

Remote Deposit Capture Agreement

DEFINITIONS

In this Remote Deposit Capture Agreement ("Agreement"), the words "We," "Us," "Our," and "Credit Union" mean FIREFIGHTERS & COMPANY FEDERAL CREDIT UNION, whereas the words "You," "Your," and "Accountholder" mean the depositor. The word "Processor" means the party(ies) designated to process the transactions contemplated by both Accountholder and Credit Union pursuant to this Agreement. The remote deposit capture service will hereinafter be referred to as "Service." The word "Software" means the application and/or program necessary to capture images of paper checks and transmit those images and associated deposit information to Credit Union or Credit Union's designated Processor, whereas the word "Hardware" means the device, machine and/or equipment also necessary to capture images of paper checks and to transmit those images and associated deposit information to Credit Union or Credit Union's designated Processor. The terms Credit Union and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Credit Union including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The word "Check" means those checks that are not classified as prohibited. To the extent applicable, read singular pronouns in the plural.

SERVICE

The Service is designed to allow You to initiate the deposit of Checks remotely to Your share draft/checking account(s) and/or other deposit accounts that You may have with Us, from home or other remote locations through the use of an internet connection, and the designated Software and Hardware.

Describe Software & Hardware Requirements

ANY STANDARD IPHONE, ANDROID PHONE, OR TABLET THAT HAS SCAN CAPABILITIES AND INTERNET ACCESSIBILITY.

You acknowledge and agree that any transaction You make pursuant to this Agreement and the Service is not an Electronic Fund Transfer as that term is defined in the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*) or Regulation E (12 CFR 1005.1 *et seq.*). You further acknowledge and agree that the Software and Hardware used must capture an image of both the front and back of each Check to be deposited in accordance with the procedures outlined in this Agreement ("Procedures"). After capture of the front and back images and all other required data and information from the paper Check, You will transmit, via the internet, the requisite images and all other required data and information from or pertaining to the Check to Credit Union or Processor using the required Software and Hardware. Subject to compliance with the terms, provisions and conditions of this Agreement, Credit Union will provisionally credit the account or accounts designated by You for the amount of the deposit(s) on the business day following the business day of the deposit, and will enter the images of the Checks into the collection process in accordance with the provisions of Credit Union's deposit account agreement pertaining to the account(s) into which a deposit is to be made, and this Agreement.

ACCEPTANCE

Your use of this Service constitutes Your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify You of any material change via e-mail, text message, or on Our website by providing a link to the revised Agreement or by an online secure message. If required by this Agreement or by applicable law, notice will be given not later than the applicable required number of days in advance of each such material change. You will be prompted to accept or reject any material change to this Agreement the next time You use the Service after the Credit Union has made the change. Your acceptance of the revised Agreement along with the continued use of the Service will indicate Your consent to be bound by the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate Your acceptance of any such changes to the Service. No changes requested by You shall be effective unless received and agreed to in writing by Credit Union.

Should You fail or refuse to pay any charges under this Agreement, You agree to pay all costs of collection, including reasonable attorney's fees, that may be incurred by Credit Union. In addition to the Service fees, You agree to pay all taxes,

tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the Software or Hardware. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

ELIGIBLE ITEMS AND SECURITY INTEREST

You agree to scan and deposit only those checks that are not classified as prohibited, as defined below. You agree that the image of the Check ("Image") that is transmitted to Credit Union (each such Check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code (1990 Official Text).

The following checks or other items are prohibited from being deposited into Your account(s) pursuant to this Agreement (each a "Prohibited Check" and, collectively, "Prohibited Checks"):

1. Checks or items payable to any person or entity other than the person or entity that owns the account in which the check is being deposited;
2. Checks or items containing an alteration to any of the fields on the front of the check or item, or which You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
3. Checks or items payable jointly not in the alternative, unless deposited into an account in the name of all payees;
4. Checks or items previously converted to a substitute check, as defined in Regulation CC (12 CFR 229.2 *et seq.*) or which are "image replacement documents" that purport to be substitute checks;
5. Checks or items drawn on a financial institution located outside the United States;
6. Checks or items that are remotely created checks, as defined in Regulation CC (12 CFR 229.2 *et seq.*);
7. Checks or items not payable in United States currency;
8. Checks or items dated more than six (6) months prior to the date of deposit;
9. Checks or items prohibited by the Credit Union's current procedures related to this Service or which are otherwise not acceptable under the deposit account agreement governing Your Credit Union account;
10. Checks or items payable on sight or payable through Drafts, as defined in Regulation CC (12 CFR 229.2 *et seq.*);
11. Checks or items with any endorsement on the back other than that specified in this Agreement;
12. Checks or items that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution;
13. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department; and
14. Money Orders or Postal Money Orders.

