

The following is an addendum to the Online Banking Agreement which is only applicable to certain qualified accounts that utilize the bank's Remote Deposit Anywhere Service. This is a discretionary service and CUSB Bank reserves the right to determine if an account is qualified for this service based on length of account relationship and account activity including, but not limited to, average collected balances and prior overdraft activity.

### **Remote Deposit Anywhere Service**

In this Addendum ("Addendum"), the words "you" and "your" refer to you as the person or business entity entering into this agreement. The words "you" and "your" also includes any user you authorize to use the CUSB Bank Remote Deposit Anywhere Service on your behalf. The words "we", "us" and "our" refer to CUSB Bank.

This Addendum to the CUSB Bank Online Banking Agreement ("Online Banking Agreement") contains the terms and conditions for the use of CUSB Bank's Remote Deposit Anywhere Service ("Service") via the CUSB Bank Mobile Banking application ("App"), or CUSB Bank Online Banking which allows you to deposit certain checks into qualified CUSB Bank deposit account. Other agreements you have entered into with CUSB Bank, including the disclosures received when opening your account, governing your CUSB Bank account, are incorporated by reference and made a part of this Addendum. Your use of the Service constitutes your acceptance of this Addendum. In the event that the Addendum and the Online Banking Agreement conflict the Addendum shall govern with respect to the service.

#### **1. Description of the Remote Deposit Anywhere Service**

The Service enables qualified Online Banking customers to use the App or Online Banking to make certain deposits electronically by using a supported mobile device or compatible flatbed scanner as defined below in Equipment to create electronic image of a paper check or other paper source document payable only in U.S. Dollars ("Item") by scanning the Item and transmitting it and related data to us. The service enables transmission of those electronic images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to use for review and processing in accordance with this Addendum, which creates an "Electronic Item" of the paper check. After the Electronic Item is reviewed and determined eligible for processing, we will:

- a. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
- b. include the Electronic item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- c. present or post any electronic Item for which we are the Paying Bank

In order to enroll in the Service, you must be designated as an authorized signer or owner of a CUSB Bank account that is qualified for this Service and be approved by CUSB Bank. You are solely responsible for information or data that is transmitted, supplied or key-entered by you. As conditions to CUSB

Bank's provision for the Service, you shall (a) maintain your CUSB Bank account in good standing, (b) subscribe to CUSB Bank's Online Banking Service, and (c) comply with such restrictions on the Service as we communicate to you from time to time.

## **2. Equipment**

To use the Service, you must have:

- a. a supported mobile wireless handheld device (e.g., iPhone®; other Smartphone; iPad® or similar tablet computer; etc.) with a supported camera, Web Browser, and a supported operating system, (in each case, a "mobile device"), have a data plan for your mobile device, and download the App to your mobile device (collectively, after downloading the App, the "Mobile Device").
- b. a pc or laptop with a supported Web Browser, and a supported operating system that is attached to a flat bed scanner that is TWAIN or WIA driver compatible. Contact CUSB Bank for a list of known compatible flat bed scanners.

CUSB Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier or your flat bed scanner will be compatible with the Service.

## **3. Endorsement**

Before you capture the Electronic Item of any Item, you shall restrictively endorse such Item with your signature and print "For Remote Deposit Only, CUSB Bank" below your signature.

## **4. Eligible Items**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the Electronic Item transmitted to CUSB Bank shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code. You also agree that you will not use the Service to deposit any items that:

- a. Are made payable to persons or entities other than you;
- b. Are payable jointly, unless deposited into an account in the name of all payees;
- c. Have any endorsement on the back other than that specified in this agreement;
- d. Contain alterations on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Item is drawn;
- e. Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder;
- f. Were previously converted to a substitute item, as defined in Reg CC, or were otherwise cashed or deposited;
- g. Have been previously deposited and returned;
- h. Have been previously submitted or deposited through the remote check deposit service or through a remote deposit capture service of another financial institution;
- i. Are drawn on a financial institution that is not part of the U.S. Federal Reserve Bank System;

- j. Are remotely created checks, as defined in Reg CC;
- k. Are not payable in United States currency;
- l. Are payable to Cash;
- m. Are a US Savings Bond, money order, cashier's check, or travelers check;
- n. Do not bear a signature of the person from whom the item is drawn or lack an issued date;
- o. Are postdated or dated more than 6 months prior to the date of deposit; or
- p. Are prohibited by CUSB Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your CUSB Bank account.

Nothing in the Addendum shall be construed as requiring CUSB Bank to accept any Item for deposit unless the check and its electronic submission meet the requirements of this Addendum, even if CUSB Bank has accepted that type of Item previously, nor shall CUSB Bank be required to identify or reject any checks. If you wish to deposit any Item in your account that is not eligible for the Service, you shall do so only by depositing the original paper check.

## **5. Changes to the Service**

CUSB Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. You may reject changes by discontinuing use of the Service. Your continued use of the Service after the date of any such change to the Service shall constitute your acceptance, receipt of notification of, and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in Service, and CUSB Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but CUSB Bank cannot guarantee that such notice will be provided.

## **6. Deposit Limits**

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

## **7. Fees**

You agree to pay the fees described in CUSB Bank's Fee Schedule that apply to your deposit account(s). CUSB Bank currently does not charge a fee for the Service. You understand and agree that fees may be changed from time to time. You further understand and agree that any fee for Service is separate and apart from any other charges that may be assessed by your wireless carrier. Your wireless carrier may charge you for data usage, any text messages, or other forms of communication sent to or received from CUSB Bank. You will be wholly responsible for any charges from your wireless carrier associated with the use of this Service.

