

Mobile Check Deposit Service Agreement

1. Service and Service Terms. The following terms and conditions apply to BrightStar Credit Union's MOBILE CHECK DEPOSIT CAPTURE SERVICE (Service) that the Credit Union may provide to you. By selecting the "I Agree" tab below, enrolling to use the Service, or using the Service, you agree to be bound by the terms and conditions contained in this Agreement. You accept and agree that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of the Credit Union's Consumer Account Disclosures agreement or Business Account Disclosures agreement, as applicable, and applicable service terms are incorporated into this Agreement by reference. In case of any conflict between this Agreement and your other agreements with BrightStar Credit Union, specific provisions regarding mobile check deposit capture services in this Agreement control over general provisions.

In this Agreement, "Credit Union", and "we/us/our" refer to BrightStar Credit Union, including our agents and service providers, and "You/your" refer to the Member accepting this Agreement or using the Service, and, in the case of a Business, persons authorized to act on behalf of the Business.

Services:

The Credit Union's mobile check deposit capture service ("Service") is designed to allow you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, your Eligible Items will be either processed electronically or converted to Substitute Checks based on the information you provide. There is currently no charge for the Service. We reserve the right to impose charges for the Service in the future.

2. Overview and definitions. This Agreement states the terms and conditions by which the Credit Union will deliver the Service described below to you.

2.1 "Member" means a Consumer or Business that has a membership with the Credit Union.

2.2 "Business" means a natural person or business entity that maintains the Deposit Account primarily for business, commercial, or agricultural purposes.

2.3 "Consumer" means a natural person who maintains the Deposit Account primarily for personal, family, or household purposes.

2.4 "Member Agreement" means collectively the Consumer Account Disclosures or Business Account Disclosures, as applicable, and any other account information provided to you by us from time to time.

2.5 "Business Day" means any day which the Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or Credit Union holidays.

2.6 "Deposit Account" means your Credit Union checking account, savings account, or money market savings account.

2.7 "Eligible Account" means any Credit Union Deposit Account that meets our eligibility criteria and has been enrolled in the Service.

2.8 "Eligible Device" means any device acceptable to the Credit Union which provides for the capture of images from original items and for transmission through a clearing process. This includes scanners and mobile devices with cameras.

2.9 "Eligible Item" means a check, a paper Item, or an electronic Item (i.e. an electronic image of an Item together with information describing that Item) that is payable to you and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and the Credit Union's deposit guidelines. Acceptable Items include personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a US financial institution and in US funds. It is understood that you will only be transmitting electronic images of the front and back of Items. In order for an Item to be processed for deposit, it must be properly endorsed in the proper location on the back of the Item and signed by the payee.

The following are not Eligible Items:

- 1) Checks/Items payable to others (even if endorsed over to you);
- 2) Demand drafts or remotely created checks/Items (checks lacking the original signature of the person authorizing the check);
- 3) Substitute checks/Items (paper checks/Items created from an electronic image);
- 4) Checks/Items which you know or should know to be fraudulent, altered, unauthorized or missing a necessary endorsement or checks/Items which contain an irregularity of any kind (for example, numerical and written amounts are different);
- 5) Checks/Items previously returned unpaid for any reason;
- 6) Checks/Items that are postdated or more than six (6) months old;
- 7) Checks/Items drawn on a foreign financial institution or payable in a foreign currency;
- 8) Checks/Items exceeding the Deposit Limits set forth below;
- 9) Checks/Items not acceptable under the terms of your Membership Agreement.
- 10) If you are a Business, checks/items issued by you or your affiliates drawn on your or your affiliates' accounts, and checks/items prohibited by Security Procedures or in violation of applicable laws and/or regulations.

2.10 "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

2.11 "Item" has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Services shall be deemed to be an "item" within that UCC definition.

2.12 "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

2.13 "Service" means the specific Mobile Check Deposit Capture Service provided by the Credit Union. The Service shall be provided for Items received with a consumer or business purpose being deposited into a Deposit Account at the Credit Union.

2.14 "Service Start Date" means the date that the Service is first utilized by you.

