

Century Federal Credit Union Remote and Electronic Deposit Services Disclosure & Agreement

In this Agreement, the words “you” or “your” mean a user of any of the Remote and/or Electronic Deposit Services (the “Service” or “Services”) described in this Remote and Electronic Deposit Services Agreement (the “Agreement”). The words “credit union” or “Century Federal” mean Century Federal Credit Union. The Century Federal Membership and Account Agreement, including the Electronic Funds Transfer Policy and the Funds Availability Policy, are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Century Federal Membership and Account Agreement, the Century Federal Membership and Account Agreement will control.

Terms and Conditions for Use of Services

You understand that by accepting this Agreement, you authorize Century Federal to deposit the items submitted to Century Federal using the Services into your Century Federal accounts, including share savings accounts, or share draft checking accounts (“Account” or “Accounts”). You agree that your use of the Services constitutes your acceptance of the Terms and Conditions of this Agreement, and that Century Federal may change the Terms and Conditions of this Agreement by notifying you of such change in writing, and that your use of any of the Services after such notification shall constitute acceptance of the change.

You agree that Century Federal, at its sole discretion, has the right to limit, suspend, terminate or revoke your use of the Services for any reason, including without limitation: a) suspected or actual fraud; b) for any action deemed by Century Federal to be an abuse of the Services; c) the deposit of returned or “bad” checks; d) failure to provide documentation, including original copies of checks, to Century Federal within the required timeline; e) failure to comply with any provision of this Agreement or the Century Federal Membership and Account Agreement.

You agree to use the Services only for their lawful intended purposes, and in compliance with all applicable laws and regulations. You shall only use the Services to deposit legitimate negotiable instruments to which you are a holder in due course. You agree to hold Century Federal harmless from any damages, liabilities, costs, expenses, attorneys’ fees, or other costs resulting in your unlawful use of the Services, or arising

from any act that is a violation of this Agreement. This indemnity will survive the termination of your Account, use of the Services, or this Agreement. You further agree that Century Federal is not responsible for any direct, indirect, punitive, consequential, or any other damages, special or otherwise, that result from an act that is in violation of this Agreement.

You agree that the use of the Services require you to provide, at your own expense, all necessary computer equipment and software, scanning equipment and software, mobile devices or equipment, and internet or cellular connectivity required to use the Services or Century Federal’s Online Banking. You agree that it is your responsibility to maintain your equipment, software and connectivity, as well for securing your equipment, mobile devices, and internet or cellular connections. You agree that Century Federal shall not be responsible for any loss, injury or damages caused by your use of your computer equipment or software, or by your internet service provider, arising from in any way your installation, use or maintenance of your personal computer equipment, software, mobile devices, or internet connectivity. You further agree that from time to time that Century Federal may make the Services temporarily unavailable due to scheduled maintenance or technical difficulties.

You agree that for the purpose of all deposits made using any of the Services the location of the deposit is North Olmsted, Ohio. You further agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, notwithstanding any conflict-of-laws doctrines of that state or any other jurisdiction to the contrary. The venue for any action brought for the use of the Services, under this Agreement, or under the Membership and Account Agreement, shall be in the courts of the State of Ohio or the Federal courts with jurisdiction over Cuyahoga County, Ohio.

You agree that all items deposited using the Services shall be fully negotiable, accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer, and indorsed by you including your signature, restrictive endorsement, account number and the words “For Mobile Deposit Only to Century Federal Credit Union”.. The image of the check transmitted to Century Federal must accurately and legibly provide, among other things, the following information: a) 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 b) 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.

You agree that Century Federal, at its sole discretion, reserves the right to accept or reject any item submitted using the Services for deposit into your accounts, and that the acceptance of any item will be provisionally deposited into your account the same day deposited.

You understand that our business days are Monday through Friday, except Saturdays, Sundays, and holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we will 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 that we are not open, we will consider that the deposit was made on the next business day we are open.