## **8. Processing Your Electronic Items**

If you transmit your Electronic Item to CUSB Bank prior to 3:00 p.m. Central Time on any Business Day, we will review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) after 3:00 p.m. Central Time or on any non-Business Day, we shall review and process your

Electronic Item(s) on the next Business Day. A "Business Day" is every day except Saturdays, Sundays and federal holidays. Your Electronic Item(s) is deemed to have been transmitted to CUSB Bank when the Service generates a confirmation message. Receipt of such confirmation does not mean that the transmission was error free or complete.

### **9. Availability of Funds**

CUSB Bank will make funds available for checks and items transmitted, accepted, and successfully processed through the Service according to CUSB Bank's standard funds availability policy for your CUSB Bank deposit account used in conjunction with the Service.

### **10. Item Processing**

If the Electronic Item transmitted to us does not comply with our processing requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the Electronic Item in the form received from you;
- b. repair or attempt to repair the Electronic Item and then further transmit it;
- c. return the data and Electronic Item to you unprocessed and charge back your account.

The Electronic Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

We will use commercially reasonable efforts to review each Electronic Item and have the right to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service.

We are not responsible for Electronic Items:

- a. that were previously processed or that we do not receive
- b. that may fail during transmission
- c. that are illegible or contains MICR data that is not machine-readable
- d. that are drawn on banks located outside the United States

### **11. Disposal of Transmitted Items**

You agree to retain and safeguard the paper check for 10 days after you have transmitted the Electronic Item. After 10 days have passed and you have verified that the funds associated with the Electronic Item have been added to your balance, you agree to prominently mark the paper check as "VOID" and properly destroy the paper check to ensure that it is not represented for payment and that all personally identifiable information on the check is not readable.

### **12. Warranties**

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU

AND BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT C US BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY C US BANK IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You represent and warrant to us that:

- a. Any Electronic Item we receive accurately and legibly represents all of the information on the front and back of the original paper check as originally drawn;
- b. The information you transmit to us corresponding to a paper check contains a record of all applicable machine-readable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- c. The paper check conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. The paper check has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the paper check or the electronic Item such that the person will be asked to make payment based on a paper check that has already paid;
- e. You will not redeposit through this Service any paper check previously deposited and returned to you unless we advise you otherwise;
- f. After the paper check has been converted to an Electronic Item and submitted for deposit, you shall not otherwise transfer or negotiate the original paper check, substitute check or any other representation thereof. You further agree that you shall be solely responsible for the original paper checks(s), including secure retention, storage, retrieval and destruction of the original paper check(s). If necessary and upon our request, you agree to provide us with the original paper checks(s).
- g. You will employ reasonable security measures sufficient to protect the paper check in transmission and storage that is only accessible by persons needing access to the paper check(s);
- h. You will only transmit original paper check(s);
- i. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority. You agree to notify C US Bank of any suspected errors regarding items deposited through the Service right away, and to notify C US Bank in no event later than 60 days after the applicable C US Bank account statement is provided. Unless you notify C US Bank within 60 days of receiving your statement, you are prohibited from bringing a claim against C US Bank for such alleged error;
- j. All information you provide to C US Bank is accurate and true; and
- k. You will comply with this Addendum and all applicable rules, laws and regulations.

### **13. Ownership & License**

You agree that CUSB Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum. You further acknowledge and agree that a third party provider or licensor to CUSB Bank (“Licensor”) is the owner of all rights, title and interest in and to the downloaded software to be used for access to the Remote Deposit Anywhere Service from CUSB Bank and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the “Software”). Subject to the terms and conditions of this Addendum, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Addendum. You shall not: (i) modify, revise or create any derivative works of the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright. Your use of the Service is subject to and conditioned upon your compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) for any purpose which would be contrary to CUSB Bank’s business interest, or (ii) to CUSB Bank’s actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

### **14. Disclaimer**

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF THE SOFTWARE, CAPTURE DEVICES, SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, FREE FROM DEFECTS OR VIRUSES OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOUR USES OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

### **15. Limitation of Liability**

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT

LIMITED TO LOSS OF PROFITS, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF 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 SERVICE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, CUSB BANK, ANY OF THEIR CONTRACTORS OR PROVIDERS, OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR, CUSB BANK, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE AND THE CHECK DEPOSIT SERVICE.

#### **16. Indemnification**

You agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a. Any material breach in a representation, warranty, covenant, or obligation made by you pursuant to this Addendum or the Online Banking Agreement;
- b. Any claim pertaining to any warranty or indemnity that we make with respect to an Electronic Item under the Check Clearing for the 21<sup>st</sup> Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.
- c. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to (i) duplicate scanning of the same original paper check, (ii) transmission of duplicate Electronic Items, (iii) numerical errors on deposit data entry, and (iv) fraudulent or unauthorized use of your hardware or security credentials.
- d. Your failure to (i) securely maintain your hardware or the original paper check(s), or (ii) properly and timely dispose of the original paper check(s) in accordance with Section 12.

#### **17. Miscellaneous**

Security of Your Account Information, Mobile Device and/or Computer. You are responsible for the following:

- a. Maintaining confidentiality and security. Maintaining the confidentiality and security of your Mobile Device or Computer, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Remote Deposit Anywhere Service (collectively, "Access Information").
- b. Preventing unauthorized access. Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Remote Deposit Anywhere Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (collectively, "Communication") entered using the Access

Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to notify CUSB Bank immediately if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Device or Computer. CUSB Bank reserves the right to deny you access to the Remote Deposit Anywhere Service (or any part thereof) if C US Bank believes that any loss, theft or unauthorized use of Access Information has occurred.

An Electronic Item deposited into a consumer account is being treated as an electronic fund transfer subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please refer to the Electronic Funds Transfer Disclosure provided to you at the time you opened your account(s).