2.15 "Technology" means the Credit Union's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through scanners or mobile devices with cameras, utilizing software and hardware provided by or acceptable to Credit Union, and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by the Credit Union or its subcontractors and used in the provision of Services hereunder.

2.16 "Access Systems" means all services, hardware, software and other technology (including high speed Internet access service) necessary to access the Service.

2.17 "Subcontractors" means any third-party service provider of the Service.

2.18 "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

3. Your Obligations; Suspension of Service.

3.1 Hardware, Software and System Requirements. In order to utilize the Service, Member must have the following hardware and software with the indicated specifications:

- High-speed Internet connection
- TWAIN Compliant Document scanner (for Remote Deposit)
- Mobile device with a camera or functionality capable of capturing and transmitting images and Credit Union's Google Android® or Apple iOS® app. (for mobile deposit)
- Java® 6 SE

3.2 Your Responsibilities. Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Deposit Account by creating an Image of the Item using an Eligible Device and transmitting that Image to us for deposit. You may transmit Images to us only from an Eligible Device located in the

United States. To access your account(s) with the Credit Union, you must have a Deposit Account with the Credit Union and have an established high-speed Internet email address. When using the Service, you shall provide, at your sole cost and expense, all Access Systems and you shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems. You are responsible for providing a valid Internet email address.

You are responsible for the security of the Eligible Device and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Eligible Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Eligible Device, including, but not limited to, telephone and internet service charges

The Credit Union is not responsible for any error or failures from any malfunction of any Access Systems, and the Credit Union is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. The Credit Union does not guarantee that the Service will be compatible with all computer systems, scanners, mobile devices, and Internet browsers, routers or firewalls. Further, the Credit Union does not and cannot control the flow of data to or from the Credit Union's network, service providers' networks or other portions of the Internet. Accordingly, the Credit Union cannot guarantee that your connection to the Internet will not be impaired or disrupted, and the Credit Union hereby disclaims any and all liability resulting from or related to such events.

WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY TELECOMMUNICATIONS AND/OR INTERNET SERVICES, OR SERVICES PROVIDED BY A THIRD PARTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, CAPABILITIES, OPERATION, PERFORMANCE, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.3 Endorsement Requirement. If you are a Consumer, prior to imaging any Item through the Service, you must endorse the back of the original item, using black ink, "Mobile Deposit only to BrightStar Credit Union account #_____".

3.4 Image Quality. You are responsible for the image quality of any Image of an Item that you transmit. If an Image that we receive from you or for deposit to your Deposit Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image and Item without prior notice to you. Each Image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the Item. In addition, Image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

3.5 Handling of Transmitted Items. You agree not to allow an Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other financial institution, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Deposit Account without prior notice.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for at least 14 calendar days from the date of the transmission of an Image of the Item and thereafter destroy any Item of which you have transmitted an Image. You shall be responsible for safekeeping and destruction of original items which are imaged, transmitted electronically and deposited using the Service. You agree to indemnify and hold harmless the Credit Union from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are imaged, transmitted and deposited electronically using the Service, or (ii) for any Items being submitted for deposit or presented for payment more than once.

3.6 Deposit of other items; deposits when Service not available. You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize something transmitted as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the Service may not be available.

3.7. Returned Items. You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

3.8 Fees. Please refer to the Credit Union Fee Schedule.

3.9 Cooperation with Investigations. You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, promptly upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

3.10 Account Statement Examination; Errors. You agree to notify us of any suspected errors regarding Items deposited through the Service as soon as possible, and in no event later than 60 days after the applicable Credit Union account statement is sent to you. Unless you notify us within 60 days, such

statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

Notwithstanding the foregoing, if you are a Business, you agree to promptly notify Credit Union in writing of any error in connection with the Service and any discrepancies between any records maintained by Business and any notice Business receives from Credit Union with respect to the Service and you shall provide Credit Union with any information it may reasonably request in connection therewith. Business agrees that fourteen (14) days is a reasonable time for Business to notify Credit Union of errors or discrepancies, unless any other agreements, laws, rules, or regulations provide for a shorter period. Credit Union shall have the right to correct the amount in the data field for any Item that has an incorrect amount to be consistent with the image of the Item. Notwithstanding the foregoing, if Credit Union at any time discovers that the legal amount of the Item is different than the amount that has been credited to Business's Deposit Account, Credit Union will make the necessary adjustment to the Deposit Account to correct the discrepancy.

