



Apple Federal Credit Union Mobile Deposit Disclosure and Agreement

This Mobile Deposit Services Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit services ("Mobile Deposit") offered by Apple Federal Credit Union ("Credit Union"). The words "we," "us," and "our" all are references to Apple Federal Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. The word Mobile Deposit means the remote deposit capture service offered by Apple Federal Credit Union. By using the Mobile Deposit service or clicking the electronic signature "acceptance" below, you and any joint owners or authorized users of your account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Mobile Deposit services are offered for the purpose of converting original checks to substitute checks; as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Apple Federal Credit Union and for processing and presentment to a collecting or paying financial institution. The Mobile Deposit service is subject to the following terms and conditions and to the instructions, rules, and terms contained within the service and incorporated by reference herein. The terms, provisions, and conditions of this Agreement do not replace, but supplement, any and all other agreements (now or in the future) that govern any of your accounts at the Credit Union. To the extent applicable, the terms of other agreements with us are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and any other agreement governing your accounts, the terms of this Agreement shall control.

1. MOBILE DEPOSIT SERVICE

1.1 Mobile Deposit Capture Process. Subject to the terms, provisions and conditions of this Agreement, the Credit Union will provide Mobile Deposit to you. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by photographing the original checks and delivering the digital images and associated deposit information ("images") to our processor or us with your Mobile Device. The Credit Union's processing agent shall perform an image quality assessment of the submitted checks or items and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by Credit Union, at its sole discretion. The Credit Union reserves the right to select the clearing agents through which Credit Union clears items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which the Credit Union is a party.

1.2 Checks Deposited and Security Interest. You agree that you will only photograph and deposit a check as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that the image of the check that is transmitted to the Credit Union shall be deemed an "item" as that term is used in the Uniform Commercial Code (1990 Official Text). You agree that you will not use Mobile Deposit to deposit a check or any other items that: (a) are payable to any person or entity other than an owner of the Account to which the item is to be deposited; (b) are drawn, or otherwise issued by you or any person or entity affiliated with you including another owner or joint account holder-(c) are prohibited by the Credit Union's then current procedures governing the use of Mobile Deposit service or your Account or are in violation of any law, rule or regulation; (d) you know or suspect, or should know or suspect, is a forged or fraudulent item or not otherwise authorized by the owner of the account on which the item is drawn; (e) has been previously deposited whether as an original item, substitute check or image replacement document, without the Credit Union's express written consent; (f) are drawn on financial institutions located outside the United States (including the District of Columbia); (g) is a Remotely Created Check as that term is defined in Regulation CC, or (h) which are not acceptable to the Credit Union for deposit into an Account at the Credit Union under its then current rules (collectively "Prohibited check"). If you deposit a Prohibited check into an Account using Mobile Deposit, you agree to indemnify and hold the Credit Union harmless from and against any and all losses, costs and expenses (including reasonable attorney's fees) the Credit Union may incur associated with any warranty, indemnity or other claim arising from or related thereto. You grant us a security interest in all funds now or in the future held by the Credit Union in your account(s) to secure your obligations under this Agreement. You agree that we may place an exception hold of up to **14 calendar days** in the event you terminate this Agreement to permit the Credit Union to satisfy any chargeback or return obligations arising out of or related to the use of Mobile Deposit by you. We may terminate your Mobile Deposit service at any time, in our sole discretion, if we determine your use of Mobile Deposit is inconsistent with safe and sound banking practices.

1.3 Funds Availability. Funds from deposited items will be available according to Credit Union's Regulation CC funds availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited using the Mobile Deposit service are considered received by the Credit Union when the Mobile Deposit capture system expressly indicates that the check images were received by, or delivered to, the Credit Union. You agree that the photographing and transmitting of checks does not constitute receipt by the Credit Union. Mobile Deposits confirmed as received before 3 p.m. EST on a business day will be credited to your account the same day. Deposits confirmed received after 3 p.m. EST received on holidays or non-business days will be credited to your account on the following business day. For the purpose of establishing funds availability, your deposits via the Mobile Deposit session are deemed to be received by the Credit Union at the time the system indicates a transaction is successfully completed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors.

Business Days. Our business days are Monday thru Friday, except holidays.

1.4 Deposit Acceptance. You agree that the Credit Union may at any time, at its sole discretion, refuse to accept deposits of checks from you using the Mobile Deposit service. In the event that the Mobile Deposit capture services are interrupted or are otherwise unavailable, you may, at your option, deposit checks in-person at a Credit Union branch, via night drop, U.S. mail or any other contractually acceptable method.

1.5 System Requirements. You understand that you must at your sole cost and expense, obtain and use a mobile device that meets all technical requirements for the proper delivery of Mobile Deposit and fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree that you may also incur and pay any and all expenses related to the use of Mobile Deposit, including but not limited to telephone data service or Internet service charges.

