

PFFCU Online Banking Agreement and Disclosure & Mobile Deposit User Agreement



PFFCU ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure (“Agreement”) sets forth the terms and conditions that apply when You use Police and Fire Federal Credit Union’s Online Banking service (“Online Banking”). These terms and conditions are in addition to those set forth in the Electronic Services Agreement and Disclosure contained in Our General Agreements and Disclosures.

As used herein, the term “Account” means any account or accounts established for You as set forth in the General Agreements and Disclosures. The term “Password” means Your confidential password in connection with Your use of the Online Banking service. The terms “We,” “Us,” “Our,” “PFFCU” and “Credit Union” mean Police and Fire Federal Credit Union. The terms “You” and “Your” mean each person applying for and/or using any of the services described herein.

Please read this Agreement carefully. By using Online Banking, You agree to be bound by the terms and conditions of this Agreement.

THIS AGREEMENT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ), REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF OUR INTERNET ACCOUNT ACCESS SYSTEM (“ONLINE BANKING”) WITH ITS CORRESPONDING ONLINE BANKING I.D. AND PASSWORD.

ACCESS REQUIREMENTS. To use Online Banking, You must have a personal computer or internet-enabled portable computing device (e.g., smartphone or tablet) with a web browser and the ability to connect to the internet. We are not responsible for obtaining, maintaining and/or operating the hardware and/or software that You use to access and perform transactions using Online Banking. We are not responsible for any failure or error that may result from the malfunction of Your equipment. You agree that Your access to Our website and use of Online Banking is at Your own risk. You are responsible for any telephone access fees, internet service fees, data charges and/or other fees and charges that Your provider may impose in connection with the use of Online Banking. You are also solely responsible and/or liable for any viruses, worms, Trojan horses or other harmful components that Your computer may have or acquire by downloading material from the Online Banking website, including any damages that may result from such harmful components, whether direct, indirect, incidental, special or consequential. We encourage all Online Banking users to use a virus protection product to routinely scan their computer or internet-enabled portable computing device for viruses and other harmful components.

PFFCU ONLINE BANKING AGREEMENT. This Agreement applies to Your use of Online Banking, including the use of Online Banking to make any electronic fund transfer to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied

authority for use of Your Account. An electronic fund transfer is any transfer of funds which is performed through the use of Online Banking. You will be asked to select an Online Banking I.D. and Password. We will make every effort to accommodate Your request. You understand that any Online Banking I.D. and Password are issued by Us and are not transferable. The use of Your Online Banking I.D. and Password is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Online Banking I.D. and Password; (b) that We may follow all instructions given to the Online Banking system; and (c) that each withdrawal by You or by any authorized user of Your Online Banking I.D. and Password may be charged to Your share or share draft Account, as appropriate, and will be treated as though it were a share withdrawal except that We may charge withdrawals to Your share Account in any order We determine.

We may, but are under no obligation to do so, process an electronic fund transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

ISSUANCE OF ONLINE BANKING I.D. AND PASSWORD. You will be issued a separate Online Banking I.D. and Password to be used in conjunction with PFFCU Online Banking transactions. The use of Your Online Banking I.D. and Password by You or any authorized user is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

TYPES AND LIMITATIONS OF SERVICES

ONLINE BANKING TRANSACTIONS. At the present time, You may use Online Banking in conjunction with Your Online Banking I.D. and Password, an internet connection and a personal computer or internet-enabled portable computing device (e.g., smartphone or tablet), for the following services: (a) transfer funds between Your share and share draft Accounts; (b) make payments on Your Credit Union loan accounts from Your share and share draft Account(s); (c) open and establish certain new share and term share Accounts; and (d) make miscellaneous inquiries on Credit Union services that affect Your Account. Online Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

You may also use the Online Banking platform to access Our online Bill Pay feature for the following services: (a) authorize Us to issue payments on Your behalf in amounts up to \$25,000.00 each; and (b) check the status of payments previously authorized through Bill Pay. In order to use Bill Pay for such transactions, You must have a share draft Account with Us. By completing a bill pay transaction using Bill Pay, You authorize Us to post any such payments to Your share draft Account. Payments will be made by check or electronic transfer and will be sent to the payee on the business day that You designate it be sent. Requests for payments to be sent on the same day

as the date of Your request must be received by Us not later than the cut-off time for the current business day in order for it to be sent that business day. The daily cut-off time, which is controlled by Us, is currently 3:00 p.m. and is subject to change. If You schedule a payment to be paid before 3:00 p.m. on a business day that We are open, We will consider that day to be the day of Your request. However, if You schedule a payment to be paid after 3:00 p.m. or on a day We are not open, We will consider that the request was made on the next business day We are open. We cannot guarantee the time any payment will reach any of Your payees and accept no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (e.g. February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will also be sent on the next business day. Please see Our Bill Pay Agreement and Disclosure for additional terms and disclosures regarding the use of Bill Pay.

