



FIRE FIGHTERS CREDIT UNION
9200 E. 41st Street
Tulsa, OK 74145

TRUTH-IN-SAVINGS DISCLOSURE: CD

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings. For Term Share Certificate of Deposit accounts, dividends must be paid directly to you or transferred to another account; dividends cannot be added to the account. For Term IRA Certificate of Deposit accounts, dividends must be transferred to another account; dividends cannot be added to the account.

2. DIVIDEND PERIOD — For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

3. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends are stated in the Rate Schedule.

4. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share (savings) account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

5. ACCRUAL OF Dividends — For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

6. TRANSACTION LIMITATIONS — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may not make any withdrawals until the maturity date.

7. MATURITY — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

8. RENEWAL POLICY — The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of 10 days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

9. NONTRANSFERABLE/NONNEGOTIABLE — Your account is nontransferable and nonnegotiable.

10. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) and pay a nonrefundable membership fee as set forth below.

- Par Value of One Share \$5.00
- Number of Shares Required 1
- Membership Fee \$5.00

The rates and fees appearing with this Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.



FIRE FIGHTERS CREDIT UNION
9200 E. 41st Street
Tulsa, OK 74145

TRUTH-IN-SAVINGS DISCLOSURE: Savings

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. The Regular Share, Business Share, and Additional Share accounts are tiered rate accounts. If your average daily balance is from \$25.00 to \$5,000.00, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your average daily balance is from \$5,000.01 to \$20,000.00, the second dividend rate and annual percentage yield listed for this account will apply. If your average daily balance is \$20,000.01 or greater, the third dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

2. NATURE OF DIVIDENDS — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

3. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. ACCRUAL OF DIVIDENDS — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends. However, for Holiday Share accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

5. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share (savings) account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

6. ACCOUNT LIMITATIONS — For Regular Share, Business Share, Additional Share, and Holiday Share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For Holiday Share accounts, the entire balance will be transferred to another account of yours on or after October 1 and the account will remain open. If you withdraw from your Holiday Share accounts, you will be charged a fee as disclosed in the Fee Schedule. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Share Draft and IRA Share accounts, no account limitations apply.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information. For ATM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

8. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) and pay a nonrefundable membership fee as set forth below.

- Par Value of One Share \$5.00
- Number of Shares Required 1
- Membership Fee \$5.00

The rates and fees appearing with this Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.



FIRE FIGHTERS CREDIT UNION

9200 E. 41st Street
Tulsa, OK 74145

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Fire Fighters Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your cash and check deposits available to you on the first (1) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT – For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before end of business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after end of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

SAME-DAY AVAILABILITY — Funds from electronic direct deposits to your account as well as funds from the following deposits will be available on the same business day that we receive the deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Fire Fighters Credit Union

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second (2) business day after the day we receive your deposit.

AVAILABILITY OF OTHER CHECK DEPOSITS – The first \$200.00 from a deposit of other checks will be available by the first (1) business day after the day of your deposit. The remaining funds will be available by the second (2) business day after the day of your deposit. For example, if you deposit a local check of \$700.00 on a Monday, \$200.00 of the deposit will be available by Tuesday. The remaining \$500.00 will be available by Wednesday.

HOLDS ON OTHER FUNDS – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

LONGER DELAYS MAY APPLY – We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We have reasonable cause to doubt the collectability of a check you deposit.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- A check is redeposited that was previously returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh (7) business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit. The excess over \$5,000.00 will be available on the ninth (9) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second (2) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9) business day after the day of your deposit.

DEPOSITS AT NONPROPRIETARY ATMS — If accepted, funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5) business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

DEPOSITS AT SHARED BRANCHES/SERVICE CENTERS — Deposits made at Co-Op Shared Branch locations are subject to verification by Fire Fighters Credit Union and may not be available for immediate withdrawal, but follow the same availability rules as included in this Disclosure.

FOREIGN CHECKS — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.



Remote Deposit Disclosure

This Remote Deposit Service Agreement (“Agreement”) contains the terms and conditions for the Remote Deposit capture services that Fire Fighters Credit Union may provide to you. The words “we,” “us,” “our” and “Credit union” mean Fire Fighters Credit Union. The words “you” or “your” mean each and all those who use the Remote Deposit services. The word “account” means any one or more deposit accounts you have with the Credit Union. Your, Membership and Account Agreement is hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Membership and Account Agreement, this Agreement will control.

Services. The Remote Deposit services (“RD”) are designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by electronically transmitting a digital image of the original checks (“images”) to us or our designated processor. Original checks are converted to “substitute checks” as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC, for deposit with the Credit Union and for processing and presentment to a collecting or paying financial institution. For purposes of this Agreement, a “substitute check” (as defined in Regulation CC) is a check reproduction of an original check that:

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured;
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140; and
- Is suitable for automated processing in the same manner as the original check.

