ELECTRONIC DEPOSIT AGREEMENT

This Electronic Deposit Agreement (as amended and/or supplemented, this "**Agreement**") governs Member's use of the credit union's Remote Deposit Capture Services ("**Services**"). The Services use software ("**Third Party Software**") provided by one or more third parties (each a "**Third Party**"). The credit union offers the Services under this Agreement only in association with one or more Member deposit (share) accounts maintained at the credit union. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any account maintained by Member at the credit union or any other Services utilized by Member; whether now or in the future. Member's use of the Services is Member's acknowledgement of and acceptance of the following terms and conditions.

In this Agreement, the words "we," "us," "our," "you," "your" and "credit union" mean Wings Credit Union and the words "I," "me," "my" and "Member" mean the Member(s) that applied for and/or uses any of the Services described in this Agreement. My application for use of the Services, the credit union's notification of approval of my application, and the Membership Service Agreement **("Membership Agreement**") and related account agreement and disclosures are hereby incorporated into and made a part of this Agreement.

TERMS AND CONDITIONS

1. **Use of the Services**. Following receipt of the credit union's notification approving my use of the Services, I am authorized by the credit union to remotely deposit paper checks I receive to my account with the credit union (the "**Account**") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Agreement. I agree to comply with the hardware and software requirements set forth under Supported Devices which can be found at WingsCO.com. Upon receipt of the digital image, the credit union will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify the credit union against any loss you suffer because of your acceptance of the remotely deposited check.

2. **General Description of Services.** Subject to the terms, provisions and conditions of this Agreement, the credit union shall provide the Services to Member, which allows Member to electronically make deposits to Member's checking, savings and money market account (each such deposit account is an "**Account**" and, collectively, the **"Accounts**") through Member's mobile device capable of capturing check images and information required hereby to the credit union or the credit union's designated processor (a "**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 the credit union including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The camera-enabled mobile device (a) must capture an image of the front and back of each check to be deposited (each an "**Image**" and, if more than one, "**Images**") in accordance with the Procedures (defined below); (b) must read and capture the magnetic ink character recognition ("**MICR**") line on each check; and (c) must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. After capture of the Images, the MICR line on each check and all other required data and information from each check, Member will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks, data and other required information (each such file a "**File"** and, if more than one**, "Files**") to the credit union or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, the credit union will provisionally credit the Account or Accounts designated by Member for the amount of the deposit(s) to which the

File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process in accordance with the provisions of the credit union's then current Membership Agreement pertaining to the Account(s) into which the deposit is to be made and this Agreement. Member acknowledges and agrees that the credit union may discontinue, and/or change the terms of, Services or any related content, features, products or Services associated therewith, at any time without notice or liability to Member or any third party.

a. **System Requirements**. Member understands they must, and hereby agrees, at their sole cost and expense, to use camera-enabled mobile device hardware and software that meet all technical requirements for the proper delivery of Services and that fulfills Member's obligation to obtain, and maintain, secure access to the Internet. Member understands and agrees they may also incur, and shall pay, any and all expenses related to the use of Services, including, but not limited to, telephone service or Internet service charges. Member is 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 Services. Member understands and agrees that they are solely responsible for the operation, maintenance and updating of all equipment, software including antivirus and fraud detection software and products used in connection with the Services and the cost thereof. Member releases the credit union from any and all claims or damages resulting from, or related to, any system virus or related problems that may be associated with using electronic mail or the Internet. The credit union is not responsible for, and Member hereby releases the credit union from any and all claims or damages resulting from, or related to, defects in or malfunctions of Member's mobile device hardware or software, Member's computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services.

3. **Checks Deposited and Security Interest.** Member hereby agrees that they will only deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg. CC**"). Member agrees that the image of the check that is transmitted to the 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 Article 4 of the Uniform Commercial Code. Member further agrees that they will not remotely deposit any check(s) or other item(s) that: (a) are payable to any person or entity other than Member, (b) are drawn, or otherwise issued, by Member or any affiliate of Member on any account of Member or of such affiliate, (c) are prohibited by the credit union's then current procedures pertaining to the Services (the "**Procedures**") or are in violation of any law, rule or regulation, (d) Member knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by the credit union and are either "**substitute checks**" (as defined in Reg. CC or other applicable federal law or regulation) or "**image replacement documents**" that purport to be substitute checks, without the credit union's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or territories of the United States, (g) is a Remotely Created Check, as that term is defined in Reg. CC, or (h) which are not acceptable to the credit union for deposit into a deposit account as provided in the Membership Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**"). If Member deposits a Prohibited Check, Member agrees to indemnify and reimburse the credit union for, and hold the credit union harmless from and against, any and all losses, costs and expenses (including reasonable attorney fees) the credit union may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained the credit union's written consent to do so, Member provides the credit union with an electronic representation of a substitute check for deposit into an Account instead of an original Check, Member agrees to indemnify and reimburse the credit union for, and hold the credit union harmless from and against, any and all losses, costs and expenses (including reasonable attorney fees) the credit union incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