OWNERSHIP. Your Online Banking I.D., Password and/or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice except as may be required by applicable law. You agree to discontinue its use immediately upon Our request.

TRANSACTION SLIPS. When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during the statement period. In any case, You will receive a statement at least quarterly.

FEES. At this time, there is no fee for using Online Banking. We may in the future assess reasonable fees or charges against Your Account for transactions performed using Online Banking. If so, We will specify these charges in the fees section of this Agreement upon notice to You to the extent required by applicable law. Such fees and charges may also be viewed in Our Fee Schedule or on Our website, separate from this Agreement.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (c) Your Online Banking I.D. or Password has been reported lost or stolen and We have blocked the Account; (d) the money in Your Account is subject to legal process or other claim; (e) there are other lawful exceptions established by Us and You are given proper advance notice of them; (f) You exceed any limits on Your Account; and (g) We do not allow the transaction to proceed due to anti-fraud measures that We employ.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at the telephone number shown in this Agreement or write to Us at the address shown in this Agreement if You believe Your Online Banking I.D. or Password have been lost or stolen. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

If You tell Us within two business days after You learn of the loss or theft of Your Online Banking I.D. or Password, You can lose no more than \$50 if someone uses Your Online Banking I.D. or Password without Your permission. If You fail to tell Us within two business days after You learn

of the loss or theft of Your Online Banking I.D. or Password and We can prove that We could have stopped someone from using Your Online Banking I.D. or Password without Your permission if You had told Us, then You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, You will tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, or made available to You electronically if You have opted-in to electronic delivery, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 business days 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 question in writing and We do not receive it within 10 business days, We may not credit Your account.

We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We Used in Our investigation.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Online Banking I.D. or Password, You will call Us at the telephone number shown in this Agreement. You may also report the loss of an Online Banking I.D. or Password by writing to Us at the address shown in this Agreement. You should also call the number or write to the address listed above if You believe a transfer has been made using Your Online Banking I.D. and Password without Your permission.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Online Banking I.D. or Password, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

ASSIGNMENT. You may not assign any of Your rights or obligations under this Agreement. We may assign or delegate any of Our rights or obligations under this Agreement, including, but not limited to, the performance of any service described herein.

INDEMNIFICATION. As a condition of Your use of Online Banking, You warrant that You will not use the service for an unlawful purpose or in any other way that either is prohibited by this Agreement, Our General Agreements and Disclosures or the terms of Your membership at the Credit Union, or may damage or disable the Online Banking service or otherwise interfere with any other person's use of the service. You agree to indemnify and hold Us harmless from any breach of this warranty, including any suits, judgments, awards, settlements and costs, including reasonable attorney's fees, that arise out of or relate in any way to either a breach of Your warranty or Your use of Our Online Banking service.

NOTICES. Unless otherwise required by law, any notice or written communication given by Us pursuant to this Agreement may be sent to You electronically.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time to the extent required by applicable law.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania, except to the extent that such laws are inconsistent with controlling federal laws.

POLICE AND FIRE FEDERAL CREDIT UNION
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MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Police and Fire Federal Credit Union (“PFFCU”) Mobile Deposit capture service that PFFCU (“Us” or “We”) may provide to You (“You” or “Your”). Other agreements You have entered into with PFFCU, including the General Agreements and Disclosures, are incorporated by reference and made a part of this Agreement.

1. Services. The Mobile Deposit services (“Services”) are personal financial information management services designed to allow You to deposit checks into eligible PFFCU accounts by taking images of the checks using approved smartphones or other mobile devices under Your control and delivering them and associated deposit information to PFFCU directly through use of a mobile device software application (“Application”).

2. Fees. Currently, there is no fee for use of the Services. PFFCU reserves the right to impose charges for these Services in the future.

3. Acceptance of Terms. Your use of the Services constitutes Your acceptance of this Agreement. The terms of this Agreement are subject to change from time to time, either generally or in connection with Your use. PFFCU reserves the right, in its sole discretion, to change, modify, add, or remove elements, functions or features of the Application and/or Services at any time. Your continued use of the Application and/or Services will indicate Your acceptance of any such changes to the Services and/or the terms of this Agreement.

4. Right to Modify or Reject Transaction. PFFCU reserves the right to modify or refuse to make any transaction You request through the Service. You are responsible for any loss or overdraft plus any applicable fee to Your account due to an item being returned.