If You deposit a Prohibited Check, You agree to indemnify and reimburse Credit Union for, and hold Credit Union harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Credit Union may incur associated with any warranty, indemnity or other claim related thereto.

You grant Credit Union a security interest in all of Your accounts or other deposits (whether general or special, but excluding any IRA, Keogh or similar tax-favored deposit account) at the Credit Union, and in all funds in such accounts or other deposits, to secure Your obligations to Credit Union under this Agreement. This security interest will survive termination of this Agreement.

HARDWARE AND SOFTWARE

In order to use this Service, You must obtain and maintain, at Your sole cost and expense, a compatible mobile device (e.g. internet enabled smart phone or tablet) and/or other Hardware and Software that meets all technical requirements, as specified by the Credit Union from time to time, for the proper delivery of the Service and that fulfills Your obligation to obtain and maintain secure access to the internet. The Credit Union is not responsible for any third party Software You may need to use this Service. Any such Software is accepted by You "as is" and is subject to the terms and conditions of the software agreement You entered into directly with the third-party software provider at time of download and installation. You understand and agree You may also incur, and shall pay, any and all expenses related to the use of the Service, including,

but not limited to, telephone, mobile data, or internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. You understand and agree that You are solely responsible for the operation, maintenance and updating of all Hardware, Software and services used in connection with the Service and the cost thereof, and You hereby agree that You will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. Credit Union is not responsible for, and You hereby release Credit Union from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the internet. Credit Union is not responsible for, and You hereby release Credit Union from, any and all claims or damages resulting from, or related to, defects in or malfunctions of Your Hardware or Software, or failures of or interruptions in any electrical, telephone, mobile data, or internet services. Credit Union hereby advises You, and You hereby agree to scan Your mobile device and/or computer hardware and software on a regular basis using a reliable virus detection product in order to detect and remove such viruses.

ENDORSEMENTS AND PROCEDURES

You agree to restrictively endorse any Check transmitted through the Service with Your name and the legend "For Mobile Deposit Only – Firefighters & Company Federal Credit Union, or FFCOCU, Account Name _____, Account No. _____," or as otherwise instructed by the Credit Union. By way of example and not of limitation:

For Mobile Deposit Only

Firefighters & Company Federal Credit Union Account Name: _____ Account No.:

or

For Mobile Deposit Only

FFCOCU

Account Name: _____ Account No.:

You shall scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and any other required data from each Check and transmit the Images to be deposited and all other required data and information from or pertaining to such Checks to Credit Union or its Processor in accordance with the Procedures. Credit Union reserves the right to amend the Procedures, with or without prior notice to You. You agree to comply at all times with Our secure login procedures established for online account access and Our security procedures, and to safeguard the

confidentiality and security of such security procedures and all other proprietary property or information Credit Union provides to You in connection with the Service and to notify Credit Union immediately if You have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the security procedures are not designed for the detection of errors. Credit Union is not, and will not be, obligated to detect errors by You or others, even if Credit Union takes certain actions from time to time to do so. To ensure accuracy, You shall key the amount of each Check prior to transmitting the deposit in accordance with the Procedures. You may send multiple deposits to Credit Union or Processor throughout the day, not to exceed the deposit limits set forth in the below provision titled Deposit Limitations.

IMAGE QUALITY

Each Image of a Check transmitted to the Credit Union through the use of this Service must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, each Image of each Check must be of such quality that the following information can be clearly read and understood by sight review of such Image:

1. The amount of the Check;
2. The payee of the Check;
3. The signature of the drawer of the Check;
4. The date of the Check;
5. The Check number;
6. The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
7. All other information placed on the Check prior to the time an Image of the Check is captured, such as any required identification written on the front of the Check and required endorsements applied to the back of the Check.

