

MOBILE REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS DISCLOSURE AGREEMENT

This Remote Deposit Capture Agreement (the "Agreement") governs the use of the Eagle Express Federal Credit Union Mobile Remote Deposit Capture Service (the "Service"). The words *you* and *your* refer to either and all of the persons subscribing to or using the Service. The words *we*, *us*, and *our* refer to Eagle Express Federal Credit Union. By accepting this Agreement and using Mobile Remote Deposit Capture, you agree to all the terms, conditions, and notices contained in this Agreement and accept responsibility for your use of the Service. Other Agreements you have entered into with us, including the Eagle Express Federal Credit Union master **Agreements and Disclosures**, which is available at www.eagleexpressfcu.com or upon request, as applicable to your account(s) with Eagle Express Federal Credit Union, are incorporated by reference and made a part of this Agreement.

Qualification

To enroll in this Service, you must be designated as an owner of an Eagle Express Federal Credit Union account (the "Account") that is eligible for this Service and be approved by Eagle Express Federal Credit Union.

To be approved for this Service, the following criteria will be considered:

- Your Eagle Express Federal Credit Union relationship must be with us for at least ninety (90) days;
- You must be 18 years or older;
- Activity on your account must not include insufficient items or overdraft status within the past thirty (30) days.
- You must be currently enrolled in Eagle Express Federal Credit Union's Web/Mobile Banking product.

In the event your account does not meet the criteria above, you will be eligible to reapply for Mobile Remote Deposit Capture when these conditions are met.

Conditions

As conditions to the Eagle Express Federal Credit Union's provision of Service, you must maintain the Account in good standing and comply with requirements and restrictions set forth in these Terms and Conditions, as well as those of the Eagle Express Federal Credit Union master **Agreements and Disclosures**, Electronic Services Agreement and Disclosure and Funds Availability Disclosure. **Eagle Express Federal Credit Union reserves the right to reject a remote deposit for any reason.**

Indemnification and Hold Harmless

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS AND INDEMNIFY AND HOLD EAGLE EXPRESS FEDERAL CREDIT UNION HARMLESS FOR ANY UNAUTHORIZED USE OR LOSS. YOU AGREE TO (I) FOLLOW THE SAFETY AND SECURITY RULES FOR YOUR MOBILE DEVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT EAGLE EXPRESS FEDERAL CREDIT UNION PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY EAGLE EXPRESS FEDERAL CREDIT UNION IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You will use the Service only for paper items that are payable to and endorsed by you. Third-party items presented for remote deposit are not accepted at Eagle Express Federal Credit Union.

You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with security credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage and destruction of original paper items for which you have created an Electronic Item. After

transmitting the Electronic Item to us, you will retain the original paper items as discussed in the *Check Safekeeping, Record Retention and Destruction* section of this document.

Safety and Security Rules for Your Mobile Device

Following these rules is important to ensure the safety and integrity of your deposited items and to protect your account as you are liable for any negligence:

- Treat your mobile device with the same care as you do your personal computer.
- Avoid storing sensitive information, like passwords and Social Security numbers, on your phone.
- Password protect your mobile device and lock it when you are not using it.
- Be aware of your surroundings, and do not type sensitive information where others can see you.
- Protect your phone from viruses and malware by installing mobile security software.
- Download the updates for your phone and mobile apps.
- If you change your phone number or lose your mobile device, let us know right away.
- Monitor your accounts regularly and report suspicious activity immediately.
- Always sign off completely when you finish using your mobile app. Simply closing the browser is not enough.

Fees

For Personal Use, Eagle Express Federal Credit Union currently offers the benefits and convenience of the Service to you at no additional charge and reserves the right to charge fees for the Service in the future.

Standard returned check fees will be charged.

Eligible Checks

Mobile Remote Deposit allows you to deposit most U.S. consumer checks; however certain checks are not supported through the remote deposit channel. These items include but are not limited to:

- Substitute checks as defined in Reg. CC
- Altered checks
- Checks or items that are remotely created checks, as defined in Reg. CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than six (6) months prior to the date of deposit.
- Checks or items that are drawn or otherwise issued by the U. S. Treasury Department.
- Money Orders or Postal Money Orders.
- Third party checks
- Foreign checks
- Government bonds
- U.S., state, or other savings bonds.

Deposit Limits

Eagle Express Federal Credit Union reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of checks you may transmit through the Service each day) and to modify such limits from time to time at the Eagle Express Federal Credit Union's sole discretion at any time without prior notice to you, and you agree to comply with all such limits. Our current limit is \$3,000 per item with a maximum of \$3,000 per business day.

Inspecting Physical Checks and Check Images

- You are responsible for inspecting both the physical check items and check images as they appear on the screen of your mobile device. Because some physical security features on the actual checks, such as watermarks, may not survive the imaging process, you must manually examine checks prior to transmission to Eagle Express Federal Credit Union to verify their authenticity.
- Additionally, when depositing a check via Mobile Remote Deposit, you are required to examine check images to ensure the payee name, amount, signature and other important pieces of information are legible and in accordance with the physical check. If they are not, cancel the photograph and re-photograph the item.
- Any original paper check items that remain illegible after repeated scanning/photographing attempts must be physically deposited at Eagle Express Federal Credit Union.

MICR Lines on the Check

The bottom of your check contains numeric information that identifies the financial institution the check is drawn on, the account number and the check number. This information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the scanner or mobile phone's ability to read this information. If you receive error messages indicating that the mobile phone is unable to read the MICR line, the check with defects in the MICR line must be physically deposited at one of our branch locations.

