



CHRISTIAN FINANCIAL CREDIT UNION BUSINESS ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking and Mobile Banking Service (jointly referred to as the "Service") provided by Christian Financial Credit Union. In this Agreement, the words "you" and "yours" mean those who submit a request for access to the Service and any authorized users. The word "account(s)" means any one or more savings, checking, and loan accounts you have with Christian Financial Credit Union. In this Agreement the words "we" and "us" and "our" and "ours" and "Credit Union" and "CFCU" mean Christian Financial Credit Union. This Agreement also describes the rights and obligations of Christian Financial Credit Union.

This Agreement shall be an addendum to the existing Electronic Fund Disclosure and Agreement that you received upon opening your account with the Credit Union. Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain a copy of the current Electronic Fund Disclosure and Agreement.

These terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to the Account Agreement, and any other agreements and disclosures provided to you (the "Related Agreements"). You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control.

Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement, and any amendments. If you do not wish to be bound by these terms and conditions, you may not access or use the Service. For certain Online and Mobile Banking services, including but not limited to Mobile Deposit Capture, you may be required to agree to additional terms and conditions.

The terms of this Agreement apply to business members, except as specifically provided in this Agreement.

Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain the current Account Agreement and Fee Schedule.

E-Sign and Conducting Business Electronically ("E-Sign Consent"): This notice is to provide you with your rights under the Electronic Signatures and National Commerce Act ("E-Sign").

You are not required to agree to the terms and conditions of this E-Sign Consent. However, if you do not wish to be bound by the terms and conditions of the E-Sign Consent, you may not access or use any of the electronic banking services provided under this Agreement.

By accepting this Agreement, you understand that you will be conducting business with the Credit Union electronically, and you are consenting to receive, review, and retain communications and disclosures, periodic statements, notices, terms and conditions ("Communications"), related to the opening and ongoing maintenance of the account(s) you access electronically. The specific Communications will be provided electronically following your acceptance of this Agreement.

You have the right to receive a paper copy of the Communications sent electronically. To receive a paper copy, please call a CFCU representative at 586.772.6330, visit our website www.christianfinancialcu.org, or visit any of our branch locations. Your request must be made within a reasonable time of the electronic delivery of the Communication. If you request any initial documents electronically or in paper form, there will not be a fee. With the exception of documents such as copies of checks or other items, copies of disclosures and other notices will be mailed at no charge (see Fee Schedule).



The Communications you may receive electronically include, but are not limited to the following:

- Periodic Statements (“eStatements”)
- Membership Agreement and Disclosures
- Privacy Policy Notice
- Notification of any changes in the terms of your account(s)
- Notification of any changes in the terms of any agreements you have with the Credit Union, including this Agreement, the Electronic Fund Transfer Agreement and Disclosure, or other account or services agreement
- Maturity / Expiration Notices
- Notices under the Electronic Fund Transfer or Truth in Lending Acts related to dispute or error resolution
- Regulatory disclosures
- Other notices we are required to provide

The types of Communications available electronically are subject to change, and if additional Communications become available in an electronic format, you agree to receive those Communications electronically. Your consent remains in effect until you give us notice that you are withdrawing it in accordance with this E-Sign Consent. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of the Communications disclosed herein, unless specifically requested. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

You understand the Credit Union will communicate with you at the email address you provide. You agree to provide and maintain a valid, active email address with the Credit Union at which you can receive and view emails. You understand the Credit Union is not liable for any third-party fees, other legal liability or any other issues or liabilities arising from Communications being sent to an invalid or inactive email address that you have provided. Once provided, you can update your email address in the ‘My Settings’ area within the Service or by visiting any CFCU branch location.

Each account owner may provide an email address for the account in connection with each owner’s consent to receive electronic Communications. Only one account owner’s authorization is required to enroll in electronic delivery. For purposes of electronic notification for paperless statements and other Communications on a multiple owner Account, you agree that electronic notifications delivered to the email address of the Account owner who chooses electronic delivery will constitute delivery to all Account owners.

By accepting this E-Sign Consent you are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your accounts or services.

By using the Service to electronically receive, review, and retain a document sent using the Service, you confirm that you have the required hardware and software to use the Service, and can view, download, and retain such documents. In addition, you affirm that you can access, read, electronically save, and retain this Consent.

