



# CREDIT UNION OF GEORGIA

## DIGITAL BANKING AGREEMENT AND DISCLOSURE

This Digital Banking Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for the digital and mobile products and services ("Digital Services") offered by Credit Union of and its third-party licensors/service providers ("Service Providers"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement and Disclosure that you have previously entered into with the Credit Union and which you may access by visiting the Credit Union's website.

The terms and conditions of your Membership and Account Agreement, as well as any loan agreements or other agreements with the Credit Union ("Related Agreements"), shall remain in full force and effect notwithstanding any provision in this Agreement to the contrary. In the event of an inconsistency between this Agreement and any of the Related Agreements, this Agreement shall control to the extent of the inconsistency.

In this Agreement, the words "you" and "yours" mean those who request and use any of the Digital Services offered by the Credit Union and its Service Providers; as well as any joint owners of Accounts accessed under this Agreement, and/or any person authorized by you to use the Digital Services. In this Agreement the words "we", "us", "our" and "Credit Union" mean Credit Union of Georgia. The word "Account(s)" means any one or more savings, checking, and loan Accounts you have with the Credit Union.

By making a request for or using the Digital Services that we offer or may offer to you in the future, you agree to the terms and conditions of this Agreement, and to any amendments to this Agreement as may be made from time to time. The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

### 1. ACCESS TO ACCOUNTS

Any member in good standing may use a personal computer or mobile device to access their Accounts. By enrolling in or using the Digital Services, you certify you are an owner, joint owner or custodian on the Account(s) represented in your enrollment.

- a. Access to Digital Services is set at an individual level. Owners, joint owners, and custodians on the Accounts should register using their own unique information to create unique login credentials. Except as expressly provided in Section 1(b) below, you understand that all owners of your Accounts or anyone with whom you share your username, password, or any access code ("Credentials"), will be deemed an authorized user; and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated Accounts, unless and until you notify the Credit Union, in writing, of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your Accounts, except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

Once enrolled, you will have access to Digital Services that are accessible seven (7) days a week, twenty-four (24) hours a day, unless an emergency exists, or scheduled system maintenance is being performed. In the event the Digital Services will not be available for any extended period of time, a notice will be posted on our website informing you of such unavailability.

b. You have the option of setting up specific permissions within your Account(s) to permit authorized subusers designated by you to have only limited access to your Account(s) without granting those designated subusers access to all your Account information (“Shared Access”). From within the digital banking platform, you may designate authorized subusers and assign to them such level of Account access and permissions as you elect, and as may be available within the platform’s functionality. Your designation of an authorized subuser will generate an e-mail to the designated authorized subuser, instructing them to create their own Credentials, which they may then use to access your Account(s) within the permissions set by you. Your grant of permission and authority to a designated authorized subuser shall remain in effect until terminated by you by your removal of the permissions within the digital banking platform. When granting permission to designated authorized subusers, you assume full and complete responsibility and liability for any and all activities initiated under the designated authorized subuser’s Credentials. Except as otherwise required by law, the Credit Union shall have no liability to you or any third party with respect to any action initiated under the Credentials of any designated authorized subuser, and you expressly agreed to hold the Credit Union harmless in connection with same.

**NOTICE: EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1(b), ANYONE WHO HAS REMOTE ACCOUNT ACCESS INFORMATION TO YOUR ACCOUNT MAY HAVE ACCESS TO ALL SUBACCOUNTS AND ANY EXTERNAL/AGGREGATED ACCOUNTS YOU HAVE ADDED FOR EITHER VIEW OR TRANSACTIONAL PURPOSES, REGARDLESS OF THE OWNERSHIP OF THE SUBACCOUNTS.**

## **2. RELATIONSHIP TO OTHER AGREEMENTS**

You agree that when you use the Digital Services, you will remain subject to the terms and conditions of the Related Agreements, as well as the terms and conditions of your agreements with your service providers, including service carriers or providers (“Other Agreements”). This Agreement does not amend or supersede any of those agreements. You understand that except as expressly set forth herein, this Agreement does not amend or supersede any of the Related Agreements or Other Agreements. You understand that the Related Agreements and/or Other Agreements may provide for fees, limitations, and restrictions which may impact your use of the Digital Services, and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree to resolve any problems with your service carriers or providers without involving us. You also agree that if you have any problems with the Digital Services, you will contact us directly.

## **3. USE OF THE DIGITAL SERVICES**

You may use the Digital Services to manage your Accounts and perform transactions and Account maintenance. Digital Services include, but are not limited to, the services listed below. The Credit Union, from time to time, may add, delete, or enhance these service offerings:

- Review Account balance and transaction history for your Accounts, including checks that have cleared, deposits credited, and pending transactions
- Transfer funds between certain Accounts within one Account number
- Conduct Account transfers to other credit union Accounts
- Deposit checks remotely
- Set up alerts

- Make loan payments
- Manage cards
- Schedule future or recurring transfers and/or payments
- Add External Accounts
- External Transfers to non-Credit Union of Georgia Accounts you own
- Download your Account information to financial management software programs
- Make bill payments to an individual or business (payee), review bill payment history, and make scheduled bill payment changes
- Communicate with us via a secured message center
- Open a new sub-account
- Apply for a loan or open a deposit Account
- Retrieve and review eStatements and eNotices
- View your credit score and credit activity
- Switch your direct deposits and automatic payments to a Credit Union of Georgia checking account

#### **4. USE OF MOBILE BANKING APPS**

Mobile Banking is a personal financial account management service that allows you to view your Account balances and recent Account activity and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. At present, you may use mobile banking to perform the same Digital Services as listed above, with the addition of Remote Deposit Capture (RDC). We may add services and features from time to time. By accepting this agreement now and installing and using the mobile application and/or any updates thereto, you agree that these terms and conditions apply to your use of Mobile Banking. To obtain the mobile application:

**For Android™:** you must download the free Credit Union of Georgia Mobile® App from the Google Play Store and enroll in Digital Services.

