

This Mobile Deposit Disclosure and Agreement, (“Agreement”) is the contract which covers your and our rights and responsibilities concerning Mobile Deposit Services offered by Arizona Financial Credit Union. The words “we,” “us,” and “our” all are references to Arizona Financial Credit Union (“Credit Union”). The words “you,” “your,” “yours,” all reference an account owner at the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. The words “imaged check” or “imaged checks” mean a digitally imaged and negotiable item using a mobile device.

Mobile Deposit Service Eligibility. We may grant you authority to use the Mobile Deposit Service if eligibility conditions are met and maintained. Eligibility conditions are available from the Credit Union’s website: www.arizonafinancial.org/mobile.

By using the Mobile Deposit Service, you and any joint account owners or authorized users of your account, jointly and severally, agree to the terms and conditions in this Agreement, any amendments, and acknowledge and agree to abide by the operating procedures and guidelines provided.

Use of the Mobile Deposit Service. Following the receipt of a notification from us approving your request for the use of Mobile Deposit Services, you will be authorized to digitally image the front and back of an original check (“check”) using a mobile device for the purpose of transmitting a check image(s) to the Credit Union’s processing agent. The Credit Union’s processing agent shall perform an image quality assessment of each imaged check and, for imaged checks meeting the required imaging standards, will initiate the check presentment and settlement (“processing”) of your check image(s). The processing involves a conversion of each check into a substitute check for presentment to the paying financial institution. You agree that the manner in which checks (e.g., substitute check, image exchange, or ACH) are presented for payment shall be determined by the Credit Union, at its sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which the Credit Union is a party. Each imaged check shall also meet the requirements for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve System or any other regulatory agency or clearinghouse or association.

You agree to use the products and services for lawful purposes and in compliance with all applicable laws, rules, and regulations.

Substitute Check. A substitute check is a paper reproduction of an original check that contains an image of the front and back of the original check, bears a MICR (Magnetic Ink Character Recognition) line conforming to industry standards for substitute checks, conforms in physical specifications with industry standards for substitute checks, and is suitable for automated processing. In order for a substitute check to be the legal equivalent of an original check it must accurately represent all information on the front and back of the original check and bear the regulatory text and endorsements identifying it as such. A substitute check is governed by the terms of the Check Clearing for the 21st Century Act (“Check 21”) and Federal Reserve Board Regulation CC.

Service Warranty. When you use the Mobile Deposit Service, you perform a function that allows the conversion of an original check to a substitute check. You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Financial Institution and Truncating Financial Institution, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an

original check that allows for the creation of a substitute check and that the converted check clearly and accurately represents the information on the front and back of the original check. The Credit Union and its agents may, but shall have no obligation to, screen items or substitute checks for legal compliance. You agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits or demands brought by third parties with respect to any such substitute checks.

Terms and Conditions. The Mobile Deposit Service is subject to the terms and conditions of this Agreement, to the CU Online Internet Agreement and Electronic Funds Transfer Disclosure, and to the rules and terms available from the Credit Union's website: www.arizonafinancial.org/mobile. This Agreement does not replace, but supplements, any and all other agreements (now or in the future) that govern any of your accounts at the Credit Union.

Deposits to your Account. You acknowledge and understand that your transmission of a digitally imaged check for deposit to your credit union account does not constitute a deposit until the check image has been reviewed for acceptability. You also acknowledge and understand that in the event you receive notification of acceptability such notification does not mean that the check image is error free.

Exception Items. When your imaged checks are reviewed for processing, the Credit Union may reject any imaged checks that we, in our sole discretion, determine to be ineligible for processing ("exception check") including, without limitation, electronic images of checks drawn on banks located outside the United States, checks drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of checks previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. The Credit Union is not obligated to but may in its sole discretion notify you of any exception checks. You agree that if you attempt to deposit an exception check to any of your accounts with the Credit Union, you shall only do so by depositing the original check on which the exception check is based using a branch location, U.S. Mail, or other contractually acceptable method.

