

**Enterprise Anywhere
(Internet/Online/Mobile Banking)
ACCOUNT ACCESS AGREEMENT AND DISCLOSURE STATEMENT**

**MOBILE REMOTE DEPOSIT SERVICES AGREEMENT
ENTERPRISE CREDIT UNION**

This Agreement is a contract, which establishes the rules that cover your electronic access to your account(s) at Enterprise Credit Union through the Online/Mobile Virtual Banking system. You will be bound by this Agreement when you enroll in Online/Mobile Virtual Banking. You also accept all the terms and conditions of this Agreement by using the Online/Mobile Virtual Banking system. Please read it carefully and retain for your records.

This Agreement is also subject to applicable federal laws and the laws of the State of Wisconsin (except to the extent this Agreement can and does vary such rules or laws). If any provisions of this Agreement are found unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words "you", "your", and "yours" refer to the Enterprise Credit Union member(s) jointly and severally. The words "we", "us", "our", "Enterprise" and "Credit Union" refer to Enterprise Credit Union. This Agreement and Disclosure Statement (hereinafter "Agreement") explains and describes the types of Electronic Funds Transfers which are available to you with our Virtual Banking system. This Agreement also contains your rights and responsibilities concerning transactions that you make through the Virtual Banking, including your rights under the Electronic Funds Transfer Act.

To qualify for access to the Online/Mobile Virtual Banking, you must be a Credit Union member in good standing. Online/Mobile Virtual Banking may not be accessible to Business and Organizational accounts. Other conditions may apply.

ENROLLING FOR Virtual Banking

Every owner of an account has a unique member number. The primary owner should use the account number as their member number. Each additional co-owner will need to contact the Credit Union to be given their own unique member ID for enrollment purposes. Each user will create a unique Username and Password. Usernames are required to be between 6 and 19 alpha-numeric characters and CANNOT be your member number. Passwords are required to be a minimum of 10 alpha-numeric characters but may not exceed 19 characters. A minimum of 1 numeric and 1 upper alpha, 1 lower alpha and 1 special character is required.

You accept responsibility for periodically changing your Username and Password and protecting

the integrity of the Username and Password to protect against unauthorized transactions and account access. Account owner(s) should not share Usernames. This includes members who are primary or joint on the same account. A separate, unique, Username should be created for each owner.

Granting access to your account via Virtual Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

1. Logon Credentials and Security

You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Online/Mobile Banking. Using your logon credentials has the same effect as your signature authorizing transactions. You agree not to leave your mobile device or computer unattended while logged into Online/Mobile Banking and to log off immediately at the completion of each access by you. You agree to safely keep the logon credentials, not to record your logon credentials or otherwise disclose or make the credentials available to anyone. Anyone to whom you disclose your logon credentials and anyone who has access to your credentials will have full access to Online/Mobile Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your credentials with your permission, you will be responsible for any transactions performed by that person.

2. Electronic Delivery of Disclosures, Notices and Statements

By enrolling in Online/Mobile Virtual Banking you are consenting to receive monthly statements, disclosures, notices, terms and conditions, and other documents and all changes to the disclosures, notices, etc. (Communications) electronically. You also confirm that your device meets the specifications and requirements outlined below and that you will be able to access and retain the Communications electronically. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

3. System Requirements to Access Information Online

To receive an electronic copy of the Communications you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a certain version of a web browser and your system or device must have 128-bit SSL encryption software.
- Software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available to download at <https://get.adobe.com/reader/>). Your access to this page verifies that your system/ device has the necessary software to permit you to receive and access PDF files.

