

**Mutual Savings Credit Union  
Internet Banking/Remote Deposit Capture/  
Electronic Statement (e-statement)  
Disclosure Agreement**

**Internet Banking**

Mutual Savings Credit Union Internet Banking Agreement and Disclosure Agreement is the contract which covers your and our rights and responsibilities concerning Internet Banking services offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application or any Internet Banking application form. The words “we,” “us,” and “our” mean the Mutual Savings Credit Union (“Credit Union”). The word “account” means any one or more share accounts you have with the Credit Union.

By signing a Membership Application or completing and transmitting that you agree to the Internet Banking /Electronic Statement Disclosure Agreement authorization on the Internet Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the Internet Banking electronic funds transfer services. Electronic funds transfers (“EFTs”) are electronically initiated transactions involving your deposit accounts at the Credit Union through your personal computer Internet Banking.

**1. Internet Banking Services.** Upon approval, you may use your personal computer to access your accounts. As part of the agreement you agree to receive e-statements each statement period. You must use your Internet Banking password to access your accounts. The Internet Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. Home banking, eStatements, bill pay, mobile banking, SMS banking, telephone banking (E-services) require some or all of the following: A computer, tablet, or mobile device utilizing a manufacturer supported version of Windows, Mac OS, iOS, or Android operating system; A current and supported version of Adobe Acrobat PDF reader or fully compatible alternative; A fully functional email address configured to accept email from mutualsavings.org email addresses without blocking, filtering, or otherwise impeding delivery of legitimate email; Telephone banking requires working “land line” telephone or mobile phone. Mobile banking requires an iOS or Android mobile device. In all cases software that interacts with MSCU E-services must be fully patched and/or updated with all current manufacturer recommended software and security updates. Further they must run on a hardware platform that follows manufacturer hardware requirements.

The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Internet Banking service to:

- \* View and download e-statements
- \* Transfer funds between your savings, checking, and loan accounts.
- \* Review account balance and transaction history for your savings, checking, and loan accounts.
- \* Review information on your loan account including, due dates, finance charges and balance information.
- \* Request a check withdrawal from your savings, checking, and/or loan accounts.
- \* Order stop payments on checks.
- \* Enable mobile banking
- \* Download account history into your personal financial software.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Credit Agreement and Disclosures, as applicable.

You must contact the credit union office for any loan payoffs.

**2. Internet Banking Service Limitations.** The following limitations on Internet Banking transactions may apply:

**Transfers.** You may make funds transfers to your other accounts as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. TRANSFER LIMITATIONS - For all savings, Christmas Club, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. 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. If you do not use the Internet Banking Service for 100 calendar days, we reserve the right to terminate your service.

**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 any ATM deposit transactions and our Funds Availability Policy.

**E-Mail.** The Credit Union may not immediately receive E-mail communications that you send 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 immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number in Section 4.

**3. Security of Password.** The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**4. Member Liability.** You are responsible for all transfers you authorize using the Internet Banking services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Internet Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized loan transactions through the Internet Banking service is \$50.

Also, if your statement shows Internet Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(800) 950-6728, fax (205) 682-1193 or write:

Mutual Savings Credit Union, PO Box 362045, Birmingham, AL 35236

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

**6. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. The Internet Banking service is free.

**7. Right to Receive Statements.** Transfers and withdrawals transacted through Internet Banking will be recorded on your monthly statement.

**8. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make: \* As necessary to complete transfers; \* To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; \*To comply with government agency or court orders; \*If you give us your express permission.

**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, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

\* If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.

\*If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transaction.

\*If your computer fails or malfunctions or the Internet Banking service was not properly working and such problem should have been apparent when you attempted such transaction.

\*If circumstances beyond our control (such as fire, flood, telecommunication outages, or strikes, equipment or power failure) prevent making the transaction.

\*If the funds in your account are subject to an administrative hold, legal process or other claim.

\*If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

\*If the error was caused by a system beyond the Credit Union's control such as a telecommunications system or Internet service provider.

\*If there are other exceptions as established by the Credit Union.

