

Century Federal Credit Union

Remote and Electronic Deposit Services 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 savings accounts, supplemental 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 and account number. 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 2:30 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 2:30 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, or one that expires within 10 business days of the 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 be 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, supplemental, 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.

Century Federal Credit Union Mobile Deposit Application User & License Agreement

Thank you for using the Century Federal Credit Union Eagle Mobility Services (Services) and any related Software (Software) provided by Century Federal CU (Financial Institution) combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Definitions:

As used in this Agreement and Century Federal Credit Union Eagle Mobility services, the following words have the meanings given below:

"Account(s)" means your eligible CENTURY FEDERAL credit union checking, savings, loan, certificate of deposit and other CENTURY FEDERAL credit union products that can be accessed through Eagle Mobility.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses Eagle Mobility services.

"We," "Us," and "Credit Union" means CENTURY FEDERAL credit union.

Terms and Conditions:

Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data,

the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

In order to properly use Eagle Mobility services, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Eagle Mobility services in accordance with the online instructions and agree that you will contact us directly if you have any problems with Eagle Mobility. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Eagle Mobility as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

We make no representation that any content or use of Eagle Mobility service is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Questions: You can contact us at 216-535-3200, or send a text message with the word "HELP" to this number: 59289. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider.

Privacy and User Information.

You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Century Federal Credit Union, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively User Information). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use.

You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, spam, and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets),

illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Century Federal Credit Union or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Indemnification:

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CENTURY FEDERAL credit union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Eagle Mobility.