Agreement Terms

This Agreement contains the terms and conditions for the use of EZ Deposit remote deposit capture service ("EZ Deposit") that Cabrillo Credit Union ("Cabrillo", "Credit Union", "us", or "we") may provide to you ("you" or "User"). Other agreements you have entered into with Cabrillo, including the Depository Agreement and Disclosures governing your Cabrillo account are incorporated by reference and made part of this Agreement.

1. **Services.** The remote deposit capture service (EZ Deposit) is designed to allow members to scan checks and transmit the scanned images to Cabrillo Credit Union from home or other remote locations. Cabrillo in turn transmits the scanned image to the paying financial institution for collection.

   The following terms and conditions apply to the remote deposit capture service (EZ Deposit).

2. **Acceptance of these Terms**. Your use of the EZ Deposit service constitutes your acceptance of this Agreement. This Agreement is subject to change. We shall notify you of any material change by mail, email, or on our website by providing a link to the revised Agreement. Your continued use of the EZ Deposit service shall indicate your acceptance of the revised Agreement. Further, Cabrillo Credit Union reserves the right, in its sole discretion, to change and/or modify the EZ Deposit service at anytime. Your continued use of the EZ Deposit service shall indicate your acceptance of any such changes to the Service.

Your Responsibility When the User ID, Password and Authentication Method are Used

In your electronic communications with us, you must use your eBranch User ID, Password and Authentication Method to initiate a secure session with us. You may then use the tools provided by us.

We are entitled to act upon instructions we receive with respect to the EZ Deposit under your eBranch User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID, Password and Authentication Method. You agree that if you give your User ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your eBranch User ID, Password and Authentication Method will have access to the EZ Deposit.

You agree to take appropriate steps to ensure that all User IDs, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential.

You agree to indemnify and release the Credit Union from any and all liability, and agree not to make any claim against the Credit Union or bring any action against the Credit Union, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to EZ Deposit, whether caused by the equipment, software, the Credit Union, Internet services providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of EZ Deposit, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, EZ Deposit used in conjunction with your eBranch User ID, Password and Authentication Method, you authorize the Credit Union to complete the transaction. Any requests or instructions we receive from you through the EZ Deposit using your eBranch User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or services, or any other communication you provide us through the EZ Deposit using your eBranch User ID, Password and Authentication Method.

Your access to EZ Deposit will be blocked in the event your eBranch User ID, Password and Authentication Method is entered incorrectly on 3 consecutive attempts. If this happens, please call us at: 858-547-7400.

Data Protection

You understand the importance of your role in preventing misuse of your accounts through EZ Deposit and you agree to promptly examine your paper statement for each of your Credit Union accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that EZ Deposit is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the EZ Deposit or e-mail transmitted to and from us, will not be monitored or read by others.

Hardware and Software Requirements

**Hardware and Software**. In order to use the EZ Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Cabrillo Credit Union. Cabrillo Credit Union is not responsible for any third party software you may need to use the EZ Deposit service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Hardware and Software Requirement.**
In order to utilize the EZ Deposit service, you must have the following hardware and software with the indicated specifications:

- Windows XP or Windows 7 with Internet Explorer 7+ or Firefox 3+ OR
- MAC OS X 10.5 with Safari 3+ or Firefox 2+
- High-speed Internet connection
- TWAIN compliant document scanner

RECOMMENDED REQUIREMENTS:

- Windows XP or Windows 7 with Internet Explorer 8 or Firefox 3+
- MAC OS X 10.6 with Safari 5+ or Firefox 3

**Errors**. You agree to notify Cabrillo Credit Union of any suspected errors regarding items deposited through the EZ Deposit service right away, and in no event later than 60 days after the applicable Cabrillo Credit Union account statement is sent. Unless you notify Cabrillo Credit Union within 60 days, such statement regarding all deposits made through the EZ Deposit service shall be deemed correct, and you are prohibited from bringing a claim against Cabrillo Credit Union for such alleged error.

