

**First Citizens' Federal Credit Union**  
**Online Banking Agreement & Electronic Funds Transfer Disclosure**  
**Effective May 1, 2023**

This Online Banking Agreement & Electronic Funds Transfer Disclosure (“Agreement”) governs the use of First Citizens' Federal Credit Union's Online Banking services, including Mobile Banking, mobile deposit services, electronic funds transfers, bill payment and remote deposit capture all as described in this Agreement (each a “Service” and together the “Services”), and contains the disclosures required by the Electronic Fund Transfer Act. This Agreement is between each person who owns an eligible First Citizens' Federal Credit Union Account, or authorized representative appointed or entitled to access such an Account on the owner's behalf (“you” or “your”), and First Citizens' Federal Credit Union (“we”, “us”, “our”, and the “Credit Union”). “Account” or “Accounts” refer to your eligible First Citizens' Federal Credit Union deposit or loan Accounts that can be accessed through the Services.

This Agreement describes your rights and obligations as a user of the Services. It also describes the rights and obligations of the Credit Union. Please read this Agreement carefully. You must abide by the terms and conditions of this Agreement in order to use the Services. The terms and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any Account maintained by you at the Credit Union. This Agreement does not replace, but supplements, any and all other agreements you have with the Credit Union for other services provided to you by the Credit Union. In the event of a conflict between this Agreement and any agreement governing an Account, this Agreement shall control. In the event of a conflict between this Agreement and any agreement governing another service provided by the Credit Union to you, this Agreement shall control.

**ACCEPTING THIS AGREEMENT AND CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button and by continuing to use any Service, you agree to be bound by the terms and conditions of this Agreement. You are (1) acknowledging your receipt of the information listed below, (2) agreeing that you have been able to read this Member Disclosure and Consent using your computer and software, (3) acknowledging that you have successfully printed or downloaded a copy of this Agreement, (4) acknowledging that you are able to send and receive e-mail, (5) agreeing that any contract you enter into with the Credit Union for the provision of certain Services may be in electronic form, and (6) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form. The Credit Union reserves all rights not expressly granted to you in this

Agreement. You will have the opportunity to print or save information delivered to you electronically and keep it for your records, and you acknowledge that you are able to do so. If you have any trouble with printing or saving, you may call a member service representative and request paper copies at 800-642-7515 .

If you wish to withdraw your consent to communicate with us electronically, you may do so at any time by contacting a member service representative at 800-642-7515. If you do not give consent, or withdraw consent to communicate with us electronically, you will not be allowed to access the Services.

Before you access any Service you must have the following equipment and software installed on your computer or other electronic device capable of accessing the internet:

- Current secure browser, such as IE 8 (Internet Explorer), Netscape Navigator, or the latest version of Firefox, Chrome, Safari, or other browser program that supports Secure Sockets Layer Protocol.
- Patched operating systems.
- Current and up-to-date anti-virus program.
- An activated operating system software firewall.

## **TERMS APPLICABLE ONLY TO CONSUMERS OR TO BUSINESS CUSTOMERS**

If your Account was established primarily for personal, family, or household purposes, you are a “Consumer Customer.” “Business Customer” means any owner of an Account that is not a Consumer Customer, including any authorized representative appointed or entitled to access such an Account on the owner’s behalf.

Certain terms and conditions set forth below may apply only to Consumer Customers or only to Business Customers. Except as specifically provided below, each of the terms and conditions of this Agreement applies to both Consumer Customers and to Business Customers.

## **ELECTRONIC STATEMENTS**

### **e-Statements**

You may request to receive your non-retirement checking, savings, money market, Account statement or a Mortgage, Home Equity or Consumer Loan Bill electronically. If you choose the e-Document Delivery Service, a paper copy of the statement or Loan Bill will no longer be provided. To request an electronic statement/bill, you must a) enroll your Account by clicking on the E-Documents link in Online Banking; b)

select "Online Only" Statement Delivery Option; and c) read and agree to the eDocument User Agreement. Upon enrollment, you will be able to view your enrolled Account statement(s) online. For new deposit Accounts, you will be able to view a statement online after the first Account statement is produced.

### **Combined Statements**

If you have a combined Account statement enrolled for electronic statements and the primary Account closes any time after enrollment, you will need to a) establish a new combined statement for the remaining Accounts and request Online Only Statement Delivery Option for the new primary Account; or b) request Online Only Statement Delivery Option for the remaining individual Accounts.

### **Closed Accounts**

To obtain copies of statements on your closed Accounts, you may contact Member Services at **800-642-7515**.

### **Joint Accounts**

If you are a Consumer Customer and one of the Account owners requests an electronic statement for a joint Account(s), the other Account owner must also enroll for electronic statements to be able to view the Account statement online.

### **Canceling e-delivery**

To cancel the electronic statement/bill you must contact Member services at **800-642-7515** and request to be removed from e-Document Delivery Service. This will then generate a paper statement bill/ going forward.

By selecting the "I Accept" button and by continuing to use any Service, you agree to receive all disclosures, notices, and other communications about the Services electronically. In addition, you can elect to receive statements, loan bills, disclosures, and other notices for specific Accounts electronically. Statements, loan bills, disclosures, notices, and other communications (collectively referred to in this section as "Disclosures") that you have agreed to receive electronically may be sent by email or other electronic means or may be made available on our web site or in First Citizens' Federal Credit Union Online Banking.

Even if you have consented to receive your Disclosures electronically, you may request paper copies by:

1. Calling **1-800-642-7515** or by

2. Writing to:

**FIRST CITIZENS' FEDERAL CREDIT UNION**  
**ATTENTION: CONTACT CENTER**  
**200 MILL RD, SUITE 100**  
**FAIRHAVEN, MA 02719**

You are also acknowledging receipt of the following information and agree that:

- We may provide you with the Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into an agreement electronically that will govern all future transactions you conduct using the Service.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under the Consumer Financial Protection Bureau's Regulation E, 12 C.F.R. Part 1005 ("Regulation E"), and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.
- You have a right at any time to withdraw your consent to receive information electronically. You will have access to the Online Banking Services until terminated by us or by you. You agree that we may cancel the Online Banking Services, or may suspend your access to the Online Banking Services, and terminate this Agreement, at any time without notice and for any reason, including but not limited to your non-use of the Online Banking Services. The Credit Union and its third party vendors shall not be liable for any modification or discontinuance of the Online Banking Services. Termination shall not affect your liability under this Agreement for transactions commenced or accepted by us on your behalf prior to such termination.
- You are able to access information that is provided in the same manner as the information and the Services via the Internet.

## **ACCOUNT AND SYSTEM REQUIREMENTS**

To access your Accounts through the Services you must maintain an active First Citizens' Federal Credit Union deposit or loan Account, a User ID, and a Password. Your User ID (Login ID) must be between 8

and 26 characters and may contain numbers, letters, and special characters. Your Password is your confidential code for using the Services to access your Account(s). You will be liable for unauthorized transactions affecting any Account that are initiated using a valid User ID and Password to access a Service to the extent allowed by applicable federal and state law and this Agreement. Tell us AT ONCE at 800-642-7515 if you believe that any User ID, Password, or other access code you use for the Services has been lost or stolen or used without your permission. Your Password must be between 8 and 22 characters in length and must contain at least three of the following four criteria: one upper case letter, one lower case letter, one number, and one special character. You should make your Password as random as possible. You agree that your User ID and Password are for your sole use and are not to be shared with anyone else regardless of the Account status. You should not disclose your Password to any person at any time. You are allowed three attempts before getting locked out of Online Banking Services. In order to reset your Password, we will ask you to retrieve a one-time passcode sent via text message or voice call to a phone number you have previously determined to help us recognize you. If you don't have an updated phone number on record, you will need to contact the Credit Union. You must use a currently supported browser or mobile application to access the Services. If your electronic device is left idle for more than fifteen minutes, your access will be disconnected until you log on again.

