

CFE FEDERAL CREDIT UNION
Remote Deposit Capture Services Disclosure and Agreement

In this Disclosure and Agreement, the words "I," "me," "my" and "us" mean the member or business that uses any of the Remote Deposit Capture Services (the "RDCS") described in this Disclosure and Agreement. "CFE" means Central Florida Educators' Federal Credit Union. My use of the "RDCS" and my acceptance of the CFE "Important Account Information for Our Members" agreement and the "Deposit Availability Policy" 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 the CFE "Important Account Information for Our Members" agreement and "Deposit Availability Policy", this Disclosure and Agreement will control.

Use of the Services. By providing the link for the "RDCS" through the use of Mobile Deposit on the MyCFE Mobile Application, CFE has authorized me to remotely deposit to any of my accounts (the "Account") with CFE by electronically transmitting a digital image of any paper checks I receive from other parties. My use of the "RDCS" constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements with the indicated specifications detailed below in this section.

Upon receipt of the digital image, CFE will review the image for acceptability. I understand and agree that receipt of an image does not occur until after CFE notifies me of receipt of the image via the confirmation feature. I understand that, in the event I receive a notification from CFE confirming receipt of an image, such notification does not mean that the image contains no errors or that CFE is responsible for any information I transmit to CFE. CFE is not responsible for any image that is not received from me. Following receipt of the image, CFE may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, CFE reserves the right, within its sole and absolute discretion, to accept or reject any item for remote deposit into my Account. CFE's acceptance of my check(s) does not guarantee the check(s) will clear the payee's account. I understand that any amount credited to my Account for items deposited using the "RDCS" is a provisional credit and I agree to indemnify CFE against any loss suffered because of the acceptance of the imaged check deposits.

I understand I must, and hereby agree to, at my sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of and that fulfills my obligation to obtain, and maintain, secure access to the Internet. I understand and agree I may also incur, and shall pay, any and all expenses related to the use of, including, but not limited to, telephone service or Internet service charges. I am solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of "RDCS". I understand and agree that I am solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with and the cost thereof, and I hereby agree that I will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements.

In addition, I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, (ii) copy or reproduce all or any part of the technology or service; or (iii) interfere, or attempt to interfere, with the technology or service.

Mobile Deposit Security. I will complete each deposit promptly. If I am unable to complete my deposit promptly, I will ensure that my mobile device remains securely in my possession until the deposit has been completed. It is my responsibility to establish and maintain procedures to safeguard against unauthorized deposits. I will notify CFE immediately by telephone with written confirmation if I learn of any loss or theft of original checks. I will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in CFE's reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Guarantee Specific to Deposits Received for Credit to a Business Account. My use of the "RDCS" for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses CFE incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of an unpaid item. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with CFE enforcing this Guarantee. This Guarantee shall benefit CFE and its successors and assigns.

Guarantee Specific to Deposits Received for Personal Account. My use of the "RDCS" for the purpose of depositing to my personal account constitutes my understanding and agreement that I am personally liable for any expenses CFE incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of an unpaid item. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with CFE enforcing this Guarantee. This Guarantee shall benefit CFE and its successors and assigns.

Compliance with Law. I agree to use the "RDCS" for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if deposits are being made to my business or personal accounts. 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 CFE 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 and this Agreement.

Check Requirements. Any image of a check that I transmit to CFE 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 electronically delivering the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: the words, "**For Mobile Deposit Only to CFE FCU**" and your correct "**Account Number**". Members will be instructed through the "Remote Deposit Capture Services Disclosure and Agreement" to write "scanned" on the front of each check item processed through RDC. The electronic image of the check transmitted to CFE 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 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.

Rejection of Deposit. CFE is not liable for any service or late charges levied against me due to CFE's rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

Items Returned Unpaid. CFE will send me a written notice of transactions that are unable to be processed because of returned items. With respect to any item that I transmit to CFE for remote deposit that is credited to my Account, in the event such item is dishonored, I authorize CFE to debit the amount of the item(s) from my Account.

Unavailability of Services. I understand and agree that the "RDCS" may at times be temporarily unavailable due to CFE system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the "RDCS" are unavailable, I acknowledge that I can deposit an original check at any CFE branch or by mailing the original check to CFE Federal Credit Union, Attn: Member Services Dept., 1000 Primera Blvd., Lake Mary, FL 32746. It is my sole responsibility to verify that items deposited using the "RDCS" have been received and accepted for deposit by CFE. However, CFE will mail a notification of any items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure. I understand that CFE business days are Monday through Friday, except federal holidays. Specific hours of operation are posted at www.mycfe.com.

