

CPM Federal Credit Union Online Banking Services Agreement and Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning online banking, Bill Pay, and eDeposit, (collectively "CPM Anytime Online Banking") and Text Banking. CPM Anytime Online Banking and Text Banking collectively constitute "Online Banking Services". Online Banking Services permit you to electronically view and initiate account transactions, make transfers, perform bill payments, communicate with the Credit Union, and perform other transactions and services as detailed below. In this Agreement, the words "you" and "yours" mean those who request and use the Online Banking Services, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By requesting and using the Online Banking Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of the Membership Agreement will govern our relationship with you with regard to the services specifically described herein.

1. Online Banking Services.

a. Account Access. If we approve your request for CPM Anytime Online Banking you may use allowed devices to access your accounts. Allowed devices may include your smart phone, smart wearable, virtual assistant, tablet, computer, or other wireless or wired device. You must use your established user ID and password to access your accounts. For Text Banking you will need a text capable phone, mobile service, and the capability to send and receive SMS text messages. For your protection, we offer additional layers of security. For free, you may set your online profile to require multi-factor authentication for every login attempt. This option generates a one-time passcode sent by text or e-mail which is required to login in addition to requiring your user ID and password. For a fee, you also have the option to procure a soft token from us which is another method of multi-factor authentication. This method is even more secure as it uses a time-based passcode which is presented to you without traversing any email or cell carrier.

Online Banking Services are accessible seven (7) days a week, 24 hours a day. You are responsible for the selection, maintenance, operation, and any updates required to operate your allowed device. The Credit Union will not be responsible for any errors or failures involving any cell service or your device.

b. Functionality. While not all functions are available to all users or on all devices, CPM Anytime Online Banking Services can include the ability to:

1. View your ledger and available account balances, transaction history, direct deposit and tax information for any of your Checking and/or Savings accounts
2. View information on any loan account including payoff amounts, due dates, finance charges, interest rate, and balance information
3. View your statements
4. Set up and manage one-time or recurring transfers between your deposit and loan accounts
5. Set up and manage payroll distributions directing your pay to your deposit and loan accounts
6. Transfer funds to other CPM members
7. Transfer funds to and from your external accounts which you request to establish and which we authorize.
8. Deposit eligible checks remotely to your accounts using eDeposit
9. Set up and manage one-time or recurring bill payment transfers through the Bill Pay service
10. Make person-to-person payments
11. Order or reorder checks from our approved check supplier
12. Place stop payments on checks you wrote as governed by the Membership Agreement
13. Grant access to others to view activity or transact on accounts you authorize
14. Set customizable debit card controls and alerts, and view your card activity
15. Set customizable credit card controls and alerts, view your card activity, make a payment, perform a balance transfer, dispute purchases, file travel notices, view and redeem rewards (if applicable)
16. Communicate with the Credit Union using secure electronic mail
17. Establish and monitor savings goals and budgets
18. Access your recent credit score and enroll to get updated scores monthly

19. Customize your experience, including your screen background, which accounts appear and in what order, nicknames for your accounts, which widgets appear on your home page and in what order;
20. Establish or change a special password for use with our Contact Center
21. Enable or disable an additional layer of security requiring multi-factor authentication at login in addition to your User ID and password

While we offer robust functionality across a range of devices, not all functions are available using every device. The most severe limitation applies to phones without smart phone capabilities as those are limited to Text Banking consisting of simple text commands and responses. To use eDeposit you will need a smartphone, tablet, or other device capable of capturing check images. Any function utilizing GPS, such as location card controls, will require a GPS capable device. You can customize your screen background for your PC experience but not your smartphone. These examples are provided to help you understand some common limitations, but other limitations may apply.

Some of the above functions may not be available for certain accounts or members. If we do not provide a function you need, you may request that we reconsider our decision to limit that function.

Functions and transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership Account Agreement, and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

c. Service Limitations and Restrictions on Use.

(i) Transfers. You may make funds transfers to other accounts of yours as often as you like. As detailed in the Membership Agreement, transfers from your Savings account and Money Market account will be limited to a total of six (6) in any one month. You may 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 limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

(ii) Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM deposits and eDeposits, and our Funds Availability Policy.

(iii) e-Mail. Messages you send outside of our secure messaging system, including your use of our "Contact Us" option, are not secure and should not include any personal or account information. Please use the secure messaging option within our Online Banking Services for such messages. Whether you send an unsecure or secure message, the Credit Union may not immediately receive your e-mail communications and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union regarding an unauthorized transaction, telephoning us AT ONCE at our Contact Center during normal business hours is your best option. Your best option to place a stop payment order on a check you wrote is to do so using our Online Banking Services or to call our Contact Center.

