

# TEACHERS FEDERAL CREDIT UNION'S MOBILE DEPOSIT AGREEMENT AND DISCLOSURE

## INTRODUCTION

This Agreement and Disclosure ("Disclosure") as amended from time to time sets forth the terms and conditions of Teachers Federal Credit Union's Mobile Deposit Service ("The Service"). The terms "we", "us", "our", "Credit Union" and "Teachers" refer to Teachers Federal Credit Union, our affiliates and third parties who assist Teachers in providing the Service. This agreement defines your rights and responsibilities and those of the Credit Union with respect to the Mobile Deposit Service. This service allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile check deposits via an application (the "App") installed on your supported mobile device. The App is considered part of the Service. Please read this agreement carefully before using the Service.

By enrolling in the Service, you agree to be legally bound by this Agreement and disclosure.

In this Agreement and Disclosure, the terms "I", "me", "my", "you", "your", "yours" refer to the member(s) and all joint owners and authorized signers on the account at Teachers that applied for and/or uses any of the Mobile Deposit Services.

## RELATIONSHIPS TO OTHER TEACHERS AGREEMENT AND DISCLOSURES.

The terms for use of the Service are in addition to, all other Teachers' agreements provided to you separately, which by this reference are incorporated into this account disclosure in their entirety.

Both you and the Credit Union will be bound by this Agreement and Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure controls the Service. If any part of this Disclosure should be held to be unenforceable, the remaining provisions of this Agreement and Disclosure shall remain in full force and effect.

You understand that the Agreement and Disclosure, rules and regulations applicable to your Share/Savings Account, Checking Account, and any other account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

Requesting, retaining, using or permitting another person to use the Service constitutes an acceptance by you of all the terms and conditions set forth in this Agreement and Disclosure and binds you to all the rules and regulations governing the use of the Service.

## GENERAL REGISTRATION RESTRICTIONS

To register for Online Banking and Mobile Banking, you must be an account owner with a valid social security number already on file and must be 13 years of age or older. For access by account holders between 13 years and 18 years, parental consent may be required. If at any time, we have cause to believe the security of your account or our system may be in question, access may be restricted or limited without notice.

## DEFINITIONS.

"Application (App)" A delivery channel for various services, information, and other functions that can be added to an electronic device.

"Member" An individual who holds a membership account at Teachers.

"Mobile device" An electronic device that includes a cell phone, iPad, or SmartPhone with camera that allows an Application to be added.

"Verified item" Any check that passes the verification process that includes but is not limited to verifying a date, payee, signature, payor name and address, payee endorsement, the MICR line, and other factors.

"Non-verified item" An item that is rejected because it has not passed the validation process or does not meet the quality image described in the Agreement.

"Substitute Check (Digital image)" A paper check (Check) converted to a digital image that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original check.

## APPLICATION & IMPLEMENTATION.

The Credit Union will make available to you an application to use the Service. Following your receipt from the Credit Union of notification approving your use of the Service, you are authorized to remotely deposit certain paper checks you receive to your account with the Credit Union by electronically transmitting a digital image of the front and back of the paper check to Teachers. Both the Credit Union and Member will comply with the terms and provisions of this Agreement with respect to the use of and the performance of the Service.

The Service allows a Member to capture digital images of Checks using the Application and a Mobile Device that meets the technical specifications acceptable to the Credit Union, and within certain limits as established by the Credit Union.

## EQUIPMENT.

To use the Service, you must have a supported mobile device with a supported camera and a supported operating system, have a data plan for your mobile device, and install the Teachers' App to your mobile device. We do not guarantee that your particular mobile device, mobile device

camera, mobile device operating system or mobile carrier will be compatible with our Service.

## FEES.

As of the effective date of this Agreement, Teachers does not charge a fee for the Service. However, you agree to pay the Credit Union any applicable fee as listed on the *Schedule of Fees* disclosure incorporated into this agreement and available on Teachers' website, [www.teachersfcu.org](http://www.teachersfcu.org).