## **PASSWORD AND USER ID SECURITY/BIOMETRIC IDENTIFICATION**

You must enter your Online Banking User ID and Password at the start of each Online Banking session. You agree to take reasonable precautions to safeguard the Password and keep your User ID and Password confidential in order to prevent unauthorized access to your Account(s). You agree not to reveal your Password to any unauthorized person. However, if you should provide your User ID and Password to another person(s) to make transactions on your behalf, both you and such person(s) are bound by the terms and conditions outlined in this Agreement. You agree to assume responsibility for all transactions up to the limits allowed by applicable law. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization. You should change your Password from time to time for security purposes. Every time you log on, we will ask for your User ID and Password. We can recognize you based on the computer you use to access Online Banking. If you log on from your own computer, we can mark it with a browser cookie that helps us recognize you every time you log on. If we do not recognize your computer, we will ask you to retrieve a one-time passcode sent via text message or voice call to a phone number you have previously determined to help us recognize you when you log on from a new computer. The Credit Union generally

does not provide multifactor authentication upon logging on to Online Banking, except as specifically described in this Agreement.

If at any time you have forgotten your Password, you may use the Forgotten Password System through the “Forgot your username or password?” link. This link is located on online banking login page. Click on the link and follow the on-screen instructions. This feature will enable our customers to retrieve their own lost or forgotten Passwords and User ID's without having to contact the Credit Union.

The Credit Union also provides an alternate method to access the Mobile Banking Application through biometric identification (Touch ID or touchscreen fingerprint). If you choose to utilize the Touch ID access method, we can accept and act upon identification communicated to us from that mobile device, and we can grant you access to your Account(s) without further action or responsibility on our part to confirm your identity. If you allow any other person(s) biometric identification to be associated with a mobile device that you have registered for your biometric identification (Touch ID or touchscreen fingerprint), then you are authorizing that person to access and transact in your Account through the Mobile Banking Application to the same extent as if you shared your User ID and Password with that person. You understand that setting up an enrolled fingerprint of an individual other than yourself allows access to your Account(s) whether they are authorized owners or signers on the Account(s). Enabling biometric identification (Touch ID or touchscreen fingerprint) on a mobile device that you share with another person is strongly discouraged.

### **Risk-Based Authentication**

In Risk-Based authentication, a second layer of authentication may, in our sole discretion, be required when you deviate from your established online behavior or when you perform the following transactions: bank to bank transfer, unlinked account transfers, Internal Transfers, Bill Payment, ACH Origination, Address Change, Email Address Change and Phone Number Change. If this occurs, you will be presented with the option to receive a verification code via phone or SMS (text message), which you must answer correctly. If you make a number of unsuccessful attempts, your access to your Account(s) may be blocked and you will need to contact us.

### **Business Customer Security Procedures**

The terms and conditions described in this Business Customer Security Procedures section apply only to Business Customers. If you are a Business Customer, you and the Credit Union shall comply with the additional terms and conditions described below (individually and collectively referred to as the "Security

Procedure") governing Your access to the Online Banking Services. You and the Credit Union will adhere to the following Security Procedure:

(a) The Account owner will provide us with a list of names of representatives the Account owner has authorized to conduct transactions via Online Banking on the Account owner's behalf and, on an ongoing basis, with the names of representatives to be deleted from or added to such list ("Authorized Representatives"). The Account owner, and not the Credit Union, will be responsible for adding and deleting Authorized Representatives from the Account owner's Online Banking profile, although we may, in our sole discretion, provide assistance to you with adding and deleting Authorized Representatives.

(b) The Credit Union shall provide to the person signing this Agreement on behalf of the Account owner, or such other duly representative of the Account owner, with an initial Password and User ID for each Authorized Representative. The Account owner or the Authorized Representatives will change each Authorized Representative's unique Password when logging on under each Authorized Representative's User ID and Password for the first time. Authorized Representatives will use their User IDs and Passwords to log on and to gain access to Online Banking to access and use the Services on the Account owner's behalf.

(c) The list of Authorized Representatives shall specify which types of Services each Authorized Representative is authorized to access. The Account owner may place per-transaction and per-day limitations on each Authorized Representative's authority to conduct transactions through the Services. Any such limitations must be provided by the Account owner to us with the name of the Authorized Representative.

(d) The Account owner acknowledges that safeguarding User ID's and Passwords is entirely within its control. The Account owner shall prevent any disclosure of the Security Procedure or applicable User ID's and Passwords except to Authorized Representatives who have a need-to-know the information to access Online Banking on behalf of the Account owner or its employees who administer or manage the Account owner's use of and access to the Services (a "need to know" basis). In the event a transaction order or instruction is delivered to us through the Services by any person using the Security Procedure, we shall be fully protected in acting in reliance on such order or instruction.

(e) The Account owner shall take all steps within its control to keep the Security Procedure confidential so as to prevent unauthorized transactions or access to the Services. The Account owner will notify us immediately if the security or confidentiality of the Security Procedure are breached or compromised in any way, and the Account owner shall take reasonable steps, such as, but not limited

to, changing Authorized Representatives' Passwords, to restore security, or cease using the Services if security cannot be restored for any reason.

(f) The Account owner agrees that the Security Procedure is commercially reasonable under the factual circumstances of the Account owner's business. The Account owner will notify us if, at any time, the Account owner becomes aware of facts which suggest that the Security Procedure no longer seems adequate.

(g) We have adopted the Security Procedure only for the purposes of verifying instructions and orders (or communications seeking to amend or cancel instructions or orders) as those of the Account owner or its Authorized Representatives and not for detecting errors in the content of the instructions or orders.

(h) The Account owner agrees to follow the Security Procedure in exact detail and in a pro-active manner. The Account owner will take all steps necessary so that the Security Procedure is likely to be successful under the circumstances of the Account owner's business and its day-to-day methods of transacting business.

Once you have access to a Service, you could be asked to verify your identity by receiving a security code via text message/voice call or through knowledge-based questions. You may be asked to do this when you deviate from your established online behavior. This could happen when you log on from a different location or when your log on pattern varies from your normal pattern. If you make a number of unsuccessful attempts, access to your Accounts through the Service may be blocked.

We may require additional security procedures for certain Services. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as personal reference questions and answers, random number generators, or one-time Passwords, to enhance the security of your Accounts and the Services. We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies," in order to utilize the Service. We may also acquire detailed information concerning the computers and handheld devices you use to access the Service, including telephone numbers and unique internal and network identifiers for your computers and handheld devices, in order to facilitate and enhance secure access to the Service.

You agree that we may place cookies and other identifiers on the computers and handheld devices you use to access the Service. Cookies help us confirm your identity and help us keep your transactions

secure when you do online banking. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Service and other websites, and optimizing the performance of our website and the Service.