Your Operational Responsibilities

1. Maintain one or more accounts at the Credit Union that are eligible for receipt of deposits using digitized check images;

2. Restrictively endorse any item transmitted through the EZ Deposit service as "For deposit only, Cabrillo Credit Union account #_____". Items not properly endorsed may be rejected;

3. Perform initial installation procedures in accordance with the Credit Union's EZ Deposit guidelines;

4. Use EZ Deposit only for your internal purposes;

5. Exercising due care in preserving the confidentiality of any User ID, password, test key, or other code or authentication method provided by the Credit Union and to prevent the use of EZ Deposit by unauthorized persons, in addition assuming full responsibility for the consequences of any missing or unauthorized use of or access to EZ Deposit or disclosure of any confidential information or instructions by the member, its employees and agents;

6. Installing and implementing any changes and upgrades to EZ Deposit as required by the Credit Union within a reasonable time period to ensure compliance with regulatory changes or developments, or to protect the integrity and security of EZ Deposit;

7. Ensuring equipment is clean and operating properly at all times;

8. Inspecting and verifying the quality of images, thus ensuring that the digitized images of the front and back of original checks (defined as a check for any amount in U.S. Dollars drawn on or payable through a U.S. financial institution that has not been previously presented and paid) are legible for all posting and clearing purposes by the Credit Union. Specifically, you are representing and warranting that:

9. The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check;

10. Each check image (or related electronic data file) contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that check image;

11. The original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Credit Union (unless the Credit Union instructs you to do so) or under any circumstances with any other financial institutions; and

12. The original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that the Credit Union or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that the Credit Union or the other person already paid.

13. In addition, your account(s) will be charged for any deposited check that is later returned to the Credit Union owing to an actual or alleged breach of any such representation or warranty;

14. Using EZ Deposit and equipment to enter, process and transmit original checks in accordance with procedures and transmission deadlines outlined by the Credit Union. You will create a check image of an original check using scanning equipment to scan the front and back of each original check, including the responsibility for entering the correct dollar amount of each check image. In addition, you are responsible for ensuring the MICR line information from the original check is accurately scanned, entered or repaired for each check image;

15. **NOTE**: The Credit Union is not responsible for any losses arising directly or indirectly from damage or alteration to the check image prior to its receipt by the Credit Union. In the event the Credit Union receives a check image from you on a day that is not a business day or after the applicable processing cutoff hour for a business day, the check image is deemed to have been received by the Credit Union at the opening of the next business day.

16. Complying with all security procedures established by the Credit Union and agreeing not to bypass, override or disable any security mechanisms in the software or processing equipment;

17. Verifying Credit Union's receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Credit Union;

18. Using commercially reasonable method(s) to destroy checks after the required retention period has expired;

19. Retaining all information regarding your digitizing of checks as created by EZ Deposit for at least 90 days;

20. **Processing Cut-off Time.** Items transmitted by you and received by Cabrillo Credit Union or its subcontractor by 3:00 P.M. Pacific Standard Time Monday through Friday shall be credited to your account on the same Business Day. Items received by Cabrillo Credit Union after 3:00 Pacific Standard Time on any Business Day shall be credited to your account the next successive Business Day. Funds from items deposited under the terms of this Agreement shall be available to you pursuant to Cabrillo Credit Union's Funds Availability Policy. "Business Day" means any day which Cabrillo Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sundays or holidays.

21. **Image and MICR Quality**. The image of an item transmitted to Cabrillo Credit Union using the EZ Deposit service must be legible. Each image of each Check shall be of such quality that the following information can clearly be read and understood by sight review:
    - The amount of the Check or item;
    - The payee of the Check or item;
    - The signature of the drawer of the Check or item;
    - The Check or item number;
    - The information identifying the drawer of the Check or item;
    - The MICR line;
    - Endorsements applied to the back of the Check or item.

    The image quality of the items must comply with the requirements 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.

22. **Receipt of Items**. We reserve the right to reject any item transmitted through the EZ Deposit service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Cabrillo Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Notwithstanding the fact that Cabrillo Credit Union has accepted an item for deposit, any credit made to your account shall be provisional, and you shall remain liable to Cabrillo Credit Union for any errors, inaccuracies, beach of warranties and any other loss sustained by, or claim made against, Cabrillo Credit Union.

23. **Rejection of Deposit.** Cabrillo Credit Union reserves the right, within our sole and absolute discretion, to accept or reject any item for remote deposit.