You shall ensure the scanned Image of the Check transmitted to Us includes the full-field MICR encoding on each Check, as well as:

1. The American Bankers Association routing transit number ("RTN");
2. Number of the account on which the Check is drawn;
3. When encoded, the amount of the Check; and
4. When encoded, the serial number and the process control field of the Check.

Each Image shall also comply with any other requirements established from time to time by the Credit Union, and shall meet all standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.

FEES

A fee may be charged for this Service. You are responsible for paying the fees for the use of this Service. Any fee that is charged will be disclosed in an accompanying fee schedule provided concurrent with or prior to Your receipt of this Agreement. The Credit Union may change the fees for use of this Service at any time pursuant to the section above titled "Acceptance." You authorize the Credit Union to deduct any such fees from any Credit Union account in Your name, even if such deduction causes an overdraft in that account.

DEPOSIT RECEIPT AND NOTIFICATION

You agree that You shall be solely liable for, and Credit Union shall not have any liability whatsoever to You for, any deposit or the Images or other information contained therein that are not received by Credit

Union or for deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that Credit Union has no obligation to accept a deposit and, therefore, We reserve the right to reject any deposit or the Images or other information contained therein transmitted through this Service, at Our discretion, without liability to You. Credit Union has no obligation to notify You of the rejection of a deposit or the Images or other information contained therein and shall have no liability to You for failing to do so. You agree to accept an electronic notification regarding the status of Your transmitted deposits or the Images or other information contained therein, including any notification of holds placed on the deposit or any Image contained therein. A deposit is considered received by Credit Union when a complete copy of the deposit has been written on a Credit Union electronic storage device in conformity with Credit Union's technical and operational requirements. To meet the Cut-Off Time (as defined below), the deposit must be received by Credit Union prior to the Cut-Off Time and successfully pass the edits for conformity with the technical requirements. For purposes of determining when a deposit has been delivered and received, Credit Union's records shall be determinative. Upon receipt of a deposit, Credit Union will send a confirmation that We have received the deposit. Your receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to Your account.

Upon receipt of a deposit submitted by You, Credit Union may examine such deposit and the Images and other information contained therein to ensure that You have complied with this Agreement and followed the Procedures. If Credit Union determines that You have not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the deposit, Credit Union, in its sole discretion, may either reject the deposit or elect to correct the error and accept and process the corrected deposit (a "Corrected Deposit"). As a form of correction, Credit Union may credit Your account for the full amount of the deposit and make any necessary adjustments to the account to correct the error. Credit Union may, at its sole and exclusive option, also perform a risk management analysis of one or more deposits submitted by You to detect potentially fraudulent Checks, and, in its sole discretion, Credit Union may reject any such deposit or the Images or other information contained therein. If, after examination of a deposit and the Images and other information contained therein, Credit Union determines that You have complied with this Agreement and processed and transmitted the deposit in accordance herewith and with the Procedures, the Credit Union shall accept the deposit for deposit to Your account. Notwithstanding the fact that the Credit Union has accepted such a deposit for processing, any credit made to Your Account will be provisional, and You shall remain liable to Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Credit Union.

AVAILABILITY OF FUNDS.

You agree that deposits transmitted using this Service are not subject to the funds availability requirements of Regulation CC (12 CFR 229.1 *et seq.*). For purposes of this Agreement, every day is a business day, except Saturdays, Sundays and Federal Holidays. Deposits received before 3:00 pm Eastern Time on a business day that We are open will be considered to have been received on that day, whereas deposits received after 3:00 pm Eastern Time on a business day that We are open will be considered received on the following business day We are open. Credit Union reserves the right to change the time, and any such change shall be effective immediately and may be implemented prior to Your receipt of notice thereof. You may contact Credit Union at any time to verify the time that is currently in effect. Upon acceptance of the deposit, Credit Union shall provisionally credit to Your account the total amount of the Corrected Deposit or the accepted deposit, as applicable, all of which means that the credit is made to Your account subject to final payment of the Checks and subject to the Credit Union's account agreement, account disclosures and any other related documents and disclosures. Our policy is to make funds from Your deposits available to You on the 5th business day after the day We receive Your deposit. Once the funds are available, You can withdraw them in cash and We will use them to pay share drafts

and checks that You have written. Even after We have made funds available to You and You have withdrawn the funds, You are still responsible for any Checks You deposit and that are returned to Us unpaid, and for any other problems involving Your deposit.