Member Eligibility. You must download the Fire Fighters Credit Union app in order to use Remote Deposit(RD). You understand that you must be a Credit Union member over the age of 15 years to be eligible to enroll in Remote Deposit. If any of the following applies to you, you will be ineligible to enroll in or use Remote Deposit, your loan with us is delinquent more than 30 days, your account is a business account, you do not have a valid email address on file with us, you are not enrolled in Online Banking, or your account is dormant.

Acceptance of Agreement. By using the Remote Deposit Service, you agree to the terms and conditions in this Agreement, including any amendments. Your use of the Services constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth herein. There is currently no charge for Remote Deposit. However, we reserve the right to change the terms and charges for Remote Deposit at any time and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of Remote Deposit will indicate your acceptance of the revised Agreement.

Compliance with Laws. You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of Remote Deposit, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern Remote Deposit. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.

Limits. We reserve the right to establish limits on the dollar amount and/or the number of items or deposits that you transmit using Remote Deposit which we may change at any 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. Currently the limits are \$2000.00 per transactions and \$3,000.00 daily. Based on certain circumstances, Fire Fighters Credit Union reserves the right to change these limits.

Eligible Items. You agree to deposit only “checks” as the term is defined in Federal Reserve Board Regulation CC. For purposes of this Agreement, “check” (as defined in Regulation CC) means a negotiable demand draft that is drawn on:

- Or payable through or at an office of a bank or credit union;
- A Federal Reserve Bank or a Federal Home Loan Bank;
- The Treasury of the United States;
- A state or local government that is not payable through or at a bank or credit union;

Unacceptable Deposits. You understand and agree that you will not use Remote Deposit to deposit:

- Checks payable to any party other than the party that owns the account the check is being deposited to
- Any third party check, i.e., any item made payable to another party and then endorsed to you by that party
- Checks containing 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 is drawn
- Checks made payable to more than one party (including tax refund checks and other government checks), unless deposited into an account in the name of all payees

- Checks previously converted to a “substitute check,” as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks not payable in United States currency
- Checks stale dated more than 6 months prior to the date of deposit
- Checks that are posted-dated after the date of deposit
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through Remote Deposit or through a remote deposit capture service offered at any other financial institution
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks drawn on your personal account at the Credit Union
- Checks stamped “non-negotiable” (whether stamped in print or as a watermark) • Checks that have been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason
- Any item that is incomplete
- Cash
- Savings Bonds
- Government-issued warrants
- Any item with a qualified endorsement (example: without recourse, John Doe)
- Any item with a conditional endorsement (example: pay to the order of John Doe, when car is fixed).

Deposits of this nature may result in the immediate termination of Remote Deposit.

Requirements. Each image must accurately and legibly 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 of the check must meet the standards established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, including the requirements under federal Regulation CC, and any other regulatory agency, clearing house or association. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse the check as follows: 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, your account number and “FOR REMOTE DEPOSIT TO FFCU.”** You agree to follow any and all other procedures and instructions for use of Remote Deposit as we may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If the check is payable to you or your joint owner, either of you can endorse it. If the check is payable to you and your joint owner, both of you must endorse the check.

Fees. You agree to pay all fees and charges for deposit services as set forth on Fire Fighters Credit Union Fee Schedule. Service fees are subject to change at any time. Fire Fighters Credit Union Union’s Fee Schedule is available at any Branch location or on firefighterscu.org.

Receipt of Deposit. All images processed for deposit through Remote Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. Upon receipt of the digital image, we will review the image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the Credit Union. Confirmation of our receipt of your deposit can be verified by email, if you choose to receive an email confirmation, or by viewing your account in Online Banking. We shall not be deemed to have received the image for deposit until the image is posted to your account. Deposits received **after 1:30 pm** on any business day or on a non-business day will not be viewed for deposit until the following business day. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check.” Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through Remote Deposit, we may return the substitute check we created because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. We are not liable for any

service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Check Retention and Destruction. After you have confirmation that we have received an image, you agree to prominently mark the item as “Electronically Presented” or “POSTED” to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using Remote Deposit for a period of 90 days after transmission to us in order to verify settlement and credit or to balance periodic statements. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. During the retention period, you agree at your expense to promptly deliver any retained check, or a sufficient copy of the front and back of the check, to the Credit Union upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If not provided within 7 business days of our request, such amount will be reversed from your account. In addition, if you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Hardware and Software Requirements. In order to use Remote Deposit, you must obtain and maintain, at your expense, your own mobile device. Use of Remote Deposit requires download of our mobile application from the Apple Store or Android Market. We are not responsible for any data charges that may apply.

Your Duty to Report Errors. Any remote deposits made using Remote Deposit will be reflected on your applicable Credit Union account statement. You understand and agree that you are required to immediately notify us of any suspected error relating to images transmitted using Remote Deposit by no later than sixty (60) days after the date of the applicable statement is sent, that includes any transaction you allege are erroneous. You are responsible for any errors that you fail to bring to our attention within this time period, and are prohibited from bringing a claim for such alleged error.