3.11 Withdrawal of Access/Suspension of Service. The Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion with or without notice to you.

4. Processing.

4.1 Processing of Items. At our sole discretion, we may process the Images you send to us electronically through other financial institutions, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

4.2 Receipt of Items. We reserve the right to reject any Image or Item transmitted through the Service, at our discretion, without liability to you. We are not responsible for Images we do not receive or for Images that are dropped during transmission. You shall be responsible for verifying our receipt of an Image or Item transmitted through the Service by verifying that deposits have been posted to the appropriate accounts. If we send you a confirmation that we have received an Image or Item and accepted your deposit, the confirmation does not mean that the transmission was complete or error free.

Items transmitted by you and received by the Credit Union or its subcontractors by 3:00 p.m. Eastern Time on a Business Day, shall be deemed deposited to your applicable account on the same Business Day. Items received by the Credit Union after 3:00 p.m. Eastern Time on any Business Day shall be considered deposited to your applicable account on the next successive Business Day. You authorize us to process any Image that you send us or convert an Image to an IRD. You authorize us and any other bank to which an Image is sent to handle the Image or IRD.

4.3 Funds Availability. Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of your account for Items deposited via the Service is provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or as a Substitute Check. Any Item that is returned or dishonored may be charged to your Deposit Account or any other account in your name. Any dishonored Item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.

4.4 Deposit Limits. If you are a Consumer, there is a deposit limit of five Items and a total of \$2,500 per day, per account.

5. Representations and Warranties.

5.1 Representations and Warranties. You make the following representations and warranties to us:

- You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- You will use the Service to transmit and deposit Images of Eligible Items only.
- You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
- You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- Items submitted for deposit through use of the Service are valid Items and you will reimburse and indemnify the Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
- Items have not been altered.
- Each Item bears all required and authorized endorsements.
- Each Item has been endorsed as "For deposit only".
- All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
- All Images accurately and legibly represent all of the information on the front and back of the Item.

- You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.
- No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- You will use the Service in the manner required by this Agreement.
- You understand that acceptance of the Application Agreement is required for use of the Service.
- You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
- You are not engaged in any business that would result in your being or becoming a “money service business” as defined in the Federal Bank Secrecy Act and its implementing regulations.
- All information you provide to us is accurate and true.

You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the Service

If you are a Business, you represent and warrant to us, as of the date this Agreement is entered into and at the time the Service is used or performed, that: (a) you are validly existing and in good standing under the laws of the jurisdiction of your organization; (b) you have all requisite power and authority to execute and deliver, and to perform your obligations under, this Agreement and the Service; (c) you have duly authorized and executed this Agreement and this Agreement constitutes your legal, valid, and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by you in connection with this Agreement or the Service has been obtained.

If you are a Business, you represent and warrant further that: (a) Business is solvent and in good standing in the State of its organization; (b) it is not the present intent of Business to seek protection under any bankruptcy laws; (c) your Items are currently and were at the time of their creation, bona fide and existing obligations of customers of Business, free and clear of all security interests, liens, and claims whatsoever of third parties; (d) Business is not now nor has it ever been declared in default of the

contracts or agreements relating to the payment represented by the Items; (e) the documentation under which the Items are payable authorize the payee to charge and collect the monies owed; and (f) all Items and all documents and practices related to them comply with all applicable federal and state laws. Moreover, without in any way limiting the foregoing, Business represents, warrants and agrees that, with respect to each Item deposited through the Service: (a) the Item is not subject to a defense or claim in recoupment of any party that can be asserted against Business; (b) Business has no knowledge of any insolvency proceeding commenced with respect to Business, or in case of an unaccepted Item, the drawer; (c) any returned Item is enforceable against Business and the drawer of the Check; (d) the Item is not considered a deposit until its transmission through the Service is received at Credit Union; and (e) Business shall be deemed to have repeated each of the foregoing representations and warranties by the processing of each Item through the Service.