You understand that the availability of your funds is determined by Century Federal's Funds Availability Policy, which can be found in the Membership and Account Agreement, and that funds deposited to your Account may not be immediately available based on Century Federal's policies. You also agree to indemnify Century Federal from any loss the credit union suffers because of its acceptance of the item. Century Federal is not liable for any service or late charges against you because of Century Federal's rejection of any item you deposited using the Services, and you agree to be responsible for any loss or overdraft or other applicable fees charged to your Account, as described in the Century Federal Membership and Account Agreement and the current Fee Schedule, due to an item being returned.

If an item deposited using the Services is returned as unpaid funds, resulting in a negative Account balance, you agree to correct the negative balance within ten (10) calendar days from the date that the Account became negative and/or when the item(s) should have been received, whichever is earlier. If the negative balance is not corrected within the time allowed, you agree that Century Federal may take immediate collection actions against you or your Accounts, including transferring funds from another Century Federal Account of which you are an owner. You further agree that if the negative Account balance is not rectified within (sixty) 60 calendar days from the date the Account became negative, the Account may be closed, charged off as a loss to Century Federal, forwarded to a collection agency for continued collection efforts, and reported to a consumer reporting agency.

By using the Services you agree to that you will not deposit the items listed below, and any

attempt to do so will result in: a) the immediate reversal of the deposit(s) to your account; b) a possible negative Account balance; c) the assessment of any related fees as determined by the Membership and Account Agreement and the Century Federal Fee Schedule; and, d) may result in Century Federal limiting, suspending or revoking your use of the Services. You agree that Century Federal reserves the right to revise this list at any time without notice.

Unacceptable items for deposit using the Services include:

- Cash
- Item(s) deposited through an ATM, night depository, Service Center or at a Shared Branch.
- Check(s) drawn on your Century Federal Account bearing the same account number. Deposits of this nature will result in the immediate revocation of this service.
- Non-negotiable items
- Altered check: Any check that contains evidence of a change, as determined by Century Federal. This can include, but is not limited to, an item that appears to be "washed" or counterfeit.
- Foreign check: Any item that is not issued in U.S. funds (dollars).
- Savings bond(s)
- Incomplete check: An item that does not contain signature(s) of the maker, proper endorsement signature(s), and/or is missing any of the required keyed information.
- Stale dated check: A check with an issue date older than 6 months at the time of deposit. You must get a replacement check from the maker before Century Federal will accept such deposits.
- Postdated check: An item that contains a date in the future.
- Third party check: An item issued by an individual (1st party) made payable to another person (2nd party) and then signed over to a third person (3rd party).
- Check made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act.
- Check made payable to a living trust or to a trustee(s) of a living trust.
- Check to be deposited to an IRA.

Restrictive Endorsement of Deposited Items

All items deposited using the Services must be signed by the Depositor. Beneath the signature, the words "For Mobile Deposit Only to Century Federal Credit Union", must also be included on the back of the deposited item, for extra security as a "restrictive endorsement" of the item. Any deposited item that fails to have the restrictive endorsement language on the back of the item, may be rejected for deposit by the Credit Union.

Additional Terms and Conditions

You may deposit items up to your available Remote Deposit limit into your savings and/or checking account(s) remotely through Remote Deposit. Deposits are made by entering the required information during a Remote Deposit session. A Remote Deposit session occurs when you log into Remote Deposit, enter up to five (5) items for deposit, and post the total deposit amount to your account.

You may complete more than one Remote Deposit session as long as your available Remote Deposit limit is not exceeded in any one session. The total amount posted during each Remote Deposit session will be credited to your savings, supplemental savings, and/or checking account(s) on the same date as your Remote Deposit session and will normally be available within two business days.

You may deposit items up to your available daily limit into your Accounts remotely using your personal mobile or cellular device via Century Federal's Mobility mobile banking application. Use of the application is subject to acceptance of the Century Federal Mobile Deposit Application User & License Agreement (see below). You agree to retain your original check for 15 days after deposit before destroying the item, and to be responsible for the security of that item for that period of time.