

## AMERICAN AIRLINES FEDERAL CREDIT UNION

### MOBILE DEPOSIT SERVICE AGREEMENT

Welcome to the American Airlines Federal Credit Union (“Credit Union”) Mobile Deposit Service. This Mobile Deposit Service Agreement (“Agreement”) applies to checks deposited through our mobile deposit service using your mobile device (the “Service”) and applies whether the checks are deposited to a consumer or a business Account. In this Agreement, the words “you” and “your” mean the individual or business member or other authorized person requesting this Service and any joint Account Owners, Authorized Signers, or other persons authorized to act on your Credit Union Accounts. “We,” “our,” “us,” and “Credit Union” mean American Airlines Federal Credit Union. You must download our mobile application (“App”) to use the mobile Service. Consumer and business Account Owners must additionally have a Credit Union share draft (checking) Account to use this Service. Certain additional user requirements and limitations may apply as set forth in the attached Schedule “A” and in any Online Banking Deposit Help Instructions, user guides, FAQs, or other materials we may provide or make available to you, all of which are incorporated by reference into this Agreement. Upon enrollment, you may use your approved mobile device and the camera on your Internet enabled mobile device to capture images of certain paper checks, front and back, and electronically transmit the images over the Internet to us for deposit into designated Credit Union share draft (checking) or share (savings) Accounts. Please review this Agreement carefully. By requesting or using this Service, you agree to conduct your mobile deposit transactions by electronic means, you authorize us and our technology partners to take all actions necessary to provide the Service, and you agree to the following terms and conditions. You additionally agree to be bound by applicable clearinghouse rules, operating circulars, and other check processing rules to which we are bound, including Federal Reserve Bank Operating Circular 3. The American Airlines Federal Credit Union Account Agreement (“Account Agreement”) and the Business Membership and Account Agreement, as applicable, (collectively, the “Account Agreement”) are incorporated into and made a part of this Agreement. In the event of any conflict between this Agreement (including any schedules, instructions, guides, or FAQs) and the Account Agreement, the terms of this Agreement will control unless this Agreement specifically provides otherwise. Capitalized terms and pronouns used in this Agreement have the meanings as defined herein or in the Account Agreement.

**1. Definitions:** In addition to other defined terms in this Agreement, the following terms are defined in this Agreement:

**A. Substitute Check:** A paper reproduction of a check that contains an image of the front and back of the check and meets the other technical requirements for a substitute check under Check 21 and Federal Reserve Board Regulation CC.

**B. Item:** An instrument containing an order to pay money handled by a financial institution for collection or payment, as defined by the Texas Uniform Commercial Code. The image files of the front and back of Checks you transmit to us qualify as Items under this Agreement.

**C. Service:** The mobile deposit service offered by the Credit Union.

**D. Check:** An original paper check, other than a documentary draft, payable on demand, negotiable, and drawn on or payable through a financial institution located in the United States of America or Puerto Rico.

**E. Remotely Created Check:** A check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

**F. Foreign Item:** A check not drawn on or payable through a financial institution located in the United States of America or Puerto Rico.

**G. Check 21:** The Check Clearing for the 21st Century Act, 12 U.S.C. 5001 et. seq., and the implementing Check 21 regulations located in Subpart D to Federal Reserve Board Regulation CC, 12 C.F.R. 229 et. seq., and other applicable provisions of Regulation CC.

**2. Hardware and Software Requirements:** You are responsible for purchasing, operating, and maintaining an approved mobile device and any other equipment necessary to use the Service. Not all devices may be supported. For the Service, you must download and use the latest version of the Credit

Union's mobile App as it becomes available. You are additionally responsible for all telephone and Internet services necessary to access the Service and for charges arising out of or related to those services. To use the Service, the following equipment is required: (i) An approved mobile device, such as a mobile phone or tablet, with a built-in camera that is supported by the mobile App, and (ii) A working Internet connection. We may impose additional hardware and software requirements and mandatory equipment maintenance procedures from time to time by notifying you, and you agree to abide by such requirements and procedures at your expense. We reserve the right to add to, change, or delete the hardware, software, and other Service requirements from time to time by providing notice to you. You agree to accept notices provided in connection with this Agreement at your email address on file with us or by any other commercially reasonable notification method we choose.