5.2 You agree that we will:

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

5.3 You agree that we will not:

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Service, or any damages that might arise therefrom.
- Be responsible for unavailability of the Services or any damages that might arise from unavailability.

5.4. Additional Warranties and Disclaimers. You agree you will not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third-party service providers. You agree you will not, and you will not permit or assist others to, abuse or fraudulently use the Service. You agree you will not use the Service in any way that: (i) transmits any Item or other materials via the Service that is deceptive or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices; (iv) attempts to break or circumvent security or, in fact, breaks or circumvents security of any computer network of Credit Union, its subcontractors or service providers.

5.5. Additional Covenants of Business. If you are a Business, you covenant: (a) you will allow us to review and inspect during reasonable business hours, and you will supply, all financial information, financial records, and documentation of the Business regarding the Business and Items that we may request; (b) the Items submitted by you are valid Items, and you will reimburse and indemnify us for all loss, damage, and expenses, including reasonable attorneys' fees, incurred in defending such transactions as invalid or fraudulent Items; and (c) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against you, you will not oppose or object to any motion by us seeking relief from the automatic stay provisions of such laws.

6. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND THE CREDIT UNION DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

7. Indemnification and Limitation of Liability

7.1 Indemnification. In addition to the indemnifications and limitations on liability contained in the Deposit Agreement, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) the Service, (b) any Image, Item or Substitute Check, (c) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (d) any failure by you to comply with applicable laws and regulations, or (e) any acts or omissions of you or any third party. This paragraph shall survive the termination of this Agreement for any reason.

7.2 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE 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 THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOU AGREE FURTHER THE CREDIT UNION AND ITS SUBCONTRACTORS AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS OR THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS OR THEIR LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. Intellectual Property. This Agreement does not transfer to you any ownership or proprietary rights in the Technology, the Service, the Eligible Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Technology, the Service, Eligible Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Technology or the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Technology or the Service

by any third party; (d) copy or reproduce all or any part of the Technology or the Service; or (e) interfere, or attempt to interfere, with the Technology or the Service in any way.

9. Termination. Termination. We may terminate or suspend the Service, or your use of the Service, immediately and at any time with or without notice to you. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement. You agree that, in addition to any other rights we may have with respect to your Deposit Accounts, we may hold and use funds in any Deposit Account following termination of the Service for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible.

10. Force Majeure. We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. Also, we may cause the Service to be temporarily unavailable to you, with or without prior notice, for site maintenance, security or other reasons. In the event of any of the foregoing failure or delays, you acknowledge you may instead deposit directly with the Credit Union any original Items for processing and presentment provided such original Items have not been previously imaged and processed through the Service.

11. Miscellaneous Provisions.

11.1 Notices. You agree that any notices required or permitted under this Agreement may be given electronically.

11.2 Governing Law. This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to the laws of the State of Florida and of the United States. In the event of any dispute arising out of or related to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery. You and we agree any legal action related to this Agreement shall be filed and heard in Broward County, Florida, except as prohibited by applicable law.

11.3 Subcontractors. The Credit Union may use third party service providers to provide some or all of the Service under this Agreement on behalf of Credit Union.

11.4 Amendments. We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, your continued use shall be deemed your acceptance of and agreement to the change.

11.5 Use of Your Geolocation. We reserve the right, at our sole discretion, to obtain your geolocation through your Remote Device and use such location information for fraud prevention and other purposes. We may choose to capture either your current location or the last location stored on your Remote Device. You consent to our obtaining and use of your location. Before we obtain your location, we will present you with an on-screen notice alerting you that we will capture your location. If, when presented with this location consent notice, you do not consent to our obtaining and using your location information, you should immediately discontinue your use of the Service.

11.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.

11.7 Severability. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Service would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

11.8 Headings. The headings preceding the text of the sections and subsections of this Agreement are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

11.9 Assignment. This Agreement shall not be assigned or delegated by you without the prior written consent of Credit Union.

Electronic Signature: You consent and agree that your selection of the "I Agree" button below, your enrollment to use the Service or your use of the Service constitutes your signature, acceptance and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

I AGREE