**10. Termination of Electronic Fund Transfer Services.** You agree that we may terminate this Agreement and your electronic fund transfer services, if you, or any authorized user of your

Internet Banking services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or password or if you wish to receive paper statements. In addition, we reserve the right to terminate the service if you fail to use the service for 100 calendar days. You or any other party to your account can terminate this Agreement by notifying us in writing or calling (800) 950-6728. Termination of service will be effective the first business day following receipt of your notice. You understand if you opt-out of e-statements you will no longer have access to home banking. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. You agree we may terminate any service within Internet Banking, at our discretion without prior notice to you.

**11. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**12. Billing Errors.** In case of errors or questions about your Internet Banking transactions, telephone us at the phone numbers or write us at the address set forth in Section 4, paragraph 3 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

\* Tell us your name, account number, and the dollar amount of the suspected error.

\* Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly.

For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not

occur.

**13. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

## **Electronic Statements (e-statements)**

### **Electronic Delivery of Statements and Notices**

By accepting the “Mutual Savings Credit Union Electronic Statement (e-statement) Disclosure Agreement”, you consent and agree that Mutual Savings Credit Union (MSCU) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-statements) for your MSCU deposit account(s).

### **Definitions**

As used in this Agreement, the words “we”, “our”, “us”, and “MSCU” mean Mutual Savings Credit Union. “You” and “your” mean the account owner(s) authorized to receive e-statements under this agreement. “Account” or “accounts” mean your deposit accounts at MSCU.” NetTeller” is referred to as home banking. “Business days” means Monday through Friday excluding Federal holidays.

### **Scope of Consent for Electronic Delivery of Statements**

Your consent to receive e-statements covers the periodic statements you are provided in connection with your MSCU deposit account(s). E-statement service is automatic with home banking enrollment. Your consent also covers disclosures that are required with your account statements, including, but not limited to, the errors resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that MSCU may provide to you electronically. By using e-statements, you accept and agree to be bound by the general terms and conditions governing e-statements, including without limitation all the terms and conditions in this agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that MSCU may from time to time make available to you in connection with e-statements.

MSCU has absolute discretion to make e-statements available to you. Further, MSCU has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue e-statements without giving and reason and you understand that by using e-statements after any modification or change has been effected, you would have agreed to such modification or change.

You understand that after your first use of Home Banking MSCU will discontinue mailing paper account statements to you. All statements for that account will be e-statements which you will access through MSCU's Home Banking to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your e-Statement with instructions on how to access your e-statement. You may then access your e-statement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of eighteen (18) months (or such period as decided by MSCU and notified to you) from the applicable statement date.

### **Scope of Consent for Electronic Delivery Notice**

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement when you access our home banking system.

We will send all statements via e-mail to the last known email address provided by you. You agree to notify us promptly of any change of your email address.

### **Mutual Savings Credit Union Statement Procedures**

All of your associated accounts under this primary account number will be enrolled for e-statements upon your first use of home banking.

You will receive an automated notification e-mail shortly after the end of each statement period informing you that your e-Statement is ready for viewing as well as information on how to access your e-statement. In order to access your e-Statements, you must log in to MSCU's Home Banking service and click on the e-statements tab, check the statement you wish to view and then click display.

MSCU has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in home banking.

### **Duty to Review Periodic Statements**

You must promptly access/review your e-statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-statement. If you do not immediately report to MSCU any non-receipt of e-statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-statements to be true, accurate and correct in all respects.

### **Change of Mailing Address, Email Address, and Other Information**

You agree to notify us immediately of any change in your mailing address, e-mail address or other particulars relevant to this Agreement. To notify us please go to [www.mutualsavings.org](http://www.mutualsavings.org) and log into our home banking service, select the Profile tab to change your email address and physical mailing address or you may visit the nearest branch. *Note that you must provide us with an email address in order to use the home banking service.*

### **Joint Accounts**

If your MSCU account is owned jointly with another person, either one of you may consent to receive electronic disclosures and e-statements and that person's election to access e-statements shall apply to both of you. MSCU will automatically turn off the paper statement for that account when the first e-Statement has been made available.

### **Security**

You agree that MSCU shall not be liable if you are unable to gain access to the website or MSCU system from time to time. You understand that some or all of the e-statement services and/or other MSCU system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond MSCU's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-statement for each of your MSCU accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and home banking sessions.