The Credit Union may increase, alter, add or otherwise change the fees associated with this Service and at any time and will provide notice as required by law. Fees may be automatically debited from your account.

You are responsible for any fees your service carrier charges you for the use of the Service.

## GENERAL RESPONSIBILITIES.

1. You shall maintain one or more Accounts at Teachers for the receipt of deposits of digital images.
2. You will only submit digital images of Checks that meet the standards for image quality required by Regulation CC, or other standards established by law and Teachers' Disclosures incorporated into this agreement.
3. The Credit Union's processing of any Imaged Item that does not meet the check validation process shall not constitute a waiver by Teachers or obligate Teachers to process any such Non-Verified Item.
4. The Credit Union may discontinue processing Non-Verified Items at any time, without cause or prior notice.
5. You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Checks. Any previously truncated and reconverted Substituted Checks must be physically deposited with Teachers.
6. Notwithstanding the foregoing, we may redeposit any returned Substitute Check.
7. You must restrictively endorse any check transmitted through Mobile Deposit as "For mobile deposit only to, account # \_\_\_\_\_", the date and your signature or as we otherwise instruct. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time.
8. You will handle, process, maintain and destroy original checks with due care.
9. You will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.
10. You will use the Service, including the entering, processing and transmittal of digital image, in accordance with this Agreement. In addition, you will provide, at your own expense, a Mobile Device required to use the Service.
11. You will provide, or obtain from another party selected by you at your expense a Mobile Device required to use the Service.
12. If the check is made payable to you and your joint owner, both of you must endorse the check. If the check is payable to you or your joint owner, either of you can endorse it.
13. You shall be responsible for verifying the Credit Union's receipt of the transmission(s). This can be accomplished by verifying that deposits have been posted to the appropriate accounts. In addition, you are responsible to cooperate in any investigation to resolve any unsuccessful or lost transmission with the Credit Union.
14. You will ensure that the Mobile Device is operating properly, and inspect and verify the quality of images and ensure that the digital images of paper checks are legible for all posting and clearing purposes.
15. You shall exercise due care in preserving the confidentiality of any user's identification, password, test key, or other code or authentication method provided by Teachers or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you.
16. You will retain each original check and keep it in a safe and secure environment for such time as deemed necessary and advisable: a minimum period of SIXTY (60) days after the item has been converted to a digital image and processed. Promptly after such period expires, you must destroy the original check by marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*
17. Upon a request from the Credit Union, you will promptly (within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to us to aid in the clearing and collection process to resolve claims by third parties with respect to any digital image or as the Credit Union otherwise deems necessary.
18. You understand and agree that a digital image that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your Account may be charged for the amount of the Substitute Check plus any associated fee as disclosed in the

Credit Union's *Schedule of Fees*.

19. The Credit Union's right to charge your Account will apply without regard to whether the Substitute Check is timely returned to Teachers or whether there is any other claim or defense that the Item has been improperly returned to the Credit Union.
20. You represent and warrant to Teachers that (except as otherwise specifically disclosed in writing to the Credit Union) you are not engaged, and will not engage, in any business that would result in your being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.
21. You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.
22. You represent and warrant that any item presented is a digital image of the front and back of a check and accurately represents all of the information on the front and back of a check as of the time the check is converted to a digital image.
23. You represent and warrant that any Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and all encoding, transfer, presentment and other warranties made under applicable law as the Credit Union is deemed to make under applicable law, including without limitation those under the Universal Commercial Code, Regulation CC and the rules of any Substitute Check.
24. You represent and warrant there will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you assume responsibility for any such duplicate presentment of any Check.