Member grants the credit union a security interest in all Accounts or other deposits (whether general or special) of Member's at the credit union, and in all funds in such Accounts or other deposits, to secure Member's obligations to the credit union under this Agreement. This security interest will survive termination of this Agreement. The credit union may hold any funds on deposit with the credit union by Member after termination of this

Agreement for up to fourteen **(14) calendar days** following the expiration of any return or chargeback rights regarding any Item processed by Member using the Services or, if later, until any other claims to such funds have expired.

4. **Photos of Checks and Transmission of Files.** Member shall properly install and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of Services. Member shall (a) restrictively endorse each Check to be deposited in the proper location as specified in Exhibit "A" which is attached hereto and incorporated by this reference, (b) take a picture of the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of the MICR line from and all other required data and information from or pertaining to such Checks and other information to the credit union or its Processor in accordance with the Procedures, a copy of which Procedures have either heretofore been, or are herewith, provided to Member by the credit union, and Member acknowledges receipt thereof. The credit union reserves the right to amend the Procedures, with or without prior notice to Member. The credit union may also provide Member with, or require Member to establish, a User ID, a personal identification number ("**PIN**") and/or passwords and other procedures (collectively, "**Security Procedures**") to access Services. The specific Security Procedures will be described in the Procedures. Member agrees to, at all times, (a) comply with the Procedures, (b) safeguard the confidentiality and security of the Procedures, Security Procedures and all other proprietary property or information the credit union provides to Member in connection with Services and (c) notify the credit union immediately if Member has any reason to believe the security or confidentiality required by this provision has been or may be breached. Member acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. The credit union is not, and will not, be obligated to detect errors by Member or others, even if the credit union takes certain actions from time to time to do so.

   Member may send multiple deposits to the credit union throughout the day, up to your daily deposit limit. Member shall not make deposits in excess of the prescribed daily and rolling thirty (30) day deposit limits (the "**Deposit Limit**").

   If the total dollar value of the Files sent by Member to the credit union exceeds the Deposit Limit, the credit union may, at its option, refuse to accept the File that exceeds the Deposit Limit, or the credit union may accept and process the File. Member agrees not to exceed the Deposit Limit. A File is considered received by the credit union when a complete copy of such File has been written on a credit union electronic storage device in conformity with the credit union's technical and operational requirements. The credit union, in its sole discretion, reserves the right to change the number of Files that may be transmitted in a day or the Deposit Limit. All such changes shall be effective immediately and may be implemented prior to Member's receipt of notice thereof. Member may contact the credit union at any time to verify the current number of Files that may be transmitted in a day or the Deposit Limit.

5. **Maintenance and Destruction of Original Check**. Member shall mark the original Check "**Processed**" or "**Transmitted**" immediately after the process of taking a photo of the Check in accordance with Section 4 of this Agreement. Member shall securely store all original Checks for a period of forty-five (45) days after Member has received notice from the credit union that the File containing the images of such Checks has been accepted (such period, the "**Retention Period**"). During the Retention Period, Member shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated, scanned or transmitted more than one time and (d) such Checks will not be deposited or negotiated in any form or manner. Member shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Member will use reasonable methods of destruction to destroy original Checks after expiration of the Retention Period. Member hereby indemnifies the credit union for, and holds the 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 Member. Member will promptly (but in all events within five (5) business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to the credit union as requested to aid in the clearing and collection process or to resolve claims by third

parties with respect to any Check. In the event an original check is deposited at another financial institution after a remote check deposit is processed through the Member's credit union account, the Member authorizes the credit union to chargeback, or collect from the Member's share account(s), any amounts the credit union must pay to another financial institution regarding the processing of the original check. This authorization shall remain in place regardless of the passage of time since the date of deposit.

6. **Image and MICR Quality.** Each File transmitted by Member to the credit union shall contain Images of the front and the back of the Check(s) remotely deposited by Member. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

    a. The amount of the Check includes both written and numeric;

    b. The payee of the Check;

    c. The signature of the drawer (maker) of the Check;

    d. The date of the Check;

    e. The Check number;

    f. The information identifying the drawer (maker) and the paying financial institution that is preprinted on the Check, including the MICR line;

    g. 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

    h. Any endorsements applied to the back of the Check that will include my signature and the following information: Account Number and the words "Mobile Deposit only at Wings Credit Union on MM/DD/YY" Or "Remote Deposit only at Wings Credit Union on MM/DD/YY."