1.6 Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone, 703-788-4800 or 800-666-7996 (toll-free) and with written confirmation if you learn of any loss or theft or original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

2. MEMBER ACCOUNT

2.1 Member Account. You must designate a Credit Union savings, or checking account, subject to Credit Union approval, as the settlement account ("Settlement Account") to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the Mobile Deposit service. Each Mobile Deposit transaction will appear on your periodic statement with other transactions in your Settlement Account and also may be seen through access to your NetBranch Online Banking service. You are responsible for auditing and balancing of all transactions in your Settlement Account.

2.2 Responsibility for Images. You must properly install and use all apps/software required by this Agreement for Mobile Deposit Services. Each item to be deposited using Mobile Deposit must be restrictively endorsed on the back of the item at the top "For Mobile Deposit Only". You must photograph the front and back of each item using the Mobile Deposit option within the Apple FCU Mobile App to capture the image and MICR encoding on, and other required data from each Check. The Credit Union may, at its option, change the procedures, which are effective immediately upon sending notice to you unless otherwise indicated. The Credit Union may: (a) amend the Procedures from time to time and you agree the Credit Union may provide a copy of the new Procedures in writing or electronically to you; You agree at all times to observe the requirements of the security procedure(s) and to keep them confidential. If you have any reason to believe that the security procedures, your use of Mobile Deposit or other security breaches have occurred, you will promptly notify the Credit Union at: 703-788-4800 or 800-666-7996 (toll-free). You may be asked to provide your claim in writing.

2.3 Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

2.4 Deposit Requirements and Limits. You agree that Mobile Deposit services will only be used to deposit checks drawn on financial institutions within the 50 United States (including the District of Columbia and excluding all other territories). You will deposit any checks not meeting this requirement in-person at a Credit Union branch, via night drop or by U.S. mail.

You must meet certain account qualifications to use the Mobile Deposit service. To review these, visit AppleFCU.org/MobileDeposit. If at any time you fail to meet any of these criteria, the credit union at its discretion can terminate service without warning.

You may send multiple Mobile Deposit checks to the Credit Union in any one day. For Mobile Deposit limits, visit AppleFCU.org/MobileDeposit. If the total dollar value of the Mobile Deposit checks sent to the Credit Union exceeds the Deposit Limit, the Credit Union may, at its option, refuse to accept the Mobile Deposit checks in excess of the Deposit Limit.

2.5 Check Retention & Destruction. You agree that all items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and with the instructions in the Help File. After receipt by the Credit Union, any item transmission by you meant for deposit to your account, will be acknowledged by the Credit Union using electronic means. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited using Mobile Deposit for a reasonable period of time in order to verify settlement and credit, or to balance periodic statements, but in no case beyond 120 days from the date processed (the "Retention Period")- after which, you shall properly destroy and dispose of such original checks. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by your employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. When you destroy, and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (i.e., through the use of competent copying equipment). It is suggested that each item presented using Mobile Deposit be marked "Processed" or "Imaged" on the face of the item during the processing of the item to limit the likelihood of double entry. It is further suggested that appropriate security procedures include limiting access to the checks to authorized persons and preventing copying of additional items presented using Mobile Deposit. If the original item is still in existence, you agree to promptly provide the item upon request by the Credit Union.

2.6 Image and MICR Quality. In addition to the requirements of the Mobile Deposit, you agree that each Item photographed and deposited by you to your account will be of such quality and image that the following information can be clearly read and understood by sight review of the Item:

- a) The amount of the Item;
- b) The payee of the Item;
- c) The signature of the drawer of the Item;
- d) The date of the Item;
- e) The number of the Item;
- f) The information identifying the drawer and the paying financial institution that is preprinted on the Item, including the MICR line containing the ABA routing and transit number, the number of the account on which the Item is drawn, when encoded, the amount of the Item, and when encoded, the serial number and process control field of the Item;
- g) All other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item.

Each Mobile Deposit check shall also meet the requirements for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve System or any other regulatory agency or clearing house or association.

2.7 Receipt of Mobile Deposit Checks. You agree that you are solely liable for, and the Credit Union shall have no liability to you or anyone else for, any Mobile Deposit checks or images of Items or other information contained on an Item that is not received by the Credit Union. You also agree that the Credit Union is under no obligation to accept a Mobile Deposit check and may reject any Mobile Deposit check you submit for any reason. Including but not limited to issues of security and safety and the Credit Union is not obligated to notify you that a Mobile Deposit check has been rejected. You may always negotiate the Mobile Deposit in person or through other means. Notwithstanding acceptance of a Mobile Deposit check by the Credit Union, any credit to your account(s) will be provisional, and you will remain liable to the Credit Union for any errors, inaccuracies, breach of warranties or any other loss or claim against the Credit Union arising from or related to the Mobile Deposit service.