24. **Availability of Funds.** You agree that items transmitted using EZ Deposit service shall be available as set forth in the "Funds Availability Policy". Credit to your account is deemed "Provisional Credit" until final payment is received from the drawer bank.

25. **Storage and Disposal of Transmitted Items**. Upon your receipt of a confirmation from Cabrillo Credit Union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented". The item must be stored in a secure location for 60 days after the day of presentment. After the 60 days have elapsed the item must be properly disposed of to ensure that it is not represented for payment. And, you agree never to represent the item. You shall promptly provide any retained item, or a sufficient copy of the front and back of the item, to Cabrillo Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Cabrillo Credit Union's audit purposes.

26. **Deposit Limits**. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the EZ Deposit and to modify such limits from time to time. Currently members shall not make deposits in excess of $5000 daily.

27. **Presentment**. The manner in which the items are cleared, presented for payment, and collected shall be in Cabrillo Credit Union's sole discretion subject to the Depository Agreement and Disclosures governing your account.

Contact in Event of Unauthorized Access

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has accessed EZ Deposit without your permission, call us at: 858-547-7400.

License and Intellectual Property

1. License. The Credit Union, subject to the terms and conditions of this Agreement, hereby grants you a non-exclusive, non-transferable license to use EZ Deposit solely for processing checks in connection with your own business operations, in accordance with the Credit Union guidelines and solely on authorized equipment;

2. Ownership. You acknowledge and agree that all right, title and interest in and to EZ Deposit and any EZ Deposit guidelines, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to EZ Deposit and any EZ Deposit guidelines are:

    A. Owned exclusively by the Credit Union and its licensors;

    B. Represented or contain valuable rights of the Credit Union and its licensors; and

    C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in EZ Deposit or EZ Deposit guidelines, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

    A. Put to issue the scope, validity or ownership of the Credit Union's (or its licensors') intellectual property rights in EZ Deposit and EZ Deposit guidelines;

    B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;

    C. Assert any ownership rights to EZ Deposit and EZ Deposit guidelines or

    D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in EZ Deposit and EZ Deposit guidelines or any packaging, and shall include any copy of EZ Deposit and EZ Deposit guidelines any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to EZ Deposit and EZ Deposit guidelines, or any right, title, interest or license in or to any trademark of the Credit Union or its licensors, but only a limited right of use (revocable in accordance with the terms hereof).

You hereby assign to the Credit Union and/or its licensors, as directed by the Credit Union, any rights, including any patent, copyright, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to EZ Deposit or the intellectual property rights to EZ Deposit, and any other computer code using any of EZ Deposit.

You agree to:

    A. Cooperate with the Credit Union and its licensors to protect the EZ Deposit, including in connection with any lawsuits or disputes involving the EZ Deposit;

    B. Promptly notify the Credit Union and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the EZ Deposit; and

    C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the EZ Deposit by others:

        - Grant to the Credit Union and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and

        - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

The Credit Union agrees to be responsible only for performing the service s expressly provided for in this Agreement and shall be responsible only for its actions or inactions for which the Credit Union has engaged in gross negligence or willful misconduct in performing those services. The Credit Union will not be responsible for your acts or omissions and none of your employees or agents shall be considered agents of the Credit Union. You agree to defend, indemnify and hold the Credit Union harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of:

1. Any claim of any person that is responsible for any act or omission by you or your employees or agents;

2. Any claims against the Credit Union from a third party resulting directly or indirectly under this Agreement where the Credit Union has acted in accordance with your instructions and/or within the terms of this Agreement;

3. Your negligence or breach of this Agreement

4. Your failure to provide the appropriate information for an instruction via the EZ Deposit;

5. Your failure to provide and maintain accurate information in this Agreement; and

6. Any breach by you of any representation or agreements made pursuant to or in this Agreement.

You understand and agree that the Credit Union's liability and your sole and exclusive remedy for claims in connection with or arising out of this Agreement for any cause whatsoever and regardless of the form of action shall be limited to actual, direct damages for losses resulting from the Credit Union's gross negligence or willful misconduct. In no event shall the Credit Union be liable for special, consequential, incidental, exemplary or similar damages including, but not limited to, lost profits or lost savings, even if the Credit Union was advised of the possibility thereof.