    Each Image shall also 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, clearing house or association. Member shall also capture and transmit to the credit union the full-field MICR encoding on each Check. In accordance with the Procedures, Member shall ensure that the following information is captured from the MICR line of each Check:

    i. the American Bankers Association routing transit number ("**RTN**");

    ii. the number of the account on which the Check is drawn;

    iii. when encoded, the amount of the Check; and

    iv. when encoded, the serial number and the process control field of the Check.

7. **Receipt of File.** Member agrees that Member shall be solely liable for, and the credit union shall not have any liability whatsoever to Member for, any File or the Images or other information contained therein that are not received by the credit union or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Member agrees that the credit union has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Member. The credit union shall have no liability to Member for the rejection of a File or the Images or other information contained therein or for the failure to notify Member of such rejection. Upon receipt of a File submitted by Member, the credit union may examine such File and the Images and other information contained therein to ensure that Member has complied with this Agreement and followed the Procedures. If the credit union determines that Member has not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the File, the credit union, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "**Corrected File**"). As a form of correction, the credit union may credit Member's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. The credit union may, at its option, also perform a risk management analysis of one or more Files submitted by Member to

detect potentially fraudulent Checks, and, in its sole discretion, the credit union may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, the credit union determines that Member has complied with this Agreement and processed and transmitted the File in accordance herewith and with the Procedures, the File is balanced and the Images meet the requirements of Section 6 of this Agreement, then the credit union shall accept the File (an "**Accepted File**") for deposit to Member's Account. Upon acceptance of the File, the credit union shall electronically notify Member of receipt and acceptance of the Accepted File for deposit. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Member agrees that the credit union shall have no liability for the content of payment-related information. Notwithstanding the fact that the credit union has accepted a File for deposit, any credit made to Member's Account shall be provisional, and Member shall remain liable to the credit union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the credit union.

8. **Provisional Credit and Availability of Funds**. Upon acceptance of the File, the credit union shall grant Member's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "**Provisional Credit**" means that the credit is made to Member's Account subject to final payment of the Checks and subject to the terms of the Membership and Account Agreement. The credit union is not liable for any service or late charges levied against me due to the credit union's rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

9. **Laws, Rules and Regulations.** I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, and warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorney fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

   Member agrees to comply with all existing and future operating procedures used by the credit union for processing of transactions. Member further agrees to comply with, and be bound by, all applicable federal or laws of the state of Colorado, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions.

10. **Collection of Checks**. The credit union, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. The credit union, in its sole discretion, shall select the clearing agents used to collect and present the Images, and the credit union's selection of the clearing agents shall be considered to have been designated by Member. The credit union shall not be liable for the negligence of any clearing agent. Collection of checks is also subject to the Rules and the terms of the Membership Agreement.

11. **Contingency Plan**. Member agrees that, in the event Member is not able to capture, balance, process, produce or transmit a File to the 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, Member will transport the originals of all Checks to the closest service center and deposit original Checks with the credit union until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at a credit union service center shall be governed by the terms and conditions of the Membership Agreement and not by the terms of this Agreement.

12. **Warranties**. Member represents warrants and covenants the following to the credit union:

    a. Checks Deposited. Member shall only deposit Checks that are authorized by this Agreement, the Procedures and the Membership Agreement and the Checks do not contain any alterations and Member will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. Unacceptable deposit items may include but are not limited to (i) items drawn on Member's account(s) or that of a business affiliate, (ii) items stamped "non-negotiable", (iii) items from a foreign country or financial institution, (iv) items that are incomplete, stale or post-dated, and (v) items payable to third parties.

b. Endorsements. Each Item bears all applicable endorsements and in a format as directed by the credit union;

c. Image Quality. Each image of a check transmitted 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;

d. Accuracy of Information. All data and other information submitted by Member to the credit union, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

e. No Duplicates. Member will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to the credit union, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Member further warrants that no subsequent transferee, including but not limited to the credit union, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s).