**For iPhone® and iPad®:** you must download the free Credit Union of Georgia App from the App Store and enroll in Digital Services.

#### **5. ALERTS**

Alerts are a tool for managing your Accounts. Alerts can be established within the digital banking platform to provide Account information via push notification, email, or text. Alerts include but are not limited to: deposit Account available balance, loan payment due date, certificate maturity date, check clearing, and debit card transactions. You can manage how you receive alerts. However, do not rely solely on Alerts for Account information. Although we make every effort to ensure Alerts are delivered as expected, there are conditions that may make the Alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. Alerts are designed to give you timely notice of specific events, but Alerts may not always provide immediate notice. Balances shown on Alerts reflect your available balance, not your actual Account balances. We recommend that the Alert service be tested prior to regular use to identify any limiting conditions that may be present. We do not guarantee the delivery of any Alert. Text and data fees may apply when using this service on your mobile device.

Your use of Alerts is at your own risk. Under no circumstances shall we or our Service Providers be liable for any type of damage, including fees resulting in any way from your use or reliance upon the Alerts service or the contents of specific Alerts. Neither we nor our Service Providers assume any responsibility for the timeliness, accuracy, reliability, deletion, mis-delivery or

completeness of any Alerts we may send you. You agree that neither we nor our Service Providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current Account information, you agree to contact us by phone directly or by accessing the digital banking platform.

**Alerts by text.** We do not charge for Text Alerts. However, your mobile service provider may charge for sending and receiving text messages on your mobile phone. Check with your service provider for details on specific fees and charges that may apply. The following terms and conditions apply to your use of the Text Alerts:

- a. You agree to provide the Credit Union with a valid mobile phone number. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from you providing us with a phone number that is not your own.
- b. You agree that we may send you text messages through your wireless provider and that you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.
- c. You agree to notify us immediately of any changes to your registered device. In case of unauthorized access to your device, you agree to cancel the enrollment associated with the device immediately.
- d. If you use any location-based feature of Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

## **6. BILL PAY SERVICES - ADDITIONAL TERMS**

The Credit Union offers Bill Pay Services through a Service Provider. All the terms and conditions set forth in this Agreement apply to Bill Pay. To apply for and enroll in our Bill Pay Service, you must agree to additional terms and conditions of service. You will be required to review and accept those additional terms and conditions at the time of your enrollment in Bill Pay.

## **7. EXTERNAL ACCOUNT TRANSFERS**

- a. **General Description.** The Credit Union offers External Accounts Transfers (“External Transfers”) through a Service Provider. External Transfers allows you to transfer funds between your personal deposit checking accounts at Credit Union of Georgia and certain deposit or investment accounts owned by you at other U.S. financial institutions (“External Accounts”). An inbound transfer moves funds from an External Account into an eligible account you own at the Credit Union (“Eligible Account”). An outbound transfer moves funds from an Eligible Account you own at the Credit Union to an External Account.
- b. **Enrollment/Eligibility.** You must be enrolled in Digital Services to use External Transfers. External Transfers may not be available for some accounts, e.g., irrevocable trust accounts, custodial accounts, guardianship accounts. You must be a member in good standing, and you must have a valid Social Security Number in order to request External Transfers. In order to use External Transfers, you must enroll External Accounts.
- c. **Verification of Identity and Account Ownership.** By enrolling External Accounts in External Transfers, you authorize the Credit Union to obtain information from any financial institution(s) holding your External Account(s) in order to confirm your access to and/or

ownership of such accounts. You also authorize the Credit Union to request information regarding you and your External Accounts from other third-party sources to verify your identity and account ownership, to protect against fraud, to confirm your pattern of use or exceptional use, to comply with applicable law, and/or as otherwise reasonably necessary in order for the Credit Union to provide the External Transfers service to you.

The Credit Union is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the External Accounts, or to confirm that your Credit Union deposit accounts and the External Account(s) are held in the same name and/or legal capacity. You represent and warrant your Credit Union accounts and the External Account(s) are held in the same name or legal capacity and/or you have the authority to make deposits to and withdrawals from such account(s). You agree to provide true, accurate, current, and complete information about yourself and your External Accounts. You agree to not misrepresent your identity or your account information.

When we enable External Transfers, we will advise you of what your verification method will be. You will be asked to provide proof that you are authorized on the External Account. You will be required to login to the External Account using the credentials you have established for that External Account and validate your ownership of the External Account. This proof may include providing your account information and additional information to validate your ownership of the External Account, or in the alternative, your External Account may receive two (2) small ACH credits for an undisclosed amount, and you will need to enter the amount of the credits in the "Manage External Transfer" section of Digital Banking within seven (7) business days in order to complete the verification process. We reserve the right to require other methods of verification which we deem acceptable in our sole discretion.

- d. **Means of Transfer.** The External Transfers service is available for funds transfers to verified accounts in the United States only and transfers are made in U.S. dollars only. You understand the Credit Union has a variety of banking channels and means by which to make External Transfers. In most cases the Credit Union will use the ACH Network to execute your requests, however the Credit Union specifically reserves the right to utilize other methods of transfer.

You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to affect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America.

The Credit Union reserves the right to terminate or suspend your access to the External Transfers Service should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

- e. **Initiating and Scheduling Transfers.** After the verification process is complete, you may begin establishing transfers. External Transfers can be scheduled on either a one-time or a recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Transfers may be scheduled in advance. The

recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$500 transfer from an External Account to your Credit Union of Georgia Eligible Account every other week on a specified weekday.