5. No Guarantee of Service. From time to time, technical or other difficulties, may affect Your ability to use the Services. You agree and understand that the Services may not be accessible for reasons such as system maintenance or technical difficulties including those of the Internet or wireless services, or may have limited utility over some networks, such as while roaming. We do not assume responsibility for any technical or other difficulties, or any resulting damages that You may incur as a result of such difficulties, whether caused by Us, You, a third party, or a force of nature. In the event that the Services are unavailable, You acknowledge that You can deposit an original check at a PFFCU branch, by mail or through a PFFCU ATM. It is Your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit. Some of the Services may have qualification requirements. We reserve the right to change the qualifications at any time and without prior notice to You except as may be required by applicable law. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or Your use of the Services, in whole or in part, immediately, or at any time, without prior notice to You except as may be required by applicable law.

6. Eligible Items. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks (“Reg CC”). You agree that the image of the check transmitted to PFFCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code, as adopted in Pennsylvania. You agree that You will not use the Services to scan and deposit any ineligible items including, but not limited to the following:

- a. Checks or items payable to any person or entity other than You.
- b. Checks or items that have been previously deposited.
- c. “Stale dated” checks that are dated more than 6 months prior to the date of deposit.
- d. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which You know or suspect, or should know or suspect, are fraudulent.
- e. Checks or items not payable in United States currency.
- f. Items drawn on a financial institution located outside the United States.
- g. Items previously converted to a substitute check.
- h. Items that are remotely created checks.
- i. Checks or other items drawn or otherwise issued by You, or any other person, on any PFFCU account on which You are an owner or joint owner.
- j. Any other checks or items that are not acceptable for deposit by PFFCU, including but not limited to, AutoDrafts, Bill Payer checks, Signature Loan checks and travelers checks.

7. Deposit Limits. We reserve the right to impose limits on the number of deposits that You transmit and/or the amount of any one or combined deposits You transmit, using the Services, and to modify such limits from time to time.

8. Image Quality. The image of the item transmitted to PFFCU must accurately and legibly provide all of the information on the front and back of the check necessary to process the check, including any required endorsements. The image being transmitted must comply with any such standards for image quality established by PFFCU, or any other regulatory agency, clearing house or association. If the image You transmit does not meet these standards, Your check may be rejected and not deposited to Your PFFCU account.

9. Item Endorsements and Procedures. You agree to sign and endorse any item transmitted through the Services as “For Mobile Deposit Only, to PFFCU Account # xxxxxxx” (with xxxxxxx being Your Account number) or as otherwise established by PFFCU. You agree to follow any and all other procedures and instructions for the Services as PFFCU may provide from time to time. Double Endorsed checks may not be deposited and will not be accepted. A "double endorsed" check is a check made payable to one person (e.g., Jane

Jones) who signs the back of the check and then writes that it is payable to another person (e.g., "pay to the order of Sam Smith"), who thereafter signs the check and deposits it to his account.

10. Availability of Funds. You understand and agree that items transmitted using the Services are not subject to the funds availability requirements of Reg CC. In most circumstances, the first \$275 of a day's total deposits made using the Services will be available on the 1st business day after the day We receive the deposit(s) and the remaining funds will be made available on the 2nd business day after the day We receive the deposit(s). PFFCU, at its option, may make the funds available sooner. PFFCU may delay the availability of the funds under certain circumstances, including but not limited to if We believe a check You deposit will not be paid. We will notify You if We delay Your availability to withdraw funds for any reason, and will tell You when the funds will be available. If We receive a deposit made using the Services either after 3:00 p.m. on a business day We are open or on a day We are not open, We will consider the deposit made on the next business day We are open. Processing of transactions may be limited based on our normal hours of operation or those of third party financial service organizations involved in the transaction.

11. Hardware and Software. In order to use the Services, You must obtain and maintain, at Your expense, compatible hardware and software, such as a mobile device or scanner capable of transmitting an item with sufficient image quality and compatible browser software, as specified by PFFCU from time to time. We are not responsible for the functionality of any third party hardware or software You may need to use the Services, even if it has been recommended by PFFCU.

12. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to You. We are not responsible for items We do not receive or for images that are transmitted incompletely or that are not legible. An image is considered "received" when We transmit to You a confirmation that We have received the image. However, such confirmation does not mean that the transmission was error free or complete, to provide a basis for deposit to Your account. Credit given for the item is provisional and subject to final PFFCU acceptance, and if the item is dishonored, You authorize PFFCU to debit the amount of the item from Your Account and agree to indemnify PFFCU for any loss sustained for acceptance of the item.