You understand and agree that even if the Credit Union does not initially identify an electronic image as an exception check, the imaged check may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an exception check will not preclude or limit your obligation to the Credit Union.

Notwithstanding acceptance of an imaged check by the Credit Union, any credit to your account will be provisional, and you will remain liable to the Credit Union for any errors, inaccuracies, breach of warranties, or any other loss or claim against the Credit Union arising from or related to the Mobile Deposit Service. You are responsible for any charges or fees assessed as a result of a rejected imaged check deposit.

Deposit Limitations. The Credit Union has established per check, per day, and per rolling 30-day deposit thresholds. Your Mobile Banking Services registration approval notification will display your deposit thresholds.

Checks Deposited and Security Interest. You understand and agree that an imaged check transmitted to the Credit Union shall be deemed “an item or a check” as that term is used in the Uniform Commercial Code. You warrant that you will only image acceptable checks for deposit and that you have handled the original checks in accordance with applicable laws, rules, and regulations. You agree that you are authorized to enforce each check transmitted or are authorized to obtain payment of each check on behalf of a person entitled to enforce such transmitted check. You also agree to the following:

- Each check imaged is payable only to the person or business entity identified as an owner of the account to which the item is to be deposited.
- Each check imaged 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 original check will not be deposited or otherwise endorsed to a third party such that anyone will be asked to make payment or charged for a check that has already paid.
- Imaged checks will not be drawn on/issued by you or an entity affiliated with you including another owner or joint account holder.
- Each check imaged is acceptable to the Credit Union’s then current procedures governing the use of the Mobile Deposit Service or your account and is not in violation of any law, rule, or regulation.
- Checks known or suspected, or should be known or suspected, to be forged or fraudulent will not be imaged using the Mobile Deposit Service.
- Checks stamped with a “non-negotiable” watermark will not be imaged using the Mobile Deposit Service.
- Checks “stale dated” or “post-dated” will not be imaged using the Mobile Deposit Service.
- Saving bonds will not be imaged using the Mobile Deposit Service.
- Checks drawn on a financial institution located outside the United States (including the District of Columbia and excluding all other territories) will not be imaged using the Mobile Deposit Service.
- Checks defined in Regulation CC as a remotely created check will not be imaged using the Mobile Deposit Service.
- Checks imaged using the Mobile Deposit Service will be acceptable (not prohibited) to the Credit Union for deposit into an account at the Credit Union under its then current rules.

If you submit an imaged check that is unacceptable for processing using the Mobile Deposit Service, you agree to indemnify and hold the Credit Union harmless from and against any and all losses, costs, and expenses (including reasonable attorney fees) the Credit Union may incur associated with any warranty, indemnity, or other claim arising from or related thereto.

You understand and agree to grant the Credit Union a security interest in all funds now or in the future held by the Credit Union in your account(s) to secure your obligations under this Agreement.

Checks Returned Unpaid. A written notice will be sent to you of a check the Credit Union is unable to process because it was rejected by the paying financial institution. With respect to any such check, you authorize the Credit Union to debit the amount of the check from your account(s).

Funds Availability and Deposit Acceptance. Funds from mobile deposited checks are generally available the same business day of the deposit if the deposit occurs before our daily cut-off time of

5:00 p.m. Arizona observed time, but longer holds may apply if the Credit Union determines they are necessary and as allowed by regulation.

You agree that we may place a restriction on your account funds if you or we terminate this Agreement to permit the Credit Union to satisfy any chargeback or return obligations arising out of or related to the use of the Mobile Deposit Service by you.

You agree that the Credit Union may at any time, at its sole discretion, refuse to accept deposits of checks from you using the Mobile Deposit Service. In the event that the Mobile Deposit Services are interrupted or are otherwise unavailable, you may, at your option, deposit checks in-person at a Credit Union branch, U.S. mail, or any other contractually acceptable method.

