CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

Introduction: You are submitting an intent to apply for access to Curis Financial Credit Union electronic services. To do this, we need you to consent to our giving you certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices, and information ("Disclosures") from the Credit Union. By completing and submitting an application through us, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures. All agreements with the Credit Union are subject to the terms and conditions of your Credit Union Membership Agreement.

Electronic Communications: Any Disclosures related to your Request will be provided to you electronically. However, if you wish to obtain a paper copy of any Disclosures, you may write to us at: <u>Curis Financial Credit Union, PO Box 100167, Columbia, SC 29202</u> with details of your request. Paper copies will be provided to you at no charge.

Scope of Consent: Your consent to receive Disclosures and to do business electronically, and our agreement to do so, only applies to this Request.

Withdrawing Consent: You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

Changes to Your Contact Information: You should keep us informed of any change in your electronic or mailing address. You may contact <u>Curis Financial Credit Union at PO Box 100167, Columbia SC, 29202</u> regarding any such changes.

YOUR ABILITY TO ACCESS DISCLOSURES: BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE ELECTRONIC DISCLOSURES.

CONSENT: BY COMPLETING AND SUBMITTING YOUR REQUEST, I/WE CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO ME/US IN ELECTRONIC FORM AND TO DOING BUSINESS WITH CURIS FINANCIAL CREDIT UNION ELECTRONICALLY. I/WE AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND I/WE AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES MY/OUR SIGNATURE AS THOUGH THE SAME WERE PHYSICALLY SIGNED BY ME/US. IF THERE IS A CO-APPLICANT OR USER, I/WE REPRESENT AND WARRANT THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC SUBMISSION/CONSENT QUALIFIES AS MY/OUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

CONSENT FOR ELECTRONIC DISCLOSURES ON CREDIT UNION WEBSITE

ACCEPT – I/We consent to electronic disclosure of all Electronic Records as indicated above and confirm that I/we will receive and read the terms and conditions of all agreements, disclosures, notices, and other documents provided electronically. If there is more than one Owner or Authorized User, etc., clicking the "I ACCEPT" you are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the Service, as applicable, and that you are authorized to consent on their behalf.

CANCEL – I/We do not consent to electronic disclosure and understand that this choice cancels the application or other transaction now being performed.

ONLINE BANKING - Regulation E - ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

Purpose of this Section: All agreements set forth in this Agreement remain in effect except as specifically modified in this Section.

Transactions we Facilitate: As a user of electronic funds transfer service, you may have access to specifically identified automated teller machines, PC/ONLINE BANKING, MasterCard Debit, and Automated Clearing House (ACH) services.

The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), transfers initiated by telephone, transfers resulting from debit card transactions (whether or not initiated through an electronic terminal) and payments made by a bill payer under a bill payment service (unless made solely by check, draft or similar paper instrument), and online banking.

Preauthorized credits: You may arrange for certain direct deposits to be accepted into your Credit Union share savings, Money Market, checking account(s).

Preauthorized payments: You may make recurring payments from your checking account.

Electronic Check conversion (ECK) transaction: An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be

processed when the member has authorized it. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction.

ACH & Wire Transfers: You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown in your periodic statement. We may provisionally credit your account for an ACH transfer before we receive a final settlement. We may reverse the provisional credit, or you will refund us the amount if we do not receive a final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. We may accept on your behalf payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed wire. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

PC Banking/Online Banking: You may access your account through our telephone transaction system by the use of your account number and your authorization code (PIN), and a Touch-tone phone. You connect to PC/Online Banking from our website: www.curisfinancial.org, by entering your username and your password. You must then accept any additional agreements and/or disclosures and select a new password and respond to any challenge questions as required by our systems. Monetary transfers from share savings and checking accounts via PC/Online Banking are included, under Regulation D, as part of the six allowed transfers per month.

Transactions include:
View deposit and loan account balances and history
Transfer funds from share savings to any sub account or to another member account
Advance funds from a line of credit to related share or savings account
Make loan payments from related share or saving accounts (Credit Union loans only)
Access E-Statements
Verify Cleared Transactions / Checks
Look up status / information on your loan and share/share draft accounts
Access online statements (e-statements)*

* Online Banking only.