LAWS, RULES, AND REGULATIONS

You agree to comply with all existing and future operating procedures used by Credit Union for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization and any other clearinghouse or other organization in which Credit Union is a member or to which rules Credit Union has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

PRESENTMENT

The manner in which the Images are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion subject to the Rules and Credit Union's account agreement, account disclosures and any other related documents and disclosures. Credit Union, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Credit Union's selection of the clearing agents shall be considered to have been designated by You.

MAINTENANCE AND DISPOSAL OF TRANSMITTED CHECKS

You shall clearly and legibly mark the original check "Processed" after You have completed the process of scanning the Check in accordance with the section of this Agreement titled Endorsements And Procedures. Upon Your receipt of a confirmation from the Credit Union that We received Your transmitted Image, You agree to securely store the original Check for a period of fourteen (14) calendar days from the date of the Image transmission. During said fourteen (14) day period, You shall take appropriate security measures to ensure that:

1. Only authorized persons shall have access to original Checks;
2. The information contained on such Checks shall not be disclosed;
3. Such Checks will not be duplicated or scanned more than one time; and
4. Such Checks will not be deposited or negotiated in any form.

Upon expiration of the fourteen (14) day period, You shall destroy the original Check You transmitted as an Image using commercially reasonable methods of destruction that will result in the paper-based Item from being able to be processed, and all sensitive personal and financial information undecipherable.

You hereby indemnify Credit Union for, and hold Credit Union harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by You. During the retention period, You agree to promptly (but in all events within five (5) business days) provide the original Check to the Credit Union upon request.

DEPOSIT LIMITATIONS

We may establish limits on the dollar amount and/or number of Check Images or deposits from time to time. If You attempt to initiate a deposit in excess of these limits, We may reject Your deposit. If We permit You to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and We will not be obligated to allow such a deposit at other times. The transaction limitations that are presently in effect are set forth below:

Dollar Limit

Number Limit

Per Deposit

\$5,000

Per Day

\$5,000

Per 7-Consecutive-Day Period

n/a

n/a

\$20,000

n/a

We reserve the right to change these limits. Any such change shall be effective immediately and may be implemented prior to Your receipt of notice thereof. You may contact Us at any time to verify the current limits.

RETURN OF CHECKS AND CHARGEBACKS

If any Check deposited by You is dishonored or otherwise returned unpaid by the drawee, or returned by a clearing agent for any reason including, but not limited to, issues relating to the quality of the Image, You understand and agree that since You either maintain the original Check or have destroyed the original Check in accordance with the Maintenance And Disposal Of Transmitted Checks section of this Agreement, the original Check will not be returned and that Credit Union

may chargeback an image of the Check to Your account. You further understand and agree the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by the Credit Union, You agree not to deposit the original Check if an Image or other debit as previously described is charged back to Your account. We further reserve the right to chargeback to Your account at any time, any Check We subsequently determined was a Prohibited Check. You agree the Credit Union is not liable for any loss, costs, or fees You may incur as a result of Our chargeback of a Prohibited Check.

ERRORS OF CHECKS DEPOSITED

You agree to notify the Credit Union of any suspected errors regarding Checks deposited through this Service right away, and in no event later than thirty (30) calendar days after the applicable Credit Union account statement is sent. Unless You notify the Credit Union within thirty (30) calendar days, such statement regarding all deposits made through the Service shall be deemed correct, and You are prohibited from bringing a claim against the Credit Union for such alleged error.

UPDATE NOTICE

You shall provide written notice to Credit Union of any changes to the information previously provided by You to Credit Union. Such notice must be received by Credit Union within five (5) business days of the change. You shall provide any additional information requested by Credit Union within five (5) calendar days of such request. Credit Union retains the right to: (i) review Your Checks, deposits and activities from time to time; and (ii) re-price or terminate the Service based on changes to information You previously provided to Credit Union.

CREDIT UNION'S DUTIES AND RESPONSIBILITIES

Credit Union's duties and responsibilities are limited to those described in this Agreement, the deposit account agreement, and any other agreements governing the accounts. Credit Union will use commercially reasonable care in performing its responsibilities under this Agreement. You agree to monitor Your account balances and charges, to promptly notify Credit Union if any periodic statement conflicts with Your records, and to refrain from acting on information You have reason to believe is erroneous. In all instances, Credit Union's and, if the services of a third-party provider are utilized in the provision of the Service, such third party's sole liability to You shall be limited to the correction of any errors made. Credit Union shall not be responsible for suspension of performance of all or any of its

obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between You and Credit Union or Credit Union and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Credit Union's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Credit Union's control or other conditions or circumstances not wholly controlled by Credit Union, which would prohibit, retard or otherwise affect Credit Union's complete or partial performance under this Agreement.