**3. Safeguarding Your Access Information:** You will access the Service by logging into your Accounts using your Online Banking User ID and Password (also referred to as "access information") in Mobile Banking and/or the App. We may require additional security procedures in order to authenticate a user. You agree to keep your access information secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization, and you will not record or display your access information in such a manner that it will be accessible by unauthorized third parties. You additionally agree not to leave your mobile device unattended while logged into the Service, and you will promptly log off each time you finish using the Service. **You understand that any person having access to your User ID and Password will have ready access to the Service and will have the ability to perform all transactions available through the Service.** You agree that any use of your User ID and Password by you, any other party to any of your Credit Union checking or savings Accounts, anyone you permit or authorize to use your User ID and Password, and anyone to whom you disclose your User ID and Password or give access to your User ID and Password is deemed an authorized use for which you will be liable. If you authorize another person to use your User ID and Password in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You agree that use of the User ID and Password constitutes a reasonable security procedure. You are responsible for any transactions made by any such person until we have received your written notice of revocation and have had a reasonable opportunity to act upon it. You understand that anyone with access to your mobile device may be able to access any check images you have captured on your mobile device, and you are fully responsible for any damages or liability arising out of such access. You are responsible for reporting the loss, theft, or compromise of your mobile device or your User ID and Password to us as soon as possible after you learn of it or suspect that unauthorized access or use has or may occur. For your security, we may restrict access to the Service without advance notice if we suspect potential or actual fraudulent activity.

**4. Items Eligible for Deposit:** When using this Service, we will use the check images you send to us to clear the checks as images or create Substitute Checks for presentment to the paying financial institutions. We may choose in our sole discretion the method we use to present and clear checks deposited through the Service. Each Item may be transmitted to us only once. Only Checks drawn on financial institutions and payable to the Account Owner are eligible for deposit. We will not accept Checks with a named payee other than an Account Owner, including any joint owner. The Check payee must be an Account Owner on the Share ID into which the Check is deposited. We will not accept Substitute Checks. We will not accept Remotely Created Checks or Foreign Items. Each Check deposited and accepted through the Service will qualify as an Item as defined herein and must be endorsed by all payees. Additional endorsement requirements for Checks deposited through the Service are set forth in Schedule "A" attached hereto. While we will provide notice as soon as possible if we cannot accept an Item for deposit through the Service, you acknowledge and agree that we may reject any Item in our sole discretion without advance notice to you, and we will not be liable for any such rejection. We may restrict the types of Accounts into which Checks can be deposited. Checks deposited through the Service will generally be made available in accordance with the availability schedule set forth in Schedule "A" attached hereto. In some cases, we may delay the availability of Checks deposited through the Service for a longer period in our sole discretion. You may contact us at the telephone numbers listed in Schedule "A" to confirm that we have accepted an Item and when the funds will be available.

**5. Image Quality:** Both the front and back of each Check must be sent to us as directed in any instructions we provide or make available to you. You are responsible for ensuring that the images of the front and back

of each Check are correctly matched and that the Check images are clearly visible. We will not accept Items containing incomplete Check images or images with torn or folded edges, cut corners, or other physical discrepancies. YOU REPRESENT AND WARRANT THAT EACH ITEM SUBMITTED FOR DEPOSIT THROUGH THE SERVICE (A) WILL ACCURATELY AND LEGIBLY REPRESENT ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE CHECK AT THE TIME OF IMAGING, INCLUDING WITHOUT LIMITATION, THE AMOUNT OF THE CHECK, THE PAYEE, THE DRAWER'S SIGNATURE, THE PREPRINTED INFORMATION THAT IDENTIFIES THE DRAWER AND THE PAYING BANK, THE MAGNETIC INK CHARACTER RECOGNITION (MICR) LINE, AND ALL OTHER INFORMATION PLACED ON THE CHECK BEFORE IMAGING, SUCH AS ENDORSEMENTS APPLIED TO THE BACK OF THE CHECK, AND (B) WILL CONFORM TO OUR SPECIFICATIONS AS PROVIDED TO YOU FROM TIME TO TIME AS WELL AS APPLICABLE INDUSTRY AND REGULATORY STANDARDS.