**PROCEDURES FOR MOBILE DEPOSIT CAPTURE SERVICE.**

1. Your Account will be provisionally credited upon the Credit Union's acceptance of the digital image for deposit which is received by Teachers from you through the Service.
2. You will create images of the front and back of Checks by use of Teachers' Application and your Mobile Device with a camera.
3. You will enter all amounts and any other required information correctly.
4. Upon receipt of the digital image we will review the image for acceptability.
5. You understand that in the event you receive notification from us confirming receipt of an image, such notification does not mean that the image contains no errors.
6. The Credit Union will maintain the appropriate Member Account to receive deposits and provide other specific information required by the Credit Union related to the Service.
7. As set forth in this agreement, all deposits received by us are subject to normal collecting process as well as to the Credit Union's verification and final inspection and may be rejected by us at our sole discretion.

**Mobile Deposits are not subject to the funds availability requirements of Regulation CC.** However, we will still generally follow the availability schedule provided in our *Funds Availability Disclosure*.


**ELIGIBLE CHECKS AND ITEMS.**

You agree to scan and transmit only checks as defined in the Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Service.

You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code.

You agree that you will not use the Service to scan and deposit any checks or other items as described below:

1. Checks payable to a third-party (any item that is made payable to another party and then endorsed to you by such party).
2. Checks that contains evidence of alteration to the information on the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
3. Checks or items previously converted to a substitute check, as defined in Reg CC.
4. Checks or items drawn on a financial institution located outside the United States.
5. Checks or items not payable in United States currency.
6. Checks or items that are remotely created checks, as defined in Reg CC.
7. Checks or items that are stale dated (Generally, more than 6 months prior to the date of deposit.)
8. Checks or items that are post dated (Date of check is later than date of deposit.)
9. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.

10.  Checks or items written over \$5,000.00
11. Checks or items with qualified or conditional endorsements (for example: "Payable to John Doe without recourse").
12. Checks or items payable to more than one individual where all parties are not signers on the account may not be deposited using the service (this includes government checks).
13. Checks or items stamped "non-negotiable".
14. Bonds.
15. Checks or items that are incomplete.
16. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your account.

#### **IMAGE QUALITY.**

The image of a check or item transmitted to Teachers using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. We reserve the right to reject any check image that is not clear, skewed, or that is suspicious in any manner. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

#### **RECEIPT OF DEPOSIT.**

All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

#### **CHANGES TO THE SERVICE & LIMITATIONS.**

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. If Teachers deems it reasonably practicable to do so and if the change adversely affects the Member's usage of the Service, the Credit Union will notify the Member of the change in advance. Otherwise, the Credit Union will notify the Member of the change as soon as reasonably practicable after it is implemented, such notice may be given electronically.

Circumstances beyond the Credit Union's control (such as telecommunications failure, equipment failure, environmental factors, war, acts of God) may also cause the Service to be temporarily unavailable to you. Teachers does not assume responsibility for any such events or any resulting damages that you may incur as a result of our service interruption.

When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this agreement, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

#### **SECURITY OF YOUR MOBILE DEVICE AND ACCOUNT INFORMATION.**

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

#### **APPROVED MOBILE DEVICE.**

**Smartphones and Other Web Enabled Devices:** You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access the Mobile Banking Service, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device. You also agree not to use a mobile device that has been altered from the original factory settings. This type of altering is commonly referred to as "Jail Broken", "unlocked" or "rooted". You agree to exercise caution when utilizing the Mobile Banking Service application on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving your Accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as Usernames and passwords) to access the Mobile Banking Services and Internet Banking will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

#### **BUSINESS DAY AND AVAILABILITY DISCLOSURE.**

Our business days are Monday through Friday, except holidays. Any deposits received after 3:00 p.m. Eastern Standard Time on Monday through Friday will be processed the next business day. Digital images received after 3:00 p.m. Eastern Standard Time on Friday, all day Saturday and Sunday are processed on the next business day.

#### **AVAILABILITY OF FUNDS.**

**Mobile Deposits are not subject to the funds availability requirements of Regulation CC.** However, we will still generally follow the availability schedule provided in our *Funds Availability Disclosure*.

