

300 S. Plumosa St. Merritt Island, FL 32952 Telephone: 321-455-9400

Email: BusinessServices@launchcu.com

#### **ACH ORIGINATION SERVICE ADDENDUM**

THIS ACH ORIGINATION SERVICE ADDENDUM (hereinafter, this "Addendum") is made by and between Launch Credit Union and the undersigned corporation, partnership, limited liability company, sole proprietorship, non-profit association or organization, or other commercial entity or government or other public entity (the "Member") and amends the Depository Agreement (defined below) by and between the parties. This Addendum applies to all ACH and funds transfer services made available by Launch Credit Union to Member pursuant hereto (hereinafter the "Service"). Unless otherwise defined herein, the terms used in this Addendum shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act (EFTA) and its implementing regulations. Your accounts are also governed by the Business Membership and Account Agreement and the Business Fee Schedule (together, the "Depository Agreement"), which are incorporated herein by this reference.

Member agrees to the following terms and conditions:

## **ACH Transactions**

Member wishes to initiate credit and/or debit Entries through Launch Credit Union to accounts maintained at Launch Credit Union and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Addendum, the rules of the National Automated Clearing House Association ("NACHA"), and Launch Credit Union's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and Launch Credit Union is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. with respect to such Entries. This Addendum sets forth the terms and conditions pursuant to which Launch Credit Union will provide to Member the ACH Services outlined herein ("Services"). Member hereby requests Launch Credit Union to provide the Service described in this Addendum. By executing this Addendum and/or using the Services described in this Addendum, Member accepts and agrees to all terms, conditions, and provisions of this Addendum and agrees that this Addendum sets forth the terms and conditions pursuant to which Launch Credit Union will provide to Member the Service outlined herein. To the extent that Member transmits Entries via the Internet, Member must execute the E-Sign and Digital Banking Agreement and Disclosure for Businesses which is hereby incorporated by reference and made a part hereof. In the event of inconsistency between a provision of this Addendum, the Uniform Commercial Code ("UCC"), the E-Sign and Digital Banking Agreement and Disclosure for Businesses, and/or the Depository Agreement, the provisions of this Addendum shall prevail. Terms not otherwise defined in this Addendum shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Member hereunder from which Launch Credit Union initiates each Entry.

# **ACH Transaction(s) Timeframes**

Launch Credit Union has specific cut-off hours for processing transfer requests. If a transfer request is received by 2:00 pm ET, funds will be processed the same business day. If the transfer request is received after 3:00 pm ET, funds will be processed the next business day. For those using Positive Pay, pay and return decisions must be made prior to 11 am. A reminder regarding this decision will be sent to members 30 minutes prior at 10:30 am.

# **Underwriting**

Member approval for the use of this Service may be subject to underwriting criteria established by Launch Credit Union from time to time. If Launch Credit union requires the application of underwriting criteria to Member approval for use of this Service, Launch Credit Union will communicate to Member the nature and content of that criterion and the information Member will be required to provide to Launch Credit Union. Member authorizes Launch Credit Union to obtain a Credit Report and check Member's credit history from time to time. Member agrees to provide Launch Credit Union such financial, business and operating information as Launch Credit Union may reasonably request in connection with Launch Credit Union's underwriting and approval process. Member warrants that the information contained in accompanying implementation forms is true, complete, and correct.

# **Member Responsibility**

Member agrees to be solely responsible for the use of ACH transmission platforms, including the responsibility to safeguard the Member's confidential access capability and complying with user documentation, procedures, and other instructions regarding Transactions. Launch Credit Union is entitled to rely on any instructions, notices, and other information received from Member, electronically, in writing or orally, that Launch Credit Union reasonably and in good faith believes to be genuine. Member shall be liable to Launch Credit Union for and shall indemnify and hold Launch Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities, and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by Member or any other person acting in M ember's behalf, including without limitation: (a) a breach by Member of any provision of this Addendum; (b) Launch Credit Union's crediting of the account of any person as requested by Member; and (c) the failure to act or the delay by any Launch Credit Union other than Launch Credit Union.