**6. Standard of Care, Deposit Limits and Cutoff Times:** We will use ordinary care as defined by the Texas Uniform Commercial Code in the handling of Items. We reserve the right to suspend the availability of the Service from time to time for necessary maintenance or for security purposes. Additionally, the Service may be unavailable from time to time due to circumstances outside of our control. When the Service is unavailable, you may deposit your checks through other available means such as in person at a branch location or by mail. We may impose limits on the dollar amount of Items that may be deposited through the Service each day as set forth in Schedule "A." Items received Monday through Friday on business days we are open and before our cutoff time listed in Schedule "A." will normally be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such cases, the Items will be processed on our next business day, as will Items received after the cutoff time on the previous business day. All accepted Items will be considered deposited at our headquarters in Fort Worth, Texas.

**7. Electronic Communications:** We may choose to provide notices related to the Service electronically through the Online Banking or the Mobile Banking service or any email address we have on file for you, and you consent to accept notices in electronic form. You agree to keep your email address and other contact information on file with us current at all times by using the Online Banking service or other approved channels to change your information.

**8. Receipt of Items, Lost Items and Transmissions:** We may choose to provide notices related to the Service electronically through the Online Banking or the Mobile Banking service or any email address we have on file for you, and you consent to accept notices in electronic form. You agree to keep your email address and other contact information on file with us current at all times by using the Online Banking service or other approved channels to change your information. Items are not considered received by us until we have notified you at the time of deposit that the deposit was successful and the deposit is shown in the Account history area of the Online Banking or the Mobile Banking service. Receipt of an Item does not constitute an acknowledgement by us that the Item is error-free, that we accept the Item, or that we will be liable for the Item. You understand that wireless communications may not be encrypted and that there are risks in transmitting data to us with your mobile device. We have implemented important measures to safeguard and secure your data, but we cannot be responsible for Items not received by us or for any intrusion into or theft of any data transmitted by you unless the loss is substantially caused by our gross negligence or willful misconduct. Credit given for an Item received for deposit is provisional and subject to verification and final settlement. While we have implemented measures to ensure the safe and secure transmission of your data, you acknowledge that we cannot and do not guarantee the security of information transmitted over the Internet and you expressly agree to assume this risk. We are not responsible for alterations made to Items in the course of transmission to us. You are responsible for ensuring that Items transmitted to us have been received by us and credited to the designated Account in the correct amount.

**9. Retention of Items:** You agree to retain Checks in their original form for 90 days after transmission to us. After this time, you will destroy the Checks by a secure shredding method to ensure that they will not be redeposited. You agree to be responsible for any direct and indirect damages accruing to you or us that result from your failure to maintain adequate security over your Checks.

**10. Additional Duties and Obligations:** In addition to your other duties as provided in this Agreement, you agree to implement and maintain reasonable security measures for the safekeeping of all Checks. You agree to promptly review your Mobile Deposit transactions on the Online Banking or Mobile Banking service

or the App after you have completed them and promptly notify us of any input or other errors. You agree to examine your Account statement in a timely manner and promptly report errors or discrepancies to us within the time period provided in the applicable Account Agreement (60 days for consumer Accounts; 14 days for business Accounts). You agree to notify us promptly if you experience or suspect any problems or issues relating to the Service. You agree that we may make adjustments to your Account arising out of or related to your use of the Service at any time without notice to you. You agree that we may charge any eligible Account of yours for any amount owed to us under this Agreement. We may chargeback Items that do not satisfy the warranties you are making with respect to the Items or do not otherwise meet the requirements of this Agreement. You are solely liable for an error or discrepancy related to an Item unless the error or discrepancy results from a breach of our duty of care. You agree to deposit the original Checks through another channel (e.g., in person at our branch, at an ATM, or by mail) should we be unable to process them using the Service, provided that we have notified you in writing that you may deposit the original Checks. You agree to be responsible for all charges and fees charged by us or by third parties in connection with handling your Items, including applicable fees as set forth in the applicable Fee Schedule. Such charges and fees are due and payable immediately, and we may charge any eligible Account on which you are an owner for charges and fees without notice to you.

