

CPM eDeposit Services

Terms and Conditions

This Agreement (“Agreement”) contains the terms and conditions for the use of remote deposit capture services that CPM Federal Credit Union (“Credit Union”, “us” or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with us, including your Membership Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Description:

CPM eDeposit services (“CPM eDeposit” or “eDeposit”) are remote deposit capture services designed to allow you to make deposits to your CPM Federal Credit Union (CPM) account from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the checks and the associated deposit information to CPM or our designated processor.

The device must capture an image of the front and back of each check to be deposited in accordance with CPM procedures; and must read and capture the magnetic ink character required by the Agreement or Federal Reserve regulations for the processing of these checks for payment.

CPM offers the benefits and convenience of this service for free! CPM reserves the right to charge fees for the service in the future with sufficient notice of any change.

Hardware and Software requirements:

In order to use CPM’s eDeposit feature you must be enrolled in CPM Anytime Online Banking and CPM Mobile Banking. You may use this service only for non-business, personal use in accordance with this Agreement. We and/or our service provider may change these specifications and/or requirements from time to time. CPM is not responsible for the functionality or maintenance of any third party hardware or software you may need to use this service. Unless otherwise provided in this Agreement, you are solely responsible for, at your own expense, purchasing, installing, operating, testing and maintaining all software necessary to use CPM eDeposit. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with any 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 related problems that may be associated with using eDeposit, email or the internet. You agree all images and files transmitted to us through eDeposit will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

Definitions

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“eDeposit” refers to CPM Federal Credit Union’s consumer remote deposit capture service.

Agreement Acceptance

The Agreement applies to consumer accounts only. The acceptance of this Agreement and use of the service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy of your records.

Eligibility and Qualification Requirements

To qualify for this service, you must meet eligibility criteria as dictated by us, including but not limited to the following:

1. All of your accounts with us must be in good standing
2. You must have a minimum credit score of 690 to be eligible for immediate use of this service. Members with a score of 550 to 689 will be eligible for use after 6 months of membership
3. Saving only members must have a reoccurring direct deposit or a recurring payroll allotment within the last 30 days and of \$300.00 or more.
4. You may not have any loans which are delinquent more than 60 days nor any past charge-off accounts.
5. You may not have any overdrawn/negative accounts beyond the limit of any overdraft line or courtesy pay limit we may grant you.
6. Your account must not be in bankruptcy, deceased, dormant/inactive, bad address or dormant/inactive status.

Eligible Accounts

Consumer checking and savings accounts are generally eligible for this service. "Essentials" checking accounts and Christmas Clubs are not eligible.

Limitations of Service

When using this service, you may experience technical or other difficulties. We do not assume liability of any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, Shared Branching location or by mail.

Deposit Limits

CPM reserves the right to establish and assign to you deposit limits for eDeposit (including limits on the dollar amount and/or number of checks that you may transmit through eDeposit each day) and to modify such limits from time to time and you agree to comply with all such limits. Our limits, unless specifically designated to you, are as follows:

Daily limit *\$3,000.00*
Monthly limit *\$6,000.00*

You must receive a Deposit Approval Notification by 4:00pm EST for a deposit to be considered that business day.

Charges or Fees

CPM does not charge a usage fee for eDeposit. We reserve the right to start charging for this service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on CPM's current Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that CPM may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations and restrictions, and that we may contact you via your wireless device or email address for any purpose concerning your CPM accounts, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (REG CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the uniform Commercial Code.