4. VIRTUAL BANKING

Reach the Virtual Banking at <https://www.EnterpriseCU.com> You can use Virtual Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the Virtual Banking services may not be available occasionally due to emergency or scheduled system maintenance. The use of your Username is required to access Virtual Banking. You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans. Enterprise Anywhere may NOT support information regarding Visa® credit card accounts.
- Make transfers between share/savings, draft/checking, and loan accounts.
- Transfer advances from your personal line-of-credit loan to share accounts.
- Review at least 200 days of share/savings history, 90 days of draft/checking history, 18 months of certificate history, 18 months of open end loan history, and closed end loan history for the life of the loan.
- Make transfers from your share accounts to other share accounts that you share an association.
- View check copies and re-order checks.
- View e-Statements if applicable

LIMITATIONS ON TRANSFERS

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking and Internet instruction. No more than three of the six transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH). If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be subject to a fee, account closure, or suspension or we may revoke your access to Enterprise Anywhere. We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction. However, we may complete the transaction. You agree not to use Virtual Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Virtual Banking to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request as well as any fees incurred. We also will refuse to complete your Virtual Banking transactions if we have canceled your Virtual Banking access, or we cannot complete the transaction for security reasons.

The functions and limitations of Virtual Banking may be updated, without notice, at the option of the Credit Union in order to service our membership.

5. FEES FOR VIRTUAL BANKING

There is no monthly service fee for using Virtual Banking (Enterprise Anywhere). Add on products and services may incur a fee. If applicable, you authorize us to charge you Online/Mobile Banking fees identified in our current fee schedule disclosed with the Account Agreement or the loan agreement, in the Fee Schedule, or disclosed as you purchase the service (typically quicker BillPay mailings, or Portal Pay) which may be amended by us from time to time.

6. ACCOUNT STATEMENTS

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

7. Deposit Account Rules

Any account, loan or other product accessed through Online or Mobile Banking is also subject to the Account Agreements, loan agreements and Disclosures provided at the time of account opening. Electronic transactions are generally transmitted and posted quickly, however, check processing often takes additional time and your account balances, whether an available balance or account balance or the current loan balance, may not reflect the actual amount credited to your account if the deposit or payment is in the form of a check or for other reasons as detailed in our Account Agreement or in your loan agreement with us. Please contact us for any payoff amounts or information regarding Pending Transactions.

8. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about electronic transfers, telephone us at the number below, E-mail us at Onlinehelp@EnterpriseCU.com, or send us a written notice to the address below as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

262-797-6260

Enterprise Credit Union

15850 West Bluemound Road

Brookfield, WI 53005

- Tell us your name and member number.
 - Describe the error or the electronic transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
9. 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 (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will attempt to fix the issue promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error

involves a transaction to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error so that 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 credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

10. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You will be liable for unauthorized access to accounts via Virtual Banking to the extent allowed by applicable federal and state law. Tell us AT ONCE if you believe your Member number, or Username, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at 262-797-6260, E-mail us at onlinehelp@EnterpriseCU.com or mail to Enterprise Credit Union, 15850 W Bluemound Road, Brookfield, WI 53005. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had told us, you could lose as much as \$500.

11. Our Liability for Failure to Process Funds Transfer

We strive to make all your funds transfers according to your instructions. We will, however, incur no liability if we are unable to complete any transfer initiated by you through Online/Mobile Banking because of the existence of any one or more of the following circumstances:

- The funds transfer would exceed the maximum permitted funds transfer amount or your available balance or your account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
- The funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.
- You have not properly followed the instructions for using Online/Mobile Banking or your operating system is not properly installed or mobile device is not functioning properly.
- Errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer or mobile device equipment you use with Online/Mobile Banking, including, without limitation, your inability to access Online/Mobile Banking or any part of Online/Mobile Banking.

- Failure to provide access or for interruptions in access to Online/Mobile Banking due to Online/Mobile Banking system failure.
- We have good reason to believe the transfer request is unauthorized.
- An account holder is deceased.
- Any other exception stated in any of our agreements with you.

Provided none of the foregoing exceptions are applicable, if Online/Mobile Banking causes an incorrect amount of funds to be removed from your account, Online/Mobile Banking shall be responsible for returning the improperly transferred funds to your account. If Online/Mobile Banking causes funds from your account to be directed to an incorrect payee, you agree to help us recover funds directed to the incorrect payee.

12. TRANSACTIONS THAT ARE NOT COMPLETED

You authorize us to obtain any information deemed necessary to process your request for access to Virtual Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.
- Or, if you give us written permission.