Withdrawal of Electronic Acceptance of Disclosure and Notices: You understand that you may withdraw your consent to receive Electronic Communications by contacting the Credit Union by one of the following methods:

- By calling 586.772.6330
- By visiting any CFCU branch location

You understand that the withdrawal of your consent to receive any future Communications electronically will mean that you may no longer access or use any of the banking services provided under this Agreement.



System Requirements: You are responsible for obtaining, installing, maintaining, and operating all hardware, software, and internet service necessary to access the Service. CFCU is not responsible for any errors, failures, or losses resulting from the malfunction of your hardware, software, or internet access. CFCU is also not responsible for any virus or related problems that may be associated with the use of an online system. As browsers are updated, older versions may not function effectively for the Service. It is your responsibility to upgrade your browser to meet the stated system specifications to ensure that you can continue to access the Service. You should also understand that the stated system specifications may be amended from time to time and use of a current browser with vendor recommended security patches is considered a best practice.

To receive and retain electronic Communications from CFCU, you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- A connection to the Internet
- A current version (supported by its publisher) of an Internet web browser such as Chrome, Firefox, Safari, and Edge which we support
- A current version of an iOS or Android operating system
- Cookies and Javascript enabled
- Minimum screen resolution for responsive content (320 pixels wide)
- Minimum screen resolution for non-responsive content (1024 x 768 pixels)
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®(available for downloading at <http://get.adobe.com/reader>)

You understand Communications will be available on our website. All Communications will be delivered as a printable web page or in Portable Document Format ("PDF").

Fees: Please refer to our Fee Schedule for a complete list of fees associated with the Service. From time to time, the fees may be changed. We will notify you of any changes as required by law.

Access to the Service and Eligibility: Once you have accepted this Agreement, CFCU will provide instructions on how to use the Service. You will gain access through the use of your internet-enabled device, your internet service provider, your User ID, and your Password. You may access your online accounts 24 hours a day, 7 days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software. In order to use the Service, you must have an account in good standing. You are responsible for the installation, maintenance, and operation of your Internet-enabled device. CFCU will not be responsible for any errors or failures involving any telephone or other Internet service and/or your Internet-enabled device. CFCU reserves the right to deny access to your accounts within the Service and deny transactions under certain circumstances.

Use of SMS Messaging: Users of the Service may receive SMS messages relating to account verification. To verify your account, the Credit Union will send you an SMS message with a verification code that you will need to confirm your identification. **You should not share this verification code with any person or entity. Credit Union representatives will never ask you to provide them with this verification code.**

Use and Security of your Login Credentials: Your User ID and Password ("Login Credentials") are required to access the Service. You accept total responsibility for keeping your Login Credentials secure and confidential and agree to follow all provisions of this Agreement related to security.

You agree not to disclose or otherwise make your Login Credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to use your Login Credentials, you understand that



person may use the Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your Login Credentials and you agree that the use of your Login Credentials will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your Login Credentials, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Login Credentials. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Login Credentials are changed. If you fail to maintain or change the security of your Login Credentials and the Credit Union suffers a loss, we may terminate your access to the Service immediately.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give or make your account information or Login Credentials available to any person(s) not authorized to access to your account,
- Do not allow multiple users access to your internet-enabled device via Touch ID,
- Do not leave your Internet-enabled devices unattended while you are in the Service,
- Never leave your account information within the view of others, and
- Do not send privileged account information (account number, User ID, Password, etc.) in any public or general e-mail system

To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal and state laws. These measures may include Secure Socket Layer (SSL), Transport Layer Security (TLS), or a similar encryption standard technology. SSL is a security protocol for data transfer on the internet. This technology scrambles your account information as it moves between your internet-enabled device's browser and CFCU's computer system. This secure session helps protect the safety and confidentiality of your information when you bank with us online. We also limit access to your personal information to those who need it to do their jobs. The use of such technology does not however guarantee information transmitted cannot be accessed by unauthorized third parties and you acknowledge that the Internet is inherently insecure. Except as otherwise required by law, you understand and agree that the Credit Union will not be liable for a breach of security in connection with the Service.

If you believe your Login Credentials have been compromised, or if you suspect any fraudulent activity on your account, you must notify CFCU immediately at 586.772.6330 during normal business hours. You can update your User ID and/or Password within the Service under 'My Settings – Login & Security'.

