



E-BANKING DISCLOSURE

Web Teller, Mobile Teller, Bill Pay, and e-Statements/e-Notices

Electronic Delivery of Disclosures, Notices, and Responses

You have requested Web Teller, Mobile Teller, Bill Pay and/or e-Statements/e-Notices (jointly referred to as the "Service"). We are required by Law to provide certain information to you when you sign up for the Service. This information includes the initial disclosure required by the Electronic Funds Transfer Act and Regulation E (jointly "EFTA"). We require that you receive that information electronically in order to enroll for the Service.

In addition, while you are a subscriber to the Service, there may be other disclosures, notices, or other communications we are required to give you pursuant to EFTA, depending on the circumstances. This includes any notice we are required to provide pursuant to EFTA if we make changes to the Service, as well as any responses we are required to provide to you if you assert that an error or unauthorized transaction has occurred in connection with the Service. In order to continue enjoying the benefits of the Service, we require that you be willing to receive any disclosure, notice, or other communication required pursuant to EFTA electronically.

If we provide a disclosure, notice, or other communication to you electronically that we are required to provide to you under EFTA, upon request, we will provide a copy to you at no additional cost.

Withdrawing Consent to Electronic Delivery

You may provide us notice that you are no longer willing to accept this information electronically. If you withdraw your consent, your subscription to the Service may be terminated automatically. If you wish to withdraw your consent, you may do so by contacting Gerber Federal Credit Union, Member Service at (231) 924-4880 or (800) 338-3746.

Consent and Acknowledgement

This consent applies to the Service and any accounts, which you register to use with the Service. By clicking "yes", you are acknowledging receipt of this notice and are agreeing to accept the disclosures and other information electronically as described above and accepting the following:

- * Acknowledging receipt of the Notice and Consent regarding Electronic Communications Web Teller, Mobile Teller, Bill Pay and e-Statements/e-Notices;
- * Confirming you are able to access and retain this information provided electronically.
- * Consenting to receipt of the disclosures and other information electronically as described above, and;
- * Agreeing to the Terms and Conditions for Web Teller, Mobile Teller, Bill Pay and e-Statements/e-Notices.

This Agreement and Disclosure ("Agreement") contains important information and guidelines for using Web Teller, Mobile Teller, Bill Pay and e-Statements/e-Notices. You should read all of the information contained herein. These are the current terms of your Agreement with Gerber Federal Credit Union for accessing your accounts and making use of other services via Web Teller, Mobile Teller, Bill Pay and

e-Statements/e-Notices. By using the Service, or authorizing others to use it, you agree to these terms. Gerber Federal Credit Union may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations. Each of your accounts at Gerber Federal Credit Union, which are accessed by the Service, continue to be governed by the applicable Membership and Account Agreement, State and Federal Regulations relating to Deposit Accounts, Electronic Fund Transfer Agreement and Disclosures, and the Rate and Fee Schedule Disclosure.

Definition of Terms

As used in this Agreement, the following words have the meanings given below:

- * APP: A self-contained piece of software designed to run on an Apple or Android device
- * Browser: Software application used to access content on the internet (i.e. Firefox, Chrome, Internet Explorer, etc.)
- * Business Day: Monday through Friday, except Federal Holidays, Saturday, and Sunday
- * Transaction Account: A share draft checking account owned by a member
- * Initiation Day: The day you initiate a bill for payment
- * Bill Pay: Bill pay service that is accessed through Web Teller and Mobile Teller
- * Law: Federal or State Law and Regulation applicable to the Service
- * Payee: The approved individual, merchant or institution you wish to pay using Bill Pay
- * Payment: Instructions for a transfer of funds to a Payee whether by electronic transfer or check
- * Payment Processing Day: Monday through Friday, whether we process your Payment by electronic transfer or check
- * Share draft Checking Account: The account designated for Bill Pay transactions
- * Service(s): Web Teller, Mobile Teller, Bill Pay and/or e-Statements/e-Notices

