

ACCESS Credit Union

REMOTE DEPOSIT CAPTURE SERVICES TERMS AND CONDITIONS

Effective: April 1, 2018

This Agreement represents the terms and conditions for the use of the Mobile Remote Deposit service ("Mobile Deposit" or "Service") that ACCESS Credit Union (hereinafter referred to as "we", "us", "our" or "Credit Union") may provide to you (hereinafter referred to as "you", "your", "yours" or "user"). Your use of this Service shall represent your acceptance of this Agreement and any future amendments or enhancements made to the service or the Agreement. This Agreement supplements the other terms and conditions set forth in the Credit Union's Membership and Account Services Agreement and all related disclosures (collectively referred to as the Membership Agreement), which you have previously received and agreed to. To the extent that there is any conflict between the terms of the Membership Agreement and this Agreement, this Agreement will govern.

Use of the Services. Your ability to use Mobile Deposit may be denied based on, but not limited to, delinquent accounts, account history, negative history with the Credit Union. Following your acceptance of the Mobile Deposit Agreement, you are authorized by us to remotely deposit paper checks you receive to your account with ACCESS Credit Union by electronically transmitting a digital image of the paper checks to us for deposit. Your use of Mobile Deposit constitutes your acceptance of the terms and conditions of this Agreement. Upon receipt of the digital image, we may review the image for acceptability. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. The Credit Union is not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, the Credit Union reserves the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account. You understand that any amount credited to your account for items deposited using Mobile Deposit is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

In addition you agree that you 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.

The software provided by Financial Institution to Customer contains software provided by one or more third parties ("Third Party Software") under contract with Financial Institution (each a "Third Party")

Restrictions. Customer agrees that it will not itself, and will not permit any parent, subsidiary, affiliate, agent or other third party to: (1) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Software for mobile check deposits; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (iii) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (iv) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

Intellectual Property. Financial Institution or the Third Parties, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to Customer, including all intellectual property rights therein. Customer acknowledges that the Third Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant Customer any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by Financial Institution and the Third Parties. Customer agrees to assign, and hereby does assign, to the Third Party all rights, title and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that Customer or any of its employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

Compliance with Law. Customer represents, warrants, and covenants that it will comply with all applicable laws, rules, regulations and prevalent industry standards in their use of Third Party Software , including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.

Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to taking a picture of the original check, you will endorse the back of the original check. Your endorsement will include your signature and a virtually placed endorsement including, but not limited to, your account number, the deposit date and the words "Mobile Deposit". The image of the check transmitted to us 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.

Hardware and Software Requirements. In order to utilize the Mobile Deposit service, I must have the following hardware and software with the indicated specifications:

- iPhone with currently supported IOS, or
- Android with currently supported OS

Processing of Items. Images of items transmitted by me are processed as described under the Use of the Services section. In addition, items transmitted by you and received by the Credit Union or its subcontractors by 3:00 p.m. Eastern Time Monday through Friday, shall be credited to your applicable account on the same Business Day. Items received by the Credit Union after 3:00 p.m. Eastern Time on any Business Day shall be credited to your applicable account on the next successive Business Day. Funds from items deposited under the terms of this Agreement will be available to you pursuant to the Credit Union’s Funds Availability Policy (Policy available on our website - www.accessmycu.org).

Limits. There may be restrictions on allowable deposit amounts. We have put the following limits in place for the Service:

- \$2,000 per check
- \$5,000 per day
- \$10,000 rolling 30-day deposit limit

Rejection of Deposit. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account. We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you shall be responsible for any loss or overdraft plus any applicable fees set forth in the Credit Union’s Fee Schedule due to an item being returned. (Fee schedule available on our website – www.accessmycu.org)

Items Returned Unpaid. A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from the account.

Returned Duplicate Items. An email notice will be sent to you of transactions that are duplicate items, an item presented more than once for deposit, whether in branch or through the service. In the event a duplicate item is transmitted to us for remote deposit capture you authorize us to debit the amount of such item from the account, along with any overdraft, plus any other applicable fees set forth in the Credit Union's Fee Schedule. (Fee schedule available on our website – www.accessmycu.org)

Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items and any other correspondence pertaining to your account.

Unavailability of Services. You understand and agree that the Service 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 Service is unavailable, you acknowledge that you can deposit an original check at our branches, through ATMs, through a night depository, or by mailing the original check to us at ACCESS Credit Union, 23 Commerce Circle, Bristol, PA 19007. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us. However, we will email notification of items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure. Our business days are Monday through Friday, except holidays. Our business hours are 8:00 a.m. to 5:00 p.m., Eastern Standard Time, each business day.

Funds Availability. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Bristol, PA. With regard to the availability of deposits made using the Service, such funds will be available as set forth in the "Funds Availability Policy," a copy of which you received when you opened the membership and which is also available online.

Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Service:

- 1) Each image of a check transmitted to us 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) You 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 you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- 5) You 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) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information you provided at account opening remains true and correct and, in the event any such information changes, you will immediately notify us of the change(s).
- 8) You have not knowingly failed to communicate any material information to us.
- 9) You have possession of each original check deposited using Mobile Deposit and no party will submit the original check for payment.
- 10) Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Storage of Original Checks. You must securely store each original check. You understand this means the original check(s) must be accessible for 90 days from the date of the Mobile Deposit. After that period, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact the Credit Union regarding such error or breach as set forth below.

Telephone the Credit Union at: 215-788-0411 or e-mail us at remotedeposit@accessmycu.org.