13. Method of Presentment of Items. The manner in which items are cleared, presented for payment, and collected shall be in PFFCU's sole discretion.

14. Maintenance, Retention and Destruction of Original Items. You agree to retain each item for at least 30 days, after the item has been imaged or scanned and transmitted and then to dispose of the item in a way that it is not re-presented for payment. **Upon Your receipt of confirmation that PFFCU has received the image of an item, You agree to prominently write the date and the words "Electronically Presented" on the front of the item. Further, You agree not to present the item again.** You will promptly provide any retained item (or, if the item no longer exists, a clear copy of the front and back of the item), to PFFCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item. You agree to comply with any request for audit or request for production of any documents, as deemed necessary by PFFCU.

15. Return Items. If an item You transmit for deposit is dishonored, You may receive an image of the original item or a substitute as the charged back instrument. A fee may be charged for this service.

16. Errors. You agree to notify PFFCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable PFFCU account statement is sent. Unless You notify PFFCU within these 60 days either in writing at the address provided in this Agreement or by telephone at the number provided in this Agreement, such statement containing the record of all deposits made through the Services, shall be deemed correct, and You are prohibited from making a claim against Us for the error.

17. Disclaimer of Warranties. PFFCU'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE. YOU AGREE THAT 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) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICES AND LICENSED APPLICATION.

WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY MOBILE DEVICE OR NETWORK THAT YOU UTILIZE TO ACCESS THE APPLICATION OR USE THE SERVICES. YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR MOBILE DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. Limitation of Liability. PFFCU'S LIABILITY FOR ERRORS OR OMISSIONS WITH RESPECT TO THE DATA TRANSMITTED OR PRINTED BY PFFCU WILL BE LIMITED TO CORRECTING THE ERRORS OR OMISSIONS. 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, INCURRED BY YOU, OR ANY THIRD PARTY ARISING FROM THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION

OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF PFFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

19. User warranties and indemnification. You make the following warranties and representations to PFFCU:

- a. Each image of a check transmitted to Us meets the image quality standards and 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.
- b. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, proper, genuine, and accurate.
- c. You will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- d. Other than the digital image of an original check that You remotely deposit through the Application, there are no other duplicate images of the original check.
- e. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- f. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- g. The information You provided remains true and correct and, in the event any such information changes, You will immediately notify Us of the change.
- h. You have not knowingly failed to communicate any material information to Us.
- i. You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment.
- j. Files and images transmitted to Us will contain no viruses or any other disabling features that may have an adverse impact on Your network, data, or related systems.
- k. In the event that You believe there has been an error with respect to any original check or image thereof transmitted for deposit, You will immediately contact Us regarding such error or breach as set forth above.
- l. PFFCU will not sustain a loss because You have deposited an image.
- m. You will comply with this Agreement and all applicable rules, laws and regulations.
- n. You will indemnify and hold PFFCU and its directors, officers, employees, members and agents harmless from and against all liabilities, losses, costs, expenses (including

reasonable attorneys' fees) and damages resulting from: any negligent acts, omissions or willful misconduct by You, Your use of the Services and/or Application, any breach of this Agreement or warranty provision by You, and/or Your violation of any law or of any rights of any non-party.

20. Termination. This Agreement and Your use of the Services and/or Application may be immediately terminated if You use the Services and/or Application in a manner that violates any term of this Agreement, any other applicable agreement between You and Us or any applicable state or federal law or regulation. Upon termination of this Agreement, You agree to remove the Application from any and all smartphone and/or other mobile devices in Your possession or under Your control.

21. Arbitration. Any controversy or claim arising out of or relating to this Agreement is to be resolved by arbitration. The arbitration is to be administered by the American Arbitration Association and is to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration is to be held before a panel of three arbitrators, each of whom must be independent of the parties. The arbitrators are to have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement. Any arbitration proceeding under this Agreement must be commenced no later than one year after the controversy or claim arose. Failure timely to commence an arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the controversy or claim, and a waiver of the controversy or claim. The arbitrators are to interpret all controversies and claims arising under or relating to this Agreement in accordance with the laws of the Commonwealth of Pennsylvania. The arbitration is to be conducted in Philadelphia, Pennsylvania. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.

22. Other terms. This Agreement supplements the terms of the General Agreements and Disclosures. Together they constitute the entire agreement between You and PFFCU with respect to the Services. You may not assign this Agreement. This Agreement is governed by the laws of the Commonwealth of Pennsylvania 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. The failure of Us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The provisions of this Agreement relating to restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

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