- * Transaction Account: A share draft checking account owned by a member
- * User ID, Password, PIN: The Gerber Federal Credit Union access code assigned or selected by you
- * WAP (Web App): An application utilizing a web browser on various smart devices (i.e. Windows, Blackberry, Kindle, etc.)
- * We, Us, and Credit Union: Gerber Federal Credit Union
- * You, Yours, Depositor, and Account Holder: Each person who applies to the Service(s)

Computer Equipment and Software

Web Teller

You will need computer hardware and software sufficient to enable you to access the Internet. You will need to have an Internet service provider and a browser that is SSL compliant (128 bit encryption). We recommend using the current version of Mozilla Firefox or one of the tested browser versions listed here:

- Firefox 4.0 or higher
- Internet Explorer 8 or higher

Mobile Teller

Apple Devices

- iPhone 3GS or higher
- iPod 4S or higher
- iPad 2, 3, 4, and iPad mini

Android Devices

- Smartphones with the Android 2.2 Operating System or greater
- Android Tablets
- No "Small Screen" support, i.e. all but "QVGA" 240wx320h are supported

Other Devices (i.e. Windows, Blackberry, Kindle, etc.)

- Smart device with browser
 - Most current or commonly used versions of Firefox, Chrome or Internet Explorer

You are responsible for the installation, maintenance, and operation of the computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the computer and software properly. We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide related to the services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

Unavailable, Delayed, or Inaccurate Account Information

Gerber Federal Credit Union strives to provide complete, accurate, and timely account information through the Service. However, unless otherwise required by Law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. With respect to electronic funds transfer problems, such as unauthorized transfers or the credit union's failure to properly complete authorized transfers, the extent of our liability is described in this Agreement.

New Services

We may, from time to time, introduce new services or enhance the existing services. We will notify you when these new or enhanced Services are available. By using these services when they become available, you agree that they will be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we provide to you.

Signing Up For Web Teller, Mobile Teller, Bill Pay or e-Statements/e-Notices

To use these services you must have an account with Gerber Federal Credit Union that is in good standing.

Passwords and Personal Identification Numbers (PINs)

We are committed to the security of our member's accounts and account information. However, you must also take every precaution to ensure the safety, security, and integrity of your accounts and transactions provided on the Service. Your User ID, Password, Personal Identification Number (PIN), or Password Clue allows access to your accounts and other services provided herein; providing this information to another person effectively constitutes a grant of authority to access your accounts for all purposes including without limit, under the Electronic Funds Transfer Act and Regulation E; such authorization shall continue until you have notified in writing that such person is not authorized to act with regard to your accounts and the Service.

A User ID, Password, PIN, and Password Clue are reasonable and are designed to authenticate your transactions and those transactions, which you authorize others to conduct for you. You agree that you will not disclose, and will prevent the disclosure of your User ID, Password, PIN, and Password Clue. If the confidentiality of your User ID, Password, PIN, or Password Clue is compromised

you shall notify us immediately by calling (231) 924-4880 or (800) 338-3746. In the event your User ID, Password, PIN, or Password Clue have been compromised you will be required to establish a new code(s). You assume sole responsibility for maintaining your User ID, Password, PIN, and Password Clue.

Scope of Services

Web Teller

- * View account balances
- * View loan and account histories
- * Transfer money within your credit union membership (limited to 10 total e-Banking transactions and a maximum of \$25,000 in a 24 hour period)
- * View paid share draft checks
- * View deposits made to your membership
- * Download copies of paid share draft checks
- * Download account history to Quicken or Microsoft Money

Mobile Teller

- * View account balances
- * View loan and account histories
- * Transfer money within your credit union membership (limited to 10 total e-Banking transactions and a maximum of \$25,000 in a 24 hour period)
- * View paid share draft checks
- * View deposits made to your membership
- * Download copies of paid share draft checks

Bill Pay with Web Teller

- * Create and edit lists of payees to receive payments.
- * Schedule payments of your bills. You select the payment amount and processing date for each payment. Payments will be deducted from your share draft checking account.
- * Use the Pending Payments feature to verify that payment information you have entered is correct, make any required corrections, or cancel a payment. Pending Payments cannot be used to correct or cancel a payment that has already been sent. Once a payment has been sent, it will no longer appear on the Pending Payments screen. Payments not on the pending screen cannot be stopped.
- * View Payment History to review payments over a specific time period, not to exceed 90 (ninety) days.