(iv) Illegal Use, Internet Gambling Transactions, and Viruses. You agree not to use the Online Banking Services or any other Credit Union accounts or services for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions including but not limited to those coded as possible internet gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to involve internet gambling, even if internet gambling may be legal in your state, as well as any transaction which is illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

You agree you will not use the Online Banking Services to transmit or disseminate (i) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (ii) any material or information that is false, misleading, or inaccurate; (iii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (iv) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any third party.

(v) Blocking High Risk Access. You agree the Credit Union may block access to Online Banking Services when in its sole opinion it determines the method of access poses unacceptable risk to you and to us. You agree we may block access based on IP addresses, countries of origin, internet service providers, or other factors, when in our sole opinion we deem a factor poses unacceptable risks. You acknowledge that the use of dated browsers, operating systems, or other technologies may pose unacceptable risks, including but not limited to their no longer being supported by security patches. You agree the Credit Union has no obligation to support any browsers, operating systems, or technologies it determines, in its sole opinion, to be inappropriate for our membership or for our risk tolerance.

(vi) Unused Services. You agree we may discontinue providing you access to functions or services which you do not use without notice. Functions which may be discontinued for lack of use include but are not limited to Bill Pay, card controls, and access to credit scores.

(vii) Trade Secrets. The Online Banking Services and related technology may contain valuable trade secrets that are the property of the Credit Union and its vendors. You agree not to disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other secrets from the Online Banking Services.

(viii) Other. All restrictions detailed in the Membership Agreement apply. Those restrictions include our right to limit services for members who engage in improper or abusive conduct.

2. Security Requirements. The login credentials you establish and the confidence image you select are for your protection. You are responsible for safekeeping your login credentials, including your user ID and password, and you should not disclose them to third parties, expose them over unencrypted or untrusted Wi-Fi, or record them such that others can obtain them. You agree to use a unique password for your CPM Online Banking Services and to not disclose or otherwise make your credentials available to anyone not authorized to act on your accounts. You agree to log out of the Online Banking Services when done using them. If you authorize anyone to use your credentials, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your credentials and the Credit Union suffers a loss or suspects fraudulent activity, we may place restrictions on your use or immediately terminate your Online Banking Services and account services.

To prevent unauthorized usage of the Online Banking Services you agree to ensure the security of the mobile phone, tablet, PC, or other authorized device you use to access the service. You agree to secure your device from theft or unauthorized use. If your device is lost or stolen you agree to update your enrollment information and make the appropriate changes to disable the use of the device. You acknowledge and accept the risks associated with using a device, including that in the event of theft or loss of your device certain confidential information could be compromised. You agree to install operating system patches, anti-virus software, firewall and spyware detection as applicable and keeping this security software current. 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.

We will never request your login credentials, and if someone posing as us requests them you agree you will not provide them. You agree to be vigilant to the proper presentment of your confidence image, to only enter your login credentials when you see the confidence image you selected, and to promptly alert us should you encounter a prompt for your login credentials that does not present the confidence image you selected.

3. Liability for Unauthorized Access. You agree we may act on all instructions we reasonably believe to be from you and all Online Banking Services activity we reasonably believe to be authorized by you. You are responsible for all transactions you authorize under this Agreement and for all shared access you grant others. If you permit other persons to use your login credentials or you grant others shared access to your accounts, you are responsible for any transactions they authorize or conduct on any of your accounts. As detailed in the Membership Agreement you have a duty to promptly review your statements and to promptly notify us of unauthorized activity.

If you believe that someone has used your access credentials or shared access permissions or has transferred or may transfer money from your accounts without your permission tell us AT ONCE. Telephoning us at 800.255.1513 is the best way of keeping your possible losses down. Prompt notification will limit your liability as detailed in the Membership Agreement.

4. Business Days. Our business days are Monday through Friday. Holidays are not included.

5. Fees and Charges. Fees applicable to all accounts and services are set forth in our Fee Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law. Should we implement new fees or increase fees we will send you a notice at least 21 days prior to the effective date, as required by the notice provisions of this Agreement. If you request a transfer withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.

6. Other Costs You May Incur. Your use of Online Banking Services may incur costs from an internet service provider, phone company, or other data carrier. Message and data rates from third parties may apply.

7. Periodic Statements. Transfers, withdrawals, and bill payments transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically.

8. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.
- e. In accordance with the Membership Agreement and our Privacy Policy.

9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you used the wrong login credentials or you have not properly followed any applicable computer, Internet, or Credit Union user instructions for making transactions.
- c. If your computer fails or malfunctions or the Online Banking or Bill Payer services were not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure, natural disaster) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If the error was caused by a system beyond the Credit Union's control such as a telecommunication system or your Internet service provider.

h. If we reasonably suspect fraud or abuse, or if there are other exceptions as established by the Credit Union from time to time.

10. Disclaimer of Warranties. Our 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 Online Banking 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.