f. No Loss. No subsequent transferees of the Item(s), including but not limited to the 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;

g. Transactions. (i) All Checks and transactions of Member are, and will be, bona fide; (ii) all signatures on Checks are authentic and authorized; (iii) the Member is a person authorized to collect each item transmitted or is authorized to obtain payment of each item transmitted on behalf of a person entitled to collect such transmitted item; (iv) any item transmitted has not been altered; (v) Member will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid;

h. Indemnity. Member agrees to indemnify the credit union for, and hold the credit union harmless 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 Member's warranties, representations and/or obligations under this Agreement or any other agreement between Member and the credit union, including, but not limited to, the Membership Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

   i. Restrictions. Member shall not themself, and shall not permit any parent, subsidiary, affiliate, agent, or other party to: (i) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the software for mobile check deposits; (ii) decompile, disassemble, reverse engineer, or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (iii) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (iv) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

   ii. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

13. Intellectual Property. The credit union or the Third Parties, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and Services, any improvements, translations, modification or derivatives thereof, and any related documentation provided or made available to

Member, including all intellectual property rights therein. Member acknowledges that the Third Party Software and related documentation contain patented inventions, copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant Member any intellectual property rights in the Third Party Software, the Services, or any related documentation or materials and all rights not expressly granted herein are reserved by the credit union and the Third Parties. Member shall assign, and hereby does assign, to the Third Party all rights, title, and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship, or any other suggestions that Member or any of its employees or agents propose, create, author, or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

14. **Confidentiality**. "**Third Party Confidential Information**" means trade secrets, know-how, data, methods, documents, devices, software code, technology, and technical information, as well as, business, financial, or customer information of a Third Party. Confidential Information will not include any information that Member can prove was publicly known in the trade or without any use or reference to Confidential Information of the other Party.

    Member acknowledges that Third Parties own all rights, titles, and interests, including all IP rights, in Third Party Confidential Information. Member may use Third Party Confidential Information only in connection with its utilization of the Third Party Software and the Services, and not for any other purpose. Member will protect Third Party Confidential information from unauthorized use or access.

    Member acknowledges that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development. NO THIRD PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PURPOSE. Neither the credit union nor any Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with use of the Third Party Software as authorized by the credit union and in compliance with this Agreement.

15. **Returned Checks.** If Images of Checks deposited by Member are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Member understands and agrees that, since Member either maintains the original Check or has destroyed the original Check in accordance with Section 5 of this Agreement, the original Check will not be returned, and the credit union may charge back an Image of the Check to Member's Account. Member understands and agrees that 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, Member agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Member.

16. **Fees and Charges.** So long as this Agreement remains in effect, Member agrees to pay to the credit union the normal deposit account Service charges established from time to time by the credit union and, in addition thereto, the fees and charges set forth in the Fee Schedule located at WingsCO.com, or as provided upon request, and all such other fees and charges as may be agreed upon from time to time by Member and the credit union.

    Member authorizes the credit union to deduct any charges for Services or related transactions from any Account, even if such deduction causes an overdraft in the Account. Should Member fail or refuse to pay any charges under this Agreement, Member agrees to pay all collection costs (including reasonable attorney fees) which may be incurred by the credit union. The credit union shall have the right to increase or decrease charges imposed for Services and will notify Member of the changes, to the extent required by law. Member's use of Services after changes have been made shall constitute Member's agreement to the same.

17. **Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Member at Member's last mail address known to credit union to be effective not less than thirty (30) days after the day transmitted or mailed. The credit union shall not be bound by any modification of this Agreement unless the credit union expressly agrees to the modification in writing. Member shall have the right to

terminate the Agreement prior to the effective date of amendment. This Agreement supersedes all prior agreements and amendments.

18. **Confirmation: Account Reconciliation.** The credit union will provide notice of receipt of deposits to Member's Account on the periodic statement for such Account. Member is responsible for detecting and reporting to the credit union any discrepancy between Member's records and the records the credit union provides to Member. If Member does not detect and notify the credit union of such a discrepancy within sixty (60) days of Member's receipt of any terminal printout, mailed report or periodic statement (each a "**Report**"), whichever is received first, then such transactions shall be considered correct, and Member shall be precluded from asserting such error or discrepancy against the credit union.

19. **Update Notice.** Member shall provide written notice to the credit union of any changes to the information previously provided by Member to the credit union, including, but not limited to, any changes in owners, email or regular mail addresses. Such notice must be received by the credit union within five (5) business days of the change.

20. **Internet Disclaimer.** The credit union does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from the 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 Member's connections to the Internet (or portions thereof). The credit union cannot guarantee that such events will not occur. Accordingly, the credit union disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall the 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 Member's or the credit union's ability or inability to connect to the Internet.