## **Compliance with Rules and Laws**

Member acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Member agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Addendum, and any amendments to these Rules made from time to time. It shall be the responsibility of the Member that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Member to obtain information regarding such OFAC-enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at www.ustreas.gov/ofac.) Member agrees that the performance of any action by Financial Institution to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of the Financial Institution under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Member agrees generally and warrants to Financial Institution that all actions by Member contemplated by this Addendum, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws,

regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Financial Institution will charge the Member with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Member and the Member agrees to fully reimburse and/or indemnify Financial Institution for such charges or fines. The specific duties of the Member provided in the following paragraphs of this Addendum in no way limit the foregoing undertaking. The duties of the Member set forth in the following paragraphs of this Addendum in no way limit the requirement of complying with the Rules.

# **Member Representations and Warranties: Indemnity**

With respect to each Transaction, Member represents to Launch Credit Union and agrees that (a) each person involved in the Transaction has authorized the Transaction and the debiting of Member's account in the amount and on the date shown on such Transaction, (b) such authorization is operative at the time of transmittal or crediting by Launch Credit Union as provided herein, (c) Transactions transmitted to Launch Credit Union by Member are limited to those Transactions authorized by Launch Credit Union, (d) Member shall perform its obligations under this Addendum in accordance with all applicable laws and regulations, including the sanction laws administered by OFAC, and (e) Member shall be bound by and comply with all laws, statutes, regulations, rules, orders, etc., as in effect from time to time, including without limitation rules governing provisional payment of a Transaction until receipt of final settlement for such Transaction. If settlement for a Transaction is not received, the receiving depository financial institution shall be entitled to a refund from the receiver of the amount credited, and Member shall not be deemed to have paid the receiver the amount of the Transaction. Member agrees Launch Credit Union may debit Member's Authorized Accounts to effectuate any refund, reimbursement, or other amounts due. Member shall indemnify and hold harmless Launch Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, including unauthorized actions initiated or caused by Member or agents, or Launch Credit Union's actions in reasonable reliance upon instructions, notices, information and data Member provides to Launch Credit Union (including without limitation Launch Credit Union's crediting the amount of any Transaction to the account of any person).

# Credit Union Responsibilities; and Liability

Launch Credit Union shall be responsible only for performing the services expressly authorized in this Addendum. Launch Credit Union shall be entitled to rely solely on the information, representations, and warranties provided by Member pursuant to this Addendum, and shall not be responsible for the accuracy or completeness thereof. Launch Credit Union will exercise ordinary care in providing the services expressly provided for in this Addendum and will be responsible for any loss sustained by Member only to the extent such loss is caused by the gross negligence or willful misconduct of Launch Credit Union in performing those services. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care. Launch Credit Union shall not be responsible for Member's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Transaction received from Member) or those of any other person, including without limitation any financial institution, automated clearing house or transmission or communications facility, funds transfer system, funds transfer processor, any receiver or receiving depository financial institution. LAUNCH CREDIT UNION SHALL BE LIABLE ONLY FOR MEMBER'S ACTUAL DAMAGES DUE TO CLAIMS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LAUNCH CREDIT UNION AND IN NO EVENT WILL LAUNCH CREDIT UNION BE LIABLE TO FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE

WHICH MEMBER MAY INCUR OR SUFFER IN CONNECTION WITH THIS ADDENDUM. WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY LAUNCH CREDIT UNION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH MEMBER MAY ASSERT, INCLUDING, WITHOUT LIMITATION. LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM LAUNCH CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS ADDENDUM. IN NO EVENT WILL LAUNCH CREDIT UNION BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. EVEN IF LAUNCH CREDIT UNION RECEIVED ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY (EXCEPT AND EXPRESSLY STATED HEREIN), WHETHER OR NOT ANY OF THE MATTERS AFORESAID ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY. LAUNCH CREDIT UNION'S ENTIRE LIABILITY TO MEMBER UNDER THIS ADDENDUM, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY. WILL NOT EXCEED THE FEES PAID TO LAUNCH CREDIT UNION BY MEMBER UNDER THIS ADDENDUM. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF LAUNCH CREDIT UNION FAILS TO CREDIT ANY OF MEMBER'S ACCOUNTS UTILIZED IN CONNECTION WITH THE SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH THIS ADDENDUM AS OF THE DATE SUCH CREDIT WAS EARNED, UPON DISCOVERY OR NOTIFICATION OF SUCH ERROR, LAUNCH CREDIT UNION WILL PROPERLY CREDIT SUCH ACCOUNT, BUT LAUNCH CREDIT UNION SHALL NOT INCUR ANY LIABILITY THEREFORE. INCLUDING ANY LOSS RESULTING FROM FAILURE BY MEMBER TO INVEST THE AMOUNT OF FUNDS NOT PROPERLY CREDITED TO THE ACCOUNT. Without limiting the generality of the foregoing, Launch Credit Union will not be liable to Member for any damages, injury or losses caused by or arising by reason of (1) inaccuracy of instructions, notices, or other information that Member provides to Launch Credit Union, (2) unauthorized actions initiated or caused by Member or agents, (3) acts, omissions, delay or failure to perform of third persons or vendors, or (4) for any other loss or damage under this Addendum or otherwise, except as solely caused by Launch Credit Union's gross negligence or willful misconduct. Launch Credit Union will not be liable or deemed to be in default for any delays, failures or interruptions in processing Transactions resulting, directly or indirectly, from acts of God, war, strikes, labor disputes, riots, civil disorders, mechanical, telecommunication or electrical breakdown, legal constraints or other causes beyond Launch Credit Union's reasonable control.