**11. Return of Items:** If an Item is dishonored, you will receive a Substitute Check as the charged-back Item. You may not use the Service to deposit a Substitute Check, and you may not deposit an original Check, whether by physical deposit or by way of the Service, if you receive a Substitute Check as a dishonored Item. You agree to abide by any additional instructions we may provide to you in connection with returned Items.

**12. Warranties and Indemnity:** IN CONNECTION WITH YOUR USE OF THE SERVICE, YOU REPRESENT AND WARRANT THAT:

(A) YOU WILL USE THE SERVICE AND RELATED TECHNOLOGY ONLY FOR LEGAL PURPOSES AND ONLY AS PROVIDED IN THIS AGREEMENT;

(B) YOUR USE OF THE SERVICE WILL BE IN COMPLIANCE WITH APPLICABLE LAW, INDUSTRY STANDARDS, AND OUR POLICIES, PROCEDURES, AND SPECIFICATIONS AS AMENDED FROM TIME TO TIME;

(C) YOU ARE A PAYEE OR AN AUTHORIZED REPRESENTATIVE OF THE PAYEE AUTHORIZED TO ENFORCE EACH ITEM YOU TRANSMIT;

(D) ALL ITEMS TRANSMITTED TO US AND RELATED INFORMATION ARE ACCURATE AND COMPLETE AND ONLY ELIGIBLE ITEMS AS PROVIDED IN THIS AGREEMENT WILL BE DEPOSITED;

(E) YOU WILL COOPERATE WITH US WHEN REQUESTED IN CONNECTION WITH OUR PROVISION OF THE SERVICE;

(F) THE QUALITY OF ITEMS AND THE IMAGES YOU TRANSMIT WILL BE SUCH THAT A LEGALLY EQUIVALENT SUBSTITUTE CHECK CAN BE CREATED;

(G) EACH CHECK WAS AUTHORIZED BY THE DRAWER IN THE AMOUNT STATED ON THE CHECK AND TO THE PAYEE STATED ON THE CHECK;

(H) YOU WILL NOT TRANSMIT ANY IMAGE FILE TO US THAT CONTAINS A VIRUS OR OTHER HARMFUL COMPUTER CODE;

(I) YOU WILL NOT DEPOSIT AN ORIGINAL PAPER CHECK THAT YOU HAVE SUBMITTED THROUGH THE SERVICE UNLESS THE ITEM CANNOT BE ACCEPTED OR PROCESSED THROUGH THE SERVICE AND WE EXPRESSLY NOTIFY YOU IN WRITING THAT YOU MAY DO SO;

(J) THE ITEMS YOU SUBMIT WILL CONFORM TO OUR STANDARDS AND YOU WILL NOT BREACH THE TERMS OF THIS AGREEMENT AT ANY TIME;

(K) ITEMS YOU SUBMIT ARE NOT COUNTERFEIT OR ALTERED AND THAT ALL SIGNATURES ON CHECKS ARE AUTHORIZED AND AUTHENTIC;

(L) YOU EXPRESSLY ASSUME ALL OF THE WARRANTIES FOR THE COLLECTION AND PRESENTMENT OF CHECKS AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES SET FORTH IN TEXAS BUSINESS & COMMERCE CODE SECTION 4.208;

(M) YOU EXPRESSLY ASSUME ALL OF THE WARRANTIES AND INDEMNIFICATIONS OF CHECK 21, INCLUDING WITHOUT LIMITATION, THE WARRANTY THAT NO DEPOSITORY INSTITUTION, DRAWEE, DRAWER, OR ENDORSER WILL RECEIVE PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE SUBSTITUTE CHECK, THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE SUBSTITUTE CHECK OR ORIGINAL CHECK SUCH THAT THE PERSON WILL BE ASKED TO MAKE A PAYMENT BASED ON A CHECK THAT IT ALREADY HAS PAID; AND

