

CENSUS FEDERAL CREDIT UNION
MOBILE DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the member that applied for and/or uses the Mobile Deposit Services (the “Services”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours,” mean Census Federal Credit Union. My Application for use of the Mobile Deposit Services, your notification of approval of my application, and my Census Federal Credit Union Membership and Account Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between the Disclosure and Agreement and my Application, your approval, or the Membership and Account Agreement, this Disclosure and Agreement will control.

Use of the Services. Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the items as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services are provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition, I agree that I will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii), interfere or attempt to interfere, with the technology or Service.

Compliance with Law. I agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to photographing the original check, I will endorse the back of the original check. My endorsement will

include my signature. The digital image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the checks. The image quality for the check will meet the standards for image quality established by the American National standards Institute ("ANSI"), the Board of governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus applicable fees to your Account due to an item being returned.

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

Unavailability of Services. I understand and agree that Services may at time be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branch or by mailing the original check to you at Census Federal Credit Union, P.O. Box 733, Suitland, MD 20752-0733. It is it my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you.

Business Day and Availability Disclosure. Your business days are Monday through Friday. Your business hours are 8:00 a.m. to 3:15 p.m. Eastern Standard Time, each business day.

Funds Availability Policy. I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Washington, District of Columbia. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.

General Policy. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we may consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day we are not open, we may consider that the deposit was made on the next business day we are open.

Right to hold. Funds that you deposit via Mobile Deposit may be subject to review and our internal check hold policy. Funds may not be available until the third business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the day of your deposit. If you will need the funds from the deposit right away, you should ask us when the funds will be available.

Longer delays may apply. We may delay the ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 in any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Foreign checks and bonds. Checks drawn on financial institutions located outside the U.S. (foreign checks) and bonds cannot be processed via Mobile Deposit.

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

1. Each image of a check transmitted to you 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. I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already paid.
4. Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
6. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify you and hold you harmless against any all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

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

Telephone you at (301) 763-0287 or (800) 343-6788 or email you at mSERVICE@censusfcu.com.

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. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

Warranties. I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOTWARE, OR THE CREDIT UNIONS USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL MOBILE DEVICE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

Change in Terms. You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such a change via email or in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of this change.

Termination of Services. I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice or email. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, may be revised from time to time, to remain effective for all other aspects of the Account.

Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the District of Columbia, notwithstanding any conflict-of-laws, doctrines, or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the District of Columbia.

Periodic Statement. Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic

statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

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

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my 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 on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "postdated."
7. Bonds
8. Cash
9. Any item that is a third party or has been signed over.

Confidentiality. I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations, business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your confidential information.

Retention of Check Images. The Credit Union will retain any substitute checks it generates for seven (7) years.

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

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contract of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.