Bill Pay with Mobile Teller

- * Schedule payments of your bills. You select the payment amount and processing date for each payment.
- * View Payment History to review payments over a specific time period, not to exceed 90 (ninety) days.

Restrictions and Fees on transfer from Certain Deposit Accounts

Each transfer through the Service from a savings or money market account is counted as one of the limited transactions permitted each statement cycle period i.e. 6 (six) per month for savings and money markets, as described in the "Membership and Account Agreement" and "Rate and Fee Schedule". Transfers are not permitted to or from Share Certificates, IRA Certificates, or IRA Savings.

Disclosure of Account Information

We will disclose information to third parties about your account or the transactions you make: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or payee, (iii) in order to comply with reporting or other legal requirements (including, for example, legal process); (iv) if you give us your permission; and (v) as otherwise permitted by Law.

Your Liability for Unauthorized Transfers

If you believe your User Log-on and Password has been lost or stolen, you should request Gerber Federal Credit Union change your Password immediately. Refer to the Electronic Fund Transfer Agreement in your Membership Disclosure for liability information.

As a member using the Service(s), you agree that the credit union may respond to you by using the Web Teller Message Center with regard to any claim, error, unauthorized electronic funds transfer or any question related to the Services.

Customer Service Information

Questions regarding the Service(s), should be directed to Gerber Federal Credit Union, Member Service, (231) 924-4880 local, (800) 338-3746 toll-free, during business hours of 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. Mail may also be addressed to: Gerber Federal Credit Union, Attn: Member Service, P. O. Box 116, Fremont, MI 49412.

Additionally, you may send a message to Gerber Federal Credit Union direct through the Web Teller Message Center.

Statements

All payments and transactions made via the Services will be listed on your monthly account statement that you receive from Gerber Federal Credit Union.

Fees and Charges

Fees and Charges are outlined in the Gerber Federal Credit Union Rate and Fee Schedule.

Service Availability

The Service is generally available any time, day or night, seven days a week, by signing on to the Service and entering your User ID and Password.

The Service may be unavailable from time to time for scheduled maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in Service.

Electronic Mail

Regular Electronic Mail (e-Mail) communications may not be secure. We, therefore, request that you do not send us or ask for sensitive information via any e-Mail system. If you wish to contact us electronically, please use the Web Teller Message Center located on Web Teller.

You agree that Gerber Federal Credit Union may respond to you by use of the Gerber Credit Union Web Teller Message Center with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer.

Bill Pay Agreement/Disclosure

This is your Bill Pay agreement with Gerber Federal Credit Union.

You may use Gerber Federal Credit Union's bill paying service, Bill Pay, to direct Gerber Federal Credit Union to make payments from your designated account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (The Account Rules).

You authorize us to use iPay or its authorized agents to provide the Service to you on our behalf.

Payment of taxes or court directed payments via the Service is prohibited.

Funds will arrive at your targeted payee as close as reasonably possible to the date designated by you in your payment instruction (Payment Date). Subject to the Terms, Conditions, and Disclosures set forth in this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including without limitation, electronic, paper or other means. For each properly instructed payment to an eligible payee you will receive a transaction accepted message.

The Payment Date indicated by you must always be a business day (as previously defined). If it is not, the Payment Date will be deemed to be the first business day following the date indicated.