MSCU does not warrant the security or confidentiality of any information transmitted through and applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-statements.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-statements provided to you under the Agreement. We do not and cannot warrant that the e-statement service will operate without error, or that e-statement service will be available at all times. Except as



specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Mutual Savings Credit Union makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

Mutual Savings Credit Union shall 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 intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

Mutual Savings Credit Union cannot control information on other websites. We are not responsible for the content or privacy of websites linked from Mutual Savings Credit Union's websites. Please review the privacy policy of the service provider.

### **Our Right to Terminate**

You agree that we can terminate the e-Statement service and revert to printed statements for any reason at any time.

E-statement service will cease when you have not accessed your home banking account for a period of 100 days.

### **Communications between Mutual Savings Credit Union and You**

You can use e-mail to communicate with MSCU by visiting [www.mutualsavings.org](http://www.mutualsavings.org) and clicking on the Mailbox link in the contact us link. However, mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 1-800-950-6728, Monday through Friday from 8:30 a.m. – 5:00 p.m. CT.

### **Requesting a Paper Copy of Your Account Statement**

You can request a paper copy of your account statement by calling us at 1-800-950-6728. Refer to our current fee disclosure for any applicable fees for statement copies.

### **Your right to Opt-Out**

You or any other party to your account can terminate this Agreement by notifying us in writing or calling 1.800.950.6728. Termination of service will be effective the first business day following receipt of your notice. You understand if you opt-out of e-statements you will no longer have access to home banking.

### **Additional Terms and Conditions of your Electronic Statement Disclosure Agreement**

This Agreement is in addition to the terms and conditions described in the Regulation E Agreement, the Consumer and Business Master Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s), collectively referred to as the "Account Agreement and Disclosures" that were given to you at account opening. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Account Agreement and Disclosures, the terms and conditions of this Agreement shall control with respect to the e-statements. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-statements and home banking.

## **REMOTE DEPOSIT SERVICE AGREEMENT**

1. **Service and Service Terms.** The following terms and conditions apply to the Mutual Savings Credit Union REMOTE DEPOSIT SERVICE (Service). Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of Mutual Savings Credit Union's Account Agreement and applicable service terms are incorporated into this Agreement by reference. Your use of the RDC signifies your acceptance of the terms of this agreement

2. **Overview and definitions.** This Agreement states the terms and conditions by which Mutual Savings Credit Union will deliver to Member, the Service, as described below.

2.1 **"Member"** means a person that has a membership with Mutual Savings Credit Union.

2.2 **"Business Day"** means any day which Mutual Savings Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or holidays observed by Mutual Savings Credit Union.

2.3 **"Scanner"** means any device acceptable to the Credit Union, which provides for the capture of images from original items and for transmission through a clearing process.

2.4 **"Item"** means a check, a paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item). Acceptable items include personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a U. S. financial institution and in US funds. It is understood that Member will only be transmitting electronic images of the front and back of items. In order for an item to be processed for deposit, it must be properly endorsed in the proper location on the back of the item and signed by the payee(s). **Any image of a check must accurately and legibly provide all the information on the front and back of the check.. You agree to endorse any item transmitted by signing the back of the check and include the statement "For Remote Deposit Only MSCU"**.

2.5 **"Service"** means the specific Remote Deposit Service provided by the Credit Union. The Service shall be provided for items received for deposit into Member accounts at Mutual Savings Credit Union by converting original checks into substitute checks as defined by the Check Clearing for the 21<sup>st</sup> Century Act, also known as Check 21.

2.6 **"Service Start Date"** means the date that the Service is first utilized by the Member.

2.7 **"Technology"** means the Credit Union or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by Mutual Savings Credit Union or its subcontractors and used in the provision of Services hereunder.

2.8 **"Access Systems"** means all services, hardware, software and other technology (including high speed Internet access service) necessary to access the Service.

2.9 **"Subcontractors"** means any third party service provider of the Service.

2.10 **"Term"** shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

### **3. Member Obligations; Suspension of Service, Account Terms, Limits**

3.1 Qualification. In order to use the Service, you must meet our account qualification standards that are in our sole discretion. We reserve the right to change these standards with or without notice. Your continued ability to access the system may be terminated if your account status changes.

