

UNITED SOUTHEAST FEDERAL CREDIT UNION'S MOBILE REMOTE DEPOSIT CAPTURE (CHECKS2US) USER AGREEMENT

Please read this Agreement carefully in its entirety before accessing or using the Mobile Remote Deposit Capture Service, Checks2US. By accessing or using the Mobile Remote Deposit Capture Service, Checks2US, you agree to be bound by all terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use this service. You may request a copy of this Agreement be mailed to you by calling toll free at (888) 202-1212 or locally at (423) 989-2100.

GENERAL TERMS—This Mobile Remote Deposit Capture Agreement ("Agreement") is the contract which covers the rights and responsibilities of you and United Southeast Federal Credit Union ("USFCU"). In this Agreement, the words "you", "your" and "yours" mean those who request and use the Mobile Remote Deposit Capture Service ("Service"), any joint owners of accounts accessed under this Agreement or any person authorized by you to use your online access and services. The words "we," "us," and "our" mean United Southeast Federal Credit Union. The word "account" means any one or more accounts you have with United Southeast Federal Credit Union. If you use any features or products available on or through the Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments you will be subject to and/or required to agree to, separate agreements relating to such features, products or services, and other agreements you have entered into with USFCU, including but not limited to, the Membership and Account Agreement, Online Access Services Agreement (including its General Terms), the Funds Availability Policy, and your Account Card governing your USFCU account(s) (collectively referred to as (the "other agreements")), which are incorporated by reference and made a part of this Agreement.

DEFINITIONS

- a. **Check** (as defined in Regulation CC) - a negotiable demand draft that is drawn on:
 - or payable through or at an office of a credit union or bank;
 - a Federal Reserve Bank or a Federal Home Loan Bank;
 - the Treasury of the United States;
 - a state or local government that is not payable through or at a credit union or bank;
 - a United States Postal Service money order;
 - a Traveler's check drawn on or payable through or at a credit union or bank;
 - an original check.
- b. **Item** (as defined in Article 4 of the Uniform Commercial Code) - means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.
- c. **Remotely Created Check** (as defined in Regulation CC) - A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.
- d. **Substitute Check** (as defined in Regulation CC) - is a check reproduction of an original check that:
 - contains an image of the front and back of the original check;
 - bears a MICR line containing all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; and
 - is suitable for automated processing in the same manner as the original check.

SERVICES—The Service, Checks2US, is designed to allow you to make deposits to your checking, savings, money market savings account, or club accounts by electronically transmitting a digital image of your paper checks to USFCU.

ACCEPTANCE OF THESE TERMS—Your use of the Service constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth below. USFCU reserves the right to change the terms and charges for the Service described in this Agreement by notifying you of such change in writing (in electronic form or otherwise) and USFCU may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Service will indicate your acceptance of the revised Agreement.

HARDWARE AND SOFTWARE REQUIREMENTS—For Mobile Deposit, minimum requirements are a mobile device running iOS or Android operating system equipped with a camera. USFCU reserves the right to change hardware and software requirements and will notify you of any material change via e-mail or on our website(s) by providing a link to the revised requirements. Your continued use of the Service will indicate your acceptance of the change(s).

COMPLIANCE WITH LAWS—You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Service, as well as all laws relating to the financial transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party governing the Service we provide.

- Eligible Items for Deposit. You agree to deposit only “checks” as that term is defined in the Federal Reserve Board’s Regulation CC (“Reg CC”). You agree the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

LIMITATIONS OF SERVICE—When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur. The Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

a. Service Availability. The Service, Checks2US, will normally be available 24 hours a day, seven days a week, and may be unavailable from time to time for routine software and hardware or due to unscheduled down time.

b. Unavailability of Service. In the event the Service is unavailable, you acknowledge you can deposit an original check at any of our branches or by mailing the original check to United Southeast Federal Credit Union, 1545 Bluff City Highway, Bristol, TN 37620. It is your sole responsibility to verify items deposited using the Service, Checks2US, have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into Mobile Access, @ccessUS, or STAR and verify your deposit was received.

UNACCEPTABLE ITEMS FOR DEPOSIT—You understand and agree you will not use the Service to deposit the following items:

- Savings Bonds;
- Any foreign item issued to you by a financial institution located outside of the United States;
- Canadian Items;

- Third party checks (items made payable to another party and endorsed to you by such party);
- Any check previously converted to a “substitute check”, as defined in Regulation CC;
- Items drawn on personal or business accounts at USFCU;
- Any items that are “non-negotiable” (whether stamped in print or as a watermark);
- Incomplete checks;
- “Stale-dated” or “post-dated” checks;
- Checks previously submitted for deposit that have been returned for any reason (ex. non-sufficient funds, refer to maker or account closed);
- Any item you suspect or know is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn (ex. lottery or prize drawings);
- Remotely created checks; or
- Cash

Deposits of this nature may result in the immediate termination of your usage of the Mobile Remote Deposit Capture Service, Checks2US, and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. In the event a negative balance should occur, you understand that you will be responsible for any overdraft fees acquired on your account.

CHECK REQUIREMENTS—Any image of a check you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to photographing the original check, you will restrictively endorse any item transmitted through the Service as “For mobile deposit only” including the date, account number and your signature or as otherwise instructed by USFCU. You agree to follow any and all other procedures and instructions for use of the Service as USFCU may establish from time to time. The image of the check transmitted to us using the Service must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying financial institution which is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) 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 of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Service, Checks2US, may reject your deposit if the image is not satisfactory or if the back of the check is not properly endorsed. Receipt of an image does not guarantee acceptance of the image.