(N) WE WILL SUFFER NO LOSS AS A RESULT OF OUR ACCEPTANCE OF YOUR ITEMS OR YOUR USE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION AND OUR TECHNOLOGY PARTNERS, INCLUDING BUT NOT LIMITED TO THE RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING FROM ALL COSTS, EXPENSES, LOSSES, AND LIABILITIES WE INCUR, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, COURT COSTS, AND INTEREST, THAT ARISE OUT OF, RESULT FROM, OR RELATE TO (I) YOUR BREACH OF ANY OF THE REPRESENTATIONS OR WARRANTIES OR OTHER PROVISIONS OF THIS AGREEMENT, OR (II) YOUR USE OF THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION AND ITS TECHNOLOGY PARTNERS, INCLUDING BUT NOT LIMITED TO THE RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING 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'S FEES AND EXPENSES, ARISING FROM SUCH CLAIMS, TO THE EXTENT SUCH CLAIMS ARE RELATED TO YOUR USE OF THE SERVICE OR THE CREDIT UNION TECHNOLOGY PARTNERS' APPLICATIONS, UNLESS SUCH CLAIM DIRECTLY RESULTS FROM AN ACT OR OMISSION MADE BY THE CREDIT UNION OR ITS TECHNOLOGY PARTNERS. THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**13. Warranty Disclaimers, Limitation of Liability:** USE OF THE SERVICE AND ALL RELATED INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE PROVIDED AT YOUR OWN RISK AND ON AN "AS IS" AND ON "AS AVAILABLE" BASIS. WE DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS OBTAINED BY USING THE SERVICE WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR THE RELATED TECHNOLOGY WILL BE CORRECTED. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE MAY BE REQUIRED BY LAW.

**14. Confidentiality:** The Service and related technology may contain valuable trade secrets ("Confidential Information") that are the property of the Credit Union and its technology partners. You agree to (i) take reasonable precautions to protect the Confidential Information, (ii) hold the Confidential Information in strict

confidence, and (iii) use it only for the purpose of this Agreement. Any unauthorized use of Confidential Information constitutes a material breach of this Agreement and may cause the owner irreparable injury for which there is no adequate remedy at law. In the event of an actual or threat of breach of Confidential Information, in addition to any other remedies available to us or our technology partners at law, you agree that we or our technology partners may seek equitable relief to prevent or remedy the breach or threat of breach without posting bond or any other security.

**15. Ownership and License:** You acknowledge that the mobile deposit technology and the App for the Service are the property of the Credit Union and/or its licensors and are protected by copyright law. The Credit Union grants you a limited, personal, non-exclusive, non-transferable license to use the technology and to download and install the App solely to access and use the Service in accordance with the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the Service, the mobile deposit technology and the App, and all software development, is owned and retained by the Credit Union or its licensors and that neither the Service, the mobile deposit technology, nor the App is sold to you. Your rights to the Service, the mobile deposit technology, and the App are strictly limited by this Agreement, and the Credit Union and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the Service, the mobile deposit technology, or the App or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, change, alter, translate, create derivative works from, attempt to derive the source code of, copy or reproduce all or any part of, or interfere with, or attempt to interfere with, the Service, the mobile deposit technology, or the App or any portion thereof, or (c) use the Service, the mobile deposit technology, or the App or any portion thereof in any manner not expressly permitted under this Agreement.

**16. Force Majeure:** We will not be deemed in default or otherwise liable under this Agreement due to our inability to perform our obligations by reason of fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any failure or delay of any transportation, power, computer or communications system, or any other similar cause beyond our reasonable control.

**17. Assignment:** You are not permitted to assign this Agreement. We may assign this Agreement to a third party without prior notice to you.

**18. No Waiver, Time of Essence:** No provision of this Agreement will be deemed waived, and no breach will be deemed excused, unless such waiver or excuse is in writing and signed by the party from whom such waiver or excuse is claimed. For purposes of this Agreement, time is of the essence.

**19. Severability:** In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

**20. Amendment:** We may add to, change, or delete the terms of this Agreement by providing notice to you. We may also add to, change, suspend, or terminate some or all of the functionalities or features of the Service at any time without notifying you, although we will normally provide notice of such changes on our website or through the Online Banking and/or Mobile Banking service. If you do not consent to a modification of this Agreement or the Service, you may terminate and discontinue your use of the Service at any time by notifying us in writing. You may not amend this Agreement unless we expressly agree to the amendment in writing.