### **Internet Security Tips**

- Don't use your full or partial Social Security number as a Personal Identification Number (PIN), User ID or Password.
- Make sure that your Password is 8 or more characters and combines letters, numerals and symbols. Don't use the same user ID and Password for your financial accounts as you do for other sites.
- Consider a screen lock on your mobile device. Many mobile phones offer this option, as well as other customizable security settings, that can help keep your phone and information secure.
- Don't use your mobile device to store sensitive personal information or bank account numbers. Our online and mobile banking features allow you to access your accounts and related details without exposing your account numbers.
- Never respond to urgent email claiming to be from a bank or any company that requests your account information or personal details.
- Limit the amount of personal information you provide on social networking sites. The more information you post, the easier it may be for a criminal to use that information to steal your identity, access your data or commit other crimes.
- Be cautious about messages you receive on social networking sites that contain links. Even links that look like they come from friends can sometimes be harmful or fraudulent – and in fact may be attempts to gain control of your computer or steal your personal information. If you're suspicious, don't click the link. Contact your friend or the business directly to verify the validity of the email.
- Keep your computer operating system and browser up to date with the latest software and security downloads. Often called patches or service packs, these should be installed as soon as possible.
- Don't open attachments or install free software from unknown sources; this may expose your computer and the information on it to unauthorized sources.
- Install a comprehensive firewall/antivirus/anti-spyware software package on your computer. These software suites help detect and remove viruses and spyware, which can steal your personal account information.

## **SUPPORTED BROWSERS FOR ONLINE BANKING**

For the Online Banking Service we recommend that you use one of the browsers below. Some areas of our site may require the use of Macromedia Flash or Adobe Acrobat Reader. Other browsers and operating systems may work effectively; however, we do not test against them and therefore your experience may vary. We regularly monitor and test browsers to ensure the highest security standards. We support the two most recent versions of the following browsers:

### **Windows**

Microsoft Edge

Firefox

Google Chrome

### **Macintosh**

Safari

Firefox

Google Chrome

You have the option to download a complete copy of this Agreement and certain Account information made available through the Online Banking Service in an Adobe Acrobat PDF file. To download and view your documents using the Adobe Acrobat PDF file, Adobe Acrobat Reader must be installed on your system.

If you do not have the required software and/or hardware, or if you do not wish to communicate with us electronically for any reason, you will not be able to use Online Banking.

The Credit Union may, at its option, deliver Electronic Information or other documents on paper if it chooses to do so. The Credit Union may also require that certain communications from you be sent to us on paper at a specified address.

## **ACCOUNT OWNERSHIP AND ACCESS**

You represent and warrant that you are a legal owner of the Account(s) that are accessible to you through use of the Online Banking Services, or that you are an authorized representative of the legal owner if the

legal owner is a Business Customer. By accessing the Accounts through use of the Online Banking Services, you represent that you are not violating the rights of any other person, nor is the consent of any third person required for you to obtain information or conduct transactions on the Account(s). You also represent that you are authorized to permit us or any third-party vendors of the Credit Union to use any information submitted by you to configure the Services to be compatible with the Account(s) and, as applicable, any electronic device used to access the Services.

## **ONLINE BANKING SERVICES AND INFORMATION**

### **Account Balance Information**

You may check the balance of your Account(s) using First Citizens' Federal Credit Union Online Banking Services. The Account balance shown will be current as of the time of your inquiry. The Account balance may include deposits still subject to verification by us and may not include deposits or loans in process, outstanding checks or payments, or other withdrawals, payments, credits, charges or debits.

### **Internal Fund Transfers**

You may transfer funds between certain Accounts that you may access online. You will be able to transfer between accounts at the Credit Union up to the available balance in your Account, however, the Credit Union may limit the maximum amount you wish to transfer. When you request a fund transfer using this Service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account. We may refuse to act on your fund transfer instruction if there are not sufficient available funds in your Account, including funds available under any linked overdraft plan, on the Transaction Date. Funds transferred to the designated recipient Account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our Funds Availability Policy. You will be allowed to initiate transfers from or to your Accounts with the exception of: Passbook Savings, IRA's and CD's. You may transfer from your deposit Account(s) to make a payment to your First Citizens' Federal Credit Union loan.

### **Unlinked Account Transfers**

Unlinked account transfers allow you to transfer funds from your Account to another member's account(s) at the Credit Union. You will need to enter the receiving member's name and account number along with the dollar amount in order to complete the transfer. Transfers can be scheduled for immediate, future-dated or recurring delivery dates. You will be able to transfer up to \$10,000.00 per day or up to the available balance in your Account. Sufficient funds must be available at the time of your request. If you

wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs. When you request a funds transfer using this Service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient account of the other First Citizens' Federal Credit Union member. We may refuse to act on your fund transfer instruction if there are not sufficient available funds in your Account, including funds available under any linked overdraft plan, on the Transaction Date. Funds transferred to the designated recipient account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our Funds Availability Policy. You will be allowed to initiate transfers from your Account(s) with the exception of: Passbook Savings, IRA's and CD's.

### **External Account Transfers (ACH)**

You may transfer funds to and from accounts you have access to at other financial institutions within First Citizens' Federal Credit Union Online Banking Services. Transfers can be scheduled for immediate, future-dated or recurring delivery dates. All future scheduled and historical transfers are viewable from within the Transfer Activity section. Transfers set up prior to 3:00 p.m. on a business day that the Credit Union is open will go out the same day, and transfers setup after 3:00 p.m. or on a non-business day will go out the next business day that we are open. For the purpose of external account transfers, business days are Monday through Friday, excluding federal holidays and days the Credit Union is closed. If you are a Consumer Customer, then you agree this transfer Service is for consumer purposes only from your Account at the Credit Union to your account at another financial institution within the United States. You will be allowed to initiate transfers from or to your Accounts with the exception of: Passbook Savings, IRA's and CD's. If you are a Consumer Customer, you may transfer from your external deposit account(s) to make a payment to your First Citizens' Federal Credit Union consumer loan.

When you request a funds transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. We may refuse to act on your funds transfer instructions if there are not sufficient available funds in the designated originating account, including funds available under any linked overdraft plan, on the Transaction Date. Funds transferred to the designated recipient Account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our Funds Availability Policy.

In order to process the external account transfer, we use the automated clearinghouse (ACH) system, which is governed by the National Automated Clearinghouse Association (NACHA) Operating Rules and

Guidelines. The Credit Union will follow the NACHA Operating Rules and Guidelines at all times and may refuse to initiate transfers that are unlawful or violate NACHA rules or requirements.

We may ask for additional information to confirm ownership of your external account.

### **Bill Payments**

Please refer to our Bill Payment terms and conditions within our Bill Payment Services page, which are incorporated into this Agreement. By using the Bill Payment Service, you are agreeing to the Bill Payment terms and conditions.

### **Quicken® & QuickBooks®**

The terms and conditions governing Online Banking and Bill Payment through Quicken® are inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure set forth in this Agreement, including but not limited to transaction limits, transaction processing and system availability. Specifics of Online Banking and Bill Payment through Quicken®, which are incorporated into this Agreement, are documented in the Online Help: [www.quicken.com](http://www.quicken.com) and [www.quickbooks.com](http://www.quickbooks.com).

### **Limits on Transfers from Account**

All savings/non-transactional Accounts (including statement savings and money market accounts) are subject to regulations that may limit the number of certain types of transfers from those Accounts. This means any excessive transfers or items presented for payment involving those Accounts may be returned unpaid and a notification will be sent to you. Transactions through the Bill Payment Service do count against the limited number of transactions on these Accounts, although payments to your loan Accounts with us are not counted toward the limit. Your ability to transfer funds from your Account(s) may also be subject to other legal restrictions and service charges under your Deposit Account Agreement. You should carefully review the Truth in Savings Disclosure applicable to your Account for information regarding all applicable limitations and service charges.