For one-time and recurring transfers, you will be asked to select the date that you want us to initiate the processing of the transfer.

One-time future-dated or recurring transfers scheduled for a weekend, or a non-business day will be processed on the next business day.

The cut-off time for transfers is 4:00 p.m. Eastern Standard Time. Any transfer entered after this time will be considered as being initiated on the next business day.

Business Days: Monday through Friday, excluding federal holidays.

f. **Dollar and Transaction Limits.**

Daily Inbound Transfer Limits: The maximum total dollar amount for transfers from External Accounts to a Credit Union of Georgia Eligible Account is \$2,500.00 per day.

Daily Outbound Transfer Limits: The maximum total dollar amount for transfers from Credit Union of Georgia to External Accounts is \$2,500.00 per day.

Dollar limits may be adjusted at any time by the Credit Union based on your account transactions, and such other factors as the Credit Union may determine to apply in its sole discretion. You agree that in the event that we determine that there are risks associated with an External Transfers transaction, or if we determine that you no longer qualify for this service, we may delay or cancel any transfer, or request that you contact us to provide additional details on the transfer before it is initiated or funds are released.

We will use the date the transaction is scheduled to occur (as opposed to the date you initiate it) to apply these limitations.

Questions regarding the dollar or transaction limit relating to a specific transfer should be directed to the Credit Union at 678.486.1111.

g. **Processing Transfers.** A transfer remains In Process until fully processed and its status will appear as "Pending". Transfers are listed as Pending based on the timing of the scheduling and the date the payment will process:

- One-time immediate transfers process at the next half hour processing time. Once processed, the transfer is no longer considered pending and does not show on this screen.
- One-time future-dated transfers are pending until the first processing time on the scheduled date. Once processed, the transfer is no longer considered pending and does not show on this screen.
- Recurring transfers (displaying the next scheduled date) are pending until the transfer expires.

You agree that we may cancel a transfer, without prior notice, in the event that:

- Any of your accounts with the Credit Union are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient available funds with respect to any Credit Union deposit account during the last three months.
- You have had any prior transfer canceled, revoked, or uncompleted due to reasons such as insufficient funds, revoked authorization, stopped payments, or frozen account.

The Credit Union will not be liable to you if we do not provide notice to you of rejection of a transfer.

- h. **Inbound Transfers.** For inbound transfers, you agree that you will only attempt to register External Accounts that you own or for which you have the authority to transfer funds.

Generally, inbound one-time immediate transfers established before 4:00 p.m. Eastern Standard Time post the next business day. Immediate transfers established after the cutoff time post in two business days. While the Credit Union will make all reasonable efforts to ensure your transfer requests are processed in a timely manner, the Credit Union expressly reserves the right to hold funds beyond the periods set forth in this section.

- i. **Outbound Transfers.** You agree that you will have sufficient available funds in the designated Eligible Account to cover all outbound transfers on the date scheduled. If your Eligible Account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you will be liable for any overdraft and NSF fees, as set forth in your account agreement and the Credit Union Fee Schedule. The fact that we may honor outbound transfer requests that overdraw the available account balance does not obligate us to do so later. Regardless of whether or not we elect to initiate the transfer, you agree to pay all related fees as disclosed in your account agreement and Fee Schedule.

Generally, outbound one-time immediate transfers established before 4:00 p.m. Eastern Standard Time post the next business day. Immediate transfers established after the cutoff time post in two business days.

While the Credit Union will make all reasonable efforts to ensure your transfer requests are processed in a timely manner, the Credit Union expressly reserves the right to hold funds beyond the periods set forth in this section.

- j. **Unsuccessful, Rejected, Delays and Cancellations.** If an External Transfers transfer fails to be executed, the Credit Union will notify you of via e-mail, U.S. mail, or through messages delivered through the External Transfers service. The method of notification shall be in the Credit Union's sole discretion.

The Credit Union may reject any request for transfer at any time for any reason, at its sole discretion. If the Credit Union rejects an External Transfers transfer request for any reason, you will be informed during your online session or via a secure message within our digital banking platform soon thereafter.

Subject to the limitations included herein, you can cancel one-time future-dated and recurring transfers prior to processing by selecting the “Pending Transfers” category within the External Transfers area of digital banking, and then pressing the “delete” link next to any listed pending transfer. You cannot cancel transfers that are processed. We may, however, at our option attempt to cancel the transaction. While the easiest way to cancel a transfer is through the above-described method, you may request to cancel a one-time future-dated or recurring transfer by calling us at 678.486.1111. If you call, we may also require you to submit your request in writing and get it to us within 14 days. You may not call and cancel an In Process or Processed transfer.

You may cancel or amend a transfer request only if the Credit Union receives your notice of such cancellation or amendment prior to the execution of the transfer and at a time which provides the Credit Union with a reasonable opportunity to act upon such notice. The Credit Union will not be liable to you for any loss resulting from the failure of another financial institution to agree to the recall or amend of your transfer request.

The Credit Union will not be responsible for any delay, failure to execute, or failed execution of a transfer request due to circumstances beyond its control, including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your request or execution of such request, whether caused by power failures, equipment malfunctions, or acts or omissions of any intermediary beneficiary financial institution. The Credit Union makes no warranties, express or implied, including the failure of any intermediary or beneficiary financial institution to credit you or your beneficiary with the amount of the external funds transfer after receipt of same with respect to any matter.

