

ST. JEAN'S CREDIT UNION

REMOTE DEPOSIT CAPTURE (DeposZIP) SERVICES DISCLOSURE AND AGREEMENT

Effective: May 1, 2017

In this Disclosure and Agreement, the words, "Member", "I", "me", "my", "us", and "our", mean the (consumer or business) that applied for and/or use any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you", "your", "yours", and STJCU mean St. Jean's Credit Union. My application, the DeposZip Approval email, ("Approval Email") received by me subsequent to my application if applicable, this Disclosure and Agreement, as well as your Truth-in-Savings Disclosure and Account Agreements and the Electronic Services Disclosure and Agreements ("Account Agreements") to which I have agreed previously, are hereby incorporated into and made part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

1. Terms and Conditions.

DeposZip is STJCU's remote deposit capture service. Remote deposit capture allows a user to capture checks and transmit the images to the financial institution for deposit. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by capturing your original checks and delivering the digital images and associated deposit information to us or our processor with your mobile device. The financial institution in turn transmits the captured image, ACH data, or a substitute item to the paying financial institution for collection.

Member is required to be enrolled in stjeans@home and Online Statements to qualify for eligibility and/or approval for DeposZip and/or Mobile DeposZip. Member must also be in good standing with STJCU and will become eligible for enrollment 30 days from date of account opening. STJCU may revoke your election to utilize this service at any time.

2. Service and Service Terms.

The following terms and conditions apply to the Services for STJCU's remote deposit capture services ("DeposZip and Mobile Deposit"). I acknowledge and agree that the Services or any portion of the Services may be provided by one or more subcontractors. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures I have received from you.

3. Overview and definitions.

This Agreement states the terms and conditions by which STJCU will deliver the Services as described below.

1. "Authorized User" means Member or agent of Member.
2. "Business Day" means any day which STJCU is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or bank holidays.
3. "Capture Device" means any device acceptable to STJCU, which provides for the capture of images from the original items and for transmission through a clearing process.
4. "Check" shall have the definition set forth in Check 21.
5. "Check 21" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.
6. "IRD" or "Image Replacement Document" means (a) Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an item cannot be converted to an ACH transaction.
7. "Item" means a Check, money order, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in US Dollars, from Payor to Member that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of the Item, in addition to other required information as specified by STJCU from time to time, in the format specified by STJCU from time to time. Notwithstanding the foregoing, it is understood that Member will only be transmitting electronic images of the front and back of items and not any paper items. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the item as specified in Exhibit "A". (A copy of Exhibit "A" can be found within *Frequently Asked Questions*).

"For deposit only to St. Jean's Credit Union, Account # _____" (with the correct account number inserted), "via DeposZip, date".

8. "Payor" means consumers or businesses who make payments to Member by means of Items, but Member shall not be a Payor.
9. "Services" means the specific services provided by STJCU, including electronic check conversion image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for purposes of delivery to STJCU for clearing an IRD. Services also include any applicable support services.
10. "Service Start Date" means the date that the Services are first utilized by the Member.
11. "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

4. Use of the Services.

Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit via the Credit Union's web based "stjeans@home" home banking module at stjeanscu.com or the STJ Mobile Application. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in Exhibit "A". (A copy of Exhibit "A" can be found within *Frequently Asked Questions*). Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no error or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (2) copy or reproduce all or any part of the technology or Services; or (3) interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

5. Compliance with Law.

I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorney's fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

6. Check Requirements.

Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: the words "For Deposit Only at St. Jean's Credit Union", Account Number to which it is being deposited, Today's Date and the words "via DeposZip". The scanned image

of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

7. Rejection of Deposit.

Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account.

You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees due to an item being returned.

8. Items Returned Unpaid.

A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item along with any applicable fees from the Account.

9. Email Address.

I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

10. Unavailability of Services.

I understand and agree that the Services may at times be temporarily unavailable due to the Credit Union system maintenance or technical difficulties including those of the Internet service and cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at St. Jean's Credit Union, 370 Highland Avenue Salem, MA 01970. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

11. Business Day and Availability Disclosure.

Business days for DeposZip and Mobile Deposit are any day on which St Jean's Credit Union is open to transact business.

12. Funds Availability

I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Salem, Massachusetts. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the "Funds Availability Policy" section of the Truth-In Savings Disclosure and Account Agreements, a copy of which I received when I opened the membership and which is also available online. To request a copy please contact the Credit Union a 978-219-1000.

The Credit Union will place a hold on items deposited through DeposZip and Mobile Deposit based on STJCU's Funds Availability Policy. The length of the hold is counted in business days from the day of the deposit. **Items transmitted by the Member and received by STJCU or its subcontractors by 3:30 pm Eastern Time Monday through Friday (Saturday, 12:00 pm), shall be credited to the Member's applicable account on the same Business Day. Items received by STJCU after 3:30 pm Monday through Friday (Saturday after 12:00 pm) Eastern Time on any Business Day shall be credited to the Member's applicable account on the next successive Business Day. Funds from Items deposited under the terms of this Agreement will be available to the Member pursuant to STJCU Funds Availability Policy.**

13. Accountholder's Warranties.

I make the following warranties and representation with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
3. I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Each check that I submit to you for deposit will be directly payable to the individual or business in whose name the account to which I am requesting it to be deposited is open.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

7. The information I provided in my Application remains true and correct and, in the event of such information changes, I will immediately notify you of the change.
8. I have not knowingly failed to communicate any material information to you.
9. I have possession of each original check deposited using the services and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data or related systems.

14. Storage of Original Checks.

I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means that original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of **60** days after transmission to you. Persons who have access to stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check unless you advise me otherwise. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

15. Accountholder's Indemnification Obligation.

I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Vertifi Software, LLC (Vertifi), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO

WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

16. In Case Of Errors.

In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach set forth below:

Telephone you at 978.219.1000 or

Email you at info@stjeanscu.com

17. Limitation of Liability.

I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

18. Charges for use of the Services.

All charges associated with the Services are disclosed in your Schedule of Fees.

19. Warranties.

I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

20. Change in terms.

You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure

and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

21. Termination of the Service.

I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

22. Relationship to Other Disclosures.

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

23. Governing Law.

I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the Commonwealth of Massachusetts.

24. Periodic Statement.

Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any errors relating to images transmitted using the Services by no later than 60 days after the applicable monthly periodic statement is mailed or otherwise provided, after which such statement regarding all deposits made through the Service shall be deemed to be correct. I am responsible for any errors that I fail to bring to your attention within such time period.

25. Limitations on Frequency and Dollar Amount.

I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

26. Unacceptable deposits.

I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item that is stamped with a "non-negotiable" watermark.
2. Any item that contains evidence of alteration to the information originally contained on the check.
3. Any item issued by a financial institution in a foreign country or not payable in US Dollars.

4. Any item that is incomplete. This includes any item that does not include all of the required information as is described in Exhibit "A". (A copy of Exhibit "A" can be found in *Frequently Asked Questions*).
5. Any item that is "stale dated" or "post dated."
6. Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

27. Confidentiality.

I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

28. Waiver.

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute that waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

29. Relationship.

This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

30. Mobile Deposit Security.

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