2.8 Presentment Prohibitions. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit using Mobile Deposit check capture service or (ii) any original check, the Substitute Check of which has already been presented for deposit to any account. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this Subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of or related to any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. In the event that the funds in your account are insufficient, there may also be a fee assessed (refer to the current Fee Schedule at AppleFCU.org/FeeSchedule). You further acknowledge that you and not the Credit Union are

responsible for the processing and handling of any original items which are imaged and deposited utilizing the service, and that you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

2.9 Member's Representations and Warranties. You represent and warrant:

1. Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
4. There are no other duplicate images of the original check.
5. The original check was authorized by the drawer in the amount stated in the original check and to the payee(s) stated on the original check.
6. You are authorized to enforce and obtain payment of the original check.
7. You have possession of the original check and no party will submit the original check for payment.
8. That you will assist the Credit Union and its processor in providing the Mobile Deposit services and resolving any errors, disputes or other issues related to Mobile Deposit.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

2.10 Financial Responsibility. You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the Procedures described in materials for use of the Mobile Deposit service. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

3. CREDIT UNION'S OBLIGATIONS

3.1 Financial Data. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the member number, password, or other identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Mobile Deposit service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or your instructions by your employees, agents or other third parties.

3.2 Service Availability. You understand that Mobile Deposit service availability is at all times conditioned upon the corresponding operation and availability of those services and systems used in communicating your instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of such services or any part, thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union including but not limited to Internet service interruption, war, epidemic, strike or work stoppages, electric power disruption or shortage, telecommunications failure or computer failure.

3.3 Exception Items. When the Credit Union reviews and processes your Mobile Deposit checks, as noted above, the Credit Union may reject any Mobile Deposit checks or Item that the Credit Union, in its sole discretion, determines to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, money orders, traveler's cheques, savings bonds, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. The Credit Union is not obligated to but may in its sole discretion notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with the Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligation to the Credit Union.

3.4 Reports. The Credit Union shall provide you with transaction history via NetBranch Online Banking detailing items processed, return items and deposit adjustments.

4. SERVICE FEE. Currently, there is no monthly fee for the Mobile Deposit service. You agree to pay all fees and charges for deposit services as set forth on the Fee Schedule. All Service Fees are subject to change by the Credit Union upon thirty (30) days written notice to the membership.

5. WARRANTIES; DISCLAIMER OF WARRANTIES

5.1 Service Warranty. When you use the Mobile Deposit service, you perform the function of converting an original check to a substitute check. Therefore, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check and that the converted check clearly and accurately represents the information on the front and back of the original check. The Credit Union and its agents may, but shall have no obligation, to screen items or Substitute Checks for legal compliance. You agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to any such substitute checks.

5.2 DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

6. CREDIT UNION'S LIABILITIES

6.1 Direct Damages. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

6.2 Member's Duty to Report Errors. You shall notify the Credit Union of any errors, omissions or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one (1) business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to Member which reflects the error. Your failure to notify the Credit Union of any error, omission or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy. You may report such errors by calling: 703-788-4800 or 800-666-7996 (toll-free) or by writing to: Apple FCU, P.O. Box 1200, Attn: NetBranch Operations, Fairfax, VA 22038.

The best way to notify us of any error is by calling the number above.

6.3 Credit Union's Performance. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that the Credit Union's systems and procedures established for providing the Services are commercially reasonable. You shall defend, indemnify, and hold Credit Union harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Services.

6.4 Limitation. The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

1. The Credit Union receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
3. The Credit Union suspects a breach of the Security procedures;
4. The Credit Union suspects that the Member account has been used for illegal or fraudulent purposes;
or
5. The Credit Union reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by the Credit Union, or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses and other compensation owing to Member shall be limited to the total fees paid by you to the Credit Union for the Credit Union's failure to perform, resulting in such liability in the two (2) month period preceding the date the claim accrued. The Credit Union shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will the Credit Union be liable for any indirect, consequential, punitive or special damages. The Credit Union will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

7. FORCE MAJEURE

The Credit Union shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

8. TERMINATION

Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate your access to the Service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or the Credit Union from harm or compromise of integrity, security, reputation or operation. The Credit Union's security interest in your Accounts will continue until the expiration of any time period for return of any an Item on which you may be liable.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) your failure to abide by or perform any obligation imposed upon you under this Agreement; (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence by you or any of your representatives involving use of the service; (c) you or your employees, consultants and/or agents actions, omissions or commissions, relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense; provided further, that you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

10. MODIFICATION OF SERVICES. The Credit Union reserves the right to modify the Mobile Deposit services from time to time without making prior notice to you.

11. NOTICE. Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

12. Accountholder's Indemnification Obligation.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Vertifi Software, LLC (Vertifi), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

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