11. 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 ONLINE BANKING 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 THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Credit Union HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

12. Termination of Online Banking Services. You agree that we may place restrictions on your use or terminate your use of the Online Banking services if you or any authorized user of your account or login credentials breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code; or we suspect fraudulent activity. 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 receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

13. Customization and Our Ability to View. To meet the unique needs of our members CPM Anytime Online Banking is highly customizable by the users. For example, users may change the order accounts and widgets are presented, they may give their accounts nicknames, they may hide accounts and functions, and they may set restrictions on their activity including requiring a one-time passcode for each login. You agree that our service staff may view your customized experience to ensure we can properly serve you. Our service staff will have "view only" access to your experience, and they will not have the capability to transact or otherwise act as you.

14. Notices. The Credit Union reserves the right to change the terms and conditions of this Agreement. If the change will result in increased fees or liability to you we will send a written notice or amended disclosure to you at least 21 days before the change becomes effective. We may discontinue your access to unused functions and services without notice. Use of the Online Banking Service is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction. If we take adverse action against you based on your credit score, such as reducing your allowed limits for eDeposit or reducing your allowed limits for external transfers, we agree to comply with the requirements of the Fair Credit Reporting Act, including any notice requirements.

15. Billing Errors. In case of errors or questions about your Online Banking Services, including Bill Payer transactions, contact us as soon as you can and no later than the timeframe detailed in the Membership Agreement. The Membership Agreement details our obligations and your rights and responsibilities for billing errors.

16. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the state of South Carolina 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, subject to South Carolina law, to 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.

Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall 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.

17. Bill Payment Terms and Conditions. Bill Pay allows you to schedule one time and recurring bill payments electronically.

Subject to any regulatory or Credit Union imposed limitations on usage, you can arrange for the payment of bills from your Credit Union checking account. Access to Bill Pay is made available pursuant to a license agreement by and between the Credit Union and FIS. Any interruption of service or access caused by FIS will prevent your use of the service. To utilize the services, you will need to access CPM Anytime Online Banking. This service is not available through Text Banking. You may cancel or stop payment on one-time, manual, and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through our online banking service, you may electronically edit or cancel your payment request through CPM Anytime Online Banking. Your cancellation request must be entered and transmitted prior to the date the account is debited for the payment. If your request is not timely entered, you will be responsible for the payment.

Designation of Account(s). In order to use Bill Pay you must have a checking account with the Credit Union. That checking account, or the one you designate if you have more than one, will be treated as the designated checking account for transactions accomplished through Bill Pay (Bill Pay Account). Bill payments may only be processed using your Bill Pay Account.

Transaction Modes. Bill payments can be entered on the single payment, multiple payments or recurring payments screens. Using any of these options, you must enter a payment date or a start and end date, depending on the type of payment. Bill payments are scheduled by you to be debited from your Bill Pay Account based on the date(s) you enter on one of the bill payment screens. If you designate a payment with a payment date of today's date, sufficient funds must be available on the day and at the time you request the payment. Bill payments with today's date as the bill payment date may not be canceled or changed for any reason once you have ended a Bill Pay session, as funds are immediately deducted from your Bill Pay Account. You may, however, edit or delete the payment up until you terminate your Bill Pay session. Bill payments can also be scheduled with a bill payment date in the future, up to 364 days in advance of the bill payment date. The bill payment date will be the date you entered, or the next business day should the bill payment date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from your Bill Pay Account on the bill payment date you entered. These transactions may be canceled or changed until midnight of the night before the bill payment date. Once the system begins to process the payment, you can no longer change or delete. If you designate a bill payment as a "Recurring" transaction, you may request, and Credit Union will use, a start date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc). You will designate a "start" and "end" date if applicable. Sufficient funds must be available by midnight of the night before Start Date but will be deducted from your Bill Pay Account on the start date. "Recurring" transactions may be canceled or changed until midnight of the night before the start date. Once the system begins to process the payment, you can no longer change or delete. Recurring transactions can be scheduled with an expiration date or can be scheduled indefinitely with no expiration date.

Transaction Processing. Funds will be taken out of your Bill Pay Account on the bill payment date you entered. In many cases, your bill payments are electronically delivered to the payee within an average of two business days. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. Bill Pay provides an indication of how many business days to allow for each payee you designate. This indication is, however, only an estimate and actual receipt of payment may be longer. You must allow sufficient time (average of 2 to 5 business days, as indicated) for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date, not taking into account any grace period provided by the payee. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If available, you may elect to expedite a payment. There is a fee for this service. Refer to our Fee Schedule. The entire process for initially setting up the relationship between a user and a new payee, including the issuing of pre-notifications, normally takes up to 3 business days. Once the payee is set up, the payee's status on the Bill Pay Payee screen will change from pending to available. The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. The Credit Union is not liable in any way for damages you incur if: you do not have sufficient funds in your account to make the payment on the processing date; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes of merchant address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of the Credit Union. If a payment is made through use of Bill Pay with insufficient funds in your account on the processing day, you may be subject to non-sufficient funds fees or overdraft privilege fees pursuant to the terms of the Membership Agreement, the Election Agreement for Overdraft Privilege, the Overdraft Privilege Disclosure, and the Credit Union's Funds Availability Disclosure.