- k. **Information Relied Upon by the Credit Union.** You acknowledge and agree the Credit Union is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or the name of financial institution holding your External Account. You understand and agree if your instructions identify an External Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your External Accounts may not investigate discrepancies between names and numbers. In addition, you agree that the Credit Union has no responsibility to investigate discrepancies between names and account numbers in this or any other instance.
- l. **Transfer and Related Fees.** You agree to pay all transfer and related fees, e.g., NSF, stop payment, and research fees, as published from time to time in the Credit Union Fee Schedule.
- m. **Your Responsibility for Errors.** You understand the Credit Union must rely on the information provided by you and you authorize the Credit Union to act on any transfer request or instruction which has been or reasonably appears to have been sent by you. You understand financial institutions receiving the transfer instructions may rely on such information. The Credit Union is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You also understand if you provide the Credit Union with incorrect information, or if there is any error in your transfer request or other instruction, the Credit Union will make all reasonable efforts to reverse or delete the transfer request and/or instructions; but you



accept full responsibility for losses resulting from your or any errors, duplication, ambiguities, or fraud in the information you provide. You agree not to impersonate any person or use a name you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- n. **The Credit Union's Liability.** If the Credit Union fails to timely initiate a transfer request or other instruction, causes an incorrect amount to be removed from an account, or causes funds from an account to be transferred to any account other than the account specified in the applicable transfer instruction, the Credit Union shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. However, the Credit Union shall not be responsible where the failure is the result of another your financial institution's system except as may be otherwise required by law, the Credit Union shall not be liable for any losses and damages other than those arising from its gross negligence or willful misconduct. The Credit Union shall not be liable under any circumstances for any losses or damages if, through no fault of the Credit Union, you do not have sufficient available funds to make the transfer and the transfer is not completed, is later reversed, if your financial institution does not permit the transfer, or the transfer would exceed the credit limit on any applicable overdraft line.

The Credit Union is not responsible for any losses or damages incurred where circumstances beyond the Credit Union's control prevent the Credit Union from making a transfer or if the Credit Union's website was not working properly and you knew about the breakdown when you initiated the transfer.

- o. **Suspension and Reinstatement of External Transfers Service.** In the event the Credit Union, at any time, incurs a problem with your use of the External Transfers service, including without limitation, a failure to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy the Credit Union may have under these terms and conditions or otherwise, the Credit Union reserves the right to suspend your use of the External Transfers service, immediately, and without prior notice to you. You understand and agree such action is reasonable for the Credit Union to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of the External Transfers service by calling 678.486.1111, or by writing to us at Credit Union of Georgia, P.O. Box 788, Acworth, GA 30101. The Credit Union reserves the right, in its sole discretion, to grant or deny reinstatement of your use of the External Transfers service. In the event the Credit Union agrees to reinstate the External Transfers service, the Credit Union reserves the right to reinstate the External Transfers Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the External Transfers service, the Credit Union may, in its sole discretion, thereafter, restore your ability to effect transfers subject to higher limits as then may be in effect.
- p. **Disclaimer of Warranties and Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT THE EXTERNAL TRANSFERS SERVICE IS PROVIDED "AS-IS;" EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS OTHERWISE REQUIRED BY LAW. THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE USE OF THE FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, ANY MATERIAL

AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE DIGITAL BANKING AGREEMENT AND DISCLOSURE OF WHICH THESE TERMS AND CONDITIONS ARE A PART. THE CREDIT UNION AND ITS LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

- q. **Amendment.** We reserve the right to change the terms and conditions upon which External Transfers is offered. We will notify you before the effective date of any change, as required by law. Your use of External Transfers is subject to existing regulations governing your Credit Union accounts and any future changes to those regulations.
- r. **Termination.** We reserve the right to terminate your External Transfers privileges without notice if you are in violation of these terms and conditions or if you are using External Transfers in a manner inconsistent with these terms and conditions. You may cancel External Transfers at any time by calling 678.486.1111, or by writing to us at Credit Union of Georgia P.O. Box 788, Acworth, GA 30101. We are not responsible for any transfer made through External Transfers before we have a reasonable opportunity to act on your notice of termination. You remain obligated for any payments made on your behalf.

#### **8. REMOTE DEPOSIT CAPTURE (RDC) ADDITIONAL TERMS (see attached RDA Addendum & Disclosure)**

The Credit Union offers a digital deposit service (“Remote Deposit”) through a Service Provider. Remote Deposit permits you to make deposits to your Accounts using compatible and supported mobile phones and/or other compatible and supported mobile devices. All of the terms and conditions set forth in this Agreement apply to Remote Deposit. You will be presented, and must agree to, additional terms and conditions of service. You will be required to review and accept those additional terms and conditions at the time of your enrollment in Remote Deposit.

#### **9. YOUR REPRESENTATIONS AND WARRANTIES**

- a. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Digital Services. You represent and agree that all information you provide to us in connection with your use of the Digital Services is accurate, current, and complete, and that you have the right to provide such information to us. You agree that you will not misrepresent your identity or your Account information. You agree to keep your Account information up-to-date and accurate. You authorize us to debit your Account for any transactions processed through Digital Services, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your Accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- b. You represent and warrant that you will not copy, reproduce, distribute, or create derivative works from the Digital Services technology. You further represent and warrant that you will not reverse engineer or reverse compile any Digital Services technology, including but not limited to, any software or other mobile phone applications associated with the Digital Services. You agree not to use the Digital Services or the content or information delivered through the Digital Services in any way that would infringe any third- party copyright, patent, trademark, trade secret, or other proprietary rights or rights of

publicity or privacy, under the laws of any jurisdiction, including any rights in the Digital Services software.