INTERNET DISCLAIMER

Credit Union does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Credit Union's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Your connections to the Internet (or portions thereof). Credit Union cannot guarantee that such events will not occur. Accordingly, Credit Union disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Credit Union be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Your or Our ability or inability to connect to the Internet.

CONTINGENCY PLAN

You agree that, in the event You are not able to capture, process, produce or transmit a deposit to Credit Union, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, You will deposit the original Checks in a manner consistent with other methods for making deposits provided by Credit Union (such as transporting the originals of all Checks to the nearest office of the Credit Union or an ATM and depositing the original Checks with the Credit Union or in the ATM, or mailing the Checks to the Credit Union) until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Credit Union shall not be liable to You for any loss or damage of any nature sustained by You as the result of Your inability to use the Service. The deposit of original Checks at an office of Credit Union or in an ATM shall be governed by the terms and conditions of the deposit account agreement and not by the terms of this Agreement.

FINANCIAL INFORMATION

Credit Union may from time to time request information from You in order to evaluate a continuation of the Service to be provided by Credit Union hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Credit Union, in the form required by Credit Union. You authorize Credit Union to investigate or reinvestigate at any time any information provided by You in connection with this

Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose. If You refuse to provide the requested financial information, or if Credit Union concludes, in its sole discretion, that Your credit risk is unacceptable, or if You refuse to give Credit Union access to Your premises, to the extent such access is permitted by applicable law, Credit Union may terminate the Service according to the provisions hereof.

USER WARRANTIES

In addition to any other warranties contained in this Agreement, You warrant to Credit Union that:

1. You will only deposit Checks that are authorized by this Agreement, the Procedures and the deposit account agreement governing Your account.
2. You will not: (i) create duplicate Images of the Checks; (ii) transmit a duplicate Image to Credit Union; or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Check(s).
3. No subsequent transferees of the Image(s), including but not limited to Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.
4. Each Image You transmit to Credit Union contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement.
5. All data and other information You provide to the Credit Union, including, but not limited to, data contained in the MICR line of each Check is complete, accurate and true and complies with the requirements of this Agreement.
6. You will comply with this Agreement and all applicable rules, laws and regulations.
7. You are not aware of any factor which may impair the collectability of the Check.
8. This Agreement is valid and enforceable against You in accordance with its terms, and the entry into, and performance of this Agreement by You will not violate any law, or conflict with any other agreement, to which You are subject.
9. There is no action, suit, or proceeding pending or, to Your knowledge, threatened, which if decided adversely, would affect Your financial condition or if applicable, operations.
10. All Checks and Your transactions are, and will be, bonafide. All signatures on Checks are authentic and authorized.
11. You agree to indemnify and hold harmless Credit Union from and against any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of Your warranties, representations and/or obligations under this Agreement or any other agreement between You and Credit Union, including, but not limited to, the terms and conditions governing Your account. The terms of this paragraph shall survive the termination of this Agreement.

COOPERATION WITH INVESTIGATIONS

You agree to cooperate with the Credit Union in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of Checks deposited through the Service in Your possession and Your records relating to such Checks and transmissions.

INDEMNIFICATION AND LIABILITY; THIRD PARTY CLAIMS

In addition to any other indemnifications contained elsewhere in this Agreement, You hereby indemnify Credit Union and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the

Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from:

- 1. Your failure to report required changes;**
- 2. Your transmission of incorrect data to Credit Union;**
- 3. Your failure to maintain compliance with the Rules;**
- 4. Credit Union's provision of the Service;**
- 5. Credit Union's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person Credit Union reasonably believes to be You;**
- 6. Your breach of any of Your representations, warranties, covenants or other agreements or responsibilities under this Agreement; and/or**
- 7. Your breach or violation of any Rules, provided, however, You are not obligated to indemnify Credit Union for any damages solely and proximately caused by Credit Union's gross negligence or willful misconduct.**

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