SUBJECT TO THE FOREGOING LIMITATIONS, LAUNCH CREDIT UNION'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT LAUNCH CREDIT UNION'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM, LAUNCH CREDIT UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING SUCH SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF INFRINGEMENT, COMPLIANCE WITH

# APPLICABLE LAWS AND REGULATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# **Authorized Accounts**

Member represents to Launch Credit Union that: (a) the Authorized Accounts will be maintained primarily for commercial purposes; and (b) the Authorized Accounts shall at all times have a balance of immediately available funds sufficient to meet Member's payment obligations under this Addendum. Launch Credit Union may, without prior notice or demand, obtain payment of any amount due and payable to it under this Addendum by debiting one or more Authorized Accounts. and shall credit the Authorized Accounts for any amount received by Launch Credit Union by reason of the return of a Transaction transmitted by Launch Credit Union for which Launch Credit Union has previously received payment or credit from Member. Such credit or debit shall be made as of the day of such receipt by Launch Credit Union. In the event there are not sufficient available funds in the Authorized Accounts, less any reserve requirement, to cover Member's obligations under this Addendum, Member agrees that Launch Credit Union may debit any account maintained by Member with Launch Credit Union or that Launch Credit Union may set off against any amount it owes to Member, in order to obtain payment of Member's obligations under this Addendum. Launch Credit Union is not obligated to complete the processing of Transactions when the total amount of such Transactions exceeds the balance of available funds in the Authorized Accounts. If Launch Credit Union processes any Transaction when the balance of available funds in the Authorized Accounts is inadequate, it does not constitute an obligation to process similar Transactions at any other time. Upon notice of insufficient amounts in the Authorized Accounts, Member shall have five (5) business days to deposit sufficient funds to cure the breach under this Addendum. Failure to do so shall result in the immediate termination of Launch Credit Union's duty to process Transactions under this Addendum and shall constitute grounds for immediate termination of this Addendum without notice to Member.

## **Balance Requirements**

Member acknowledges that transfers or disbursement of funds pursuant to this Addendum may create credit risk for Launch Credit Union. Launch Credit Union may, from time to time and in Launch Credit Union's absolute discretion, establish file limits, daily limits, risk period limits and other limits as Launch Credit Union deems appropriate on the amounts and/or aggregate amounts of Transactions that Launch Credit Union will process. Launch Credit Union will notify Member in writing of such limits and Launch Credit Union will not be obligated to process Transactions that exceed the limits Launch Credit Union has established. Launch Credit Union will have no liability to Member for Launch Credit Union's refusal to process Transactions or to transfer or disburse funds when Member does not have sufficient funds in Member's Authorized Accounts. Launch Credit Union's processing of Transactions in excess of established limits on one or more occasions, will not be deemed a waiver of, or otherwise limit, Launch Credit Union's right at any subsequent time to refuse to process Transactions in accordance with this paragraph.

## **Account Reconciliation**

Transactions performed by Launch Credit Union and credited to an Authorized Account will be reflected on Member's periodic statement issued by Launch Credit Union pursuant to the membership and Account Agreement between Launch Credit Union and Member. It is the Member's obligation to examine the statement for any discrepancies, and Member agrees to notify Launch Credit Union promptly of any discrepancy between Member's records and the information shown on any periodic statement as set forth in the Membership and Account Agreement.