- c. You represent and warrant that all transactions that you initiate by use of the Digital Services are legal in the jurisdiction where you live and/or where the transaction occurred. You represent and warrant that you will not use the Digital Services for any illegal or unlawful transaction, including but not limited to: (i) false, misleading, inaccurate and/or fraudulent transactions or those that involve the sale of counterfeit or stolen items; (ii) the use of digital access to impersonate another person or entity; (iii) violation of any law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (v) potentially be perceived as illegal, offensive or objectionable; (vi) interfere with or disrupt computer networks connected to Digital Services; (vii) interfere with or disrupt the use of the Digital Services by any other user; or (viii) use the Digital Services in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Digital Services, regardless of the purpose of the use, and for all communications you sent through the Digital Services. You acknowledge and agree that we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.
- d. You represent and warrant that you will not use the Digital Services for communications or activities that: (i) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (ii) defame, abuse, harass or threaten others; (iii) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (iv) impose an unreasonable or disproportionately large load on our infrastructure; (v) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (vi) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Electronic Service or the portion of the website through which the Digital Services are offered without our prior written permission; (vii) constitute use of any device, software or routine to bypass technology protecting the Site or Electronic Service, or interfere or attempt to interfere, with the website or the Digital Services; or (viii) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors.
- e. You agree that the Digital Services are for personal use only. You agree not to resell or make commercial use of the Digital Services.
- f. You agree that our Service Providers (including any provider of software) may rely upon your agreements and representations, set forth in this subsection, and such Service Providers are, for the purposes of this subsection, third-party beneficiaries with the power to enforce those provisions against you, as applicable.

## 10. SECURITY

- a. **Security of Credentials.** Any Credentials that you select are for your security. Your Credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping your Credentials. You agree not to disclose or otherwise make your Credentials available to anyone not authorized to sign on your Accounts. If you authorize anyone to have or use your Credentials, you understand that person may use the Digital Services to review all of your Account information and make Account transactions. Also, you are responsible for all bill payments, transfers, or other transactions you authorize using the Digital Services.

We are entitled to act on transaction instructions received using your Credentials and you agree that the use of your Credentials will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Credentials in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Credentials immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized, and your Credentials are changed. If you fail to maintain or change the security of your Credentials and the Credit Union suffers a loss, we may terminate your ability to use the Digital Services immediately.

- b. **Joint Accounts.** If any of the Accounts that you enroll in the Digital Services is a joint account, you represent that your joint account holder has consented for you to use that Account. We will terminate your use of any Digital Services if any joint account holder notifies us that (i) the joint account can no longer be operated on your instructions alone, or (ii) they are withdrawing consent for you to operate the joint Account.

## 11. SERVICE LIMITATIONS AND REQUIREMENTS

The following limitations and requirements may apply to your use of Digital Services transactions.

- a. **Transfers.** At the present time, it is the Credit Union's policy to permit you to transfer or withdraw up to the available balance in your Account, or up to the available credit limit on a line of credit at the time of the transfer, except as may be limited by the Credit Union. Please contact the Credit Union for information regarding these limits. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
- b. **Available Balance.** The Credit Union reserves the right to refuse any transaction that would draw upon insufficient available funds, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account. For information on how we calculate your available balance, please refer to the "Overdrafts" section of the Membership and Account Agreement disclosure.
- c. **Account Information.** The actual and available Account balances and transaction history may be limited to recent Account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy. For information on how we calculate your actual and available Account balances, please refer to the "Overdrafts" section of your Membership and Account Agreement disclosures.

- d. Email. You may use email to send messages to us. Email may not, however, be used to initiate a transfer on your Account(s). The Credit Union may not immediately receive email communications sent by you; therefore, the Credit Union will not act based on email requests until we receive your email and have had a reasonable opportunity to act. You should refrain from sending confidential Account or personal information through a non-secure email connection. Also, the Credit Union will never send emails or text messages requesting personal or Account information. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request by calling the Credit Union at 678.486.1111.

## **12. PERIODIC STATEMENTS; YOUR LIABILITY**

You will not receive a separate statement regarding transactions you complete using the Digital Services. All transactions will appear on the periodic statement for the Account(s) that have been accessed and transactions performed via the Digital Services. It is your responsibility to promptly examine each periodic statement carefully and reconcile the Account. If there are any discrepancies, errors, or other items that you have questions about, you should notify us immediately by calling the Credit Union at 800.837.4562. Except as expressly provided for elsewhere or by applicable law, you have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement and Account information or fail to report discrepancies, errors, forgeries, alterations, or other items that you question to the Credit Union within 60 days of the information being made available to you for your review or the date of the periodic statement containing such items, whichever is later.

## **13. FEES AND CHARGES**

The fees and charges for the Digital Services are outlined in this Agreement and on the Fee Schedule. We may change our Fee Schedule at any time. If we make a change, you will be notified in writing as required by applicable law.

## **14. WARRANTY DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, THE CREDIT UNION AND ITS THIRD-PARTY LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NEITHER THE CREDIT UNION NOR ITS LICENSORS AND SERVICE PROVIDERS WARRANT THAT THE ELECTRONIC SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS. NEITHER THE CREDIT UNION NOR ITS LICENSORS MAKE ANY WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, OR ANY HARDWARE OR OTHER MATERIALS NOT PROVIDED BY THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS. NEITHER THE CREDIT UNION NOR ITS LICENSORS OR SERVICE PROVIDERS HAVE ANY OBLIGATION TO MAINTAIN OR SUPPORT THE DIGITAL SERVICES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

## **15. LIMITATION OF LIABILITY**

YOU AGREE THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE ENTIRE LIABILITY OF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$100.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL THE CREDIT UNION, ITS LICENSORS, SERVICE PROVIDERS, OR THEIR

SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE DIGITAL SERVICES (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL THE CREDIT UNION AND/OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES EVEN IF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE CREDIT UNION'S OR LICENSORS'/SERVICE PROVIDERS' NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

#### **16. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Credit Union, its Licensors and Service Providers, their suppliers, and their resellers from and against any liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the Digital Services.

