 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 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.
23. You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.
24. 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.
25. 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 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 Agreement or any Service and to request reports from credit bureaus and reporting agencies for such purpose.

Consumer Deposit Capture Service

1. 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.
2. You will create images of the front and back of Checks by using a Scanner and Application.
3. You will enter all amounts and any other required information correctly.
4. Network speeds (3G, 4G, and WiFi) will affect the transmission of the image.
5. Upon receipt of the Imaged Item we will review the Imaged Item for acceptability.
6. 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.
7. You will maintain the appropriate Account to receive deposits and provide other specific information required by AEFCU related to the Service.

8. As set forth in this 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.
9. All deposits are subject to an initial three (3) day hold which may be extended due to items that are deemed unacceptable as stated within this Agreement.
10. Imaged Items shall be of such quality that the following information can clearly be read by sight review:
    a. The amount of the check;
    b. The payee;
    c. The drawer's signature;
    d. The date of the check;
    e. The check number;
    f. 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;
    g. 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
    h. Such other information as may be required by AEFCU.

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 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 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 Agreement. You shall not copy or reproduce, in whole or in part, the Remote Deposit Capture Materials, except as expressly authorized by this 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 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.

Confidential Information; Security

During the term of this 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.

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 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 (Confidential information; Security) shall survive the expiration, completion or termination of this Agreement.

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.

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 (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 (Confidential information; Security) and any breach would cause the disclosing party irreparable harm.

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 below).

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.

Business Day and Availability
Our business days are Monday through Friday, except holidays. 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).

Transaction Limitations of the Service

1. The maximum check amount that can be deposited is $10,000.
2. The total dollar amount of all checks is $25,000 per day.
3. You may not deposit more than 15 items in one batch and no more than 25 items in one day.

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

Unacceptable Checks for Deposit Using the Service

1. Third-party checks.
2. Checks for which you are not a holder in due course.
3. Checks over $10,000.
4. Checks with qualified or conditional endorsements (for example: "Payable to American Eagle Federal Credit Union without recourse").

5. 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).
6. Any item stamped “non-negotiable” or “this is not a check.”
7. Savings Bonds.
8. Money orders.
9. Traveler’s checks.
10. Any item issued by a financial institution in a foreign country or in foreign currency.
11. Any item that is “stale dated” or “post dated.”
12. Any item that is incomplete.
13. Any item that contains evidence of alteration to the information on the check.
14. Any item drawn on your own account.
15. Any item that has folds or torn edges.
16. 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.

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 21st 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 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.

The Credit Union’s Rights and Responsibilities

1. For all Imaged Items processed by you pursuant to this Agreement, the Imaged Items will be converted to Substitute Checks and presented for payment.
2. 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 Agreement and as otherwise established by AEFCU from time to time.
3. Unless otherwise agreed by you and us, AEFCU will process any returned items in accordance with applicable law and this Agreement including any agreement, policy or disclosure incorporated into this Agreement by reference.

4. 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.
5. 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 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.
6. 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.
7. 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.
8. 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.
9. If you fail to use the Service for a reasonable period of time, AEFCU has the right to suspend your right to use the Service or permanently terminate your right to use the Service and you will be required to re-apply to use the Service.

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.

Processing Times

1. The business days are Monday through Friday (see **Business Days**).

2. 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.
3. 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.
4. 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:
    a. AEFCU has preliminarily verified that the image quality of the Imaged Item is acceptable to AEFCU in its discretion,
    b. All Imaged Item information is complete,
    c. The deposit totals are balanced to the Imaged Item information provided for the deposit; and
    d. AEFCU has successfully performed the verification process with respect to the Imaged Item.
5. Notwithstanding the foregoing, Imaged Items received by AEFCU for deposit may be rejected by AEFCU in AEFCU's sole discretion.
6. 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.
7. All Imaged Items will be placed on hold for three (3) business days.
8. If under number 4 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.
9. 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.

Security Procedures

1. 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.
2. You shall comply with online instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, Scanner, and information provided in connection with the Service.
3. You shall limit access to any passwords and Scanner 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.
4. 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.

5. You shall accept and install all Application upgrades in a timely manner. This will require you to uninstall the previous version of software and install the newer version to operate the Service properly.
6. 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.
7. 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).
8. 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.
9. 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.

Your Representations and Warranties

You make the following representations and warranties with respect to each Imaged Item processed by you pursuant to this Agreement:

1. 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;
2. The Imaged Item contains all endorsements applied by parties that previously handled the check in any form for forward collection or return;
3. 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
4. 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.

Fees

You will pay to AEFCU any applicable fees listed on the Schedule of Fees incorporated into this Agreement and available to you by request or on our web site, 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.

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, for the most recent version.

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 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 SCANNER. 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.

Indemnification by Member

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 Agreement, including any representation, warranty or covenant made by you in this 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 Agreement, (ix) any act or omission of AEFCU that is in accordance with this 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 Agreement.

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.

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 Agreement.

Limit of Liability

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.

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.

Without limiting the foregoing, AEFCU shall have no liability whatsoever for (a) 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, (b) any unauthorized actions initiated or caused by you or your employees, subcontractors or agents, (c) any damages, costs or other consequences caused by or related to your acts or omissions, (d) the failure of third persons or vendors to perform satisfactorily, (e) any refusal of a payor financial institution to pay an Imaged Item for any reason, (f) your or any other party's lack of access to the Internet or inability to transmit or receive data, (g) failures or errors on the part of Internet service providers, telecommunications providers or any other party's systems, (h) errors or failures resulting from defects in, or malfunctions of any Scanner, Application or other software or hardware or for the quality of performance or lack of performance of any Scanner, Application or other software or hardware, (i) 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, (j) any modification of the Service by anyone other than AEFCU or its vendors, service providers, agents or representatives AEFCU without prior written consent, (k) any unauthorized use of the Service, (l) transmission of electronic images to any other computer, system or media other than transmission to AEFCU for purposes of processing such electronic images, (m) any legal constraint or circumstances beyond AEFCU's reasonable control, (n) if the Service was not working properly and you knew of the breakdown when sending the Imaged Item and deposit instruction, (o) any damages, costs or other consequences caused by or related to your failure to comply with this Agreement, or (p) 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.

Termination/Suspension

AEFCU may cease to provide the Service, and terminate this Agreement, at any time. AEFCU may also terminate this Agreement immediately if one of the following occurs: (a) you fail to perform or comply with any of the terms or conditions of this Agreement

(including, without limitation, confidentiality and security obligations and the representations, warranties and covenants set forth herein); (b) you breach any other agreement with AEFCU including, without limitation, any agreement relating to your Account(s) with AEFCU; (c) your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of your creditors; (d) 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; (e) 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 (f) AEFCU suspects fraud or unlawful activity in connection with your use of the Service. 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.

General Provisions

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflicts of law rules.

2. 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 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.

3. 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 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 ACKNOWLEGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

4. This Agreement, including all attachments and agreements, documents, policies and disclosures incorporated by reference, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

5. AEFCU may amend the terms of this Agreement (including the fees and charges for services listed) at any time in its sole discretion by giving written notice to you. If required by this Agreement or by applicable law, notice will be given for the required

applicable number of days in advance of such amendments. Your continued use of the Service 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.

6. You may not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of AEFCU. Subject to the foregoing, this 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.

7. Except as otherwise set forth herein, this Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise.

8. The headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

9. No delay or failure on the part of AEFCU in exercising any of AEFCU's rights under this 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 Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

10. If any provision of this 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.