3.2 **Hardware, Software and System Requirements.** In order to utilize the Service the Member must have the following hardware and software with the indicated specifications:

- Must have an Android® or iPhone®
- Must have MSCU's Mobile Application downloaded to the device

- Must be able to capture an image of the item
- Must have the ability to transmit the image electronically.

**3.3 Member Responsibilities.** To access your account(s) with the Credit Union, Member must have an eligible checking account with the Credit Union, and have established high speed Internet access and an email address. When using the Service, Member shall provide, at Member's sole cost and expense, all Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems.

**3.4 Disclaimers.** Mutual Savings Credit Union is not responsible for any error or failures from any malfunction of any Access Systems, and Mutual Savings Credit Union is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. Mutual Savings Credit Union does not guarantee that the Service will be compatible with all computer systems and Internet browsers, routers or firewalls. Further, Mutual Savings Credit Union does not and cannot control the flow of data to or from the Credit Union's network, its service provider's networks or other portions of the Internet. Accordingly, Mutual Savings Credit Union cannot guarantee that Member's connection to the Internet will not be impaired or disrupted, and Mutual Savings Credit Union hereby disclaims any and all liability resulting from or related to such events.

**3.5 Withdrawal of Access/Suspension of Service.** Mutual Savings Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice if Mutual Savings Credit Union believes Member is in breach of this Agreement or otherwise using or accessing the Service inconsistently with the terms and conditions hereof. Further, Mutual Savings Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency such as inclement weather or other conditions beyond our control.

**3.6 Handling of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds Mutual Savings Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (ii) for any Items being submitted for deposit or presented for payment more than once..

**3.7 Retention and Disposal of Transmitted Items.** You will promptly provide a sufficient copy of the front and back of the item to Mutual Savings Credit Union as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or for Mutual Savings Credit Union's audit purposes. If you are unable to provide a sufficient copy of the front and back of the item, you will be liable for any unresolved claims by another party concerning the item. Mutual Savings Credit Union recommends that original items be retained for at least 90 days.

**3.8 Account Statement Examination.** Unless Member notifies Mutual Savings Credit Union of any errors to deposits made through the Service within 30 days after the applicable account

statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

**3.9 Processing of Items.** Images of items transmitted by Member are not considered received by Mutual Savings Credit Union until Member has received an electronic confirmation of the receipt of the deposit from Credit Union. However, receipt of the confirmation from Mutual Savings Credit Union does not mean that the transmission was error free or complete. Items transmitted by the Member and received by Mutual Savings Credit Union or its subcontractors by 4:00 p.m. Central Time, on a Business Day, shall be credited to the Member's applicable account on the same Business Day.. Items received by Mutual Savings Credit Union after 4:00 p.m. Central Time on any Business Day shall be credited to the Member's applicable account on the next successive Business Day. These times are subject to change without notice.

**3.10 Funds Availability.** Mutual Savings Credit Union may delay availability of funds deposited using Remote Deposit Service based on the length and extent of your relationship with the credit union, transaction experience and any other such factors that are in the sole discretion of Mutual Savings Credit Union. Funds deposited after 4:00 p.m., Central Time on a business day will not be available for withdrawal until the next business day as provided in paragraph 3.9 above.

**3.11 Fees:** Please refer to Mutual Savings Credit Union's Fee Schedule.

**3.12 Account Terms.** Any and all deposits made to your account using Remote Deposit Service are subject to the terms and conditions of your Account Agreement. You agree to promptly repay in full any and all deposits that are returned unpaid along with any corresponding fees as established by the Board of Directors of Mutual Savings Credit Union. You understand and agree that items will be posted in the order that they are received subject to verification and final payment.

**3.13 Limits.** We reserve the right to impose limits on the amounts or number of items that you transmit using the Service. These amounts are subject to change and may be dependent upon your account relationships.

