

## Terms & Conditions

### **1. Service and Service Terms**

The following terms and conditions apply to the Services for Webster First Federal Credit Union, Remote-Deposit (RD) that Webster First Federal Credit Union (WFFCU) may provide to Member. Member acknowledges and agrees that the Services or any portion of the Services may be provided by one or more subcontractors. The provisions of WFFCU's Deposit Account Agreements (DAA) for Individuals and Businesses and applicable service terms are incorporated into this Agreement by this reference. In event of conflict among this Agreement and any other agreements between WFFCU and Member, including the DAA, the provisions of this Agreement shall control.

### **2. Overview and definitions.**

This Agreement states the terms and conditions by which WFFCU will deliver to Member the Remote-Deposit Services, as described below.

**2.1 "Authorized User"** means Member or agent of Member, including without limitation, the Authorized Agent (as defined below).

**2.2 "Business Day"** means any day which WFFCU is open to conduct substantially all of its services, but shall not include Saturday, Sunday or federal holiday

**2.3 "Capture Device"** means any device acceptable to WFFCU that provides for the capture of images from original Items and for transmission through a clearing process.

**2.4 "Check"** shall have the definition set forth in Check 21.

**2.5 "Check 21"** means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

**2.6 "IRD"** or "Image Replacement Document" means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an Item cannot be converted to an ACH Transaction.

**2.7 "Item"** means a Check, money order, cashier's check, official check, U.S Treasury check, or any other payment instrument drawn on a financial institution within the United States from a Payor to Member that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by WFFCU from time to time, in the format specified by WFFCU. Notwithstanding

the foregoing, it is understood that Member will only be transmitting electronic images of the front and back of Items and not any paper Items. In order for an Item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item with the following words:

- **For Remote Deposit:** “payee (business member) signature or stamp, for Mobile Deposit Only to Webster First FCU”
- **For Mobile Deposit:** “payee (member) signature, for Mobile Deposit Only to Webster First FCU”

**2.8 “Member”** means any entity that has established membership in WFFCU as prescribed in its By-Laws.

**2.9 "Payor"** means consumers or businesses that make payments to Member by means of Items, but Member shall not be a Payor.

**2.10 "Service(s)"** means the specific service(s) provided by WFFCU, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to WFFCU for clearing as an IRD. Services also include any applicable support services. The Service shall only be provided for Items received (1) by individual Members for personal, family or household purposes, and (2) by business Members for purposes strictly related to the activity of the business, that are being deposited into a consumer or business account at WFFCU.

**2.11 "Service Start Date"** means the date that the Services are first utilized by the Member.

**2.12 "Technology"** means WFFCU's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through Capture Devices, utilizing software and hardware provided by or acceptable to WFFCU, and are proprietary access points to payment processing networks and systems used to complete the clearing of Items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by WFFCU or its subcontractors and used in the provision of Services hereunder. Any software provided by WFFCU or its subcontractors pursuant to the Service shall be considered Software as defined in the Software License Agreement.

**2.13 "Term"** shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

### **3. Member Obligations, Suspension and Cancellation of Service.**

**3.1 Member Responsibilities:** Member authorizes WFFCU to convert Items to IRDs or transmit as an image and further authorizes WFFCU or any other financial institution to which an Item is sent to handle the Item. Member agrees to, at its sole expense, a) provide connectivity between the Capture Device and the Technology; b) maintain the Capture Device in accordance with the instructions provided by WFFCU, its subcontractors and/or any other Capture Device provider; c) as applicable, utilize Member's software, or WFFCU software to scan, load, and format Items as needed for transmission to WFFCU prior to the communicated cut-off time; d) process return data and any remittance data delivered by WFFCU for the purpose of updating Member internal systems (which may include electronic and paper return Items); and, e) implement and maintain security measures, including firewall protection, in compliance with its obligations under this Agreement. Member further agrees that it will comply with any instructions and/or procedures regarding the Services and submission of Items that may be issued by WFFCU from time to time.

**3.2 Withdrawal of Access/Suspension of Service:** WFFCU reserves the right to deny, suspend or revoke access to the Services immediately, in whole or in part, in its sole discretion, without notice, if WFFCU believes Member and/or its Authorized Users are in breach of this Agreement or are otherwise using or accessing the Services inconsistent with the terms and conditions hereof. Further, WFFCU or its subcontractor shall have the right to suspend the Service immediately (a) in the event of an emergency or in the event of force majeure, (b) if WFFCU is uncertain as to the accuracy of any Item, or (c) WFFCU determines in its sole discretion that the financial condition of Member renders Member's use of the Services no longer advisable.