RECEIPT OF ITEMS—Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of a digital image does not occur until after we have reviewed the digital image and the transaction indicates a “Complete” or “Rejected” status through Mobile Deposit history. If an item you have remotely deposited is rejected, you will be contacted by an employee of the credit union. We are not responsible for any image 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. We reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile remote deposit into your account and, in the event we reject an item for mobile remote deposit, you understand and agree you must visit one of our branch locations or mail the original item for deposit. You understand and agree even if we do not initially reject an item you deposit through the Service, we may ask you to provide the original item, because, among other reasons, the paying financial institution deems the electronic image

illegible. Our failure to reject such an item shall not limit your liability to us. You agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check. You further agree:

- a. All images processed for deposit through the Mobile Remote Deposit Service, Checks2US, will be treated as “deposits” under your Membership and Account Agreement. Your availability of funds may vary at USFCU’s sole discretion according to USFCU’s Funds Availability Policy;
- b. We are not liable for any fees, service, or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft fees to your account due to an item being returned;
- c. With respect to any item you transmit to us for mobile 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 your account, including any applicable fees. Please refer to the current Fee Schedule;
- d. To grant USFCU a security interest in your Accounts or other deposits, and in all funds in such Accounts or other deposits, to secure your obligations to USFCU under this Agreement. This security interest will survive termination of this Agreement; and
- e. When using the Service, you understand check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event you are unable to promptly complete your deposit, you agree to ensure your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the Service.

DEPOSIT LIMITS—We reserve the right to impose limits on the amount(s) and/or number of deposits you transmit using the Service and to modify such limits from time to time.

RETENTION AND DISPOSAL OF TRANSMITTED ITEMS—Upon transmission of your imaged item(s), you agree to prominently mark the item(s) “Electronically Presented” or “Deposited via Mobile” and the date to ensure it is not re-presented for payment or deposit again.

- You agree to securely store each original check you deposit using the Service for a period of at least sixty (60) days after transmission to us. After sixty (60) days from date of transmission of the original check, you will destroy the original check. After destruction of an original check, the image will be the sole evidence of the original check.
- You understand and agree you are responsible for any loss caused by your failure to secure the original checks.
- You agree never to re-present the check for deposit.
- If an unresolved issue arises prior to the required destruction of a check, you will promptly (within 5 business days) provide any retained check, or a sufficient copy of the front and back of the check to USFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.
- You hereby indemnify USFCU, and hold USFCU harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original items by you.

IN CASE OF ERRORS—Any deposits made through the Service will be reflected on your monthly periodic statement. You understand and agree you are required to notify us of any suspected error relating to images transmitted using the Checks2US Service by no later than sixty (60) days after you receive the

monthly periodic statement that includes any transaction you claim is erroneous. You are responsible for any errors you fail to bring to our attention within such time period. You can contact us by calling toll free (888) 202-1212 or locally (423) 989-2100 or emailing us at Checks2USsupport@usfcu.org.

EMAIL ADDRESS—You agree to notify us immediately if you change your email address as this is the email address where you will receive notification(s) of receipt of mobile remote deposit items, if necessary. You can change your email address through @ccessUS or by visiting any of our branch locations.

DISCLAIMER OF WARRANTIES—YOU UNDERSTAND AND AGREE THE SERVICE IS PROVIDED AS-IS EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE PHONE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS: AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES.

LIMITATIONS OF LIABILITY—You are solely responsible for the selection, installation, maintenance, and operation of your mobile phone and software. United Southeast Federal Credit Union expressly disclaims any and all liability as it relates to the improper use of your electronic device and the transmission of data. We will not be liable in the following instances:

1. If, through no fault of ours, there is not adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
2. Any errors or failures due to any malfunction of your electronic device or software, or unsuitability of your electronic device or software, or any virus, or any problems that may be associated with the use of any Internet service.

3. If you used the wrong access code or you have not properly followed any applicable device, internet access, or our user instructions for making transactions.
4. If the circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown, your internet service provider) prevents the transaction, despite reasonable precautions we have taken,
5. Your account is frozen, or if access to your account is blocked because of a delinquent loan or is subject to legal process or other claim.
6. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately and confirm notification in writing.
7. If we have received incomplete or inaccurate information from you involving your account.
8. If we have a reasonable basis for believing that unauthorized use of your access credentials or account has occurred or if you default under this Agreement, the Membership and Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess to your actual loss due to our failure to complete a deposit, and we will not be liable for any incidental or consequential damages.

ACCOUNTHOLDER'S WARRANTIES—You make the following warranties and representations with respect to your use of the Service and each image of an original check you transmit to us using the Service:

- 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;
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate;
- Each check you submit to us for deposit will not be resubmitted in any format to us, to any other person, or other financial institution for payment, and will not cause the same drawer's account to be debited twice;
- Other than the digital image of an original check you remotely deposit through the Service, there are no other duplicate images of the original check;
- 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;
- You have not knowingly failed to communicate any material information to us;
- You will retain possession of each original check deposited using the Service for the required retention period and neither you nor any other party will submit the original check for payment;
- You will not use the Service and/or your accounts for any illegal activity or transactions;

Files and images transmitted to us will contain no viruses or any other disabling features which may have an adverse impact on our network, data, or related systems.

- In addition you agree 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.

INDEMNIFICATION—You agree to indemnify, defend and hold harmless United Southeast Federal Credit Union, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney’s fees) arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via United Southeast Federal Credit Union’s Mobile Access service; and/or (e) your infringement, or infringement by any other user of your account(s) at our website, of any intellectual property or other right of any person or entity.

TERMINATION OF THE SERVICE—You may, by written request, terminate the Service provided for in this Agreement. We may terminate your use of the Service at any time. In the event of termination of the Service, you will remain liable for all transactions performed on your account.