#### **17. NOTICES TO YOU**

You agree that we may provide notice to you by posting it on the website, sending you an in-product message within the Digital Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Digital Services setup or member profile. For example, users of Digital Services may receive certain notices (such as notices of processed payment instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us at 678.486.1111; in writing to us at Credit Union of Georgia, P.O. Box 788, Acworth, GA 30101. via email at [Contactus@CUofGA.org](mailto:Contactus@CUofGA.org); or by visiting any Credit Union of Georgia branch. We reserve the right to terminate your use of the Digital Services if you withdraw your consent to receive electronic communications.

#### **18. TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number including those made by use of an automatic telephone dialing system ("ATDS"), and/or emails from us for account servicing and collection purposes (including identify verification). You acknowledge and agree that such telephone calls include but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents.

#### **19. TERMINATION OF SERVICES**

You agree that we may terminate this Agreement and the Digital Services, if you, or any authorized user of the Digital Services or your Credentials breach this Agreement or any of the

Related Agreements: or if we have reason to believe that there has been an unauthorized use of your Accounts or Credentials. In addition, we reserve the right to terminate the Digital Services if you fail to use the Digital Services for more than two consecutive months. You or any other party to your Account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following our receipt of your written notice. However, monthly fees, when applicable, will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## **20. ENFORCEMENT; ARBITRATION**

- a. **Arbitration.** This Agreement is subject to the Resolution of Disputes by Arbitration provision of the Membership and Account Agreement.
- b. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your Accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your Account without prior notice to you.
- c. This Agreement shall be governed by and construed under the laws of the state of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on Accounts accessed under this Agreement, the prevailing party shall be entitled to, subject to Georgia law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable
- d. If you are in breach of this Agreement or any Related Agreement, or we suspect fraudulent activity on your Account, we may, without prior notice, restrict access to your Accounts or suspend your Digital Services or access devices, including ATM or debit cards. Such restrictions may continue until you cure any breach, condition or any fraud condition is resolved.
- e. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.
- f. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **21. MISCELLANEOUS**

- a. We reserve the right to change the terms and conditions upon which Digital Services are offered. The Credit Union will notify you before the effective date of any change, as required by law. Use of Digital Services is subject to existing regulations governing your Credit Union Accounts and any future changes to those regulations.

- b. We reserve the right to modify the scope and functionality of the Digital Services at any time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Digital Services as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Digital Services or any access device.
- c. We may offer the Digital Services through one or more Service Providers with whom we have contracted. You agree that we have the right under this Agreement to delegate to our Service Providers certain rights and performance obligations that we have under this Agreement, and that our Service Providers will be intended third-party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.
- d. All marks and logos related to the Digital Services under this Agreement are either trademarks or registered trademarks of us or our licensors or Service Providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors or Service Providers. You may not copy, imitate, or use any of the above without our prior written consent. All right, title, and interest in and to the Digital Services, the portion of the website through which the Digital Services are offered, the technology related to the website and the Digital Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors and Service Providers.
- e. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Digital Services and the portion of the platforms through which the Digital Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us.
- f. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- g. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- h. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.



## REMOTE DEPOSIT AGREEMENT AND DISCLOSURE

This Remote Deposit Agreement and Disclosure ("Agreement") provides information about and contains terms and conditions governing your use of the Remote Deposit service offered by Credit Union of Georgia and its third-party licensors and service providers ("Service Providers"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement/Disclosure that you have previously entered into with the Credit Union.

The terms and conditions of your Membership and Account Agreement, Digital Banking Agreement and Disclosure, and any disclosures as well as any other agreements with the Credit Union ("Related Agreements") shall remain in full force and effect notwithstanding any provision in this Agreement to the contrary. In the event of an inconsistency between this Agreement and the Related Agreements, this Agreement shall control to the extent of the inconsistency.

You understand that by using the Remote Deposit service you agree to the terms and conditions set forth in this Agreement, as amended from time to time.

### A. General Terms and Conditions.

- 1. Remote Deposit Service Description.** Remote Deposit provides you the ability to access and make deposits to your designated eligible Accounts using a compatible mobile device to capture an image of original paper checks ("Original Checks") that are drawn on or payable through U.S. financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to the Credit Union for deposit into a designated eligible Account.
- 2. Eligibility.** You must be a Credit Union member in good standing and meet other predetermined qualifying factors to qualify for use of Remote Deposit. You must have a mobile device compatible with our digital banking platform and access to telecommunication services necessary for the services. Application upgrades may be required from time to time for continued use of the service.
- 3. Acceptance of these Terms.** Your use of Remote Deposit is subject to the terms and conditions set forth in this Agreement, and your use of Remote Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change as may be required by law. Your continued use of Remote Deposit will indicate your acceptance of the revised Agreement. If you do not wish for this Agreement to apply to a given Original Check you wish to deposit, you must not deposit it through Remote Deposit.
- 4. Other Agreements.** The terms and conditions of the Related Agreements and each of your loan agreements also apply to transactions conducted through Remote Deposit. If this Agreement is inconsistent with any other applicable agreement, the terms of this Agreement shall apply.

5. **Laws, Rules and Regulations.** You agree to abide by and comply with all local, state and federal laws, rules and regulations which are in existence as of the date of this Agreement and as amended from time to time.