System Requirements. You understand that you must at your sole cost and expense, obtain and use a mobile device that meets all technical requirements for the proper delivery of Mobile Deposit Services and fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree that you may also incur and pay any and all expenses related to the use of the Mobile Deposit Service, including but not limited to a cellular service provider, an Internet service provider, and/or Internet software. You understand and agree that the Credit Union is not responsible for and you release the Credit Union from any and all claims or damages resulting from, or related to, any mobile device virus.

All rights, title, and interest in and to any and all computer programs, including but not limited to source and object codes, and any and all updates, upgrades, fixes and enhancements to the Mobile Deposit Service software and any and all documentation, shall be and will remain the property of the Credit Union and/or third party vendor, as applicable. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, decompile, or disassemble the technology of the Mobile Deposit Service, software or documentation; copy or reproduce all or any part of the technology or Mobile Deposit Service, software or documentation; or interfere, or attempt to interfere with the technology or Mobile Deposit Service, software or documentation.

E-mail Address. You agree to notify the Credit Union if you change your e-mail address, as this is the e-mail address where we will send you notifications regarding the Mobile Deposit Service.

Responsibility for Mobile Deposit Service. You must properly install and use the mobile banking application software and any hardware required by this Agreement for Mobile Deposit Services. Each imaged check must be restrictively endorsed on the back of the check at the top: "For Deposit Only at Arizona Financial Credit Union (account number)." From within the Arizona Financial Mobile Banking Application, you must image the front and back of each check using the camera feature on your mobile device to capture the required check information as provided in the user instructions within the Mobile Banking application. From time to time, the Credit Union or the Credit Union's processing agent may, at their discretion, may change the user instructions to update the Mobile Deposit Service application.

If you have reason to believe that the security of the Mobile Deposit Service has been breached, or other security breaches have occurred, you will promptly notify the Credit Union at (602) 683-1000 or outside Maricopa County (800) 524-4603. You may be asked to put your claim in writing.

Check Retention & Destruction. You understand and agree that all original checks digitally imaged and transmitted to the Credit Union for deposit belong to you and not to the Credit Union. You agree to handle the original checks per the following guidelines and in accordance with this Agreement.

- You shall retain the original of all imaged checks that have been deposited using the Mobile Deposit Service for at least 60 days in order to verify deposits to your checking account, or to balance periodic statements, but in no case are you required to retain the original beyond 120 days (the maximum “retention period”); after which, you will properly destroy and dispose of such original checks.
- During the retention period, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, theft or reproduction for the purposes of re-presentation for deposit and unauthorized use of information derived from the original checks.
- When you destroy and dispose of the original checks pursuant to safe and sound practices, you understand and agree to use a high degree of care when selecting and implementing destruction and disposal procedures and equipment. Among other things, procedures and equipment must be designed to ensure that the original checks are not handled by unauthorized persons and once destroyed the original checks are no longer readable or capable of being reconstructed.
- During the retention period, the original checks should be kept in a locking cabinet or safe.

Mobile Deposit transmissions will be acknowledged as received electronically. Your electronic transmission is subject to proof and verification. In the event of a deposit dispute when the original check is still in existence, you agree to promptly provide the check upon request by the Credit Union.

Image and MICR Quality. In addition to the requirements of the Mobile Deposit Service, you understand and agree that each check imaged and transmitted for crediting to your account will be of such image quality that the following information can be clearly read and understood as you perform a sight review of the imaged check:

1. The check amount.
2. The payee of the check.
3. The drawer signature on the check.
4. The date of the check.
5. The check number.
6. The information identifying the drawer.
7. The paying financial institution name.
8. The MICR line containing the ABA (American Bankers Association) routing and transit number of the account on which the check is drawn.
9. Any information placed on the front and back of the check prior to imaging such as your identification (such as a drivers license number) and the endorsement on the back of the check.

Presentment Prohibitions. You will not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means, any substitute check that has already been presented for deposit using the Mobile Deposit Service or any original check, the substitute check of which has already been presented for deposit to any account. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold the Credit Union and its agents harmless from

and against all liability, damage, and loss arising out of or related to any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the amount of any check which is deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, your account balance will be drawn negative and/or the insufficient balance amount shall be debited by the Credit Union from any other deposit accounts you have an ownership interest with Credit Union. In the event that the funds in your account are insufficient, there may also be a fee assessed (refer to the current Rate and Fee Schedule).