**3.3 Handling of Transmitted Items:** Member shall be responsible for the proper disposal of all Items following their transmittal to WFFCU. All Items deposited using RD Services are subject to final confirmation that an acceptable IRD has been created for further collection.

**3.4 Prohibition on Duplication of Deposits:** Unless WFFCU has notified Member that an Item has been rejected or returned unprocessed, Member is prohibited from subsequently presenting for deposit any Item included in an IRD either in its paper based form or in digital form within another deposit. Member agrees that the posting of a deposit by WFFCU into Member's account such that it appears in the transaction history of the account as presented through WFFCU's PC Branch internet banking system, shall constitute confirmation that an IRD has been credited to Member's account and Member shall immediately destroy the corresponding original paper Item represented by such IRD. Member shall destroy the Items after 90 days by shredding or another commercially acceptable means of data destruction and shall indemnify WFFCU for any and all losses or other damages WFFCU may

suffer as a result of any deposit of a Member Item more than once. Member expressly authorizes and instructs WFFCU to debit Member's account(s) in the amount of any Item which is deposited more than once.

**3.5 Account Statement Examination:** Unless Member notifies WFFCU of any errors to deposits made through the Services within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Services shall be deemed to be correct.

#### **4. Payment Processing.**

**4.1 IRD Processing:** Items may be transmitted for electronic processing by other financial institutions or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at WFFCU's sole discretion. The IRDs will be created in accordance with Check 21; alternatively, WFFCU may process Items as photocopies in lieu of originals, under guidelines established between WFFCU and Member and applicable industry standards. Items that fail to satisfy the warranties made to WFFCU by Member, that fail to meet the requirements of WFFCU or Check 21, or that are otherwise not able to be processed may be charged back to Member's account(s) or returned to Member. Member agrees to be bound by any clearinghouse agreements, operating circular and image exchange agreements to which WFFCU is a party. In no event shall WFFCU may liable for any interest on an Item that is rejected.

**4.2 Processing of Items:** Images of Items transmitted by Member are not considered received by WFFCU until Member has received an electronic confirmation of the receipt of the deposit from WFFCU. However, receipt of the confirmation from WFFCU does not mean that the transmission was error free or complete. Items transmitted by the Member and received by WFFCU or its subcontractors by 2:00 p.m. Eastern Time Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by WFFCU after 2:00 p.m. Eastern Time on any Business Day shall be credited to the Member's applicable account on the next successive Business Day. Funds from Items deposited under the terms of this Agreement will be available to the Member pursuant to WFFCU's Funds Availability Policy. Items for deposit shall not be transmitted more frequently than twice during any Business Day.

**4.3 Member Liability:** Member shall be solely responsible if any IRD for which Member has been given provisional credit is subject to return or reversal, and neither WFFCU nor its subcontractors shall be liable or responsible for same. Member acknowledges that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back item. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be

relied upon. Member agrees that WFFCU shall have no liability for the content of payment-related information.

**4.4 Appointment of Authorized Agent:** If Member is not an individual, Member shall appoint an agent (who may be an employee of Member) who shall be authorized to communicate with WFFCU concerning any and all matters relating to this Agreement (the "Authorized Agent"), and agrees that all communications from the Member to WFFCU shall be conducted through the Authorized Agent.

#### **5. Intellectual Property Ownership.**

This Agreement does not transfer to Member any ownership or proprietary rights in the Technology or any work or any part thereof, and all right, title and interest in and to the Technology will remain solely with WFFCU and/or its subcontractors.