**3.14 Ineligible Items.** You may not deposit third party checks, checks drawn on your same account at Mutual Savings Credit Union, checks requiring third party endorsements other than another account owner, checks drawn on Foreign Banks, Treasury Warrants or Insurance Drafts requiring the endorsement of a third party, altered checks, restrictive endorsement required checks, stale dated checks, substitute checks, non-negotiable items previously deposited and returned, savings bonds, checks or items prohibited by the terms of your account.

**3.15 Exception Items.** The Credit Union may reject any electronic image that the Credit Union, at its sole discretion, determines to be ineligible for the service, including without limitation, electronic images of items drawn on banks located outside of the United States, items payable in foreign currency, images that are illegible, improper endorsements, electronic images of items previously processed, electronic items previously converted to substitute checks, and electronic

images with unreadable MICR information. If an item is rejected after approved submission, an email will be sent stating the item was rejected. The failure of the Credit Union to identify an item as an Exception Item shall not preclude or limit the obligation of the Member to the Credit Union. We are not responsible for any image that we do not receive. We reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account.

**3.16. Returned Items.** Any item that is dishonored will be returned as an image of the original item or as a Substitute Check and is subject to a fee according to the Mutual Savings Credit Union Fee Schedule at the time of the return.

#### **4. Warranties and Indemnities**

4.1 Member shall not use the Service in any way that could potentially harm the Credit Union's network or sites, or the network or sites of its third party service providers. Member shall not use and may not authorize others to use the Service in any way that: (i) transmits any item or other materials via the Service that is deceptive or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software or devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of the Credit Union, its subcontractors or service providers.

4.2 **Your Warranties.** You make the following warranties and representations with respect to each item presented to us:

- Each item is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer 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.
- All items are payable in U.S. Dollars.
- 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 on an item that has already been paid.
- 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 from the original check.
- You have possession of the original check and no party will submit the original check for payment.

4.3 **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 Remote Deposit Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images.

**4.4 Indemnification.** 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 attorney's fees and expenses arising from your use of Remote Deposit Capture and/or breach of this agreement. You understand and agree that this paragraph shall survive the termination of this Agreement

**4.5 Disclaimer.** Mutual Savings Credit Union warrants that the Service shall be performed in a workmanlike and professional manner consistent with banking industry standards. Except as expressly set forth in this agreement, the service is provided on an "as is" basis, and Mutual Savings Credit Union hereby disclaims all other warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement.

**4.6 Compliance with Law.** You understand and agree that you will use Remote Deposit Service for lawful purposes and in compliance with all applicable laws, regulations and rules. 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.

## **5. Limitation of Liability**

**5.1 LIMITATION OF LIABILITY.** To the extent permitted by applicable law, neither Mutual Savings Credit Union nor any of its subcontractors or service providers shall be responsible for any loss, property damage or bodily injury arising out of your use of the service, whether caused by the credit union, its subcontractors or service providers, as well as member's use of the service, equipment, scanners, or software provided under this agreement. In no event shall Mutual Savings Credit Union or any of its subcontractors or service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the service, equipment or software used by the member or Mutual Savings Credit Union in connection with operation of the service, equipment, scanners or software.

## **6. Termination.**

**6.1 Termination.** Mutual Savings Credit Union may immediately terminate the Service or any portion of the Service if Mutual Savings Credit Union determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with or without notice, decides to cease providing this Service. Member may terminate the Service with notice to Mutual Savings Credit Union in person, by phone, written notification through postal mail or by electronic mail message (email). No minimum time is required by the Member for notification to the Credit Union. MSCU can terminate service if member violates any term of agreement

## **7. Miscellaneous Provisions.**

**7.1 Notices.** Member agrees that any notices required or permitted under this Agreement may be given electronically.

**7.2 Governing Law.** This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the laws of the State of Alabama.

**7.3 Subcontractors.** Mutual Savings Credit Union may use third party service providers to provide some or all of the Service under this Agreement on behalf of the Credit Union.

**7.4 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.

**7.5 Force Majeure.** Mutual Savings Credit Union shall not be responsible for any loss or damage of any kind resulting from any delay in the performance or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

all other warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement.

**4.6 Compliance with Law.** You understand and agree that you will use Remote Deposit Service for lawful purposes and in compliance with all applicable laws, regulations and rules. 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.

## **5. Limitation of Liability**

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