Biometric Login for Mobile Banking: Biometric Login is an optional sign-in method for Mobile Banking which uses fingerprint or facial recognition technology that is currently available for most Apple® and Android® devices that have such technology enabled. To use Biometric Login, you will need to save your biometric credentials by adjusting the settings on your device to complete the setup (for more help contact Apple support at apple.com/support or the manufacturer of your Android device). Biometrics are stored on your device only and the Credit Union never sees or stores your biometric information. You acknowledge that by enabling Biometric Login, you will allow anyone who has a biometric stored on your device access to your personal and payment account information within Christian Financial Credit Union Mobile Banking. Christian Financial Credit Union reserves the right to suspend or disable this feature at any time. Biometric Login can only be associated with one username at a time on a device. In order to use a different username on the same device, the user must log in, disable biometric in the app, then re-enable while in the banking session for the username that the user wants biometric to be enabled for. If your device doesn't recognize your biometric, you can sign in using your password. To use Biometric Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Biometric Login by accessing the 'Settings Menu' in Mobile Banking.

Services Available within the Service: At the present time, you may use the Service to:



- Check account balances and review transaction history for your savings, checking, certificate of deposit, and loan accounts,
- Transfer available funds from a savings or checking account or make a payment on a loan,
- Pay bills to eligible payees with the Bill Payment Service (a separate enrollment is required to utilize this service),
- View a copy of the front and back of any check that cleared through the account history,
- Access your account statements,
- Download account history to your internet-enabled device or financial software,
- Reorder checks,
- Place stop payments on checks,
- Access your credit card, investments, or mortgage,
- Update insurance information on your collateralized loan,
- Deposit checks remotely using your mobile device camera (a separate enrollment and disclosure acceptance is required to utilize this service),
- Receive personalized Push Notifications while utilizing the iOS Mobile Application,
- Manage additional users who are authorized to access your business accounts,
- Originate ACH Payments (a separate enrollment and disclosure acceptance is required to utilize this service once eligibility requirements are met),
- Schedule reoccurring transfers,
- Schedule eAlert notifications, and
- File a debit dispute.

New services may be introduced for Online and Mobile Banking from time to time. CFCU will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Transactions involving your savings and checking accounts will be subject to the terms of your Account Agreement and Truth in Savings Disclosures. Transactions involving your loan accounts will be subject to your Loan Agreement and Disclosures.

Service Limitations and Requirements: The following limitations and requirements related to online transactions may apply:

- Transaction Authorization - You authorize us to debit your account for any transactions processed through the Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- Transfers - You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
- Account Information - The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy.
- Contacting Us - If you send CFCU a message, CFCU will be deemed to have received it on the following business day. You should not rely on messages if you need to report an unauthorized



transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. Please note that the message form is not encrypted. Please do not send any personally identifiable information via this form (i.e. social security number, member number, etc.).

Important Notice Regarding Linked Accounts: All accounts with the Credit Union that you enroll in the Service will be linked by the tax identification numbers of the persons or entities authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

Any authorized signer of your business account(s) is authorized on such terms and conditions and other disclosures that apply to your account to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether available now or in the future;
- use any Online Banking Service in any manner and for any purpose available through the Service, whether available now or in the future.

Secondary Administrator Authorization and Access: By granting access to the Online Banking Service to a secondary administrator, you understand that any transaction(s) conducted by the designated person is considered an authorized transaction for which you remain fully responsible. The secondary administrator will be authorized to access all of the accounts that the primary administrator will be able to access. Any additional services and/or accounts added in the future would also be available to the secondary administrator.

You may withdraw your consent for secondary administrator access by contacting the Credit Union using one of the following methods:

- *Contact our Business Development Department at businessdevelopment@cfcumail.org or our Members Solutions Center at 586.772.6330.*

If you notify us that the designated person is no longer authorized, CFCU will be deemed to have received your request on the following business day. You will receive confirmation that the access has been removed once the signed maintenance form has been processed and your request has been completed. You understand that any transaction(s) conducted by the designated person is considered an authorized transaction for which you will remain fully responsible until you receive notification that the access has been revoked.