Endorsements

You agree to endorse any item transmitted through the Service as follows:

Signature/Endorsement of Payee

“For Mobile Deposit Only”

EEFCU or Eagle Express FCU

Payee Signature

Member Number

Endorsements should be made on the back of the check within 1.5 inches from the top edge. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

To help ensure that an electronically deposited check is not processed multiple times, either as an electronic item and/or a physical check, Eagle Express Federal Credit Union requires that you write the words “***Mobile Deposit Only at Eagle Express Federal Credit Union***” on the endorsement line of the check to indicate that it will only be deposited electronically. The “For Mobile Deposit” checkbox must also be checked. **Eagle Express Federal Credit Union may refuse to accept items which are not endorsed in this manner.** Marking a check in this way will also allow you to identify that the item has been photographed and deposited if it becomes intermingled with other undeposited checks.

Check Safekeeping, Retention and Destruction

- Check storage and the destruction of items processed through Mobile Remote Deposit is your responsibility because the paper checks are never physically deposited with Eagle Express Federal Credit Union.
- Eagle Express Federal Credit Union requires that Mobile Remote Deposit members use reasonable methods to securely store all source documents and all related banking information until destruction. We require that deposited check items be securely stored. To help ensure that checks are not electronically processed more than once or physically deposited after being electronically deposited, procedures should be established to ensure that only you or another account owner has access to these checks during the retention period.
- Eagle Express Federal Credit Union recommends retention of the checks for at least 90 days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item

If you believe you may have deposited a check item more than once, please contact Eagle Express Federal Credit Union immediately at 601-355-6363. Do not re-scan/photograph the items. Eagle Express Federal Credit Union assists in determining the best approach for managing the situation.

Availability of Funds.

Our standard practice is to make funds from your remote deposit available to you on the second business day after the day we receive your deposit. Once the funds are available, you may withdraw them in cash or we will use the funds to pay debits to your account. All deposits are subject to review prior to availability, and all remote deposits are subject to the Eagle Express Federal Credit Union **Funds Availability Disclosure**, which can be found in the Eagle Express Federal Credit Union master **Agreements and Disclosures** available at www.eagleexpressfcu.com or upon request.

For determining the availability of your deposits, business days are Monday through Friday, except Federal Holidays. If you transmit your Electronic Item(s) to Eagle Express Federal Credit Union before 2:00 P.M. CST (the "Cut-Off Time") on any business day, we will review and process your Electronic Item(s) on that business day. If you transmit your Electronic Item(s) to us after the Cut-Off time on any business day, we will review and process your Electronic Item(s) on the next business day. Your Electronic Item(s) is deemed to have been received by Eagle Express Federal Credit Union when the Service generates a confirmation message.

For a complete disclosure of funds availability, refer to the **Funds Availability Disclosure**, which can be found in the Eagle Express Federal Credit Union master **Accounts and Disclosures** that is available at www.eagleexpressfcu.com or upon request.

Exception Items

Each business day on which we review and process your Electronic Item, we will use reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on financial institutions located outside the United States and is not payable at or through an institution located within the United States. We will notify you of each Exception Item through Eagle Express Federal Credit Union's online banking secure email or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Financial Institution determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit your obligation to Eagle Express Federal Credit Union.

Chargebacks

All checks posted to your account through Mobile Remote Deposit are posted subject to our receipt of final payment by the payor financial institution. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our return fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your account as well as the right to withhold the availability of funds as per the Terms and Conditions of the Eagle Express Federal Credit Union master **Agreements and Disclosures**, which is available at www.eagleexpressfcu.com or upon request.

Deposits to the Account

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the account on the business day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the account is maintained.

Errors

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in the Eagle Express Federal Credit Union master **Agreements and Disclosures**, which can be found at www.eagleexpressfcu.com or upon request. You may notify us by Secure Messaging through Online Banking, Text Banking, or Mobile Banking, by telephoning us at (601)355-6363, or by writing to "Eagle Express Federal Credit Union, P O Box 567, Jackson, MS 39205" You agree to cooperate in any investigation by Eagle Express Federal Credit Union of any unsuccessful or lost transmission. Per the Eagle Express Federal Credit Union master **Agreements and Disclosures**, you must notify us of

discrepancies within 60 days from the date we mailed a periodic statement to you. This Agreement relieves Eagle Express Federal Credit Union of any liability for any failures or alterations in deposit transmissions, such as errors, omissions, or discrepancies.

Errors in Transmission

By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. Eagle Express Federal Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Availability of Service/Contingency

When using the Service, you may experience technical or other difficulties. In the event you are unable to capture, balance, process, produce, or transmit a file Eagle Express Federal Credit Union, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment, or software outages, interruptions or failures, you may transport or mail the originals of all checks to the nearest Eagle Express Federal Credit Union location. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur.

Termination of Service

Eagle Express Federal Credit Union reserves the right to terminate this Service at any time and without notice, if in the Our sole discretion determine the member has abused the Service or Eagle Express Federal Credit Union will suffer a loss if the Service is not terminated immediately.

Hardware and Software Requirements

To use the Service, you must obtain and maintain, at your expense, a compatible mobile device and applicable software, along with Internet Service. It may also be necessary to obtain a wireless plan from a compatible mobile wireless provider. The technical specifications and requirements that we and/or our Service provider(s) establish and specify may change from time to time. Eagle Express Federal Credit Union is not responsible for any third-party software you may need to use the Service. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades, and replacements. Unless otherwise provided in this Agreement, you are solely responsible and at your own expense for purchasing, installing, operating, testing, and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to any terms and conditions of the software Agreement you may be required to enter in to directly with the third-party software provider at the time of download and installation. We are not responsible for and you release us from any and all claims or damages resulting from, or related to, any computer virus or relating problems associated with using the Service, e-mail, and/or the Internet. You agree all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network data or related systems.