

Sunmark FCU eDeposit User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of Sunmark Federal Credit Union’s (“us”, “our”, or “we”) e-Deposit product and/or other remote deposit capture services (“service”) that we may provide to you (“member”, “you” or “User”). Other agreements you have entered into with us, including the Account Terms & Disclosures governing your account, are incorporated by reference and made part of this Agreement.

1. **Services.** The service is designed to allow you to make deposits to your savings or checking accounts from remote locations by scanning checks and delivering the images and associated deposit information to us or our designated processor.
2. **Fees.** There is currently no charge for the service. All other fees related to deposit accounts apply. The Fee Schedule will be updated and you will be provided at least 30 days’ notice should a fee be instituted in the future. Your continued use of the service will indicate your acceptance of any such change to the fee charged for the service.
3. **Acceptance of These Terms.** Your use of the service constitutes your acceptance of this Agreement. This Agreement is subject to change by us from time to time. We will notify you of any material change via email or on our website by providing a link to the revised Agreement. Your continued use of the service will indicate your acceptance of the revised Agreement. Further, we reserve the right, in our sole discretion, to change, modify, add, or remove portions from the service. Your continued use of the service will indicate your acceptance of any such changes to the service. We reserve the right to terminate this agreement without notice at any time.
4. **Eligibility and Qualification Requirements.** To qualify for this service, you must meet eligibility criteria as dictated by us.
5. **Limitations of Service.** When using the service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning, check acceptance, etc.). We are not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you. In the event the service is not available to you, you acknowledge that you can deposit your check at a branch, in a night depository, through an ATM, or by mail.
6. **Eligible Items.** You agree to scan and deposit only checks, as check is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that you will not use the service to scan and deposit any checks or other items as shown below:
 - Checks or items initially payable to any person or entity other than you.
 - Checks or items containing obvious alteration to any of the fields 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 or item is drawn.
 - Checks or items drawn on a financial institution located outside the United States.
 - Checks or items previously converted to a substitute check, as defined in Reg CC.
 - Checks or items not payable in United States currency.
 - Checks or items dated more than 6 months prior to date of deposit.
 - Checks or items prohibited by our current procedures relating to the service or which are otherwise not acceptable under the terms of your account.
 - US Savings Bonds
 - Post dated checks
 - Starter or counter checks
 - American Express Gift Cheques
7. **Image Quality.** The image of an item transmitted to us using the service must be legible. The service allows for the electronic transmission of items only (i.e. scanned and transmitted via a secure online banking session). The image quality of the items must comply with the requirements established by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
8. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the service as “For mobile deposit only, account # _____” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the service as we may establish from time to time. You agree that the aggregate

amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other accounts you hold with us, in our sole discretion. You further acknowledge that you, and not us, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from our printing of any substitute check from those images.

9. **Receipt of Items.** We reserve the right to reject any item transmitted through the service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are not transmitted completely. An image of an item shall be deemed received when we transmit a confirmation to you that we received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. You agree that prohibited items, if deposited with us, will be deposited via an alternative method and not by using the service. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Account Terms & Disclosures governing your account. Deposited items subsequently returned to us for any reason will be processed in accordance with our normal returned item procedure.
10. **Availability of Funds.** Funds will be made available as set forth in the Account Terms & Disclosures which was provided to you when you opened your membership with us. As stated in the Account Terms & Disclosures, funds you deposit may be delayed for a longer period. We will notify you, in writing by mailing a notice to your physical address on file, if we delay your ability to withdraw funds and we will tell you when the funds will be available.
11. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to ensure that it is not represented for payment. You agree never to represent the item. You shall retain the original of all imaged items that have been deposited via the service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 90 days from the date processed, and shall properly destroy and dispose of such original checks after such time. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.
12. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the service and to modify such limits from time to time.
13. **Responsibility for Scanning.** You are solely responsible for scanning deposit items, accessing the service from us and for maintaining your own scanning equipment. Not all scanning equipment will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the service. We shall not be responsible for providing or servicing any equipment for you.
14. **Errors.** You agree to notify us of any suspected errors regarding items deposited through the service immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify us within 60 days, such statement regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
15. **Security Requirements.** To prevent unauthorized usage of the service, you agree to ensure the security of the personal computer and/or mobile device you own, and the access credentials you use to access the service.
16. **Ownership and License.** You agree that we retains all ownership and proprietary rights in the service, associated content, technology, and website. Your use of the service 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 service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. 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 service.
17. **Disclaimer of Warranties.** You agree your use of the service 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 service, 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 service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the service or technology will be corrected.

18. **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 product, goodwill, use, data or other losses resulting from the use or the inability to use the service 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 this service, regardless of the form or action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.
19. **Force Majeure.** We shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond our reasonable control.
20. **Termination.** We may immediately suspend or terminate your access to the service in the event that we reasonably determine such suspension or termination is necessary in order to protect the service or us from harm or compromise of integrity, security, reputation, or operation.
21. **User Warranties and Indemnification.** You warrant to us that:
 - You will only transmit eligible items.
 - Images will meet the image quality standards.
 - You will not transmit duplicate items.
 - You will not deposit or represent the original item once it has been scanned and sent through this service unless specifically requested to do so by us.
 - All information you provide to us is accurate and true.
 - You will comply with the Agreement and all applicable rules, laws and regulations.
 - Items you transmit do not contain viruses.

You agree to indemnify and hold harmless us from any loss for breach of this warranty provision.

22. **Other Terms.** You may not assign this Agreement. This Agreement is entered into in New York and shall be governed by the laws of the State of New York and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.
23. **Electronic Signature.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "I Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "I Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement and other notices in non-electronic form.