Ineligible Items

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you now or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg CC
- Checks drawn on a financial institution located outside of the United States
- Checks that are remotely created checks, as defined in Reg CC
- Check not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account
- Checks payable on sight or payable through Drafts, as defined in Reg CC
- Checks with any endorsement on the back other than that specified in this agreement
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
- Checks or items that are drawn or otherwise issued by the US Treasury Department
- Checks that are prohibited by the Credit Union's current Membership Agreement with CPM
- Checks that are in violation of any federal or state law, rule or regulation
- Checks that are credit card advance or other loan advance instruments
- Any check requiring signature and/or additional identification

Image Quality

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house association or any other regulatory agency. These requirements include but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric) ; the payee: the signature of the drawer(maker); the date ; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line and all other information placed on the check prior to the time of an image of the check is captured (such as any endorsements applied to the back of the check)

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as "FOR eDEPOSIT ONLY, CPM Account # or as otherwise instructed by Credit Union. 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 payee 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 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. You agree to follow any and all other procedures and instructions for the use of the Services as Credit Union may establish from time to time.

Any loss we incur from the delay or processing error resulting from an irregular endorsement or other markings by you which will be your responsibility. For a check payable to you and any joint owner(s) of your CPM Account, the check must be endorsed by all such payees. If the check is payable to you **or** your joint owner, either of you can endorse. If the check is made payable to you **and** any non-joint owner, you may not deposit the check into your CPM account using eDeposit.

CPM may reject any items not endorsed as specified.

Receipt of Items

We reserve the right to reject any item transmitted through eDeposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from CPM that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that CPM is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Presenting checks more than once:

Once you have used eDeposit to successfully deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through eDeposit, ATM, in-branch or by other means.

Provisional Credit and Availability of Funds

Below is our general funds availability policy for this service:

If you receive a Deposit Approval Notification on Monday – Friday between 9:00am and 4:00pm Eastern, the funds will be available two business days from day of approval.

If you deposit a check on a holiday, a Saturday, or a Sunday, the day of approval will normally be our next business day and funds will be available two business days from day of approval.

Credit given for the item is provisional and subject to payment of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of the service, including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to CPM for deposit, you agree to indemnify and reimburse CPM for and hold CPM harmless from and against any and all losses, costs, and expenses.

Method of Presentment

The manner in which items are cleared, presented for payment, and collected shall be in CPM's sole discretion subject to the Credit Union Membership Agreement governing your account.

Retention and Disposal of Items

After you receive confirmation that we have received an image, you agree to retain each item no fewer than fourteen (14) business days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "Void". You agree to store each retained item in a secured locked container until such proper disposal is performed. You further agree to dispose of the item(s) in a way that prevents representing for payment. You will promptly provide any retained items to CPM as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies

CPM will provide you periodic statements that will identify the deposits that you make through eDeposit. In addition, you may access your account activity by using CPM Anytime Online Banking or CPM Mobile Banking. You agree that it is your responsibility to review all account activity in a timely manner to verify that deposits made through eDeposit have been received and accepted by CPM and are accurate. Receipt of a check by CPM through eDeposit does not obligate CPM to accept or post the item. You agree to notify CPM at 800.255.1513 or 843.747.6376 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

Security Requirements

To prevent unauthorized usage of the service, you agree to ensure the security of the personal computer and/or mobile device you use to access the service. By securing these devices, we specifically mean installing operating system patches, anti-virus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. If warranted in our reasonable judgement, 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.

Authorized Users

If you have designated an authorized user/joint on your account, your authorized user/joint will also have access to the eDeposit Services. You and your authorized user(s) /joints are equally responsible for adhering to all items disclosed in this Agreement.

Disclaimer of Warranties

CPM's representation, warranties, obligation, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. We make no warranty that the services (a) will meet your requirements, (b) will be uninterrupted, timely, secure, or error free, (c) that the results that may be obtained from the service will be accurate or reliable, and (d) that any errors in 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 OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CPM HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Termination

We may modify or terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is modified or terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Credit Union Membership Agreement or any other agreement with us.

User Warranties and Indemnification

You warrant to CPM that:

1. You will only transmit eligible items that are properly endorsed
2. Images will meet the image quality standards
3. You will not transmit duplicate items
4. You will not deposit or re-present the original item once it has been scanned and sent through this service, unless specifically requested to do so by CPM
5. All information you provide to CPM is accurate and true
6. You will comply with this Agreement and all applicable rules, laws, and regulations
7. Items you transmit do not contain viruses