Representations and Warranties. You represent and warrant;

- You will comply with all federal and state laws, and rules and regulations applicable to online transactions, including those related to use for a criminal purpose and the National Automated Clearing House Association and regional clearing houses, the Board of Governors of the Federal Reserve System, Electronic Check Clearing House Organization (ECCHO) or any other organization to which the Credit Union belongs.
- That you are authorized to use the Mobile Deposit Service and will perform your obligations under this Agreement.
- That the checks presented do not contain any viruses or other harmful, intrusive, or invasive codes.
- That all checks imaged and transmitted are made payable to you.
- That all signatures on each check are authentic and authorized.
- That no check has been previously presented unless authorized in advance by the Credit Union.
- That each check is free of alteration.
- That you will assist the Credit Union and its processor(s) in resolving any errors, disputes, or other issues related to the Mobile Deposit Service or imaged checks.

In the event that you breach any of these representations and warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim, or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

Financial Responsibility. You understand and agree that you and not the Credit Union are responsible for the processing and handling of any original checks which are imaged and deposited utilizing the Mobile Deposit Service, and that you assume all liability to the drawer of any item imaged using the Mobile Deposit Service or liability arising from the Credit Union's printing of any substitute check from those images.

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in the materials for the use of the Mobile Deposit Service. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access the Mobile Deposit Service properly in a manner prescribed by the Credit Union,

and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

Duty of Examination and Notification. You understand and agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. The time period for notifying us or making a claim with respect to a substitute check that appears on a statement, will be as set forth in the Check 21 Act.

You understand and agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the dispute timeframes allowed by law. If you do not receive a periodic statement, you agree to notify us within 14 days of the date that the statement is usually sent by us. If you do not notify us, you will be deemed to have received the statement for all purposes.

Business Accounts. You understand and agree that the Credit Union must be informed immediately in the event of a material change in your financial circumstances. If you are using the Mobile Deposit Service to deposit checks into an account in the name of a business to which you are party, such notification will include:

- Changes in transaction volumes
- A material change in the business ownership structure
- The business liquidates, dissolves, or enters into any consolidation, merger, partnership, or joint venture
- The business owners sell fixed assets or property necessary for the continuance of the business or the business becomes insolvent
- You detect that any information provided by a guarantor is false or misleading or if a guarantor dies or a business owner dies
- A judgment is entered against the business or the business owners

Confidentiality. You understand and agree that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information and breach response shall constitute fulfillment of its obligation to exercise due care. You agree to not share confidential information, including your login and password information, with anyone and to prevent the use of the Mobile Deposit Service by unauthorized persons. The Credit Union is neither under liability nor responsible for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Mobile Deposit Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or your instructions by your employees, agents, or other third parties.

Service Availability. You understand that Mobile Deposit Service availability is at all times conditioned upon the corresponding operation and availability of those mobile device services and systems used in communicating your instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of such services or any part, thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union including but not limited to

Internet service interruption, war, epidemic, strike or work stoppages, electric power disruption or shortage, telecommunications failure, or computer failure.

Service Fee. You agree to pay all fees and charges for Mobile Deposit Services as set forth on the Rate and Fee Schedule. All service fees are subject to change by the Credit Union upon thirty (30) days written notice to you. You agree that we may provide fee change notices electronically.

Disclaimer of Liability. You understand and agree that the Mobile Deposit Service is provided on an “As is” and “As Available” basis. The Credit Union is not responsible for any errors or omissions in or to any information resulting from your use of the Mobile Deposit Service. The Credit Union makes no and expressly disclaims all warranties, express or implied, regarding the Mobile Deposit Service including the warranty of title and the implied warranties of merchantability, fitness for a particular purpose and noninfringement. Without limiting the generality of the foregoing, the Credit Union disclaims any warranties regarding the operation, performance, or functionality of the service (including, without limitation, that the service will operate without interruption or be error free). You further acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. You hereby assume all risks relating to the foregoing.