### **6. WARRANTIES AND DISCLAIMERS.**

**6.1 MEMBER WARRANTY:** MEMBER REPRESENTS AND WARRANTS TO WFFCU: **(A)** MEMBER HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER AND ALL INFORMATION SUPPLIED BY MEMBER TO WFFCU IS ACCURATE AND TRUE; **(B)** MEMBER WILL PROVIDE ALL REASONABLE ASSISTANCE TO WFFCU AND ITS SUBCONTRACTORS IN PROVIDING THE SERVICES SET FORTH HEREIN; **(C)** MEMBER AND ANY AUTHORIZED USERS WILL ONLY USE THE SERVICES FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AND WITH WFFCU'S REASONABLE INSTRUCTIONS, RULES, POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS, AND OPERATING PROCEDURES AND WILL NOT VIOLATE ANY LAW OF ANY COUNTRY OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; **(D)** MEMBER HAS ONLY TRANSMITTED ACCEPTABLE ITEMS FOR DEPOSIT AND HAS HANDLED THE ORIGINAL ITEMS FOLLOWING TRANSMISSION TO WFFCU AS AGREED TO OR DIRECTED BY WFFCU AND IN ACCORDANCE WITH APPLICABLE LAW; **(E)** MEMBER IS A PERSON AUTHORIZED TO ENFORCE EACH ITEM OR IS AUTHORIZED TO OBTAIN PAYMENT OF EACH ITEM ON BEHALF OF A PERSON ENTITLED TO ENFORCE AN ITEM; **(F)** THE ITEMS HAVE NOT BEEN ALTERED; **(G)** EACH ITEM BEARS ALL APPLICABLE INDORSEMENTS IN A RESTRICTED FORMAT AS DIRECTED BY WFFCU; **(H)** ALL THE WARRANTIES SET FORTH IN AND SUBJECT TO THE TERMS OF 4-207 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE COMMONWEALTH OF MASSACHUSETTS, AND AS MAY BE MODIFIED FROM TIME TO TIME, AS WELL AS ANY OTHER APPLICABLE SECTION THEREOF; **(I)** **(1)** THE ELECTRONIC IMAGE PORTION OF EACH ITEM ACCURATELY AND LEGIBLY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME THE ORIGINAL CHECK WAS TRUNCATED, **(2)** THE INFORMATION PORTION OF THE ITEM CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK, AND **(3)** THE ITEM CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM AS SPECIFIED BY WFFCU FROM

TIME TO TIME; **(J)** MEMBER WILL SUBMIT ONLY ONE ACCURATE AND CLEAR IMAGE OF THE FRONT AND BACK OF EACH ITEM TO WFFCU ONLY ONE TIME; **(K)** MEMBER WILL NOT DEPOSIT THE ORIGINAL ITEM 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; **(L)** THE AMOUNT OF AN ITEM, AND SUCH OTHER INFORMATION CONTAINED IN SUCH ITEM WHICH IS ACCURATE AND COMPLETE. MEMBER AGREES THAT THESE REPRESENTATIONS AND WARRANTIES SHALL BE TRUE AND CORRECT AS OF THE DATE OF EACH ITEM AND THAT THE SUBMISSION OF EACH ITEM TO WFFCU FOR PROCESSING SHALL BE AN ACKNOWLEDGMENT OF EACH SUCH REPRESENTATION AND WARRANTY AS OF THAT DATE;

**6.2 MEMBER AGREEMENT.** MEMBER AND ANY AUTHORIZED USERS WILL NOT **(1)** SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE TECHNOLOGY OR SERVICES; **(2)** MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON; **(3)** PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF THE TECHNOLOGY OR SERVICES BY, ANY THIRD PARTY; **(4)** COPY OR REPRODUCE ALL OR ANY PART OF THE TECHNOLOGY OR SERVICES; **(5)** INTERFERE, OR ATTEMPT TO INTERFERE, WITH THE TECHNOLOGY OR SERVICES IN ANY WAY; **(6)** ENGAGE IN SPAMMING, MAILBOMBING, SPOOFING, PHARMING, PHISHING, OR ANY OTHER FRAUDULENT, ILLEGAL OR UNAUTHORIZED USE OF THE SERVICES; **(7)** INTRODUCE OR TRANSMIT THROUGH THE TECHNOLOGY OR SERVICES, WITHOUT LIMITATION, VIA ANY PORTION OF THE MEMBER'S COMPUTER SYSTEM THAT INTERFACES WITH THE TECHNOLOGY OR SERVICES, OR OTHERWISE, ANY VIRUS, WORM, SOFTWARE LOCK, DROP DEAD DEVICE, TROJAN-HORSE ROUTINE, TRAP DOOR, BACK DOOR, TIMER, TIME BOMB, CLOCK, COUNTER OR OTHER LIMITING ROUTINE, INSTRUCTION OR DESIGN OR ANY OTHER CODES OR INSTRUCTIONS THAT MAY BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, DISABLE OR PREVENT THE USE OF THE TECHNOLOGY, SERVICES OR OTHER COMPUTER SYSTEMS OF WFFCU OR ITS SUBCONTRACTORS; **(8)** REMOVE, OBSCURE OR ALTER ANY COPYRIGHT NOTICE, TRADEMARKS OR OTHER PROPRIETARY RIGHTS NOTICES AFFIXED TO OR CONTAINED WITHIN THE TECHNOLOGY OR SERVICES; OR **(9)** ENGAGE IN OR ALLOW ANY ACTION INVOLVING THE TECHNOLOGY OR SERVICES THAT IS INCONSISTENT WITH THIS AGREEMENT. SHOULD MEMBER RECEIVE NOTICE OF ANY CLAIM REGARDING THE SERVICES, MEMBER SHALL PROMPTLY PROVIDE WFFCU WITH A WRITTEN NOTICE OF SUCH CLAIM. MEMBER AGREES THAT WFFCU IS LEGALLY ENTITLED TO A VALID AND UNQUALIFIED ENDORSEMENT OF MEMBER AND MEMBER GIVES WFFCU THE IRREVOCABLE RIGHT TO PLACE SUCH AN ENDORSEMENT ON THE ITEM. MEMBER AGREES TO REIMBURSE WFFCU FOR ALL LOSSES