Without limiting the generality of the foregoing provisions, the Credit Union shall be excused from failing to act or delay in acting:

1. If any legal constraint or circumstances beyond the Credit Union's control caused such failure or delay;

2. If EZ Deposit was not working properly, and you knew about the breakdown when you started the check image and deposit instruction; or

3. If there are other exceptions stated in our agreement with you.

Nothing contained in this Agreement shall be deemed to relieve you of any liability, duty or obligation which may be imposed upon you by any federal, state or municipal laws, including without limitation, laws requiring you to maintain records regarding your business or employees or to withhold taxes or other deductions.

You will indemnify and hold harmless the Credit Union, its licensors and providers of services hereunder, and their respective directors, officers, shareholders, employees and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) that result from or arise out of:

1. The wrongful acts or omissions of you, or any person acting on your behalf, in connection with your use of EZ Deposit or processing of checks hereunder, including without limitation:

    A. A breach by you of any provision, representation or warranty of this Agreement;

    B. The negligence or willful misconduct (whether by act or omission) of you, your customers, or any third party on behalf of you;

    C. Any modifications or changes to EZ Deposit made by you or any third party within the control or on behalf of you;

    D. Any misuse of EZ Deposit by you or any third party within the control or on behalf of you; or

    E. The failure by you to comply with applicable state and federal laws and regulations.

2. Any act or omission of the Credit Union that is in accordance with this Agreement or instructions from you; or

3. Any claim by any recipient of a substitute check corresponding to a check processed by you hereunder, that such recipient incurred loss due to the receipt of the substitute check instead of the original check (a "Claim").

The Credit Union will not be liable to you for any of the following, unless liability or loss is a result of the Credit Union's breach of this Agreement or the gross negligence or willful misconduct of the Credit Union or its employees or agents:

1. Any damages, costs or other consequences caused by or related to the Credit Union's actions that are based on information or instructions that you provide to the Credit Union;

2. Any unauthorized actions initiated or caused by you or its employees or agents;

3. The failure of third persons or vendors to perform satisfactorily, other than persons to whom the Credit Union has delegated the performance of specific obligations provided in this Agreement;

4. Any refusal of a Payor Financial Institution to pay an electronic item or substitute check for any reason, including without limitation that the check, electronic item or substitute check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;

5. Any other party's lack of access to the Internet or inability to transmit or receive data;

6. Failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems; or

7. Actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an electronic item to the Credit Union.

Limitations of Service

When using the EZ deposit service, you may experience technical or other difficulties. The Credit Union cannot assume responsibility for any technical or other difficulties or any damages that you may incur. It is understood and agreed upon that the service may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. The EZ deposit service has qualification requirements, and Cabrillo Credit Union reserves the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the EZ Deposit service, immediately and at any time without prior notice to you.

The Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the Credit Union will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing substitute checks or electronic items to the Payor Financial Institution.

The Credit Union shall indemnify and hold harmless you, and your directors, officers, shareholders, employees, and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) arising from a claim by a third party that your use of EZ Deposit to:

1. Capture electronic images of original checks;

2. Electronically transmit the resulting electronic images to the Credit Union for processing, in accordance with the EZ Deposit guidelines; and/or

3. Store electronic copies of such electronic images within EZ Deposit, directly infringes any valid United States copyright or United States patent of such third party (a "Claim").

The Credit Union shall have no liability under this provision to the extent a Claim is attributable to:

1. Modification of EZ Deposit by anyone other than the Credit Union without the express prior written consent of the Credit Union, if liability for infringement would not have arisen but for such modification;

2. Combination or use of EZ Deposit with any software or hardware not provided by the Credit Union, if liability for infringement would not have arisen but for such combination or use with such software or hardware;

3. Use of EZ Deposit in any way not authorized by this Agreement, if liability for infringement would not have arisen but for such unauthorized use;

4. Transmission of electronic images to any other computer, system or media, other than, transmission to the Credit Union for the purpose of processing such electronic images as contemplated herein, if liability for infringement would not have arisen but for such transmission;

5. Use of other than the most current release of EZ Deposit provided to you, if liability for infringement would not have arisen if the most current release had been in use; or