Unless you receive a completion notice that the transaction was accepted successfully, we will not be liable for any failure to make a payment, including any finance charges or late fees incurred as a result. Your Payment Date should always be on or before the Payee Due Date, not the Late Date or Grace Period. Since the time for us to process your payment varies according to the particular payee, you must become familiar with the payment processing time for each payee you desire to pay, allowing the appropriate number of business days between the days you input your payment instruction and the Payment Date. Subject to the limitation discussed below, if you follow the procedures described in the agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge or penalty up to a maximum of fifty dollars (\$50.00). We will not be liable with regard to any Deposit Account or the Service, for instance, if: through no fault of ours, you do not have enough available funds in your Deposit Account to make the payment or transfer or the payment or transfer would exceed permitted overdraft protection you have with us; circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transaction despite reasonable precautions taken by us; your computer, the telephone lines, or the credit union's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or; the funds in your Deposit Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; the information supplied by you or a third party involving the Deposit Account, Payment or Transfer, is incorrect, incomplete, or untimely; we have a reasonable basis for believing that unauthorized use of your User ID, Password, or PIN, or account has occurred or may be occurring; the payee does not process a Payment promptly or correctly, or for any other reason specified in this Agreement.

You agree to allow at least 6 (six) Business Days between the Initiation Day, if the Payment will be completed by check, and the Payment due date or date you wish the payee to receive the Payment. You must allow at least 3 (three) Business Days between the Initiation Day you schedule a Payment to be initiated, if the Payment will be completed by electronic transfer, and the Payment due date or date you wish the Payee to receive the Payment.

In the event that you do not comply with the terms and conditions set forth in this Agreement, or in the event that your payment instruction is not made in time for us to process your payment prior to the Due Date required by a particular Payee, you will be liable for all penalties and late fees imposed, and we will not be liable for any such penalties or fees.

Without limiting the foregoing the credit union shall also not be liable for late charges, interest, penalties, or other amounts incurred by any depositor for the depositor's failure to allow sufficient time for processing and delivery of any payment(s) so long as the credit union has complied with the provisions of this Agreement.

Unless otherwise required by Law, the credit union will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

We reserve the right to refuse to make any payment, but will notify you of any such refusal within two (2) business days following receipt of your payment instructions.

Under no circumstances will we be liable if we are unable to complete any payments initiated in a timely manner via the Services because of the existence of any one or more of the following:

- * You have closed the designated Account, or have been removed as a joint owner
- * We have identified you as a credit risk and have chosen to initiate your payments by using a paper draft rather than electronic payment remittance
- * Due to mismanagement of the Account we have terminated your subscription to the Service
- * You have not provided us with the correct information for those payees to whom you wish to direct payment

In the event we are unable to process an Bill Pay check or electronic payment due to insufficient funds, the transaction will result as a Non-Sufficient Funds. In such event, we will charge all related service fees to you. In the event of repetitive Non-Sufficient Funds, we reserve the right to suspend your subscription to the Service. This suspension may be without prior notice to you. If your subscription is suspended, transactions that were previously initiated may still continue to be processed unless cancelled and confirmation of such cancellation is provided. The decision to suspend Service is determined by Gerber Federal Credit Union and all inquiries and correspondence relating thereto, including requests for reinstatement, should be directed to Gerber Federal Credit Union. If your Service is suspended we will notify you by mail at your address on file.

Gerber Federal Credit Union is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the transfer or for rescheduling the transfer through the Service.

With respect to any negative balance caused by honoring either a paper or electronic payment, you agree to reimburse us immediately after notice is sent to you, for any funds we have already paid to one or more of your designated Payees which we were unable to recover by debit to the Payee.

If you do not pay any amount owed to us when due, we have the right and you agree to pay interest on the unpaid balance at the rate of 18% per annum (or the maximum rate allowed by applicable law if less). In the event that your claim or debt has to be referred to a third party for collection, you agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorney fees and court costs.

Service Fees may apply for certain transactions. These fees will be listed before you confirm your transaction.

Consent to Receive Electronic Member Statement

Thank you for enrolling to receive your member statement electronically via Gerber Federal Credit Union's (Gerber FCU) e-Statement. Your enrollment into Gerber FCU's e-Statement constitutes your acceptance of the terms and conditions set forth in this disclosure to replace your paper statement.

