



REMOTE DEPOSIT CAPTURE (RDC) SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the accountholder that applied for and/or uses any of the Remote Deposit Capture Services ("RDC") (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Consumers Federal Credit Union ("Credit Union"). My Application for use of the RDC (Remote Deposit Capture Services), your notification of approval of my application, and my Credit Union Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the 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(s) with you (the "Account(s)") by electronically transmitting a digital or facsimile image of the paper checks to you for deposit via the Credit Union's email address customerservice@consumersfcu.org or fax #718-266-1976. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the 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 phone or email. I understand that, in the event I receive a notification from you 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 item 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(s). I understand that any amount credited to my Account(s) for items deposited using the Services is a 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 (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (2) copy or reproduce all or any part of the technology or Service; or (3) interfere, or attempt to interfere, with the technology or Service.

Compliance with Law: I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. 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(s) 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 transmitting the original check, I will endorse (sign) the back of the original check. **My endorsement will include "For Mobile Deposit Only at CFCU" or "For Mobile Deposit Only at Consumers Federal Credit Union." If your printed check contains a remote deposit check box in the endorsement section, please check the box and enter the date. You may include additional information such as your Member Account Number, and the date.** Unless we agree, you may not submit a check that is not made payable to you a check with a second endorsement. The 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 check. 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. Please contact the Credit Union if you have any questions about the image quality standards.

Rejection of Deposit: I am 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 any applicable fees to your Account(s) due to an item being returned.

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

Email Address: I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Services: I understand and agree that the Services may at times 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 branches (if applicable) or by mailing the original check to you at Consumers Federal Credit Union, 425 Neptune Avenue, Brooklyn, NY 11224. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure: Your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 4:00 p.m. and Thursday 9:00 a.m. to 6:00 p.m., Eastern Standard Time, each business day.

Funds Availability: I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Brooklyn, NY. 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 "Truth-in-Savings Disclosure and Account Agreements" a copy of which I received when I opened the membership account(s) or to request a copy please call 1-718-266-2204. It is also available online at www.consumersfcu.org.

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 it has already paid.
- 4) Other than the 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 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.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change in writing or email.
- 8) I have not knowingly failed to communicate any material information to you.

9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.

10) 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.

11) I will pay any fees associated with RDC as stated in the Credit Union's Fee Schedule which I received when I opened the membership account(s) or to request a copy please call 1-718-266-2204. It is also available online at www.consumersfcu.org.

Storage of Original Checks: I am required to securely store the original, physical paper check for a minimum of 14 calendar days. After 14 days, I agree to destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure and/or destroy the original checks.

Accountholder's Indemnification Obligation: I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' 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 thereof transmitted to 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: 1-718-266-2204 or e-mail you at: customerservice@consumersfcu.org

Limitation of Liability: I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Charges for Use of the Services: All charges associated with the Services are disclosed in your (Fee Schedule) which accompanies this Disclosure and Agreement.

Warranties I UNDERSTAND THAT THE CREDIT UNION MAKES NO 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 SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER 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 change in writing or email 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 the change.

Termination of the 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. In the event of termination of the Services, I will remain liable for all transactions performed on my Account(s).

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

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 laws of New York, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the New York.

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 errors relating to images transmitted using the Services by no later than 60 days after the applicable monthly periodic statement is mailed or otherwise provided, after which such statement regarding all deposits made through the Service shall be deemed to be correct. 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 remote 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(s) 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 "post dated."
7. Any third-party check, i.e., any item that is made payable to another party and then endorsed to me by such party, unless we agree.
8. Any duplicate items

Consequences for Violating Remote Deposit Services Agreement

The Credit Union reserves the right to suspend or revoke remote deposit service for any misuse including checks presented with evidence of alteration, the return of a check by the paying institution for the check being altered or fictitious, the return of a check by the paying institution for the reason of refer to maker, or an overdraft on your account(s), and intentional multiple deposit of the same check.

Confidentiality: I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and 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.

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 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 the 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 contractor 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.

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