Limitation of Liability. FINANCIAL INSTITUTION AND EACH THIRD PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY SOFTWARE PROVIDED BY OR ON BEHALF OF A THIRD PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, EACH THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF THE SERVICES OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

IN NO EVENT WILL ANY THIRD PARTY BE LIABLE HEREUNDER FOR AN AMOUNT EXCEEDING THE LESSER OF THE ACTUAL DAMAGES INCURRED BY CUSTOMER OR THE FEES PAID BY CUSTOMER FOR USE OF THE RESPECTIVE THIRD PARTY SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE EVENT GIVING RISE TO THE LIABILITY TOOK PLACE, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IN NO EVENT WILL A THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. Customer shall indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees and agents 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 fees and expenses, arising from such claims, to the extent such claim is related to Customer's use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith.

Charges for Use of the Services. Mobile Deposit is available at no cost. You understand that there may be charges imposed for returned items deposited through the Service. Other fees that may be applicable to my account are set forth in the Credit Union's Fee Schedule. (Fee schedule available on our website – www.accessmycu.org)

Warranties. YOU 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 YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. We may change the terms and charges for the Service indicated in this Disclosure and Agreement by notifying you of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Service after receipt of notification of any change by us constitutes your acceptance of the change.

Termination of the Service. You may, by written request, terminate the Service provided in this Disclosure and Agreement. We may terminate your use of the Service at any time upon notice. In the event of termination of the Service, you shall remain liable for all transactions performed on your account.

We may also deny, suspend or revoke access to the Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of this Agreement, are otherwise using or accessing the Service inconsistent with the terms and conditions hereof, or if we feel it is necessary to maintain the security of the system. Further, ACCESS Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency. Upon termination of this Agreement, you will cease any use of the Service and you will remove the Service application from all computing devices, hard drives, networks and other storage media in your possession or under your control.

Notices. You agree that any notices/notifications required or permitted under this Agreement may be given electronically or by regular mail.

Periodic Statement. Any mobile deposit(s) made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Service no later than sixty (60) days after you receive the monthly periodic statement or notice of statement availability that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Limitations on Frequency and Dollar Amount. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us.

Unacceptable Deposits. You understand and agree that you are not permitted to deposit the following items using the Services:

- 1) U.S. Savings Bonds or checks drawn on or otherwise issued by the U.S. Treasury Department.
- 2) Any item drawn on your account or your affiliate's account.

- 3) Any item that is stamped with a “non-negotiable” watermark.
- 4) Any item that contains evidence of alteration to the information on the check or an item which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- 5) Any item issued by a financial institution in a foreign country or not payable in US Dollars.
- 6) Any item that is “stale dated” or “postdated”.
- 7) Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- 8) Checks payable jointly, unless deposited into an account in the name of all payees.
- 9) Checks previously converted to a substitute check, as defined by Regulation CC.
- 10) Checks that are remotely created checks, as defined in Regulation CC.
- 11) Checks that have previously been submitted through the Service or through a remote deposit capture service offered at another financial institution
- 12) Checks or items prohibited by Credit Union’s current procedures relating to the services or which are otherwise not acceptable under the terms of your Credit Union account.
- 13) Checks payable on sign or payable through drafts as defined in Regulation CC.
- 14) Checks with any endorsement on the back other than that specified in this agreement.
- 15) Checks that are prohibited by the Credit Union’s current Membership Agreement with you.
- 16) Checks that are in violation of any federal or state law, rule or regulation.
- 17) Checks that are credit card advance or other loan advance instruments.
- 18) Any check requiring signature and/or additional identification.

Confidentiality

1. "Third Party Confidential Information" means trade secrets, know-how, data, methods, documents, devices, software code, technology, technical information, as well as, business, financial or customer information of a Third Party. Confidential Information will not include any information that Customer can prove:

(i) was publicly known in the trade or business prior to its receipt of the Third Party Software; or (ii) was entirely and independently developed by the Customer without any use or reference to Confidential Information of the other Party.

2. Customer acknowledges that Third Parties own all rights, titles and interests, including all IP Rights in Third Party Confidential Information. Customer may use Third Party Confidential Information only in connection with its utilization of the Third Party Software and Financial Institution's services, and not for any other purpose. Customer will protect Third Party Confidential Information from unauthorized use or access.
3. Customer acknowledges that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development. **NO THIRD PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PURPOSE.** Neither Financial Institution nor any Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with this agreement.

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.

Relationship to Other Disclosures. The information in this Disclosure and Agreement applies only to the Service 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. You 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 Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of Pennsylvania.

Instructions for Mobile Remote Deposit Services

The following instructions are effective April 2, 2018 and are applicable with the ACCESS Online Banking and Mobile Remote Deposit Capture services.

Endorsements. The back of the checks you submit must be endorsed with your signature.

You may use an endorsement stamp in lieu of a written endorsement. Upon check submission through Mobile Deposit, we may place a virtual endorsement including, but not limited to, the deposit date and our routing and transit numbers.

Hardware Requirements. The Mobile Deposit Application works with a variety of supported smartphones or similar devices and utilizes the built-in camera for the capture of check images. The list of supported devices is as follows:

- Apple® Devices (It is recommended that you use a current version of iOS)
 - Apple® iPhone®
 - Apple® iPad®
- Android™ Devices (It is recommended that you use a current version of Android Operating System)
 - Phone for Android™
 - Tablet for Android™
- Phone for Windows® 7