Canceling or Modifying Bill Pay Authorized Payments. Bill Pay payment transactions with today's date for the bill payment date or start date cannot be canceled or changed once your Bill Pay session is terminated. You may, however, edit or delete these transactions up until your Bill Pay session is terminated. In order to request a cancellation of a payment or change a Bill Pay transaction designated with a future bill payment date or a "Recurring" date, you must use Bill Pay and follow the instructions provided. You must cancel the payment using Bill Pay by midnight of the day before the scheduled processing day. Once the system begins to process the payment, you can no longer change or delete.

Limitations on Bill Pay Services Payees. You may utilize the Bill Pay service to make bill payments to a maximum of 100 payees. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. Each payee must appear on the payee list you create with your account. We will not issue payment to any party appearing on a sanctions list administered by any agency of the Federal government. Payment Dates. If a payment is due on a Saturday, Sunday, or Federal holiday, Bill Pay will schedule the payment to occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.

18. eDeposit. CPM eDeposit service ("eDeposit") is a remote deposit capture service which allows you to make deposits to CPM consumer accounts from your camera-enabled devices capable of capturing check images and information and electronically delivering the checks and the associated deposit information to us or our designated processor.

The device must capture an image of the front and back of each check to be deposited in accordance with our procedures; 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 provided we comply with the notice requirements of this Agreement.

Hardware and Software requirements:

In order to use our eDeposit feature you must be enrolled in CPM Anytime Online Banking. This service is not available for Text 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. We are 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, for purchasing, installing, operating, testing and maintaining all software necessary to use 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 be free of viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

Eligibility and Qualification Requirements

You agree we may set and modify the eligibility and the terms of service for eDeposit at our sole discretion. We agree that if we use your credit score to change your eligibility or terms of service we will do so in a manner which complies with the Fair Credit Reporting Act (FCRA).

Our method of establishing your eligibility and terms of service may include but are not limited to:

1. Whether your accounts and loans are in good standing
2. Your length of membership
3. Your credit score
4. Your borrowing history with us
5. The status of your accounts or loans including bankruptcy, deceased, dormant/inactive, or bad address

If you disagree with our decisions regarding eligibility or terms we agree to review and reconsider those terms upon your request.

Eligible Accounts

While most consumer checking and savings accounts are eligible for this service we may restrict Essentials Checking accounts, Christmas Club accounts, and other accounts from use of this service as we determine.

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 CPM branch, at a deposit capable CPM ATM, at a CO-OP shared branching location, or by mail.

Deposit Limits, Hold Periods, and Cutoff Times

You agree the Credit Union may establish and modify daily and monthly deposit limits and uncollected hold periods for your eDeposits. Checks deposited through this service are not subject to the Expedited Funds Availability Act (Regulation CC), and your checks may be placed on hold longer than permitted under the Act. You agree we may establish and modify a daily cutoff time for deposits to be considered as made that business day. Prior to using the eDeposit service you are able to view your deposit limits, hold periods, and the business day cutoff time. If you proceed to use the service you are agreeing to those limits, hold periods, and cutoff times.

Charges or Fees

We reserve the right to implement fees or later raise fees for this service. If we make such a change, we will send a written notice or amended disclosure to you at least 21 days before the change becomes effective.

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 accounts at CPM, 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 to 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 which specify “and”, unless endorsed by all payees or 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 Regulation CC
- Check not payable in United States currency
- Checks considered post-dated or stale dated under the Uniform Commercial Code
- 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 Regulation CC
- Checks with any endorsement on the back other than that specified in this agreement
- Checks that have previously been submitted through this 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 advances or other loan advance instruments

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 check into your CPM account using eDeposit.

CPM reserves the right to reject all items that are 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. You agree to cooperate in any investigation by CPM of any unsuccessful or lost transmission.

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.

Provisional Credit and Availability of Funds

Checks deposited through this service are not subject to the Expedited Funds Availability Act (Regulation CC), and your checks may be placed on hold longer than permitted under the Act. You agree we may establish and modify a daily cutoff time for deposits to be considered as made that business day. Prior to using the eDeposit service you are able to view your hold periods and the business day cutoff time. If you proceed to use the service you are agreeing to those hold periods and cutoff times. The disclosed hold period is based on business days as defined in this Agreement.

Credit given for the item is provisional and subject to final approval 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.

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.

eDeposit Warranties

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