

First Class FCU Remote Deposit Capture Agreement and Disclosure

This Remote Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of First Class FCU's Remote Deposit Capture and/or other remote deposit capture services that First Class FCU or its affiliates ("First Class FCU", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with First Class FCU, including the Bank Services Agreement or any other Agreement, as applicable to your First Class FCU account(s), are incorporated by reference and made a part of this Agreement.

1. Services. The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking and savings from home or other remote locations by scanning checks and delivering the images and associated deposit information to First Class FCU or First Class FCU's designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after First Class FCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, First Class FCU reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services.

Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part immediately and at anytime without prior notice to you.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by First Class FCU from time to time. See Firstclass.org for current hardware and software specifications. First Class FCU is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

5. Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. First Class FCU may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize First Class FCU to deduct any such fees from any First Class FCU account in your name. Fees will not be charged during the free trial period or other promotional campaigns. Please note that Remote Deposit Items deposited into your share draft account with us, DONOT constitute activity in the account in regards to the requirements to avoid an Inactive Draft Account Fee.

6. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to First Class FCU is converted

to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account where the check is being deposited.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 12 months prior to the date of deposit, unless an earlier void date is printed on the check which is prior to the date of deposit.
- Checks or items prohibited by First Class FCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your First Class FCU account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Savings Bonds
- Cash
- Money Orders
- Travelers Checks

7. Endorsements and Procedures. You agree to properly sign each item transmitted through the Service. In addition, you agree to restrictively endorse any item transmitted through the Services as "For mobile deposit only, FCFCU account # _____" or as otherwise instructed by First Class FCU. You agree to follow any and all other procedures and instructions for use of the Services as First Class FCU may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from First Class FCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00pm Eastern Time on a business day that we are open, we consider that day to be the day of deposit (the cutoff time may be earlier depending on early closings due to holiday schedules, weather or acts of God). Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days after the day of deposit. First Class FCU may make such funds available sooner based on such factors as credit-worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as First Class FCU, in its sole discretion, deems relevant.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from First Class FCU that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID," or "Mobile Deposit on DATE" or otherwise render it incapable of further transmission, deposit or presentment. During the time the retained check is available, you agree to promptly provide it to First Class FCU upon request.

11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$3,000.00 per business day for retail banking clients. In addition, the current monthly dollar limit is \$10,000.00 per any 30 consecutive calendar day period for retail banking clients. There is a daily limit of 5 items and 20 items per monthly statement cycle.

12. Presentment. The manner in which the items are cleared, presented for payment and collected shall be in First Class FCU's sole discretion subject to the Bank Services Agreement governing your account.

13. Errors. You agree to notify First Class FCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable First Class FCU account statement is sent. Unless you notify First Class FCU within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First Class FCU for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. First Class FCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. Image Quality. The image of an item transmitted to First Class FCU using the Services must be legible, as determined in the sole discretion of First Class FCU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by First Class FCU, ANSI, the Board of Governors of the Federal Reserve Board or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification. You warrant to First Class FCU that:

You will only transmit eligible items.

- A. You will not transmit duplicate items.
- B. You will not re-deposit or re-present the original item.
- C. All information you provide to First Class FCU is accurate and true.
- D. You will comply with this Agreement and all applicable rules, laws and regulations.
- E. You are not aware of any factor which may impair the collectability of the item.

F. You agree to indemnify and hold harmless First Class FCU from any loss for breach of this warranty provision.

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

18. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Credit Union Services Agreement, or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership and License. You agree that First Class FCU retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to First Class FCU's business interest, or (iii) to First Class FCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES

- A. WILL MEET YOUR REQUIREMENTS,
- B. WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- C. THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND
- D. ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

22. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FIRST CLASS FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.