Your Representations and Warranties: You represent and agree to the following by enrolling in and/or using the Service:

- i. Account Ownership/Accurate Information. You represent that you are the legal owner or Authorized Representative of the Accounts and other financial information which may be accessed via Online Banking and Mobile Banking. You represent and agree that all information you provide to us in connection with Online Banking and Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Online Banking and Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of any PC and/or Mobile Device you will use to access Online Banking and Mobile Banking.



- ii. User Security - You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Service. You agree not to leave Internet-connected device unattended while logged into the Service, and to log off immediately at the completion of each access by you. You agree not to provide your Login Credentials to any unauthorized person. You agree not to use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of Service is available for use in locations outside of the United States. Accessing the Service from locations outside of the United States is at your own risk.
- iii. User Conduct - You agree not to use the Service, or the content or information delivered through the Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.
- iv. No Commercial Use or Re-Sale - You agree that Online Banking and Mobile Banking are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the Service, or resell, lease, rent or distribute access to the Service.

Unlawful Activity: You may not use the Service for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of the Service are legal in the jurisdiction where you live and/or where the transaction occurred. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

eAlerts: The eAlerts are a tool for managing accounts. eAlerts can be established through the Service to provide account information such as: balance updates, transaction activity including low and high balance thresholds, large deposit or withdrawal thresholds, checks cleared, and reminders such as loan payment due and certificate maturity. However, do not rely solely on eAlerts for account information. Although the Credit Union makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. The eAlerts are designed to give you timely notice of specific events, it may not always provide immediate notice. Balances shown on eAlerts may not reflect actual available balances. The Credit Union recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. The Credit Union does not guarantee the delivery of any account alert.

Your use of eAlerts is at your own risk. Under no circumstances shall CFCU be liable for any type of damage including fees resulting in any way from your use or reliance upon the eAlerts Service or the contents of specific eAlerts. We assume no responsibility for the timeliness, accuracy, reliability, deletion, miss-delivery or completeness of any eAlerts we may send you. You agree that we will not be liable for any delays in the



content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us by phone directly or by accessing online banking.

Location Based Information: Mobile Banking collects location data to enable push notifications even when the application is closed or not in use. It is also used to support promotional offers from the Credit Union. If you use any location-based feature of Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information, you must cease using location-based features of Mobile Banking via your device's settings.

Privacy: While using the Service, the Credit Union may obtain and collect non-public personal information about you. Such information may be obtained through information you provide on applications for services, via emails, or in response to surveys we may present to you. The collection of this information is for the sole and exclusive purpose of tailoring the product and service offerings of the Service to your particular interests. Under no circumstances will such information ever be disclosed to any non-affiliated third party for any purpose, except as may otherwise be authorized or required by law. Please refer to the CFCU Privacy Policy for further information regarding our privacy procedures.

Statements: Transfers and withdrawals made through the Service will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Bill Payment Service: When you apply for the Bill Payment Service offered through CheckFree Services Corporation ("Bill Pay"), your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s), we may issue offsetting debits and credits to the Payment Account(s) and require confirmation of such from you. Through your enrollment in Bill Pay, you agree that we reserve the right to request a review of your credit rating through an authorized credit bureau. In addition, you agree that we may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

A. Bill Payment Service Definitions:

- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments and service fees will be debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

B. Bill Payment Scheduling: The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select



a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

- C. Bill Pay Service Guarantee: Due to circumstances beyond the control of the Bill Payment Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Payment Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.
- D. Bill Payment Authorization and Payment Remittance: You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Payment Service to credit your Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Payment Service will use its best efforts to make all your payments properly. However, the Bill Payment Service shall incur no liability and any Service Guarantee under Section C shall be void if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Bill Payment Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- ii. The payment processing center is not working properly and you know or have been advised by the Credit Union or the Bill Payment Service about the malfunction before you execute the transaction;
- iii. You have not provided the Bill Payment Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- iv. Circumstances beyond control of the Credit Union or the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union and the Bill Payment Service have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- E. Bill Payment Methods: The Bill Payment Service reserves the right to select the method in which



to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

- F. Bill Payment Cancellation Requests: You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
- G. Bill Payment Stop Requests: The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact CFCU by phone or visit a branch location during normal business hours. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- H. Prohibited Bill Payments: Payments to Billers outside of the United States or its territories are prohibited through the Service.
- I. Exception Bill Payments: Tax payments and court ordered payments may be scheduled through the Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union or the Bill Payment Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Bill Payment Service. The Credit Union and the Bill Payment Service have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted, or misdirected payments will be the sole responsibility of you and not of the Credit Union or the Bill Payment Service.
- J. Bill Delivery and Presentment: This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:
 - i. Information provided to the Biller - The Credit Union or the Bill Payment Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Biller services and/or bill information.
 - ii. Activation - Upon activation of the electronic bill feature the Bill Payment Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller



reserves the right to accept or deny your request to receive electronic bills.