RELATED TO MEMBER'S FAILURE TO PROPERLY ENDORSE A CHECK AS EXACTLY DRAWN OR RELATED TO MEMBER'S DEPOSIT OF AN ITEM THAT CONTAINS MULTIPLE ENDORSEMENTS OR A MISSING OR IMPROPER ENDORSEMENT.

**6.3 DISCLAIMER:** WFFCU AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SERVICES OR TECHNOLOGY PROVIDED TO MEMBER HEREUNDER. WFFCU AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WFFCU AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT MEMBERS' ACCESS TO THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. WFFCU AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY MEMBER OR AGENTS. WFFCU AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEBSITES OR OTHER DATA RECEIVED BY MEMBER OR PAYORS VIA THE INTERNET.

## **7. LIMITATION OF LIABILITY/INDEMNIFICATION.**

**7.1 LIMITATION OF LIABILITY:** IN NO EVENT SHALL WFFCU BE LIABLE FOR DELAYS WHICH HAPPEN FOR REASONS BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF CIVIL, MILITARY, OR BANKING AUTHORITIES, NATIONAL EMERGENCIES, RIOTS, WEATHER, UNAVOIDABLE DIFFICULTIES WITH EQUIPMENT, THE UNAVAILABILITY WITH THE INTERNET, ANY ERRORS IN INFORMATION PROVIDED, ANY DIFFICULTIES CAUSED BY AN INTERNET OR OTHER SERVICE PROVIDER OR ANY HARDWARE OR SOFTWARE FAILURE, WHETHER CAUSED BY A VIRUS OR OTHERWISE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL WFFCU'S LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF ITEMS RECEIVED BY WFFCU FROM MEMBER FOR "RD" SERVICES DURING THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. WFFCU SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. MEMBER AGREES THAT THE DOLLAR LIMITATION DESCRIBED IN THIS SECTION IS REASONABLE, EVEN IF ITS ACTUAL DAMAGES EXCEED THIS LIMITATION.

**7.2 INDEMNIFICATION:** IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, AND EXCEPT FOR LOSSES OR

EXPENSES ATTRIBUTABLE TO WFFCU'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MEMBER AGREES TO INDEMNIFY WFFCU FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING INTEREST, COSTS, ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM **(i)** MEMBER'S LACK OF AUTHORITY TO MAKE THE WARRANTY IN SUBSECTION 6.1(E); **(ii)** ANY ACTION TAKEN OR NOT TAKEN BY WFFCU WITHIN THE SCOPE OF ITS AUTHORITY IN HANDLING AN ITEM; **(iii)** ANY WARRANTY REQUIRED TO BE MADE BY WFFCU WITH RESPECT TO AN ITEM UNDER APPLICABLE LAW OR REGULATION; AND **(iv)** BREACH OF THE REPRESENTATIONS OR WARRANTIES IN SUBSECTIONS 6.1.