# **Notice of Returned Entries**

Member will be notified of a returned entry no later than one (1) business day following such receipt. Launch Credit Union shall have no obligation to retransmit a returned entry if in compliance with the terms of this Addendum with respect to the original entry.

# **Security Procedures**

Launch Credit Union grants access to the ACH platform to perform the Transactions, provided Member agrees to follow Launch Credit Union's security standards and policies that include proper safeguards to protect the confidentiality of all login IDs and passwords that are selected or assigned to Member for initiating Transactions using Launch Credit Union. The security procedures consist of Member's use of a valid login ID and password. Business acknowledges and agrees that the security procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. Any Transaction initiated or authorized using a valid combination of a login ID and password will be considered authentic, valid and binding by Member and Launch Credit Union. Launch Credit Union agrees to provide reasonable assistance to establish Login IDs and Passwords and support to the Member for properly using the services. If Member suspects or believes any such information has been compromised, it shall immediately contact Launch Credit Union. Member acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of a Transaction. Member acknowledges and agrees that the security procedures Launch Credit Union offers with respect to Transactions under this Addendum are reasonable given the size, type and frequency of the Transactions Member intends to conduct. Member is strictly responsible to establish and maintain procedures to safeguard against unauthorized Transactions. Member warrants that no individual will be allowed to initiate transactions except authorized persons with proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by Launch Credit Union. The occurrence of unauthorized access will not affect any Transactions made in good faith by Launch Credit Union prior to receipt of such notification and within a reasonable time period to prevent unauthorized Transactions. Launch Credit Union may from time to time take additional actions, beyond those required by regulation and this Addendum, to verify the authenticity of any Transaction request or instruction, or to detect errors in the transmission or content of the request or instruction. Member agrees that these provisions regarding security procedures and Article 4a-202 and 203 of the Uniform Commercial Code - Funds Transfers as they may be modified by these provisions, shall apply to Member's Transactions, notwithstanding the fact that any party to the Transaction is a natural person (consumer).

## **Compliance with Security Procedures**

If a Transaction (or a request for cancellation or amendment of a Transaction) received by Launch Credit Union purports to have been transmitted or authorized by Member, it will be deemed effective as Member's Transaction and Member shall be obligated to pay Launch Credit Union the amount of such Transaction even though the Transaction was not authorized by Member, provided Launch Credit Union accepted the Transaction in good faith and acted in compliance with the security procedures with respect to such Transaction. Member acknowledges and agrees that Launch Credit Union may rely on the security procedure Member uses to authenticate and/or authorize a Transaction and that Launch Credit Union may process any Transaction that Launch Credit Union receives and authenticates using the security procedures.

#### **OFAC**

Member acknowledges that Member is not allowed to transmit entries that violate the laws of the United States, including sanctions enforced by the Office of Foreign Assets Control ("OFAC") of the

United States Treasury Department, as in effect from time to time. Member warrants that Member will not violate OFAC-enforced sanctions and will not act on behalf of, or transmit funds to or from, any party subject to such sanctions. Furthermore, Member acknowledges that it is the Member's responsibility and not ours to obtain information regarding OFAC enforced sanctions. Such information may be obtained directly from the OFAC Compliance Hotline at 800.540.0FAC or from the OFAC's Web site at <a href="http://www.ustreas.gov/ofac.">http://www.ustreas.gov/ofac.</a>

# **Recording and Use of Communications**

Member and Launch Credit Union agree that all telephone conversations, emails or electronic data transmissions between them or their agents made in connection with this Addendum may be electronically recorded and retained by either party by use of any reasonable means.

# **Inconsistency of Name and Account Number**

Member acknowledges and agrees that, if a Transaction describes a person or account inconsistently by name and account number, payment of the Transaction transmitted by Launch Credit Union to the receiving depository financial institution may be made by the receiving depository financial institution (or by Launch Credit Union in the case of an on-us transaction) on the basis of the account number supplied by the Member, even if it identifies a person different from the named person or account, and Member's obligation to pay the amount of the Transaction to Launch Credit Union is not excused in such circumstances.

