

AMERICAN BROADCAST EMPLOYEES FEDERAL CREDIT UNION

DEPOSZIP SERVICES DISCLOSURE AND AGREEMENT

Effective: June 26, 2009

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the (consumer/member) that applied for and/or uses any of the DeposZip (Remote Deposit Capture Services) (the “Services”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours”, and “ABEFCU” mean American Broadcast Employees Federal Credit Union. My Application for use of DeposZip (Remote Deposit Capture Services), your notification of approval of my application, and my American Broadcast Employees Federal Credit Union Disclosure and Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

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 via DeposZip. 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 at Exhibit “A,” Section 2 which is attached hereto and incorporated by this reference.

Provisional Credit and Availability of Funds. 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 the Deposit History feature. 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 (“DeposZip”) is a provisional credit. I and ABE Federal Credit Union agree that funds availability for items, as images transmitted for deposit are not subject to the availability requirements of Reg CC. 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.

Compliance with Law. I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulation. 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 scanning the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: **"For Deposit Only at American Broadcast Employees Federal Credit Union, Account Number, Date and the words "via DeposZip"**. The scanned 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 due to an item being returned.

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.

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 along with any applicable fees 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 Credit Union system maintenance or technical difficulties including those of the Internet 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 Share Branching or your ATM's or by mailing the original check to you at American Broadcast Employees Federal Credit Union, P.O. Box 4002 Ansonia Station, New York, NY 10023. 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 for deposit by the next business day following rejection.

Business Day and Availability Disclosure. Your business days are Monday through Friday, except holidays. Your business hours for the use of DeposZip are 9:00 a.m. to 6:00 p.m., Eastern Standard Time, each business day.

Funds Availability. With regard to the availability of deposits made using the Services, such funds will be held for 2 business days. ABE Federal Credit Union reserves the right to extend the hold for a longer period of time as set forth in the “Funds Availability Policy” section of the Truth-in-Savings Disclosure and Account Agreements a copy of which I received when I opened my membership account and which is also available online for viewing.

I and ABE Federal Credit Union agree that funds availability for items, as images transmitted for deposit are not subject to the availability requirements of Reg CC. Checks deposited via DeposZip will be held for 2 business days. The length of the hold is counted in business days from the day of the deposit. Business days are Monday through Friday excluding Saturdays, Sundays, and Federal Holidays. If the deposit is made prior to, our cut-off time, 6:00 p.m. Eastern Standard Time on a business day that we are open then ABE Federal Credit Union will consider that day of deposit. If the deposit is made after, our cut-off time, 6:00 p.m. Eastern Standard Time, or on a day that ABE Federal Credit Union is not open, the deposit will be considered made on the next business day that ABE Federal Credit Union is opened.

I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature and the receipt of an 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.

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 endorse 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 (DeposZip), 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 that I deposit using the Services for a period of **60** 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.

I agree to provide ABE Federal Credit Union with the original check or a sufficient copy of the front and back, if the original check is no longer available, upon request to facilitate in any investigations related to unusual transactions, or poor quality transmission, or to resolve any disputes.

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 as set forth below.

Telephone you at: 516-763-7502

or

E-mail you at deposzip@abefcu.com

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. All charges associated with the Services are disclosed in your (Fee Schedule) which accompanies this Disclosure and Agreement.

Warranties. I UNDERSTAND THAT THE 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. THE 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 THE 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.

Withdrawal of Service. You may also deny, suspend or revoke access to the Services immediately, in whole, within your sole and absolute discretion, without notice, if you believe I am in violation of the terms of this Agreement, am otherwise using or accessing the Services inconsistent with the terms and conditions of this Agreement or if you feel it is necessary to maintain the security of the system.

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 (New York), 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 New York.

Periodic Statement. Any remote deposits made through the Services will be reflected on my periodic 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 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.

ABE Federal Credit Union reserves the right to deny any deposit made via DeposZip which is not within the dollar limits set.

Deposit limits for qualified members are as follows:

- Daily Deposit Limit - \$5000.00
- Rolling 30-Day Deposit Limit - \$50,000.00

These limits may be increased for qualified member's whose deposit activity warrants such a change.

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. This includes missing the endorsement included in Exhibit "A" Section 1.
- 6) Any item that is "stale dated" or "post dated."
- (7) Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

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 your 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.

EXHIBIT “A”

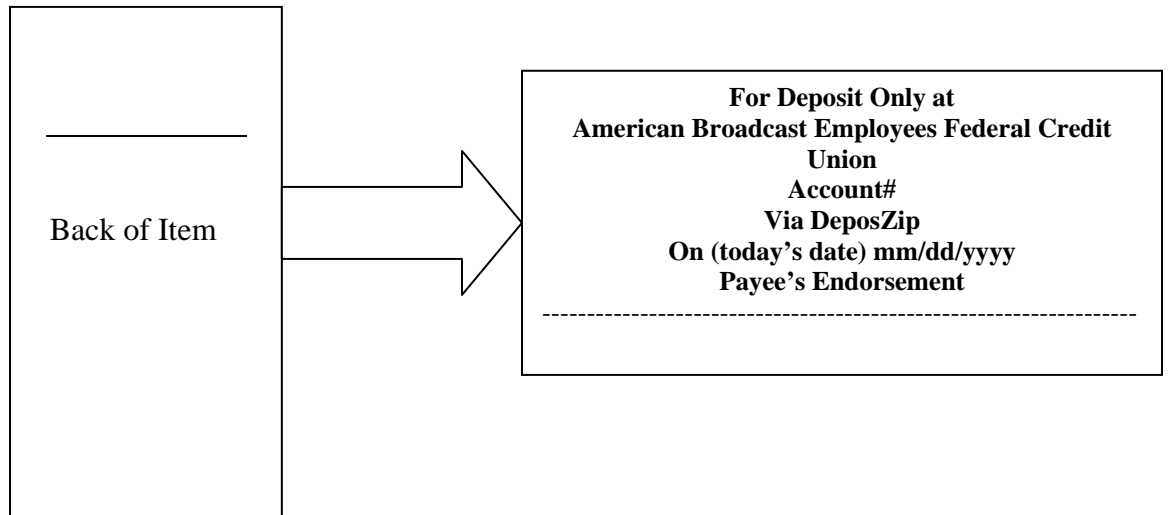
INSTRUCTIONS FOR REMOTE DEPOSIT CAPTURE SERVICES

ABE Federal Credit Union Endorsement Requirements:

1. The back of each item must include the following:

- **The words “For deposit only at American Broadcast Employees Federal Credit Union”**
- **Your Account Number**
- **Via DeposZip**
- **On (today’s date) mm/dd/yyyy**
- **Payee’s Endorsement**

Note: ABE Federal Credit Union reserves the right to reject any check for deposit using DeposZip which is not properly endorsed.



2. Hardware and Software Requirements: In order to use the Services (DeposZip), the Member must have the following hardware and software with the indicated specifications:

- Windows XP with Internet Explorer 6+, or Vista with Internet Explore 7+
- Windows XP or Vista, with Firefox 2+
- Mac OS X 10.5 with Safari 3+
- Mac OS X 10.5 with Firefox 2+
- TWAIN Compliant Document Scanner

Note: The recommended versions of the browsers listed are Internet Explorer 8, Firefox 3, and Safari 3.1. Also Java and Active X controls are likely to be used.

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.