In addition, we may establish limits, in our sole discretion, on the dollar amount, number of items and/or number of transfers, payment and deposits you make through the Services from time to time. If we accept a deposit in excess of these limits, such acceptance does not obligate us to accept a transaction in excess of these limits in the future. Any transaction in excess of these limits accepted by us will remain subject to all of the terms and conditions of this Agreement

## MOBILE BANKING SERVICES

These Services enable you to use a mobile device to perform certain transactions on your Accounts, access information about your Accounts and initiate or perform additional banking functions. To access our full suite of Mobile Banking Services (defined below), your cellular telephone or other wireless communication device must be internet enabled and connected to the internet through your mobile communication service provider. To use any of our Mobile Banking Services, you must first be enrolled in the Online Banking Service.

- A. Definitions.** For the purposes of this Mobile Banking Services section of the Agreement, “Mobile Banking Services” refers to the Services described in this section of the Agreement. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic.
- B. Requirements.** You understand and agree that you at your sole cost and expense must use a mobile device that meets all technical requirements for the proper delivery of the Mobile Banking Services and that fulfills your obligation to obtain and maintain secure access to the Internet. Currently, the Service is only accessible through Devices that run on the iOS, Android and Fire OS (Does not support 2011 Fire OS) operating systems. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Banking Services, including, but not limited to, telephone service or internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Banking Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Banking Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, upgrades and replacements. The Credit Union is not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Credit Union is not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or

interruptions in any electrical, telephone or Internet services. The Credit Union hereby advises you, and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

- C. Format of Mobile Banking Services.** The Mobile Banking Services may be provided in one or more formats, including without limitation, a downloadable application (“Application”), and mobile web browser. Not all methods will be available on all Devices. Certain Online Banking functions and features may not be available with every format or method by which we deliver or you receive the Mobile Banking Services. You agree to provide accurate source identification (i.e., the Device's mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR E-MAIL ACCOUNT MAY BE ABLE TO VIEW THEIR CONTENT.

We may change the Mobile Banking Services at any time, and refuse to process any transaction through the Mobile Banking Services. You are required to know and understand how to use the Mobile Banking Services, as they may be changed or upgraded from time to time. The Credit Union shall not be liable to you for any losses caused by your failure to properly use either the Mobile Banking Services or your Device. You acknowledge that there may be transactions on your Account that are not yet reflected on information displayed through the Mobile Banking Services, and consequently we do not guarantee that the information conveyed by the Mobile Banking Services is up to date or accurate. Except as otherwise required by law, we are not liable for any delays, failure to deliver, or misdirected delivery of any communication; for any deletions or failure to store any user data; for any personalization settings; for any errors in the content of a communication; or for any actions taken or not taken by the us or any third party in reliance on a communication.

We will send alerts by email, which may be received by SMS text message (with an opportunity to opt-out via the Application or Device), directly relating to the Mobile Banking Services. We may send you by e-mail and/or by other methods, communications relating to the Mobile Banking Services including without limitation advertisements and/or promotions of all kinds.

- D. Accurate Information.** You warrant and represent that all information that you provide to us in connection with the Mobile Banking Services is accurate, current and complete. You will

not misrepresent your identity or Account information to the Credit Union. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION THAT YOU PROVIDE TO US.

- E. Security.** The same credentials (User ID and password) that you use for Online Banking will also be used when accessing the Mobile Banking Services. You agree to use the Mobile Banking Services carefully, to keep User ID's, Passwords, security information, PINs or other authorization credentials for using the Mobile Banking Services confidential and secure and not share them with others. The Credit Union shall be entitled to presume that any person using your User ID and password or possessing your security information is authorized to receive information about and perform transactions on the Accounts accessible through use of the Mobile Banking Services. You agree not to leave your Device unattended while logged into the Mobile Banking Services and to log out immediately at the completion of each mobile banking session. EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR USER ID, PASSWORD, SECURITY INFORMATION OR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. FURTHERMORE, FIRST CITIZENS' FEDERAL CREDIT UNION IS NOT LIABLE TO YOU FOR ANY LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF YOUR DEVICE OR LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF ANY DATA OR INFORMATION STORED ON YOUR DEVICE. You agree not to provide other persons with access to the Mobile Banking Services using your User ID, password, or other security information or credentials, nor will you impersonate or use anyone else's User ID, password, or other security information or credentials at any time, even if authorized by that person to do so.
- F. Lost or Stolen Mobile Device or Password; Unauthorized Transfers.** If you believe your Device, User ID, Password, security information or any other authorization credential has been lost, stolen compromised or that someone has transferred or may transfer funds from your Account without your authorization, contact us **AT ONCE** at 800-642-7515. The best way to minimize your loss is to contact us immediately. If you are a Consumer Customer, you can lose no more than \$50 if you fail to give us notice of your lost or stolen User ID, Password, or other security information and it is (they are) used without your permission.

- G. No Commercial Use or Resale.** You agree that the Mobile Banking Services provided pursuant to this Agreement are for the Account owner's use alone. You acknowledge and agree that you are strictly prohibited from reselling the Mobile Banking Service.
- H. Termination.** You will have access to the Mobile Banking Services until terminated by us, by you, or by a third party such as your Carrier or Device vendor. You may cancel participation in the Mobile Banking Services by following the steps provided in the downloadable Application or in the Online Banking system. You can remove the downloadable Application from your Device or otherwise unsubscribe from the applicable Mobile Banking Services. You agree that we or our third-party vendors may change or cancel the Mobile Banking Services, or may suspend your access to the Mobile Banking Services at any time without notice and for any reason, including but not limited to your non-use of the Mobile Banking Services. The Credit Union and its third-party vendors shall not be liable for any modification or discontinuance of the Mobile Banking Services. Termination shall not affect your liability under this Agreement for transactions commenced or accepted by us on your behalf.

## **MOBILE DEPOSIT SERVICES**

The Services described in this Mobile Deposit Services section are designed to enable you to make deposits of paper checks ("Original Checks") to your checking, savings, or money market Accounts from home or elsewhere by using your camera-enabled mobile Device to capture digital images of the Original Checks and then transmitting the digital images and associated deposit information ("Images") to us or our designated processor.

- A. Cutoff Time.** If you make a deposit using Mobile Banking up to 4:00 PM on a business day that we are open and your Mobile Banking deposit is accepted, we will consider that day to be the day of your deposit. However, if you make a deposit using Mobile Banking after 4:00 PM or on a day we are not open, we will consider the deposit was made on the next business day we are open.
- B. Definitions.** For the purposes of this Mobile Deposit Services section of the Agreement, "Mobile Deposit Services" refers to the Online Banking Services described in this section of the Agreement. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic.