## **B. The Service.**

1. **The Remote Deposit Capture Process.** You will create an electronic image by scanning the fronts and backs of properly endorsed Original Checks with a compatible mobile device. You will transmit an electronic file containing these electronic images to the Credit Union, and we will deposit the items to your account. We will perform an image quality assessment of the scanned items and process those items meeting our required standards for deposit and collection.
2. **Funds Availability.** Original Checks deposited through Remote Deposit are **not** subject to the Funds Availability Disclosure as set forth in our Membership and Account Agreement which govern the use of your account(s). In many cases funds deposited via Remote Deposit will be immediately available for your use, however we specifically reserve the right to place a hold on any funds deposited via Remote Deposit. You agree to receive notice of holds and delays via the email address provided to us or as otherwise provided by you to us. If you will need funds from a completed deposit in accordance with our Funds Availability Disclosure, we recommend that you deposit the items involved in person at one of our branch locations.
3. **Receipt of Items.** You acknowledge and agree that the scanning and transmitting of Original Checks does not constitute receipt by Credit Union. Original Checks deposited through Remote Deposit shall be deemed to be received by us at the time our system indicates a successful transaction is completed. You expressly acknowledge and agree that an acknowledgment of receipt or delivery does not constitute an acknowledgment by us that your transmission does not contain errors.
4. **Acceptance of Deposit.** You agree that we may at any time, in our sole discretion, refuse to accept deposits of Original Checks from you through Remote Deposit. In the event the Remote Deposit is interrupted or otherwise unavailable, or in the event any Internet connection involved in the process is not functioning properly, you may, at your option, deposit the Original Checks in person at one of our branches or by any other mutually agreed upon method of deposit. In the event such items are not deposited by means of Remote Deposit, such deposit shall not be subject to this Agreement. In most cases, after you complete a deposit, you will be notified through the application that the deposit has been accepted or rejected. In some cases, you may be notified via telephone and/or email if an item is rejected or requires rescanning, or if we make an adjustment to your deposit. If you believe there is a problem, you must contact us at your earliest opportunity during our normal business hours..

## **C. Your Account.**

1. **Designated Account.** You will designate a Credit Union account ("Account") as the settlement account to be used for the purposes of settling, in aggregate, the financial

transactions requested by you in connection with Remote Deposit. We will provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of Remote Deposit. You shall be responsible for the review, auditing and balancing of your Account.

- 2. Responsibility for Scanning.** You are solely responsible for the proper endorsement and scanning of items and for maintaining your mobile device and/or other equipment used in connection with Remote Deposit. You accept any and all risks related to such equipment and devices, and for Internet connections. You are responsible for the payment of all telecommunications expenses associated with your use of Remote Deposit. We are not responsible for providing or servicing any equipment you use to access or use Remote Deposit.
- 3. Deposit Requirements.** You agree that you will use Remote Deposit only to deposit Items drawn on financial institutions within the United States, excluding its territories. No items issued by a governmental unit or agency, items payable to more than one person, and no third-party Item (i.e., an Item that was not initially payable to you) may be deposited through Remote Deposit. Each Check Image shall be of a quality that will permit the following information to be clearly read and understood:
  - the amount
  - the payee
  - the signature of the drawer
  - the date
  - the Original Check number.
  - the information identifying the drawer and the paying financial institution that is preprinted on the Original Check, including the MICR line
  - all other information placed on the Original Check prior to the time an image of the item is captured, including any required identification written on the front of the Original Check and any endorsements on the back of the item

You are solely responsible for the proper endorsing of all Original Checks.

- 4. Exception Items.** The Credit Union may, in its sole and absolute discretion, reject any Check Image it determines to be ineligible for Remote Deposit ("Exception Item"), including, but not limited to, Check Images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, Check Images that are illegible, Check Images of Original Checks previously processed, Check Images previously converted to substitute checks, and Check Images with unreadable MICR information. You may be notified via email of Exception Items, but you also agree that you will review your Account to determine that items you have deposited through Remote Deposit have been credited to your Account before attempting to make use of such funds. You further agree that if you want to deposit any Exception Item to your Account, you will only do so by depositing the Original Check upon which the Exception Item is based. You acknowledge and agree that even if we did not initially identify Check Image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank, or for other reasons.

Our failure to identify an Exception Item shall not preclude or limit your obligation to us.

- 5. Item Retention.** You agree that you are solely responsible for custody and control of all Original Checks. You further agree that you will handle all Original Checks pursuant to the terms and conditions of this Agreement. Once we have received your transmission of Check Images for deposit to your Account, we will acknowledge by electronic means our receipt of your transmission. Your electronic transmission is subject to proof and verification. You must retain the original of all Original Checks you have deposited through the Service for sixty (60) days after the day of deposit (the "Retention Period"). The risk of loss due to the unavailability of the original or copy of an Original Check for any reason, during the Retention Period, shall be exclusively on you. If we request that you provide us with an Original Check during the sixty (60)-day period referenced above and you are unwilling or unable to do so, we may deduct from your Account the amount of any loss we suffer, or otherwise require you to reimburse us for such amounts,
- 6. Item Destruction.** You agree that you are fully responsible for the destruction of Original Checks. You agree to use commercially reasonable methods to destroy Original Checks after the required Retention Period has expired. You agree to destroy and dispose of the Original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You agree that you will implement procedures to ensure that Original Checks are not accessed by unauthorized persons during the storage, destruction and disposal process and that once destroyed, Original Checks are no longer readable or capable of being reconstructed. The risk of loss associated with the accidental inclusion of a physical Item in the check collection process, or with a lost, destroyed, stolen or misplaced item shall be exclusively on you.
- 7. Presentment Prohibitions.** You agree that you will not deposit Original Checks through Remote Deposit that are:
  - Payable to any person or entity other than you
  - Prohibited by, or received in violation of, any law, rule or regulation
  - Known to you or should be known to you to be fraudulent or otherwise not authorized by the owner of the account on which the item is drawn
  - Original Checks previously cashed or deposited
  - Post-dated or more than six (6) months old
  - Payable to cash
  - Irregular in any way
  - Original Checks that do not bear a signature of the person on whose account the Item is drawn or
  - Drawn on financial institutions located outside the United States

