

SEVEN SEVENTEEN CREDIT UNION, INC.
MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your Accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit. This is an addendum to the Online Banking Agreement and as such the Mobile Remote Deposit Services Agreement is governed by the terms of the Online Banking Agreement. If there is any conflict between the two (2) documents, the terms of the Mobile Remote Deposit Services Agreement ("Services") will control.

The words "we," "us," "our," and "SSCU," refer to Seven Seventeen Credit Union. "You" or "your" means, as applicable, each Owner of an Account or a person applying for an Account. "Account" means the deposit Account you have with SSCU into which you will deposit checks via the Mobile Remote Deposit Services.

Limits. In general the amount you may deposit with the Services on any single business day is \$7,500. ("Business Day" references Monday through Friday, and excludes Saturday, Sunday and federal banking holidays. A deposit made through our Services before 3:00 p.m. on a Business Day will be considered to be deposited on that day. However, if you make a deposit after 3:00 p.m. or on a day that is not a Business Day, we will consider that the deposit was made on the next business day we are open.). In general the amount you may deposit for any one deposit can be up to \$2,500. These amounts may be modified by us from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software, e.g. a device with internet access and a digital camera. SSCU is not responsible for any third party software you may need to use the Services. Any such software is accepted by you (as is) and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. In the implementation of the Services, you will use Software and/or Applications provided by our technology partners who include, but are not limited to and are subject to change, Verifi Software, LLC ("Verifi") and Digital Insight.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will **NOT** use Mobile Deposit to deposit:

- Checks drawn on your Account.
- Checks made payable to cash.
- Checks stamped with a "non-negotiable" watermark.
- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the Account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the Account on which the check is drawn.
- Checks that are "stale dated" (more than six months old) or "postdated" (dated later than the actual date).
- Checks that have been previously negotiated.
- Checks that are incomplete.
- Savings Bonds, travelers checks, money orders, or postal money orders.
- Checks drawn on a financial institution outside of the United States.
- Checks not payable in U.S. currency.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association or the image may not be accepted. The image transmitted to us must be legible and contain images of the front and the back of the check. If we determine in our sole discretion, that any image quality does not comply with the requirements as set forth above then we may choose to not accept the Item and return it to you and charge back your Account. Any loss we or you incur from a delay or processing error resulting from a failure to meet these standards will be your responsibility.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your Account number and the words "FOR MOBILE DEPOSIT ONLY". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees, and both payees must be authorized owners of the Account. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit/Funds Availability. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your Account. We will notify you of rejected images.

The Funds Availability Policy for your checking Account as well as the funds availability requirements of Federal Reserve Board Regulation CC ("RegCC") do not apply when you deposit checks through the Services. Funds from deposits made through the Services generally will be available for withdrawal between the first and third business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. If we decide to delay the availability of your funds for additional days, we will tell you when the funds will be available by emailing you at the email address you have provided to us. We will notify you by the first business day after we receive the deposit.

In addition, funds you deposit by the Services may be delayed for a longer period of time under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay the availability of the funds for any of these reasons, and we will tell you via email when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

All deposits are subject to our verification procedures and we may refuse, limit or return deposits for any reason and will not be liable for doing so even if those actions cause outstanding checks or other debits to your Account to be dishonored or returned.

Original checks. Once your check image has been credited to your Account, you must securely store the original check for thirty (30) calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 business days, at your expense, the requested original check in your possession deposited via the Services. If not provided in a timely manner, such amount will be reversed from your Account. Promptly after thirty (30) calendar days you will destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Proper destruction of the check will ensure that the check is not mistakenly re-deposited and Account information remains secure. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your Account for checks deposited using the Services is provisional. If original checks deposited through the Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. You will cooperate with us to investigate unusual transactions or poor quality transmissions.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Fees. A fee may be charged for the Services. (See the Service Charge Schedule located on www.sscu.net.) You are responsible for paying the fees for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. SSCU may change the fees for use of the Services at any time. SSCU reserves the right, without any further notice or other written demand, to deduct all payment obligations arising under this Agreement including, without limitation, all fees due under this section, from any of your Accounts with SSCU.