Returned Deposits Liability .

- Single party accounts : a single party account is an account owned by one member (individual , corporation, partnership, trust or any other organization) qualified for credit union membership)
- Multiple party accounts: An account owned by two or more persons is a multiple party accounts. Multiply party accounts will have the same liability as single party accounts regardless of who on the account initiated or benefited from the transaction.

Any credit to your account for checks deposited using Remote Deposit is provisional. If original checks deposited through Remote 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. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, plus a returned check fee as stated in our Fee Schedule. We will notify you via email of transactions we are unable to process because of returned items. Should the email be returned as undeliverable, the Credit Union will have completed its obligation to alert you of a rejected item and is under no obligation to attempt any redelivery of the e-mail. 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 of a check transmitted to us 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 will retain possession of each original check deposited using Remote Deposit for the required 90-day period and neither you nor any other party will submit the original check for payment.
- You have not knowingly failed to communicate any material information to us.

- You will not use Remote Deposit and/or your accounts for any illegal activity or transactions.
- 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. Each check you submit for deposit is payable in United States dollars and drawn on a financial institution located in the United States, including its territories and has a United States Routing number.

Email Address.

You agree and understand that it is your full responsibility to keep the Credit Union informed of your most current email address, as this is the email address where we will send you notification of receipt and rejection of any remotely deposited items.

Natural Disasters. The Credit Union shall not be liable for any loss, damage, liability, or claim arising directly or indirectly for any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control.

Termination. Either party may terminate this Agreement and the Remote Deposit service without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) You will immediately cease using Remote Deposit, and (ii) you shall promptly remit all unpaid monies due under this Agreement. You may terminate the Remote Deposit service by contacting the Credit Union during business hours at 918-582-1191, notifying us through your Virtual Branch (internet banking) portal, or writing us at Fire Fighters Credit Union 9200 E 41st Tulsa, OK 74145. Upon your request, we will terminate your service within 5 business days of receipt of your notification. We reserve the right to terminate this Agreement or limit your use of Remote Deposit at any time and for any reason at our discretion, with or without cause and without prior notice. Examples of when we may terminate this Agreement and the use of Remote Deposit without prior notice include, but are not limited to:

- If you breach this or any other agreement we may have with you
- 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)
- If there are conflicting claims as to the funds in any of your account(s)
- If you request us to do so
- If you have insufficient funds in any one of your Credit Union accounts
- In order to protect the Remote Deposit service or the Credit Union from harm or compromise of integrity, security, reputation or operation.

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 Remote 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. In addition, you will keep your account(s) at the Credit Union open until final payment with respect to all processing fees, and will maintain funds in your 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 return of checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts, and you will pay immediately upon demand any amount remaining unpaid.

Remote Deposit Unavailability. Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of your Internet service provider, cellular service provider and Internet software. In the event that Remote Deposit is unavailable, you acknowledge that you may deposit original checks at our branch or shared service center. It is your sole responsibility to verify that items deposited using Remote Deposit have been received and accepted for deposit by us.

Funds Availability. You agree that items transmitted using Remote Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You agree that electronically transmitting a digital image of an original check does not constitute receipt by the Credit Union. Credit to your account does not infer funds availability. You also understand that credit is provisional until settlement is final. Funds deposited using Remote Deposit will generally be made immediately from the day of deposit, unless there is a situation where a hold is necessary for the deposited item. The Credit Union may make such funds available sooner or later based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.

Business Days. Our business days are Monday through Friday, except holidays.

Remote 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 at 918-582-1191 and if requested, follow up 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. If warranted in our reasonable judgment, we may audit you and/or monitor your account activity, and you agree to cooperate with us in connection with such audit and/or monitoring, to confirm that you have satisfied your obligations under this

Agreement. You agree to notify us promptly if your mobile device is lost or stolen or if you have any reason to believe your Remote Deposit access may have been or is subject to compromise.

Ownership and License. Your use of Remote Deposit 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 Remote Deposit. Without limiting the restriction of the foregoing, you may not use Remote Deposit (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to our business interest; or (iii) to our actual or potential economic disadvantage in any aspect. 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.

Accountholder's Indemnification Obligation. You agree to indemnify, defend and hold harmless the Credit Union and its shareholders, directors, officers, employees and agents against any and all losses, claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Remote Deposit and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF REMOTE DEPOSIT 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 REMOTE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NO INFRINGEMENT. WE MAKE NO WARRANTY THAT THE REMOTE DEPOSIT 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 THE REMOTE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL MOBILE DEVICE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY 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 THE REMOTE DEPOSIT 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. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Services Agreement or any other agreement with us.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your application for Remote Deposit. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Relationship to Other Disclosures. The information in this Agreement applies only to the Remote Deposit service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.

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

Confidentiality. You acknowledge and agree that confidential data relating to Remote Deposit, and our marketing strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement. Such Confidential Information is the exclusive and confidential property of the Credit Union. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver. The failure of either you or us to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

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

Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.