- iii. Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- iv. Notification - The Bill Payment Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Payment Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- v. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Payment Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Payment Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- vi. Non-Delivery of electronic bill(s) - You agree to hold the Credit Union and the Bill Payment Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- vii. Accuracy and dispute of electronic bill - The Bill Payment Service is not responsible for the accuracy of your electronic bill(s). The Bill Payment Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

- K. Failed or Returned Bill Payment Transactions: In using the Bill Pay Service, you are requesting the Credit Union or our Service Provider to attempt to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Credit Union or our Service Provider. In each such case, you agree that:
 - i. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
 - ii. For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
 - iii. You will be assessed a fee by the Service Provider if the transaction is returned because you have insufficient funds in your Payment Account to cover the requested payment. You hereby authorize the Service Provider to deduct this amount from your designated Payment Account by ACH debit. In addition, you may be assessed a fee by the Credit



- Union as a result of the return that is separate from and in addition to any fee assessed by the Service Provider;
- iv. You will reimburse the Service Provider for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
 - v. The Credit Union or Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
- L. **Bill Payment Contact Information:** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting us at 586.772.6330 during normal business hours or by utilizing the 'Update Your Info' option within the Online Banking Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files.
- M. **Biller Limitation:** The Bill Payment Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- N. **Returned Bill Payments:** In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account. You may receive notification from the Credit Union or Service Provider.

Amending and Terminating This Agreement: This Agreement will remain in effect until it is amended or terminated. The Credit Union has the right to terminate this Agreement for any reason, including inactivity, at any time. We may send you notice of any termination, but we are not required to do so unless applicable law requires us to provide such notice. Once we terminate this Agreement, no further or pending transfers will be made, including, but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. The Credit Union also has the right to make changes to this Agreement at any time. We will send you notice of any changes where required to do so under applicable law. Any use of the Service after we send you a notice of change shall constitute your acceptance of such changes.

You may terminate this Agreement at any time by notifying us in writing. Any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your written notice, no further or pending transfers will be made, including, but not limited to, transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to amend or alter this Agreement without our express consent. Any attempt to do so will be void and unenforceable.

Indemnification: You agree to defend, indemnify, and hold harmless the Credit Union, its licensors and service providers, and their respective officers, directors, employees, contractors, agents, suppliers and/or resellers from and against any liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the Service.

Third Party Websites: The Service may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any



representations with respect to Third-Party Websites, and the inclusion of any link in the Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third-Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Warranty Disclaimer: YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. THE CREDIT UNION DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, TO YOU REGARDING QUICKEN PRODUCTS (QUICKBOOKS OR QUICKEN) OR ANY OTHER SOFTWARE PROGRAMS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Damages: EXCEPT WHERE OTHERWISE REQUIRED BY LAW, NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS AND LICENSORS, NOR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR WARRANTY, CAUSED BY THE CREDIT UNION, THE SERVICE OR THE USE THEREOF, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY PRODUCTS OR SERVICES SUBJECT TO THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS AND LICENSORS, SHALL BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR AN AMOUNT EQUAL TO AMOUNTS PAID BY YOU FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACTION OR INACTION GIVING RISE TO YOUR CLAIM, WHICHEVER IS LESS.

Enforcement: Except as otherwise required by law, you are liable to us for any losses, costs, or expenses we incur resulting from your use of the Service and/or your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If you are in breach of this Agreement or any service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your access to the Service. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

Related Agreements: In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of the Related Agreements, and with all applicable laws and regulations. Please refer to the Related Agreements for additional terms and conditions and other disclosures that apply to your account.



No Waiver: We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Successors and Assigns: This Agreement shall be binding upon the successors and/or assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

Section Headings: Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

Entire Agreement: This Agreement together with the Related Agreements, constitutes the entire Agreement between you and the Credit Union and supersedes all other proposals either oral or written between you and the Credit Union on this subject.