#### **D. Your Representations and Warranties.**

- 1. Representations and Warranties.** You represent and warrant that all Original Checks transmitted through Remote Deposit will comply with any and all federal and state laws, and rules and regulations applicable to online transactions and the use of Remote Deposit including but not limited to, rules and regulations relating to the National Automated Clearing House for ACH transactions. You further represent and warrant:

- Original Checks deposited through Remote Deposit shall be payable to and properly endorsed by you
  - all signatures on all Original Checks are authentic and authorized; and
  - no Original Check deposited through Remote Deposit has been altered
2. **Financial Responsibility.** You acknowledge and agree that you are solely responsible for any and all financial risks associated with your use of Remote Deposit. You assume exclusive responsibility for the consequences of any instructions you give the Credit Union, for your failure to access and/or properly use Remote Deposit in the manner prescribed by the Credit Union, and for any failure by you to provide accurate input information.
3. **Your Liability for Overdrafts.** You acknowledge you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned. In the event any item that you transmit for Remote Deposit that is credited to your Account is dishonored, you authorize us to debit the amount of such item from your Account. For additional information regarding your liability for overdrafts, please refer to the “Overdrafts” section of the Membership and Account Agreement and Disclosures.
4. **Periodic Statement and Your Duty to Report Errors.** Any deposits made using Remote Deposit will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us of any suspected error relating to Check Images transmitted using Remote Deposit no later than 60 days after the date of the statement. Except as may otherwise be required by law, you are responsible for any Remote Deposit-related errors that you fail to bring to our attention within such time period. Upon request, you agree to provide us with copies of Check Images (or Original Checks, if available), to facilitate our investigations related to unusual transactions or poor quality transmissions, or to resolve disputes.
5. **Warranties.** In using Remote Deposit, you perform the function of converting an Original Check into an electronic format. In doing so, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications related to such a conversion, including but not limited to all of the following:
- a. Each Check Image transmitted to the Credit Union is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Original Check has no defense against payment.
  - b. The amount, the payee, signature(s), and endorsement(s) on the Original Check are legible, genuine, and accurate.
  - c. You 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 item such that the person will be asked to make payment based on an item it has already paid.

- d. Other than the image of an Original Check that you remotely deposit through Remote Deposit, there are no other duplicate images of the Original Check.
- e. You 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.
- f. You are authorized to enforce each Original Check transmitted or are authorized to obtain payment of each Original Check on behalf of a person entitled to enforce the item.
- g. The information you provided remains true and correct and, in the event any such information changes, you will immediately notify the Credit Union of the change.
- h. You have not knowingly failed to communicate any material information to the Credit Union.
- i. You have possession of each Original Check deposited using Remote Deposit and no one will submit, or has submitted, the Original Check for payment.
- j. Check Images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related systems.

**E. Remote Deposit Fees.** You agree to pay all fees and charges for Remote Deposit as set forth in our Fee Schedule. All fees are subject to change by us upon thirty (30) days written notice to you.

**F. Disclaimer of Warranties; and Limitation of Liability.**

**1. Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT REMOTE DEPOSIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF REMOTE DEPOSIT. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS MAKE ANY, AND EXPRESSLY DISCLAIM, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING REMOTE DEPOSIT INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION AND ITS SERVICE PROVIDERS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF REMOTE DEPOSIT, INCLUDING, BUT NOT LIMITED TO, THAT REMOTE DEPOSIT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS, AND YOU HEREBY ASSUME ALL RISKS RELATING TO SAME.

- 2. Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE CREDIT UNION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF THE SERVICE OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO THE SERVICE. THE CREDIT UNION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. THE CREDIT UNION SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, THE AMOUNT, ACCURACY, OR TIMELINESS OF TRANSMITTAL, OR THOSE OF ANY PERSON, INCLUDING, WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR TRANSMISSION OR COMMUNICATIONS FACILITY, AND NO SUCH PERSON SHALL BE DEEMED THE CREDIT UNION'S AGENT. YOU AGREE TO INDEMNIFY THE CREDIT UNION AGAINST ANY CLAIMS, DAMAGES, LOSS LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE CREDIT UNION IS RESPONSIBLE FOR ANY ACT OR OMISSION OF YOURS, OR ANY OTHER PERSON DESCRIBED IN THIS PARAGRAPH. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

**G. Your Indemnification Obligation.** You agree to indemnify, defend and hold harmless the Credit Union, its Service Providers, and each of their respective shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions of third parties, including, but not limited to, reasonable attorneys' fees, resulting or arising from:

- Your failure to abide by or perform any obligation imposed upon you under this Agreement
- the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Remote Deposit;
- the actions, omissions or commissions of you, your employees, consultants and/or agents relating to Remote Deposit; and
- any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith.

**H. Miscellaneous**

- 1. Force Majeure.** The Credit Union is not 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.
- 2. Termination.** This Agreement and your use of Remote Deposit may be immediately

terminated if your use of the service is in a manner that violates any local state or federal law, or any term of this Agreement or any other applicable agreement between you and the Credit Union. Notwithstanding any such termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon termination of this Agreement you: (1) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (2) will cease any and all use of the Application; and (3) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

- 3. Notices.** Notifications required by this Agreement are to be directed to the Credit Union at the address listed below.

Credit Union of  
Georgia  
4178 Jiles Rd. Suite 100  
Kennesaw, GA 30144

**Enforcement; Arbitration.** This Agreement shall be governed by and construed under the laws of the State of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. You understand and irrevocably agree that any legal action arising out of or in connection with your Account or this Agreement, its enforcement, or our Services, shall be subject to mandatory arbitration in the manner set forth in the Mandatory Arbitration of Disputes and Claims provision of the Membership and Account Agreement, which is incorporated here by this reference. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.