If your payment is returned unpaid, you authorize us to collect a fee as stated in our Services Charge Schedule.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image 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.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- 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 original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid through the Services.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

- You will use the Services only for checks that are payable to, and endorsed by, you and, if applicable, a co-signer on your Account.
- You will properly secure all hardware you use in connection with the Services, including, but not limited to, securing the hardware with security measures to prevent unauthorized use. The electronic image transmitted to us by you will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.
- You will maintain control over and be responsible for security retention, storage and destruction of the original check for which you have created an electronic image through the Services.
- You will review and verify for accuracy the electronic image and any other information contained in the electronic image before you transmit it to us.
- You will only transmit an electronic image of checks that are drawn on or payable at or through banks located within the United States.
- You will not store or make a back-up copy of the electronic image.
- You will not use the Services, or transmit electronic images, from locations outside the United States.
- With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

Compliance with Law. You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

You represent, warrant and covenant that you will comply with all applicable laws, rules, regulations and prevalent industry standards in your use of Applications incorporating Vertifi Software and/or Digital Insight and/or any other provider of technology, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.

Cooperation with Investigations. You agree to cooperate with us in the investigation of any claims associated with the Services, including but not limited to unusual transactions, poor quality transmissions, and the resolution of member claims. Any costs associated with your cooperation will be at your own expense. Your cooperation will include, but not be limited to, the provision, upon our request, of any originals or copies in your possession of Items deposited through the Services as well as your records relating to such Items and transactions.

Unavailability of the Services. The Services may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet Services provider, cellular Services provider and/or Internet software. In the event that the Services are unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: SSCU., 3181 Larchmont Ave., NE, Warren, OH 44483.

Security of the Services. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (330)372-8100 or 1-800-775-7741 and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Neither we nor our processors provide any assurances or representations or warranties that any activity in connection with the Services is completely secure. You acknowledge and agree that access to the Services shall not be free from delays, malfunctions or other interruptions. We are not and shall not be responsible to you or any other party for any such unauthorized access, delays or malfunctions. You shall be solely responsible for protecting against unauthorized access to your mobile device and its associated Applications and any and all losses and damages arising from any such unauthorized access. You will establish physical security, passwords and other security procedures necessary to ensure the

confidentiality of access features. We will have no obligation, liability or control, either directly or indirectly, over said procedures of your failure to maintain said procedures.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Services are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

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

Changes to the Services. We reserve the right to change the terms of this Agreement at any time at our sole discretion. Changes may include, but are not limited, to the addition, deletion or amendment of any terms. We will notify you of any material change to the terms by conventional mail and/or email, at our discretion. Your continued use of the Services after the effective date of a change indicates your agreement and acceptance of the modified terms and your agreement to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the terms, you will not be eligible to use the Services. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Services, follow the terms of the "Termination of the Services" Section in this Agreement.

Termination of the Services. The Services will remain in effect until terminated by you or us. You may cancel the Services at any time by notifying us of your intent to cancel via written notice sent to: Seven Seventeen Credit Union, 3181 Larchmont Avenue NE, Warren, Ohio 44483. This cancellation applies to the Services, but does not terminate your Account(s.) We may immediately terminate your participation in the Services for any reason, including inactivity or abuse of the Services, at any time. We will try to notify you in advance, but we are not obligated to do so.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of the Services and/or breach of this Agreement. You 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 Digital Insight and Vertifi, and hold harmless Digital Insight, 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 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 financial institution or your use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight 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 THE SERVICES 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 SERVICES, 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 THE SERVICES 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 THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNATIVE 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any the Services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Merger and Waiver. This Contract is a complete, final, exclusive and fully integrated agreement between you and us. The failure of us to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive us of the right thereafter to insist upon strict adherence to any term of this Agreement. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.

Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Ohio.

Force Majeure. We shall not be liable for loss or damage resulting from any cause beyond our reasonable control, including, but not limited to strikes, insurrection, war, fire, lack of energy, acts of God, governmental acts or regulation.

Parties Bound. This Agreement shall be binding on and inure to the benefit of us and you and our respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

Non-Assignment. You may not assign this Mobile Remote Deposit Services Agreement or any of the rights or duties hereunder to any person.