#### **TRANSACTION LIMITS.**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

#### **THE CREDIT UNION'S RIGHTS AND RESPONSIBILITIES.**

1. For all digital images processed by you, pursuant to this Agreement, the digital images will be converted to Substitute Checks and presented for payment.
2. The Credit Union may in its sole discretion determine the manner of processing such items. All such processing and presentment shall be done in accordance with time frames and deadlines set forth in this Agreement and as otherwise established by the Credit Union from time to time.
3. Unless otherwise agreed by you and us, the Credit Union will process any returned items in accordance with applicable law and the Credit Union's Agreements and Disclosures.
4. The Credit Union may at its sole discretion, with or without cause, at any time, may refuse to process any digital image. The Credit Union from time to time may establish limitations and assign them to you.
5. In addition to any other rights the Credit Union may have with regards to your Accounts, we may hold and use funds in any deposit Account you maintain with us following termination of this Agreement for such time as the Credit Union reasonably determines for any Item processed by Teachers prior to termination that may be returned, charged back or otherwise creates a cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible.
6. Without limitation, you recognize that under the Rules of the UCC, Regulation CC and the rules of any digital image the Credit Union's representations and warranties with regards to Substitute Checks may expose Teachers to claims for several years following the processing of the Substitute Check.
7. The Credit Union 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 the Credit Union's control.
8. In the event of any of the foregoing failure or delays, you acknowledge that 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 in connection with Teachers' Mobile Deposit Service.

#### **LIABILITY.**

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT AND DISCLOSURE. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES'



PROPRIETARY RIGHTS. IN NO CASE SHALL TEACHERS OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, TEACHERS' AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### **CANCELLATIONS OF THE SERVICE, TERMINATIONS OR REFUSAL OF SERVICE.**

You may cancel the Service at any time by calling Teachers' member service department, 631-698-7000 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe it may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement and the Teachers Online Banking Agreement; (c) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time. Termination will not affect your liability or obligations under this Agreement, the Teachers Online Banking Agreement or any other agreements you have with us for actions we have taken on your behalf.

#### **STATEMENTS.**

Any remote deposits made through the Service will be reflected on your monthly statement. You are responsible for any errors that you fail to bring to our attention within the stated time periods found in the disclosures.

#### **ERROR RESOLUTION.**

In case of errors or questions about transactions using this service:

**Phone:** (631) 698-7000 ext. 6780,

**E-mail:** [webmail@teachersfcu.org](mailto:webmail@teachersfcu.org)

**Or write us at:**

Teachers Federal Credit Union

Attn: Member Services

P.O. Box 9005

Smithtown, NY 11787-9005

If you think your statement is incorrect or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we send the First statement on which the problem or error appeared. To provide notice you must:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this we will provisionally credit your account within 10 business days for the amount you think is in error, and you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

If we decide there is no error, we will send you a written explanation within three (3) business days after we finish our investigation and remove and provisional credit previously provided. You may ask for copies of the documents that we used in our investigation.

#### **COMPLIANCE WITH LAW.**

You shall comply with all laws, rules, and regulations applicable to you, to the business and operation of the Credit Union, and to Teachers'

Mobile Deposit Service, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established applicable to digital images. You shall have the responsibility to fulfill any compliance requirement or obligation that the Credit Union and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

#### **GEOGRAPHIC CONSTRAINTS.**

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

#### **OWNERSHIP AND LICENSE.**

You agree that Teachers, its affiliates and third party vendors retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, de-compile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions. We and our technology partners, Digital Insight and Ensenta Software, LLC, retain all rights, title and interest in and to the Services, Software and Development made available to you.

#### **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 Digital Insight and Ensenta, and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, 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, Ensenta or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

#### **GOVERNING LAW/JURISDICTION/SEVERABILITY.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of New York for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Suffolk County, New York. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.