Pc/Online Banking Bill Payment Services: You may pay recurring bills through PC/Online Banking Bill Payment Services. Payments may be made from checking and savings; however, Regulation D may limit the number of transfers from savings to no more than six a month or a fee may apply. A vendor may not accept payments made through online bill payer systems. If you select a vendor that will not accept payment, you will receive an e-mail notice that the vendor will not accept your payment.

To sign up: Click on PC/Online Banking and follow the prompts. Bill Payment functions include the following:

View pending payments
View payment history
Payee maintenance (e.g., change vendor name and address)
Add one vendor payment or add multiple vendor payments at one time Customer Support

Timing of payments: Credit Union processes payments though a third-party vendor and is not responsible for the timing of payments. Allow 10 working days for your payment to reach the vendor. Mail payments take longer than those sent electronically. The vendor determines which type of payment it will receive. Credit Union is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

Sufficient funds: You must have sufficient funds in your account to cover the payment. We will not take your account balance negative to make a scheduled payment.

Liability: In no case will Credit Union be liable for consequential, indirect, or punitive costs or damages. Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner.

ATM Transactions: You may access your account(s) by Credit Union ATM using your ATM or MasterCard debit card and personal identification number (PIN) to:

Get balance information on savings and checking accounts
Make withdrawals from savings
Make withdrawals from savings and checking
Transfer money from savings to checking and transfer money from checking to savings
At foreign ATMs you can get balance information and make cash withdrawals from checking or savings, depending upon how
your account is set up
All services may not be available at all terminals. The way your card is set up also affects what transactions you can do.

Other ATM Card Transactions: You can use your Credit Union ATM card to access your share savings and checking account at the ATM to get cash and make deposits, pay for services (in person), get cash from a merchant, if merchant policy permits, or from participating financial institutions.

MasterCard® Debit Card POS transactions: You may access your Credit Union share savings and checking account at the ATM to get cash. You may access you Credit Union checking account to purchase goods (in person), pay for services (in person), get cash from a merchant (if merchant policy permits) or from participating financial institutions, and use it to pay for goods and services by telephone and the Internet.

ATM transaction limitations are set forth in the Schedule Foreign ATMs are machines we do not own that allow access via the networks set forth in the Schedule, which may change from time to time.

Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard, as applicable. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. Cross-Border Transaction Fee: In addition, MasterCard charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

Preauthorized credit: If you arrange to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number stated in the Schedule to find out whether the deposit has been made.

Fees: Please refer to the Schedule for applicable fees.

ATM operator/network Fees: You may be charged a surcharge fee by the owner of a non-Credit Union ATM or by the network used and you may be charged for a balance inquiry even if you do not complete a funds transaction. Credit Union may charge you a fee for using a non-Credit Union machine as set forth in the Schedule.

Right to Documentation: (1) Terminal Transactions - You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal; (2) Direct Deposits - If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write to us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly; (3) Periodic Statements - Transfers and withdrawals transacted through an ATM or POS terminal, Telephone, Online Banking or check card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

Electronic Statement: Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices, and promotional material. Credit Union will provide you with error-resolution information with each periodic statement. **Equipment Required:** You will need access to a personal computer and the Internet. To view your e-statement, you will need Adobe Acrobat Reader®. If you choose to print your statement, you will need access to standard printing capabilities.

Authorizing e-statements: You must sign up for e-statements through PC/ONLINE BANKING you can reach via our web site <u>www.curisfinancial.org</u>. We will consider your request for e-statements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for review. Your statement will remain on the site for 90 days from the date we notify you. We will stop sending paper statements on this account unless you cancel e-statements; however, you can always request a printed copy of the statement. See Schedule for applicable fees.

Canceling e-statement: If may choose to discontinue e-statements at any time and we will switch you back to paper statements at no charge. **We must hear from you at least five business days before the end of a statement period,** which is either the last business day of the month or last day of business for the quarter. To cancel e-statements, contact us at the number or address noted in the Schedule.

Member Responsibilities: It is your responsibility to keep Credit Union informed of your current e-mail address. Failure to notify Credit Union of e-mail address changes is treated just as failure to notify us of new physical address. See the Schedule for this charge. It is your responsibility to contact us if you do not receive your statement or notice of statement. Statements will reside on the secure site for 90 days. If you do not retrieve your statement within that time, you will have to call for a paper statement to be generated and pay the appropriate charge shown on the Schedule.