Liabilities. The Credit Union’s liability shall be limited to direct damages sustained by you and only to the extent that such damages are a direct result of the Credit Union’s gross negligence or willful misconduct; provided that the maximum aggregate liability of the credit union resulting from any such claim shall not exceed the total fees paid by you for the Mobile Deposit Service resulting in such liability in the six month period preceding the date the claim accrued. In no event shall the Credit Union be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not the Credit Union has been advised of the possibility of such loss or damage. The Credit Union’s licensors or suppliers will not be subject to any liability to a member in connection with any matter.

No Liability. The Credit Union shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from 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. The Credit Union will also be excused from failing to transmit or any delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

Duty to Report Errors. You will notify the Credit Union of any errors, omissions, or interruptions/delays in, or unavailability of, the Mobile Deposit Service as soon as practicable, and in any event within one business day after the earliest discover thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify the Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy. You may report errors:

- By calling (602) 683-1000 or if outside the Maricopa County area (800) 523-4603
- By writing to us: Arizona Financial Credit Union, PO Box 60070, Phoenix, Arizona 85082-0070

The best way to notify us of any error is by calling.

The Credit Union will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a statement prepared by the Credit Union, or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you shall be limited to the total fees paid by you to the Credit Union for the Credit Union's failure to perform, resulting in such liability in the two (2) month period preceding the date the claim accrued.

We may require you to submit a written report of an error within 14 calendar days of a verbal notification to identify your account, the date and amount of the error, a description of the error including any payment information (payee, drawer) and current information on how and when to contact you.

Credit Union's Performance. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Mobile Deposit Services, in accordance with or through unintentional deviation from the terms and conditions of this agreement. You acknowledge that the Credit Union's systems and procedures established for providing the Mobile Deposit Service are commercially reasonable. You shall defend, indemnify and hold the Credit Union harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Mobile Deposit Services.

Limitation. The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Mobile Deposit Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Mobile Deposit Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

- The Credit Union receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law.
- The ownership of funds involving a deposit or the authorized representative's authority to transmit the deposit is in question.
- The Credit Union suspects a breach of the security procedures.
- The Credit Union suspects that the member account has been used for illegal or fraudulent purposes.
- The Credit Union reasonably believes that a deposit is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Force Majeure. The Credit Union shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

Termination. We may terminate your Mobile Deposit Service at any time, in our sole discretion, if we determine your use of the Mobile Deposit Service is inconsistent with safe and sound banking practices. The Credit Union's security interest in your Accounts will continue until the expiration of any time period for return of an Item on which you may be liable. 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:

- You will immediately cease using the Service.
- You shall promptly remit all unpaid monies due under this Agreement.

Indemnification. You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities, and causes of actions of third parties resulting or arising from the following:

- Your failure to abide by or perform any obligation imposed upon you under this Agreement.
- The willful misconduct, fraud, criminal activity, intentional tort, or negligence by you or any of your representatives involving use of the service.
- You or your employees, consultants and/or agents actions, omissions or commissions, relating to the service.
- Any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith.

You will be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense; provided further, that you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Vertifi Software, LLC (Vertifi), and hold harmless Intuit, its affiliates, officers, employees, and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions, or demands, including 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 the Credit Union or End User's use of the Mobile Deposit Service, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this Indemnification section shall survive the termination of this Agreement.

Modification of Services. The Credit Union reserves the right to modify the Mobile Deposit Service from time to time without providing prior notice to you, provided, however, that the Credit Union will give you at least thirty (30) days notice prior to making any modifications to the Mobile Deposit Service that would materially alter its functionality.

Notice. Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

Enforcement. You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of Arizona as applied to contracts entered into solely between residents of, and to be performed entirely in Arizona. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, such legal action will be brought in Maricopa County, Arizona, and the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.