- C. Eligibility; No Commercial Use or Resale.** You agree that the Mobile Deposit Services provided pursuant to this Agreement are for the Account owner's use alone. You acknowledge and agree that you are strictly prohibited from reselling the Mobile Deposit Services. To use the Mobile Deposit Services, you must be a registered Online Banking user and you must satisfy any qualification requirements established by us.
- D. Qualifications.** Use of the Mobile Deposit Services is a privilege that we may provide to you when you satisfy certain criteria as may exist and be modified from time to time. In addition, the Mobile Deposit Services may be withdrawn/withheld/suspended by us at any time and without prior notice or reason or cause.
- E. Requirements.** You understand and agree that you at your sole cost and expense must use a mobile device that meets all technical requirements for the proper delivery of the Mobile Deposit Services and that fulfills your obligation to obtain and maintain secure access to the Internet. Currently, the Service is only accessible through Devices that run on the iOS, Android and Fire OS (Does not support 2011 Fire OS) operating systems. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Services, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, upgrades and replacements. The Credit Union is not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. The Credit Union hereby advises you, and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

**F. Required Information and Image Quality.** 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. You agree to restrictively endorse any item transmitted through the Mobile Deposit Services as indicated on the *Pay To The Order Of* line and print “For Mobile Deposit Only” under your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time.

Each Image must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, American National Standards Institute, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or association.

**G. Fees and Charges.** You agree to pay for the Mobile Deposit Services in accordance with our “Schedule of Fees and Charges” for deposit Accounts and as it may be amended from time to time. We may add to, enhance or otherwise change the Mobile Deposit Services and by using such added or enhanced features, you agree to any applicable fees and charges. Currently, there is no charge for the Mobile Deposit Services.

**H. Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC, 12 C.F.R. Part 229 (“Reg CC”). You agree that the Image of the check that is transmitted to us (each such check and other item a “Check” and, if more than one, “Checks”) shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code, as adopted by the Commonwealth of Massachusetts. You also acknowledge and agree that deposits that you make using the Mobile Deposit Services are not “Electronic Funds Transfers” as that term is defined in Regulation E, 12 C.F.R. Part 1005.

**I. Permitted Items.** You agree to use the Mobile Deposit Services to deposit only the following checks to your checking, savings or money market Account at the Credit Union:

- Checks that are properly payable to the Account owner;

- Checks that are drawn on a financial institution that is located within the United States or Territories of the United States;
- Checks that are not prohibited by the Credit Union's then current procedures and are not in violation of any law, rule or regulation.

**J. Prohibited Items.** You agree that you **will not** use the Service to deposit any checks to your checking, savings or money market Account at the Credit Union as follows (each a "Prohibited Check"):

- Checks that are payable to any person or entity other than the owner of the Account that the check is being deposited into;
- Checks or items drawn or otherwise issued by you or any other person on any of your Accounts or any Account on which you are an authorized signer or joint Account owner;
- Checks that you know or suspect or should know or suspect are altered on the front of the check or item or otherwise not authorized by the owner of the account on which the check or item is drawn;
- Checks that have previously been submitted through the Mobile Deposit Services, our remote deposit capture (RDC) service or through a mobile deposit capture or remote deposit capture service offered by any other financial institution;
- Checks that have been previously returned unpaid by the financial institution on which they are drawn;
- Checks that are prohibited by us then current procedures pertaining to the Mobile Deposit Services or are in violation of any law, rule or regulation or which are otherwise not acceptable under the terms of our Deposit Account Agreement;
- Checks on which the numerical and written amount are different;
- Checks that are dated more than six (6) months prior to the date of deposit;
- Checks that are in any way incomplete;
- Checks that are payable jointly, unless deposited into a deposit Account in the name of all payees;
- Checks that have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg. CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent;

- Checks that are remotely created checks as defined in Reg. CC, or are remotely created payment orders.
- Checks that are not payable in United States currency;
- Checks that are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- Checks that have any endorsement on the back other than that specified in this Agreement;

If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold the Credit Union harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) that we may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if after first having obtained our written consent to do so, you use the Mobile Deposit Services to provide us with an electronic representation of a substitute Check for deposit into an Account instead of an Original Check, you agree to indemnify and reimburse us for, and hold the Credit Union harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) the Credit Union incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

- K. Receipt of Deposit.** All Images processed for deposit through the Mobile Deposit Services will be treated as "deposits" under this Agreement and our Deposit Account Agreement. We will not be deemed to have received an Image for deposit until we have confirmed receipt to you. When we receive an Image, we will send a confirmation email to you at an email address that you have provided to us. If, on any business day, you transmit a deposit using the Mobile Deposit Services and receive email notification that the deposit has been accepted for that business day, the Credit Union will consider that day to be the day of deposit. Generally, deposits transmitted prior to 4:00 p.m. Eastern Time on a business day, enable us and its designated processor, sufficient time to perform certain duties and accept the deposit for same business day credit. Deposits transmitted after 4:00 p.m. Eastern Time will be processed the next business day. Every day is a business day except Saturdays, Sundays, federal holidays and days the Credit Union is closed.
- L. Funds Availability.** Funds from items deposited using the Mobile Deposit Services will generally be available within two (2) business days after the day of your deposit. However, we may

make such funds available later 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 we, in its sole discretion, deems relevant. You agree that the Credit Union is not liable to you in the event it delays availability of funds from such deposits. You will find a copy of our funds availability policy on

**M. Retention and Disposal of Transmitted Items.** Upon your receipt of a confirmation email from us that we have received the Image of an item, you must securely store the Original Check for ninety (90) days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time you will deliver to us within two (2) business days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from the Account in which the item was originally deposited. When the ninety (90) day retention period expires, you must destroy the Original Check by first marking it "Void" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.

**N. Returned Deposits.** Any checks deposited through the Mobile Deposit Services will be provisionally credited to your Account. As used herein, "Provisionally" means that the deposit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Account Agreement. If Original Checks deposited through the Mobile Deposit Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, 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 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 in a timely manner.

- O. Availability of the Mobile Deposit Services.** The Mobile Deposit Services are generally available 7 days a week, 24 hours a day. At certain times, the Mobile Deposit Services may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software or circumstances beyond our control. We are not responsible for the unavailability of the Mobile Deposit Services or any damages that may result from its unavailability and the Credit Union is not responsible for providing an alternate method of remote deposit if the Mobile Deposit Services are not available. If you are not able to use the Mobile Deposit Services to make deposits, you may physically mail or deliver your deposits to our retail banking offices or through our ATMs that accept deposits. The deposit of Original Checks at a retail banking office or at an ATM will be governed by the terms and conditions contained in our Deposit Account Agreement and not by the terms of this Agreement.
- P. Compliance with Law.** You will use the Mobile Deposit Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulation, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve System and any clearinghouse or other organization in which we are a member or to which rules the Credit Union has agreed to be bound. These procedures, rules, regulations, and laws (collectively the “Rules”) are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.
- Q. 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 Mobile Deposit Services are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.
- R. Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney’s fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this

Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

- S. Cooperation with Investigation.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by producing upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Services in your possession and your records relating to such items and transmissions.
- T. Ownership and License.** You agree that the Credit Union and/or its service provider(s) retain all ownership and proprietary rights in the Mobile Deposit Services, associated content, technology and website(s). Your use of the Mobile Deposit Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use the Mobile Deposit Services. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit Services, copy or reproduce all or any part of the technology or Mobile Deposit Services; or interfere, or attempt to interfere, with the technology or Mobile Deposit Services.

### **Location Based Information**

If you use any location-based feature of our Mobile App (such as an ATM locator) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the App or service. You may turn off location based features at any time, but this may impact the functionality and accuracy of the services. If you wish to revoke access to such information you must cease using location-based features within our App.