You are consenting to electronic delivery of account-related notices and other regulatory information that would normally be sent with your paper member statements (collectively, "statement inserts").

e-mail Notifications and e-Statements: How They Work

When your member statement is ready to view, you will be notified by email from estatement@gerberfcu.com. The e-mail notification will contain instructions for access to our website gerberfcu.com. After logging into Web Teller, your electronic member statement can be found by clicking "e-Statements". That same page will contain links to any statement inserts for that month. We will maintain your most recent member statements for the previous 12 months.

Electronic Formats and Access

In order to receive an e-mail notification that your member statement is ready to view, you will need access to a computer that allows you to receive e-mail and an account with an e-mail service provider compatible with your e-mail software. [PDF format will be provided for viewing, printing, storing, or downloading your Gerber FCU e-Statement.] To open this format, you will need Adobe Acrobat Reader. You can obtain a free copy of Adobe Acrobat Reader by visiting <http://www.adobe.com/products/acrobat/readstep2.html>.

Electronic Notices

Electronic notices will begin the first of the following month. For example if you sign up for electronic notices on January 4, 2013, electronic notices will start being e-mailed the beginning of February 2013. You will continue to receive paper notices until then. If you cancel electronic notices, you will receive both paper notices and electronic notices until the beginning of the following month when the electronic notices will stop.

Acceptance

I have read and understand the above information, including the system requirements described at the beginning of the e-Banking Disclosure and consent to delivery of e-Statement e-mail notifications to the e-mail address that I provided. I understand that my member statements and any statement inserts will be available to me on the Web after I log in to Web Teller or Mobile Teller.

Acceptance is noted by logging on to Gerber FCU e-Statements.

MOBILE CHECK DEPOSIT SERVICES TERMS AND CONDITIONS

Service and Service Terms

The following terms and conditions apply to Mobile Check Deposit (Service) that the Credit Union may provide to Member. Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of the Credit Union's "Terms and Conditions of Your Account" agreement and applicable service terms are incorporated into this Agreement by reference. In case of any conflict between this Agreement and your other agreements with Institution, specific provisions regarding remote check deposit capture services in this Agreement control over general provisions. In this Agreement, "Institution", "Credit Union", and "you/your/yours" refer to Institution, including our agents and service providers, and "I/me/my/us/our" refer to the Member accepting this Agreement.

Use of the Services

Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in the Computer Equipment and Software section of your E-Banking Disclosure. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Guarantee Specific to Deposits Received for Credit to a Business Account:

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses Gerber FCU incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with Gerber FCU enforcing this Guarantee. This Guarantee shall benefit Gerber FCU and its successors and assigns.

Compliance with Law

I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements

Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will indorse the back of the original check. **My endorsement must include "Gerber FCU Mobile Check Deposit Only"**. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit

You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid

A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address

I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Services

I understand and agree that the Services may at times be temporarily unavailable due to Gerber FCU's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at: Gerber Federal Credit Union, P.O. Box 116 Fremont, MI 49412. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Day

Any day which the Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or the Credit Union holidays

Funds Availability

Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.

Accountholder's Warranties

I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you 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.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) I 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.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I 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.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.

- 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks

I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of 45 days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images on Mobile Devices

When using Mobile Check Deposit I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation

I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors

In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach. You can be contacted by calling Member Service at (231) 924-4880 local, (800) 338-3746 toll-free, during business hours. Mail may be addressed to: Gerber Federal Credit Union, P.O. Box 116 Fremont, MI 49412.

Limitation of Liability

I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Charges for Use of the Services

There is currently no charge for Mobile Check Deposit. We reserve the right to impose charges for the Service in the future.

Warranties

I UNDERSTAND THAT GERBER FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GERBER FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR GERBER FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms

You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services

I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures

The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law

I understand and agree that this Disclosure and 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 Michigan, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Michigan.

Periodic Statement

Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Limitations on Frequency and Dollar Amount

I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits

I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on my account or my affiliate's account.
- 2) Any item that is stamped with a "non-negotiable" watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "post dated."
- 7) Savings Bonds

Changes in Financial Circumstances

I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

Confidentiality

I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver

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