Funds Availability. With regard to the availability of deposits made using the "RDCS", funds will be available as set forth in the CFE Deposit Availability Policy.

Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to CFE using the "RDCS":

- 1) Each image of a check transmitted to CFE is a true and accurate rendition of the front and back of the original check, without any alteration or additions except as specified in this agreement, and the drawer of the check has no defense against payment of the check.
- 2) Each check is properly payable in accordance with applicable law, including, without limitation, Articles 3 and 4 of the Uniform Commercial Code as adopted in the State of Florida.
- 3) Each check is payable to me and has not been altered.
- 4) All signatures on each check are authentic and authorized.
- 5) With respect to each check, I have no knowledge of any insolvency proceeding commenced with respect to me or the drawer.
- 6) The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
- 7) I will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the drawer will be asked to make payment based on a check that has already been paid.
- 8) Other than the digital image of an original check that I remotely deposit through the "RDCS", there are no other duplicate images of the original check.
- 9) 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.
- 10) I am authorized to enforce each item transmitted or authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 11) I have not knowingly failed to communicate any material information to CFE.
- 12) I have possession of each original check deposited using the "RDCS" and no party will physically submit the original check for payment.

13) Files and images transmitted to CFE will contain no viruses or any other disabling features that may have an adverse impact on CFE's network, data, or related systems.

Storage of Original Checks. I must securely store each original check until CFE notifies me via the deposit history on MATT Web that my deposit has been accepted. Once I verify CFE has successfully received my deposit, I will destroy the original check after 90 days by shredding or by another commercially acceptable means of data destruction and shall indemnify CFE for any and all losses or other damages that may result from any check being deposited more than once. I understand and agree that I am responsible for any loss caused by my failure to securely control the original check(s) and expressly authorize CFE to debit my account in the amount of any check, which is deposited more than once, plus any charge-back fee.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify and hold harmless CFE from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the "RDCS" 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 CFE for deposit or a breach of this Agreement, I will immediately contact CFE regarding any such error or breach as set forth below by calling (407) 896-9411 or (800) 771-9411, or by secured message through MATT Web.

Limitation of Liability. I understand and agree that you shall be responsible only for performing the services expressly provided for this Agreement, and shall be liable only for your gross negligence or willful misconduct in performing those services. In no event shall you have any liability for any consequential, special, punitive, or direct loss or damage which I may incur or suffer in connection with this Agreement. In addition, you shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond your control. You shall not be held liable for any failure of a third party to process, credit, or debit any transaction, or for other acts of omission.

Warranties. I UNDERSTAND THAT CFE DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET SERVICE PROVIDER, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFE IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR CFE'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. CFE may change the terms and charges for the "RDCS" as indicated in this Disclosure and Agreement by notifying me of such change via the "RDCS" system and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the "RDCS" after notification of any change by CFE constitutes my acceptance of the change.

Termination of the Services. I may, by written request, terminate the "RDCS" provided for in this Disclosure and Agreement. My ability to use RDCS may be terminated without notice by CFE, in its sole discretion. In the event of termination of the "RDCS", I will remain liable for all transactions performed on my Account.

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

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 internal laws of the State of Florida, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the jurisdiction of the courts of Orange County, State of Florida. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and any post-judgment actions, as applicable.

Severability. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this agreement. If performance of the services provided for in this Disclosure and Agreement would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

Periodic Statement. Any remote deposits made through the "RDCS" will be reflected on my monthly account statement. I understand and agree that I am required to notify CFE of any alleged error relating to images transmitted using the "RDCS" by no later than 60 days after the monthly statement, that includes said transaction, has been emailed to me or otherwise sent to me by CFE. I am responsible for any errors that I fail to bring to CFE's 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 CFE below.

"Per Deposit Limit" - \$7,500.00

"Daily Deposit Limit" - \$7,500.00

"Rolling 30-Day Deposit Limit" - \$30,000.00

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the "RDCS":

- 1) Any item drawn on my Account or my affiliate's Account at CFE.
- 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 on a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" (more than six months from its date) or "post dated" (dated in the future).
- 7) Any third party check (i.e., any item that is made payable to another party and then endorsed to me by such party).
- 8) Any item purported to be a lottery or prize winning.
- 9) Any item previously submitted for deposit.
- 10) Any item that is a Savings Bond (E, EE, HH, etc.)

Confidentiality. I acknowledge and agree that confidential data relating to CFE's "RDCS", marketing, strategies, business operations and business systems (collectively, "Confidential Information") that may come into my 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 CFE's confidential information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, provision, or condition herein shall not constitute the waiver of the terms or of the terms of any other covenant, provision, or condition herein, 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, 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.