# **Security Interest**

Member hereby grants Launch Credit Union a security interest in all funds and deposit accounts of Member in Launch Credit Union to secure repayment of any other financial obligations that Member has to Launch Credit Union, whether such obligations are direct or indirect, contingent or not, outstanding or committed subject to draw. This security interest is given to secure payment of all of Member's obligations to Launch Credit Union under this Addendum.

# **Notices and Instructions**

Except, as otherwise expressly provided herein, Launch Credit Union shall not be required to act upon any notice or instruction received from Member or any other person, or to provide any notice or advice to Member or any other person with respect to any matter. Launch Credit Union shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized person, and any such communication shall be deemed to have been signed by such person.

## Records

All records, in whatever form, used by Launch Credit Union for Transactions contemplated by this Addendum shall be and remain Launch Credit Union's property. Launch Credit Union may, at its sole discretion, make available such information upon Member's request. Member shall pay any expenses incurred by Launch Credit Union in making such information available to Member.

# Indemnification

In consideration of Launch Credit Union agreeing to originate ACH transaction in the manner set forth herein, the Member shall forever indemnify and hold Launch Credit Union, its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless from and against all liability, claims, damages, costs, claims, or expenses (including reasonable attorney's fees) that Launch Credit Union may incur without regard to the merit or lack thereof, arising out of, or related in any way to (a) the ACH service, (b) any Entry, (c) any breach of this Addendum by Member, (d) any failure of Member to comply with applicable laws and regulations, (e) any failure of Member to comply with

the Security Procedures or implement Dual Control, or (f) any acts or omissions of Member or any third party. This paragraph shall survive the termination of this Addendum for any reason.

# **Termination**

Either Launch Credit Union or Member may terminate this Addendum at any time by giving written notice to the other party. Termination by Member shall be effective on the second business day following the day of Launch Credit Union's receipt of written notice of such termination or such later date as is specified in that notice. Termination by Launch Credit Union shall be effective upon mailing written notice of such termination to Member. Launch Credit Union reserves the right to terminate this Addendum immediately, with or without cause. Any termination of this Addendum shall not affect any of Launch Credit Union's rights and Member's obligations with respect to Transactions initiated by Member prior to such termination, or the payment obligations of Member with respect to services performed by Launch Credit Union prior to termination, or any other obligations that survive termination of this Addendum. Upon termination of this Addendum by either party, the Authorized Accounts shall be maintained according to this Addendum for a period of sixty (60) days to ensure there are sufficient available funds to process Transactions initiated by Member prior to termination and to ensure adequate funds are available in the case of reversals, refunds or disputes by consumers or other entities.

# **Right to Audit**

Launch Credit Union reserves the right to audit Member to ensure compliance with this Addendum, the Nacha rules and regulations governing the ACH network, and applicable law. Member shall, upon Launch Credit Union's request, provide Launch Credit Union any reasonably requested audit related information (e.g. member authorization / proof of record retention, system security, etc.) and assistance as may be reasonably required to perform such compliance review.

# Severability

Any provision of this Addendum that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Addendum. If performance of the Services would result in violation of any law, regulation, or governmental policy, this Addendum shall be deemed amended to the extent necessary to comply therewith.

# **Entire Agreement**

This Addendum together with the Deposit Agreement is the complete and exclusive statement of the agreement between Launch Credit Union and Member with respect to the subject matter hereof and supersedes any prior agreement(s) between Launch Credit Union and Member with respect to such subject matter. Launch Credit Union may amend any of the terms and conditions contained in this Addendum at any time. Such amendments will become effective immediately upon Member's receipt of written notice or upon a later date specified in Launch Credit Union's such notice to Member.

## **Headings**

The headings preceding the text of the sections and subsections of this Addendum are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Addendum.

## **Assignment**

This Addendum shall not be assigned or delegated by Member without the prior written consent of Launch Credit Union.

# **Governing Law**

This Addendum, and the rights of Member rights and the obligations of Launch Credit Union under this Addendum, are governed by and interpreted according to the laws of the State of Florida and of the United States. In the event of any dispute arising out of or related to the terms of this Addendum, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery. Member and Launch Credit Union agree any legal action related to this Addendum shall be filed and heard in Brevard County, Florida, except as prohibited by applicable.