6. Any breach by you of this Agreement, if liability for infringement would not have arisen but for such breach.

If your use of EZ Deposit is, or in the Credit Union's opinion is likely to be, enjoined due to any Claim, the Credit Union shall, at its sole option and expense, do one or more of the following:

1. Provide you the right to continue using EZ Deposit at no additional expense;

2. Replace or modify EZ Deposit with non-infringing software, without a material reduction in functionality or performance;

3. Resolve any Claim so that you may continue using EZ Deposit at no additional expense; or

4. Terminate the services and the license of EZ Deposit.

Any action by the Credit Union shall not relieve the Credit Union of its obligation to indemnify Indemnified Parties in accordance with the other provisions of this provision, and you agree and acknowledge that the remedy provided in this provision is the sole and exclusive remedy of you, and consequently the sole and exclusive liability of the Credit Union, with respect to any Claim or any related action, and the Credit Union shall not be otherwise liable to you for providing non-infringing software.

An Indemnified Party shall:

1. Provide the indemnifying party prompt written notice of any Claim for which the Indemnified Party intends to claim indemnification;

2. Provide the indemnifying party (and/or its licensors, in case the Credit Union is the indemnifying party) the right to control and direct the investigation, defense and settlement of the Claim; and

3. Cooperate fully with the indemnifying party (and/or its licensors, in case the Credit Union is the indemnifying party) in the investigation, defense and settlement of such Claim.

The failure to deliver notice to the indemnifying party promptly after an Indemnified Party becomes aware of a Claim, if prejudicial to the indemnifying party's ability to defend such action, shall relieve the indemnifying party of any liability to Indemnified Parties under this provision to the extent of such prejudice. An Indemnified Party shall not settle or compromise any Claim, and any settlement or compromise by an Indemnified Party of a Claim shall be void as against the indemnifying party and shall terminate the indemnifying party's obligation to indemnify such Indemnified Party. The indemnifying party (and/or its licensors, in case the Credit Union is the indemnifying party) may settle or compromise any Claim, provided that such settlement or compromise does not involve any admission of wrongdoing on the part of any Indemnified Party or require any payment or other performance by any Indemnified Party.

You agree that Cabrillo Credit Union retains all ownership and proprietary rights in the Remote Deposit Capture service (EZ Deposit), associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Remote Deposit Capture service (EZ Deposit). Without limiting the restriction of the foregoing, you may not use the Remote Deposit Capture service (EZ Deposit) (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Cabrillo Credit Union's business interest, or (iii) to Cabrillo Credit Union's actual or potential economic disadvantage in any aspect. You may use the Remote Deposit Capture service (EZ Deposit) only for non-business, personal use in accordance with this Agreement. 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.

Termination

We reserve the right to terminate this Agreement or limit your use of EZ Deposit at any time and for any reason at our discretion. We reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of EZ Deposit without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;

2. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);

3. If there is conflicting claims as to the funds in any of your account(s);

4. If you request us to do so;

5. If you have insufficient funds in any one of your Credit Union accounts; or

6. Mismanagement of your Credit Union account.

You may cancel EZ Deposit at any time by fax, e-mail, or calling us at 858-547-7400. Or you may write to us at: 10075 Carroll Canyon Rd, San Diego CA 92131. Your access to EZ Deposit will be suspended within 2 business days of our receipt of your instructions to cancel EZ Deposit. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to EZ Deposit and does not terminate your other relationships with us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date. Within 2 business days after termination of this Agreement, you will return or remove all copies of EZ Deposit or its guidelines in your possession or under your control, and will, upon request, certify in writing that you have returned or removed all such copies. In addition, you will keep your account(s) at the Credit Union open until the later of:

1. Ten days after the date of termination; or

2. Final payment with respect to all processing fees, and will maintain funds in such account(s) in amounts and for a period of time determined by the Credit Union in its reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, the Credit Union may charge such excess against any of your other accounts at the Credit Union, and you will pay immediately upon demand to the Credit Union any amount remaining unpaid. You will also continue to retain checks and forward checks to the Credit Union.

DISCLAIMER OF WARRANTIES

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

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODSHALL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CABRILLO CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

You may not assign this Agreement. This Agreement is entered into in San Diego, California, and shall be governed by the laws of the State of California and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.