### **Push Notifications and Card Controls**

- A. Consent to Receiving Push Notifications and Other.** You will need to register your mobile device before we are able to send push notifications for the mobile services that use push notifications messaging (i.e., alerts). By registering your mobile phone number for the mobile services, you expressly consent to receiving push notifications messages related to the mobile

services using such functionality. **DATA RATES MAY APPLY AND YOU ARE RESPONSIBLE FOR ANY SUCH CHARGES.** Message frequency depends on your Account settings and the type of alerts you select to receive. In the event your mobile devices are lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, you must contact The Credit Union immediately.

**Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, that your wireless carrier does not guarantee that alerts will be delivered, and that wireless carriers are not liable for delayed or undelivered messages.**

- B. Card Control and Alerts. First Citizens' Federal Credit Union has determined which Card Controls and Alerts are available to you. Please contact us should you have any questions about which options we offer.** Our Mobile Banking App will provide you with several card control options for your active debit card(s). The most basic card control option is the ability to turn your card “off” or “on”. If a card is turned “off”, all transactions made on the card, other than recurring payments, deposits or credits, will be denied. Additional control preference settings maybe available through additional card control services. The card control services allow two or more shared card users to jointly manage the card control settings.

**Enrollment.** Within the Mobile Banking App you may be required to enroll to enable the Card Control & Alert or other features by following instructions you receive from the Mobile Banking App. We may require that at least one debit card must be active to use Card Controls & Alerts or other features. Multiple devices can be registered to receive alerts. You may register your primary device to be required to be present to complete transactions, by clicking on “Set Current Device as Primary”. Any transaction made within an 8-mile radius while the device is present should be approved. Any transactions made outside of the 8-mile radius without the device present should be declined.

- C. My location Control.** When available, the App will allow you to set control settings for location or region(s). When the “My Location” control preference is set, the App will compare the user’s

and the merchant's location to decide whether to approve or deny the transactions. When the "My Region" control is set, in-store transactions made outside the specified region(s) will be denied. Each region is a circular area with a minimum radius of five miles. The App determines the user's location by assuming that the user will always carry the phone that has been set as "Primary Device" and will use the phone's location as a proxy for the user's location. For "My location" control and alerts policies to work, the user must turn on the device's "Location Settings" and enable location tracking.

- D. Maximum Spend Control.** When available, the "Spending Limit" control may be set at the card level; if you the cardholder; has multiple cards and wish to add "Spending Limit" controls you must do so on each individual card. This control will allow you to specify a transaction threshold amount above which transactions will be denied. As the cardholder, you will have the option to put in a "Spending Limit" control per transaction and/or as a monthly cumulative total. In the event, that you the cardholder, put into place a *monthly* spending limit control, at the end of every month, the system automatically resets the monthly spend amount to zero. The monthly spend amount is calculated starting from the time you turn on the control within the app.
  
- E. Fraud Alerts.** You will receive Fraud Alerts based on the Credit Union's preferences. In order to stop receiving Fraud Alerts, you must contact the Credit Union 1-800-642-7515 to unsubscribe from this service. When you unsubscribed, all Alerts will be disabled and you will stop receiving transaction alerts.

## **NEW SERVICES**

New Services may be periodically introduced for our Online Banking and Mobile Banking Services. The Credit Union will notify you of the existence of these new services. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning and new Services.

## **REMOTE DEPOSIT CAPTURE (RDC) FOR BUSINESS**

Online Deposit is the Credit Union's remote deposit capture Service for Business Customers. The Online Deposit Service allows an authorized user of a Business Customer to scan checks and transmit the scanned

images to the financial institution for deposit. The Credit Union in turn transmits the scanned image, ACH data, or a substitute item to the paying financial institution for collection.

**A. Service and Service Terms.** The Online Deposit Service terms described in this Remote Deposit Capture Services section is applicable only to Business Customers, and only Business Customers may use the Online Deposit Service. You acknowledge and agree that the Online Deposit Service or any portion of the Service may be provided by one or more subcontractors.

**B. Definitions.** The following terms and definitions apply when used in this Remote Deposit Capture Services section.

"Authorized User" means Member or agent of Member.

"Capture Device" means any device acceptable to us, which provides for the capture of images from original Items and for transmission through a clearing process.

"Check" shall have the definition set forth in Check 21.

"Check 21" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, 12 C.F.R. Part 229, and to the extent applicable, Subpart A.

"IRD" or "Image Replacement Document" means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an Item cannot be converted to an ACH transaction.

"Item" means a Check, money order, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in US Dollars, from a Payer to Member that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by us from time to time, in the format specified by us from time to time. Notwithstanding the foregoing, it is understood that Member will only be transmitting electronic images of the front and back of Items and not any paper Items. In order for an Item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item.

"Payer" means consumers or businesses who make payments to you by means of Items, but you shall not be a Payer.

"Remotely created check" has the same meaning given to that term under Federal Reserve Board Regulation CC, 12 C.F.R. Part 229.

"Services" means the specific Online Deposit Service provided by us, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to us for clearing as an IRD. Services also include any applicable support services.

"Service Start Date" means the date that the Services are first utilized by you.

"Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

**C. Use of the Services.** You agree, at your sole expense to:

1. provide connectivity between the Capture Device and the Credit Union's technology used to provide the Services;
2. maintain the Capture Device in accordance with the instructions provided by us, our subcontractors and/or any other Capture Device provider;
3. if applicable, utilize your own software, or our software to scan, load, and format Items as needed for transmission to us prior to the communicated cut-off time;

4. process return data and any remittance data delivered by us for the purpose of updating your internal systems (which may include electronic and paper return Items);
5. implement and maintain security measures, including firewall protection, in compliance with your obligations under this Agreement; and
6. allow your internal system to create logs to record the transactions and transmit the logs to us.

**D. Check Processing and Requirements.** IRD Processing. Items may be transmitted for electronic processing by other banks or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at our sole discretion. The IRDs will be created in accordance with Check 21; alternatively, we may process Items as photocopies in lieu of originals, under guidelines established between us and you and applicable industry standards. Items that fail to satisfy the warranties made to us by you, that fail to meet our requirements or Check 21, or that are otherwise not able to be processed may be charged back to your Account or returned to you. You agree to be bound by any clearinghouse agreements, operating circular, image exchange agreements to which we are a party.

**E. Your Liability.** You shall be solely responsible if any IRD for which you have been given provisional credit is subject to return or reversal, and neither we nor our subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back item. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. You agree that we shall have no liability for the content of payment related information.

**F. Rejection of Deposit.** Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees due to an item being returned.

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

1. Any item drawn on your account or your affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information originally contained on the check.
4. Any item issued by a financial institution in a foreign country or not payable in U.S. Dollars.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
8. Cash.
9. Savings Bonds.
10. Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
11. A remotely created check.