Arbitration: This Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

CHRISTIAN FINANCIAL CREDIT UNION MOBILE CHECK CAPTURE DEPOSIT SERVICE AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Mobile Check Capture Deposit Service ("Service") provided by Christian Financial Credit Union. In this Agreement, the words "you" and "yours" mean those who submit a request for access to the Service. In this Agreement the words "we" and "us" and "our" and "ours" and "Credit Union" and "CFCU" mean Christian Financial Credit Union. This Agreement also describes the rights and obligations of Christian Financial Credit Union.

These terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to the Account Agreement and the Electronic Service Agreement, and any other agreements and disclosures provided to you (the "Related Agreements"). You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control.

Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement, and any amendments. If you do not wish to be bound by these terms and conditions, you may not access or use the Service.

The terms of this Agreement apply to consumer and business members, except as specifically provided in this Agreement.

Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain the current Account Agreement and Fee Schedule.

About the Service: The Mobile Check Capture Deposit Service is designed to allow you to make deposits of checks ("original checks") to your accounts in the Mobile Banking Application by taking



pictures of original checks and delivering the digital images and associated deposit information to us or our designated processor with your mobile device.

The features of this Service are subject to change from time to time. We reserve the right, in our sole discretion, to add or eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change and will apply only to your future use of the Service. By using these features when they become available, you agree to be bound by the rules that will be made available to you concerning these features.

Fees: Please refer to our Fee Schedule for a complete list of fees associated with the Service. From time to time, the fees may be changed. We will notify you of any changes as required by law.

Limitations of the 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 that you may incur. You may access the Service 24 hours a day, 7 days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software.

This Service has qualification requirements, and we reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

In the event the Service is not available to you, you acknowledge that you can deposit your check at any CFCU ATM or branch location, at a Co-Op Shared Branch location, or by mail.

Eligible Accounts: You may use the Service to deposit into any Credit Union checking account, money market, and/or savings accounts. Retirement and certificate accounts are not eligible. Your accounts must be in good standing, and you must be the owner, joint owner, primary or secondary administrator, or sub user of record of the account into which you attempt to make a deposit. We reserve the right to restrict access to your accounts at any time without prior notice. You may not use the Service to deliver a check to us to make a payment on your credit card account or any other loan account you have with us.

Deposit Limits: We have established limits on the dollar amount and number of items that you may transmit using the Service and may modify those limits from time to time. You can view your limits within the Service. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Ineligible Items: You agree to scan and deposit only checks as defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that you will not image and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks made payable to any person other than you.
- Checks made payable to persons or entities other than you or your business on business accounts .
- Checks that have been altered in any way, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC. Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons.
- Savings Bonds.



- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that are postdated for after the date of deposit.
- Checks or items prohibited by Christian Financial Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your credit union account. Please contact us for current information concerning which items fall within this category.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution or that have otherwise been deposited with Christian Financial Credit Union or any other financial institution, including checks that have been returned unpaid.

Endorsements and Procedures: You agree to endorse each check transmitted through the Service with your signature and/or business name, "For CFCU Mobile Deposit Only", and your account number underneath your signature. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility, and we will have no responsibility for any such delay or processing error.

A check payable to two payees must be endorsed by both payees. If the check is payable to you *or* your joint owner, either of you can endorse it. If the check is made payable to you *and* your joint owner, both of you must endorse the check.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

You also agree to follow all other procedures and instructions for use of the Service as Christian Financial Credit Union may establish from time to time.

Receipt of Deposited Items: All images processed for deposit will be treated as deposits under the current Account Agreement with us and will be subject to all terms of the Agreement. When we receive an image, we will confirm receipt within the Service. This confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We are not responsible for items we do not receive, such as an image that is dropped during transmission.

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We reserve the right to charge back to your account at any time any item that we subsequently determine was an ineligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds: You understand and agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC or our Funds Availability Policy as it applies to



items you deposit in person. Our general policy is to make the funds deposited available on the second business day after the deposit is received. If the item deposited is \$225 or less, funds will be made available immediately after the deposit is received. If the item deposited is greater than \$225 but less than \$5,525, funds will be available on the second business day after the deposit is received. If the item deposited is \$5,525 or more, funds will be made available on the seventh business day after the deposit is received.