21. **Indemnification and Liability; Third Party Claims**.

    a. Member hereby indemnifies the credit union and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and holds 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: (a) Member's (i) failure to report required changes, (ii) transmission of incorrect data to the credit union or (iii) failure to maintain compliance with laws, (b) (i) the credit union's provision of Services, (ii) the credit union's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by the credit union to be an authorized representative of Member, (c) Member's breach of any of Member's representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) Member's breach or violation of any Rules and regulations; provided, however, Member is not obligated to indemnify the credit union for any damages solely and proximately caused by the credit union's gross negligence or willful misconduct.

    b. Member shall indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees and agents from and against any third party claims, suits proceedings, actions, or demands including 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 attorneys' fees and expenses, arising from such claims, to the extent such claims are related to the Member's use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith.

22. **Limit of Liability.**

a. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, THE CREDIT UNION OR ANY THIRD PARTY SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND THE CREDIT UNION'S OR ANY THIRD PARTY'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) MEMBER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY MEMBER FOR SERVICES. IN NO EVENT SHALL THE CREDIT UNION OR ANY THIRD PARTY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY MEMBER OF SERVICES OR ANY SERVICES OR THE FAILURE OF THE CREDIT UNION OR ANY THIRD PARTY TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF THE CREDIT UNION OR SUCH THIRD PARTY HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

b. MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER'S USE OF SERVICES SHALL BE AT MEMBER'S SOLE RISK, AND THAT SERVICE IS PROVIDED BY THE CREDIT UNION ON AN "AS IS" BASIS.

c. MEMBER UNDERSTANDS NEITHER THE CREDIT UNION NOR ANY THIRD PARTY MAKES ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE CREDIT UNION NOR ANY THIRD PARTY IS RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE FINANCIAL INSTITUTION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

23. Entire Agreement. The terms of the Electronic Deposit Agreement, all other agreements with the credit union pertaining to the Accounts, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. Member agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to Services.

24. No Waiver. No delay or failure on the part of the credit union in exercising any of the credit union's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by the credit union shall constitute a waiver of its right to exercise the same or any other remedy hereunder. 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.

25. Severability. In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

26. Termination. The credit union may immediately terminate this Agreement without notice if, in the credit union's sole discretion, it determines that Member has abused the Services or the credit union believes that it will suffer a loss or other damage if the Agreement is not terminated, the credit union may immediately terminate the Services or any portion of the Services if the credit union determines that such Services or portion of any Services is in violation of any law or regulation, or in its sole discretion and without notice, decides to cease providing the Services. Member may terminate the Services with written notice to the credit union to allow the credit union time to discontinue access to the Service and allow for the collection of all pending items which will remain subject to this Agreement until finally paid.

The credit union's election to terminate this Agreement will not affect any obligations Member may have to the credit union. Any reinstatement of Services under this Agreement will be at the credit union's sole discretion.

27. **Governing Law.** I understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the state of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the state of Colorado.

28. **Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

APPENDIX A. DEPOSIT ENDORSEMENT REQUIREMENTS

A.1 THE BACK OF EACH ITEM MUST INCLUDE THE FOLLOWING:

a. The words " Mobile" deposit only at Wings Credit Union on (today's date) MM/DD/YY "OR "Remote deposit only at Wings Credit Union on (today's date) MM/DD/YY "

b. The Member's Account Number to which it is being deposited

c. Payee's Endorsement

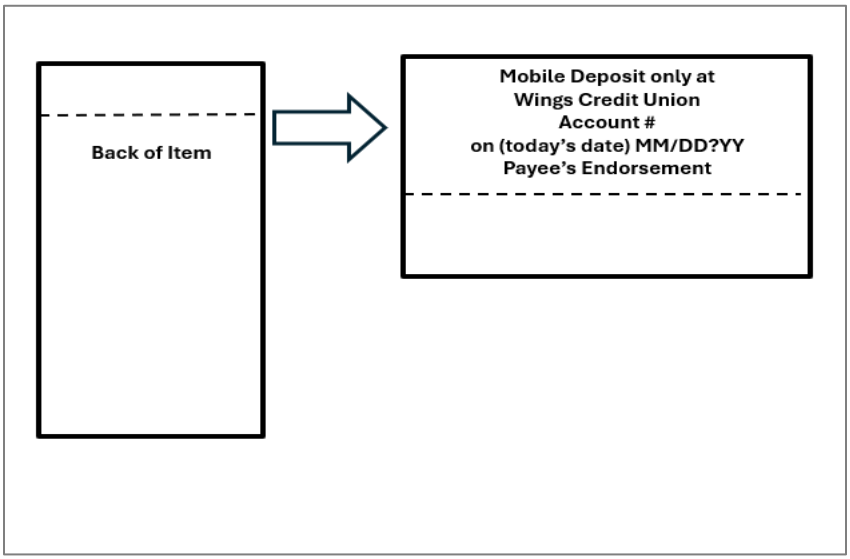


Figure 1. Example—Back of item