- H. Items Returned Unpaid.** A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item along with any applicable fees from the Account.
- I. Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to the our system maintenance or technical difficulties including those of the internet service provider and internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. However, you will receive an email notification of items that are rejected.
- J. Business Day and Availability Disclosure.** Our business days are Monday through Friday, except federal holidays and days on which the Credit Union is closed. Our business hours are 8:00 a.m. to 4:00 p.m., Eastern Time, each business day.
- K. Funds Availability.** You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Fairhaven, Massachusetts. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the "Funds Availability Policy" section of the Deposit Account Agreement a copy of which you received when you opened your Account and which is also available online.
- L. Accountholder's Warranties.** You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Services:
1. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
  2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  3. Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
  4. Each check that you submit to us for deposit will be directly payable to the individual or business in whose name the Account to which you are requesting it be deposited is open.
  5. Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
  6. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
  7. The information you provided in your application to use the Services remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
  8. You have not knowingly failed to communicate any material information to us.
  9. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
  10. You have restrictively endorsed each original check "For Remote Deposit Only to First Citizens' Federal Credit Union" or as otherwise instructed by us.
  11. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**M. Storage of Original Checks.** You must securely store each original check, if you are using the Service to deposit items into an account in the name of a Business Customer. You understand this means the original check(s) that you deposit using the Services must be accessible, only under dual control by your authorized personnel, for a period of sixty (60) days after we have acknowledged acceptance. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

**N. Limitations on Frequency and Dollar Amount.** You understand and agree that you cannot exceed any limitations we may impose from time to time on frequency and dollar amounts of remote deposits.

**O. Withdrawal of Access/Termination of the Services.** You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time upon written notice.

We may also deny, suspend or revoke access to the Services immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of this Agreement, are otherwise using or accessing the Services inconsistently with the terms and conditions hereof, or if we feel it is necessary to maintain the security of our network, data, or related systems. Further, the Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

Upon the termination of this Agreement for any reason: (a) your access to, and use of, the Services will terminate; and (b) shall be subject to the Credit Union's record retention policies and applicable laws and regulations.

In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

#### **CONTACTING THE CREDIT UNION BY ELECTRONIC MAIL (E-Mail)**

If you send the Credit Union an email message, the Credit Union will be deemed to have received it on the following business day. The Credit Union will have a reasonable time period to act on your email. You should not rely on email if you need to communicate with the Credit Union immediately. We request that you do not send us or request sensitive information such as account numbers, passwords, account information, etc. via any public email system.

#### **FEES**

The Credit Union offers the benefits and convenience of Online Banking and Mobile Banking Services to you at no monthly charge. Account research, stop payment charges and Bill Payment Services will be accessed at the rates published in the Credit Union's "Other Services and Charges Fee Brochure" and

deducted from your designated Bill Payment Account or another account you hold at First Citizens' Federal Credit Union.

These fees are subject to change. If you are a Consumer Customer, First Citizens' Federal Credit Union will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

## **ACCOUNT STATEMENTS**

You will continue to receive regular Account statements monthly depending on the type of Account and nature of transactions. Transactions made within our Online Banking Services will be itemized on your regular Account statements.

E-Statements (electronic statements) are available via Online Banking and Mobile Banking. The E-Statement service will allow you to view your current and at least twenty (20) months of previous account statements on a secure website. To receive and review disclosures electronically and to view, download, and print your electronic statements, you will need to utilize a currently supported Internet browser and version of Adobe Acrobat Reader. By accepting the E-statement service, you agree to receive online statements in lieu of paper statements. If you wish to revoke your authorization and begin to receive paper statements, you must notify us in writing.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding Online Banking, Mobile Bank or other Services, you may call us at (800) 642-7515, or write a letter and send it to:

**FIRST CITIZENS' FEDERAL CREDIT UNION  
ATTENTION: CONTACT CENTER  
200 MILL RD, SUITE 100  
FAIRHAVEN, MA 02719**

We must hear from you at the specified telephone number or address no later than sixty (60) Calendar Days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or transfer in question, and an explanation concerning why you believe it is an error or need more information
- The dollar amount of the suspected error
- The date on which it occurred

If you are a Consumer Customer and the report is made orally, we may require that you send the complaint or question in writing ten (10) business days from your initial contact. If you are a Consumer Customer, we will determine whether an error occurred within ten (10) Calendar Days after we hear from you and will correct any error promptly. If more time is needed, however, we may at our sole discretion, take up to forty-five (45) Calendar Days to investigate a complaint or question for a Consumer Customer. If you are a Consumer Customer and this occurs, we will credit your account within ten (10) Calendar Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If you are a Consumer Customer and your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed.

If you are a Consumer Customer, we will tell you the results within three (3) business days after completing our investigation. If you are a Consumer Customer and we decide that there was no error, we will send you a written explanation. You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

You agree that the Credit Union may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Services. Any such electronic mail sent to you by the Credit Union shall be considered received within three (3) business days of the date sent by the Credit Union regardless of whether or not you log on to any Service within that time frame.

#### **LIMIT OF FIRST CITIZENS' FEDERAL CREDIT UNION'S RESPONSIBILITY**

The Credit Union agrees to make reasonable efforts to ensure full performance of the Services. The Credit Union will be responsible for acting only on those instructions sent through the Services, which are actually received, and cannot assume responsibility for circumstances over which the Credit Union has no direct control. This includes, but is not limited to, the failure or malfunctions in communication

facilities, which may affect the accuracy or timeliness of messages you send. The Credit Union is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Credit Union is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Credit Union is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

The Federal Credit Union is not responsible for any fees you incur for internet access, or for any computer virus or related problems that may be attributable to services provided by any internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for accessing the Services. The Credit Union is not responsible for any electronic virus or viruses that you may encounter while using the internet or communicating electronically. You agree to routinely scan your personal electronic device(s) using a virus protection product. An undetected virus may corrupt and destroy your programs, files and hardware. If you suspect that your device has been compromised, you must notify us immediately.

The limit of the Credit Union's liability shall be as expressly as set forth herein. Under no circumstances will the Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

#### **FIRST CITIZENS' FEDERAL CREDIT UNION'S RESPONSIBILITY**

The Credit Union will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested; or
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of the Credit Union, you do not have sufficient available funds in your Account to make an Electronic Funds Transfer;

- Through no fault of the Credit Union, a transaction would have caused you to exceed your available credit;
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent an Electronic Funds Transfer, despite reasonable precautions that we have taken;
- There is a hold on your account, or if access to your account is blocked in accordance with Credit Union policy;
- Your funds are subject to legal process, or other encumbrance restricting an Electronic Funds Transfer;
- Your Electronic Funds Transfer authorization terminates by operation of law;
- You believe someone has accessed your Account(s) without your permission and you fail to notify the Credit Union immediately;
- You have not properly followed the scheduling instructions, included in this Agreement, to make an Electronic Funds Transfer or the payee refuses the Service;
- For the failure of any payee to correctly account for or credit the payment in a timely manner;
- We have received incomplete or inaccurate information from you or a third party involving the Account or an Electronic Funds Transfer;
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) business days in advance); or
- We have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions to our responsibility for your losses stated in this Agreement and in other agreements with you that govern the Services or your Account(s). In no event shall we be liable for damages in excess of your actual loss due to our failure to complete an Electronic Funds Transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess any transaction that may not have been completed or to correct incorrect transactions that have been processed.

## **NO SIGNATURE REQUIRED**

When any particular electronic payment or other Service generates items to be charged to your Account, you agree that we may debit you're the Account you have designated for payment without requiring your signature on the item and without prior notice to you.

## **DISCLOSURE OF CONSUMER INFORMATION TO THIRD PARTIES/PRIVACY POLICY**

A copy of First Citizens' Federal Credit Union's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling First Citizens' Federal Credit Union at (800) 642-7515, or writing a letter and sending it to:

**FIRST CITIZENS' FEDERAL CREDIT UNION  
ATTENTION: CONTACT CENTER  
200 MILL RD, SUITE 100  
FAIRHAVEN, MA 02719**

You can also access our Privacy Statement online by clicking on the Privacy Statement link on the First Citizens' Federal Credit Union Website.