**21. Termination:** We reserve the right to terminate this Agreement at any time by notifying you.

**22. Headings:** The titles and headings of the sections of this Agreement are for the sole convenience of the parties and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

**23. Governing Law:** This Agreement is entered into in Fort Worth, Texas, and is governed by Texas law and applicable federal law.

**24. Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof.

**AMERICAN AIRLINES FEDERAL CREDIT UNION**  
**SCHEDULE “A” TO MOBILE DEPOSIT SERVICE AGREEMENT**

This Schedule “A” to the American Airlines Federal Credit Union Mobile Deposit Service Agreement is made a part of the Agreement. The Mobile Deposit Service is available to qualified members only and is subject to the following additional terms:

**Qualifying Criteria:**

- Business Account Owners must have a Credit Union Share Draft (Checking) Account to use the Service
- Membership Account must be opened for a minimum of 30 days.
- Member and member’s Accounts must be in good standing as determined by us in our sole discretion.
- No negative Account history as determined by us, including without limitation, more than one NSF item per calendar year and excessive or repeated return items.
- Negative credit history will be cause for denial or termination of the Service.
- We may also consider additional factors in connection with your request for or use of the Service.

If approved, we reserve the right to terminate your privilege to use the Service at any time without advance notice if we believe you are not managing your Accounts in a responsible manner or for other good cause.

**Cutoff Time:** Our cutoff time is: 5:00 PM (CT). For purposes of this Service, our business days are Monday through Friday except for federal holidays. Additionally, we close at 1PM, Central Time on Christmas Eve. Items received Monday through Friday on business days we are open and before our cutoff time will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, Items will be processed on our next business day, as will Items received after the cutoff time.

**Availability Schedule:**

The first \$225 of a business day’s total mobile deposits, will be available on the first business day after the day of deposit. The remainder of the funds will generally be available for withdrawal on the second business day after the day of the deposit. In some circumstances, we may delay the availability of funds for a longer period. Depending on the type of check(s) that you deposit, the amounts of the total check deposits on any one day, our belief that a check deposited will not be paid, your history of repeatedly overdrawing your account in the last six months, or other factors, funds may not be available until the seventh business day after the day of your deposit. Funds deposited using the Service will be made available for your withdrawal and/or use in accordance with the terms and conditions of our Funds Availability Policy previously provided to you, as amended from time to time, which is incorporated herein by reference. Contact us at the telephone number below to confirm the availability of your deposit.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If you have any questions, be sure to ask us.

**Telephone Number for Confirming When a Deposit Will be Available for Withdrawal:** (800) 533-0035.

**Fees:** For consumer and business Accounts, applicable fees as set forth in our Fee Schedule (for example, the Returned Deposit Item Fee) will be charged in connection with use of the Service. You authorize us to charge any eligible Account on which you are an owner for fees owed to us, without notice. For business Accounts, there is a \$0.35 fee for each item deposited through the mobile Service.

**Endorsement Requirements for Checks:** Check endorsements must include the following information:



- Signature(s) of all payees. All Check original payees must be Owners on the Account into which the Check will be deposited.
- Restrictive endorsement stating: **For Mobile Deposit Only at AAFCU**
- Member Account Number.
- Account Share ID Number to receive deposit.

Example:

/s/ (signature)  
 For Mobile Deposit Only at AAFCU

123456- (where 123456 is the Account number and 0010 is the Account Share ID number)  
 0010

**Deposit Limits:** Mobile deposits are generally limited to the dollar limits listed below or three checks deposited per business day, whichever comes first. If subsequent check deposits on the same business day will cause the daily dollar limit to be exceeded, they will not be accepted on that business day, even if the three-per-day limit has not been exceeded. For purposes of deposits, 5 PM CT Friday to 5PM CT Monday is considered one business day, unless Monday is a federal holiday, in which case 5 PM CT Friday to 5 PM CT Tuesday is considered one business day.

<b>Checking Account type:</b>	<b>Dollar limits per business day:</b>
Flagship Checking	\$10,000
Priority Checking	\$ 5,000
Business Checking	\$ 5,000
Ascend/ uChecking/ Jet Checking	\$ 1,500

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