Items received before 3:00PM EST will be posted the same business day. Items received after 3:00PM EST will be posted the following business day. Christian Financial Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant. For the purposes of this Agreement, a business day is Monday through Friday, excluding all holidays observed by the Federal Reserve System and days with limited business hours such as Christmas Eve and New Year's Eve.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur, a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time, such as until the item is either paid or returned. In such cases, we will notify you of this action.

Security: You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.

Disposal of Transmitted Items: You agree to retain the original copy of each check that you transmit through this Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Christian Financial Credit Union upon request and agree that we may retain it or present it through the banking system for payment (if not previously paid) if we so desire. We will give you a receipt for any check we choose not to return to you.

Presentment: The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Christian Financial Credit Union's sole discretion, subject to the Account Agreement governing your account in which the item is deposited.

Presenting Checks More than Once: Once you have used the Service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of the original check again for deposit through the Service or by any other means. If you or anyone presents a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend, and hold Christian Financial Credit Union harmless from and against all liability and damages that may result from any claims, suits, or demands from third parties with respect to such check or substitute check. You agree that we may debit your Christian Financial Credit Union account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other accounts with Christian Financial Credit Union in our sole discretion.

Returned Check Deposits: Any credit to your account for checks deposited using the Service is provisional and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check. If original checks deposited through the Service are



dishonored, rejected, or otherwise returned unpaid by the drawee financial institution, or are rejected or returned by a clearing agent or collecting financial institution, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our prior written approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Representations and Warranties: You make the following warranties and representations with respect to each image you transmit using the Service:

- You will not transmit any ineligible items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Christian Financial Credit Union is a true and accurate image of the front and back of the original paper check, has not been altered in any manner by you or any third party acting on your behalf, and the drawer of the check has no defense against payment of the check.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will not transmit any files or images to us that contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- You will comply with all federal and state laws, and rules and regulations applicable to Mobile Check Deposit transactions, including those of the National Automated Clearing House for ACH transactions.
- All information you provide to Christian Financial Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations in using this Service.

In the event you breach any of these representations or warranties, you agree to defend, indemnify, and hold harmless the Credit Union, its licensors and service providers, and their respective officers, directors, employees, contractors, agents, suppliers and/or resellers from and against any liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the Service and with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim, or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.



Your Responsibility: You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title, and interests in and to the Services, Software, and Development made available to you.

You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the Service. You assume exclusive responsibility for the consequences of any instructions given to the Credit Union, for your failure to access the Service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

Cooperation with Investigations: You agree to cooperate with us in the investigation of unusual transactions or poor-quality transmissions, and in the resolution of claims related to items transmitted through the Service, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Compliance with Law: You will use the Service for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

Amending and Terminating This Agreement: This Agreement will remain in effect until it is amended or terminated. The Credit Union has the right to terminate this Agreement for any reason at any time. We may send you notice of any termination, but we are not required to do so unless applicable law requires us to provide such notice. Once we terminate this Agreement, no further deposits can be made. The Credit Union also has the right to make changes to this Agreement at any time. We will send you notice of any changes where required to do so under applicable law. Any use of the Service after we send you a notice of change shall constitute your acceptance of such changes.

You may terminate this Agreement at any time by notifying us in writing. Any instructions from you to make deposits will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your written notice, no further deposits can be made. You are not permitted to amend or alter this Agreement without our express consent. Any attempt to do so will be void and unenforceable.

Warranty Disclaimer: YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS



RELATING TO THE FOREGOING.

Limitation of Damages: EXCEPT WHERE OTHERWISE REQUIRED BY LAW, NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS AND LICENSORS, NOR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR WARRANTY, CAUSED BY THE CREDIT UNION, THE SERVICE OR THE USE THEREOF, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY PRODUCTS OR SERVICES SUBJECT TO THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS AND LICENSORS, SHALL BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR AN AMOUNT EQUAL TO AMOUNTS PAID BY YOU FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACTION OR INACTION GIVING RISE TO YOUR CLAIM, WHICHEVER IS LESS.

Related Agreements: In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of the Related Agreements, and with all applicable laws and regulations. Please refer to the Related Agreements for additional terms and conditions and other disclosures that apply to your account.

Section Headings: Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

Entire Agreement: This Agreement together with the Related Agreements, constitutes the entire Agreement between you and the Credit Union and supersedes all other proposals either oral or written between you and the Credit Union on this subject.

Arbitration: This Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.