## **TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement(s) governing the Account(s) which you access using the Services. We can terminate your privileges to use the Services under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the agreement(s) governing your deposit or loan Account(s), or your Account(s) is(are) not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any reason.

To cancel the Services, you must notify us. Your notification should include your name, address and the effective date to stop the service (s). When Bill Payment is terminated, any pre-scheduled bill payments made through the Services will also be terminated. You may notify the Credit Union by one of the following methods:

- By initiating a member inquiry through our Website

- By calling (800) 642-7515
- By writing a letter and sending it to:

**FIRST CITIZENS' FEDERAL CREDIT UNION**  
**ATTENTION: CONTACT CENTER**  
**200 MILL RD, SUITE 100**  
**FAIRHAVEN, MA 02719**

We reserve the right, in our sole discretion, to discontinue the provision of all or any part of the Services, or to terminate or change the terms and conditions set forth in this Agreement. We will provide you with notice of any such termination or change as required by law. Your use of the Services after receipt of notification of any change by you constitutes your acceptance of the change.

#### **GOVERNING LAW**

The laws of the Commonwealth of Massachusetts and applicable federal law(s) govern this Agreement and all questions relating to its validity, interpretation, performance, and enforcement, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the Commonwealth of Massachusetts.

#### **SCOPE OF COMMUNICATIONS TO BE PROVIDED IN ELECTRONIC FORM**

You agree that we may provide you with any communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the Services for your Account. As an example, we may choose to send by e-mail legally required notification of changes to terms and conditions related to the Services.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.

- Monthly (or other periodic) billing or account statements for your Account(s) or such other communications that we may include from time to time as part of the enrollment in the E-Statements program.

### **Method of Providing Communications to You in Electronic Form**

All communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the communication.

### **How to Withdraw Consent**

You may withdraw your consent to receive communications in electronic form, by calling Member Services at 800.642.7515 or by email via [onlinebanking@firstcitizens.org](mailto:onlinebanking@firstcitizens.org). At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic communications.

We will not impose any fee to process the withdrawal of your consent to receive electronic communications; however, your access to and use of the Services may be terminated. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosures and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through Online Banking, or by calling Member Services at 800.642.7515, or by visiting your nearest First Citizens' Federal Credit Union branch location.

### **Hardware and Software Requirements**

In order to access, view, and retain electronic communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs;

- A personal computer or tablet, currently supported operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using a currently supported web browser such as Windows Microsoft Internet Explorer, Firefox, Google Chrome, or Macintosh Safari web browser;
- A currently supported version of Adobe Reader.

### **Requesting Paper Copies**

We will not send you a paper copy of any Communication which is available electronically from us, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, please contact us by calling Member Services at 800.642.7515 or by email via [onlinebanking@firstcitizens.org](mailto:onlinebanking@firstcitizens.org). We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. We reserve the right but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

### **Communications in Writing**

All communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download a copy of this Agreement for your records and any other communication that is important to you.

### **Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act (the “Act”), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **TERMS APPLICABLE ONLY TO BUSINESS CUSTOMERS**

The following terms and conditions apply to you only if you are a Business Customer:

**Compliance with Law**

You agree to comply with all laws, statutes, regulations and ordinances pertaining to the Services, all laws relating to the banking transactions contemplated by this Agreement, as well as all laws pertaining to the conduct of your business, if applicable. You shall indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This paragraph will survive termination of your Account(s) and this Agreement.

**Account Owner's Indemnification Obligation**

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph will survive termination of your Account(s) and this Agreement.

**Change in Terms**

Notwithstanding anything in this Agreement to the contrary, the Credit Union may change the fees or charges for the Services indicated in this Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from the terms and conditions of this Agreement from time to time. You use of the Services after your receipt of notification of any such change constitutes your acceptance of the change.

**Waiver**

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition set forth in this Agreement shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Assignment; Enforceability**

You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

**Warranties And Disclaimers.**

YOU REPRESENT AND WARRANT TO US THAT: (A) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM YOUR OBLIGATIONS HEREUNDER AND ALL INFORMATION SUPPLIED BY YOU TO US IS ACCURATE AND TRUE.; (B) YOU WILL PROVIDE ALL REASONABLE ASSISTANCE TO US AND TO OUR SUBCONTRACTORS IN PROVIDING THE SERVICES SET FORTH IN THIS AGREEMENT; (C) YOU AND ANY OF YOUR AUTHORIZED USERS OF THE SERVICES WILL ONLY USE THE SERVICES FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AND WITH OUR REASONABLE INSTRUCTIONS, RULES, POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS, AND OPERATING PROCEDURES AND WILL NOT VIOLATE ANY LAW OF ANY COUNTRY OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD

PARTY; (D) EACH TIME YOU INITIATE A DEPOSIT TRANSACTION USING THE SERVICES, YOU HAVE ONLY TRANSMITTED ACCEPTABLE ITEMS FOR DEPOSIT AND HAVE HANDLED THE ORIGINAL ITEMS FOLLOWING TRANSMISSION TO US AS AGREED, DIRECTED BY WITH US AND IN ACCORDANCE WITH APPLICABLE LAW; (E) EACH TIME YOU INITIATE A DEPOSIT TRANSACTION USING THE SERVICES (E.G. MOBILE DEPOSIT CAPTURE OR REMOTE DEPOSIT CAPTURE), (1) YOU ARE A PERSON AUTHORIZED TO ENFORCE EACH ITEM OR ARE AUTHORIZED TO OBTAIN PAYMENT OF EACH ITEM ON BEHALF OF A PERSON ENTITLED TO ENFORCE AN ITEM, (2) THE ITEMS HAVE NOT BEEN ALTERED, (3) EACH ITEM BEARS ALL APPLICABLE INDORSEMENTS IN A RESTRICTED FORMAT AS DIRECTED BY US, (4) THE ELECTRONIC IMAGE PORTION OF EACH ITEM ACCURATELY AND LEGIBLY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME THE ORIGINAL CHECK WAS TRUNCATED, IF APPLICABLE, (5) THE INFORMATION PORTION OF THE ITEM CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK, IF APPLICABLE, (6) THE ITEM CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM AS SPECIFIED BY US FROM TIME TO TIME, (7) YOU WILL SUBMIT ONLY ONE ACCURATE AND CLEAR IMAGE OF THE FRONT AND BACK OF EACH ITEM TO US, (8) YOU WILL NOT DEPOSIT THE ORIGINAL ITEM AND NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT, OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE ITEM (EITHER THE ORIGINAL ITEM, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL ITEM) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED ON AN ITEM IT HAS ALREADY PAID, AND (9) THE AMOUNT OF AN ITEM ENTERED BY MEMBER OR ANY AUTHORIZED USER FOR TRANSMISSION TO US IS ACCURATE; AND (F) YOU AND YOUR AUTHORIZED USERS WILL NOT (1) SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE SERVICES OR THE TECHNOLOGY USED TO PROVIDE THE SERVICES, (2) MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE SUCH TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON, (3) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF SUCH TECHNOLOGY OR SERVICES BY, ANY THIRD PARTY, (4) COPY OR REPRODUCE ALL OR ANY PART OF SUCH TECHNOLOGY OR SERVICES, OR (5) INTERFERE, OR ATTEMPT TO INTERFERE, WITH SUCH TECHNOLOGY OR SERVICES IN ANY WAY.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO

THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

**Limitation Of Liability.**

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.