13. OUR BUSINESS DAYS

Our business days are Monday through Friday, other than legal Federal banking holidays.

14. PRE-AUTHORIZED PAYMENTS

You may not use Virtual Banking to enter into pre-authorized payment arrangements.

15. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

16. EVIDENCE

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

17. TERMINATING THIS AGREEMENT

You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Username. We can also terminate this Agreement and revoke access to Virtual Banking at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Username after this Agreement has been terminated.

18. CHANGING THIS AGREEMENT

We may change any term of the Agreement at any time. If the change would result in increased fees, if applicable, for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms on our web site, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

19. Exclusion of Liability and Warranties

Online/Mobile Banking makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING ONLINE/MOBILE BANKING, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, ENTERPRISE CREDIT UNION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF ONLINE/MOBILE BANKING, AND ENTERPRISE CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

20. Notification of Change in Name or Address

You agree to notify us promptly in writing of any change in name, address or email address via secure e-mail or to Enterprise Credit Union, Attn: Member Service Dept., 15850 West Bluemound Road, Brookfield, WI 53005.

21. COLLECTION EXPENSE

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

22. GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the State of Wisconsin. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

23. Termination; Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online/Mobile Banking, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online Banking for a period of six (6) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Limits

\$2,500 per day

AND

\$20,000 over any 30-day period
(lower limits may apply to newer accounts <90 days)

Mobile Remote Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device.

Limits. Mobile Remote Deposits are limited to \$2,500 per day and \$20,000 in any 30-day period. 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. We may adjust these limits at any time.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 is drawn.
- Checks payable in foreign currency, starter checks, substitute checks, third-party checks, remotely created checks and checks payable to cash.
- Traveler’s Checks, Money Orders, Returned Checks, Postdated or Stale dated checks.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing

house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “for Mobile Deposit only at Enterprise Credit Union.” Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint account owner, either of you can endorse it. If the check is made payable to you and your joint account owner, both of you must endorse the check.

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. Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, we may reverse such amount from your account. Promptly after the 60-day period expires, you must destroy the original check by first 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.*

You agree that you will never re-present the original check. You understand that you will be responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original

check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

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

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through Shared Service Centers.

Funds Availability Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of checks to us. Funds from Mobile Deposits confirmed as received before close of business on a business day (any day except Saturdays, Sundays, and federal holidays) will generally be credited to your account within the next business day. Deposits confirmed received after close of business on a business day, or on Saturday, Sunday or federal holiday will be credited to your account within the second business day. Funds will be available for withdrawal on the second business day after they are credited to your account, however, we may apply additional and longer holds on funds based on any other factors as determined by us in our sole discretion.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.

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

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

Your 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 Bradford Scott Data Corp and Urban FT Group, their 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, Bradford Scott Data Corp or Urban FT Group Applications, unless such claim directly results from an action or omission made by Bradford Scott Data Corp or Urban FT Group in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

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

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

Termination of Service We reserve the right to terminate the Service at any time without notice to you. Provisions of this agreement shall survive termination of this Addendum.

Error Reporting In case of errors or questions about your mobile deposits, email us at RDC@enterpriseCU.com or call us at (262) 797-6260 or write us at Attn: Remote deposit, Enterprise Credit Union, 15850 West Bluemound Road, Brookfield, WI 53005 as soon as you can, if you think your statement is wrong or if you need more information about a deposit listed or not listed on the statement. You can see a complete history of all your mobile deposits at any time inside our mobile applications. We must hear from you within 60 days after we FIRST posted the transfer to your statement.

Amendment We may amend this Agreement at any time and the changes will be reflected in this document. The Agreement in its then-current form will always be available online and you agree to check the Agreement periodically to make sure you remain comfortable with it. We may require that you accept changes at the time you sign in or we may provide Notice to you at your e-mail or mailing address on file. Amendments will be effective upon the date posted. If you do not want to be bound by any changes, you must not use the Mobile Deposit after their effective date.