## **8. Termination.**

**8.1 Termination:** In addition to the denial, suspension, revocation and termination provisions in this Agreement, WFFCU may immediately terminate the Service or any portion of the Service if WFFCU determines that such Service or portion of any Service is in violation of the any other law or regulation, or in its sole discretion and without notice, decides to cease providing this Service. Member may terminate the Service with notice to WFFCU.

**8.2 Obligations upon Termination:** Upon the termination of this Agreement for any reason: **(a)** Member's access to, and use of, the Services will terminate; **(b)** Member will return to WFFCU any and all WFFCU Services, equipment, software, documentation, Technology or other deliverables provided to Member by WFFCU, including any copies thereof held by Member; **(c)** WFFCU will deliver to Member all Member documentation and other materials stored by Member on WFFCU's or its subcontractor's network; and **(d)** each party shall return any and all Confidential Information in its possession to the party that disclosed such Confidential Information or destroy same, and provide written verification of same. Notwithstanding the foregoing, WFFCU's obligations with respect to subsections (c) and (d) shall be subject to WFFCU's record retention policies and applicable laws and regulations. The provisions of sections 6, 7, 8 and 9 shall survive termination of this Agreement.

## **9. Confidentiality.**

**9.1 WFFCU Information:** Member acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of WFFCU or its subcontractors and Member agrees to hold (i) such trade secrets and (ii) any and all other information designated by WFFCU as confidential (collectively, with the trade secrets, the "WFFCU Confidential Information") in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided that all such agents are informed of such use or disclosure restrictions as set forth herein and agree to same.. Member will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access to the WFFCU Confidential



Information. Member agrees to notify WFFCU promptly upon learning of any unauthorized disclosure or use of any WFFCU Confidential Information.

**9.2 Unauthorized Use:** Member acknowledges that the unauthorized use, disclosure or duplication of any WFFCU Confidential Information shall constitute a material breach of this Agreement and is likely to cause irreparable injury to WFFCU, for which there is no adequate remedy at law. Accordingly, Member hereby agrees that WFFCU may seek injunctive relief against Member to prevent or remedy any breach of Member's confidentiality obligations described herein without WFFCU being required to post bond, or if bond is required, only nominal bond. Member agrees to indemnify WFFCU and hold it harmless from and against any and all losses, liabilities, claims, damages and expenses (including reasonable legal fees and expenses) arising from or relating to the disclosure of any WFFCU Confidential Information or the failure to keep the Technology secure. Member understands and agrees that the use of the Technology and Services is confidential and agrees to assume all risks of accidental disclosure, inadvertent use or unauthorized use by any party whatsoever, whether or not such disclosure or use is on account of Member's negligence.

## **10. Miscellaneous Provisions.**

**10.1 Relationship of Parties:** WFFCU and Member are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between WFFCU and Member. Neither WFFCU nor Member will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

**10.2 Notices:** Member agrees that any notices required or permitted under this Agreement may be given electronically, by certified mail, return receipt requested, or by overnight mail delivered by a nationally recognized carrier. Notice shall be deemed delivered within one business day, if delivered electronically or by overnight carrier, and three business days if delivered by certified mail.

**10.3 No Waiver:** The failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right, and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of either party to subsequently enforce any provision or exercise any right hereunder.

**10.4 Governing Law and Severability:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and of the United States, and any rule or regulation of the Commonwealth of Massachusetts or a federal agency having jurisdiction over WFFCU. 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 rights of the WFFCU under this Agreement are cumulative of all other rights WFFCU may have by law or otherwise.

**10.5 Amendments; Termination:** Unless applicable law provides otherwise, this Agreement may be amended, in WFFCU's sole discretion, by notice sent electronically or by mail to Member at Member's last address known to WFFCU. Notwithstanding the provisions of Section 10.2 above, notice under this Section 10.5 shall be effective not less than thirty (30) days after the day transmitted or mailed. WFFCU shall not be bound by any modification of this Agreement unless WFFCU expressly agrees to the modification in writing. Member shall have the right to terminate the Agreement prior to the effective date of amendment. From time to time, WFFCU may request Member to provide additional information concerning Member, including without limitation, additional financial information and WFFCU may terminate this Agreement if satisfactory information is not received.

**10.6 Assignment:** WFFCU may assign this Agreement or delegate any of its responsibilities to a third party without notice to or consent from Member. Member may not assign this Agreement or delegate any of its responsibilities to any third party, without WFFCU's prior written consent, which may be withheld for any reason.

**10.7 Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.

**Last Updated September 15, 2021**