Stopping a Preauthorized Payment: You can stop any of these payments. Here is how: Call us at the telephone number listed in the Schedule in time for us to receive your request, three business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us 14 days after you call. See the Schedule for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. Liability for failure to stop payment: If you order us to stop one of these preauthorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Liability For Failure to Make a Transaction: If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly, and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood, or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or another similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

Information Disclosure: We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

Business Day Disclosure: Our business days are set forth in the Schedule.

In Case of Errors or Questions About Transactions: In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in either section E, Membership Liability, or at the end of this disclosure, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure) We must hear from you no later than sixty (60) days after we sent the first statement in which the problem arises. You should provide the following information:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and include to the extent possible, the type, date and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business days after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). For transactions initiated outside the **United States or resulting from a point-of-sale debit card transaction:** We will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days instead of forty-five (45) business days instead of ten (10) business days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days, unless otherwise required by law, to investigate your complaint or question.

Your Liability for Unauthorized Transaction: Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your losses at a minimum. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

<u>Special Notice to MasterCard Check Cardholders</u>. If there is an unauthorized use of your MasterCard Check Card or an Internet transaction, and the transaction takes place on the MasterCard network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either MasterCard commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the

handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. See limitations applicable to non-PIN transactions earlier in this agreement.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. Also, if your statement shows 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 not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, address, e-mail address set forth in the Schedule or on the back cover of this booklet. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

Reporting A Lost Card, Access Device, PIN, or Telephone PIN: If you believe that any Access Devise has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write to us at the telephone number or address listed in this Booklet or the Schedule. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

MOBILE BANKING AGREEMENT AND DISCLOSURE ONLINE BANKING ADDENDUM

This Agreement governs your use of Mobile Banking services and Remote Deposit services provided to you by Curis Financial Credit Union.

Mobile Banking Terms and Conditions

For purposes of this Agreement, Mobile Banking means the financial services that Curis Financial Credit Union makes available, and to which you have access, using a wireless handheld device such as a cell phone, PDA, or tablet and includes, by way of example and not limitation, mobile web banking and banking initiated by means of a downloadable application. Your use of Mobile Banking is subject to this Agreement and to the following, all of which are considered part of this Agreement:

- Terms or instructions appearing on Curis Financial Credit Union's website and elsewhere when enrolling for, activating, accessing, or using Mobile Banking.
- Curis Financial Credit Union's rules, procedures, and policies, as amended from time to time, apply to Mobile Banking or any Account you maintain with Curis Financial Credit Union.
- Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
- State and Federal laws and regulations, as specifically applicable.

In addition, each Account will continue to be subject to the Membership Agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

Using A Downloadable Application

Ownership. You acknowledge and agree that a third-party provider to Curis Financial Credit Union, if applicable, is the owner of all right, title and interest in and to the downloadable software, the computer programs contained therein, and any accompanying user documentation (collectively called the Software).

License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

<u>Restrictions</u>. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to 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.

<u>Disclaimer of Warranty.</u> The software is provided on an as is and as available basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use 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.

Limitation of Liability. To the maximum extent permitted by applicable law, in no event will Curis Financial Credit Union, the provider of any financial services available through or related to the software, 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 Curis Financial Credit Union 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.

<u>Miscellaneous.</u> This Agreement constitutes the entire agreement between the parties concerning Mobile Banking. This Agreement will be governed by and construed in accordance with the laws of the state of South Carolina, excluding that body of laws pertaining to conflict of laws. The parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

<u>Content and Services</u>. Neither Curis Financial Credit Union nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Curis Financial Credit Union nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

REMOTE DEPOSIT TERMS AND CONDITIONS

Remote Deposit provides the ability to access and make deposits to your designated eligible Accounts using a wireless handheld device such as a cell phone, PDA, or tablet and includes, by way of example and not limitation, mobile web banking and banking initiated by means of a downloadable application. Remote Deposit is designed to take advantage of the Check Clearing for the 21st Century Act and its regulations (collectively, Check 21). Remote Deposit enables you to use a compatible handheld device or home scanner to capture an image of original paper checks (Original Checks) that are drawn on or payable through U.S. financial institutions (each a Check Image) and to electronically submit the Check Image and associated deposit information to Curis Financial Credit Union from your home or other remote locations for deposit into a designated eligible Account for collection thereafter by Curis Financial Credit Union. A Check Image submitted to Curis Financial Credit Union electronically for deposit is not deemed received until Curis Financial Credit Union accepts and confirms receipt of your Check Image deposit.

Your use of Remote Deposit is subject to these requirements: (1) You must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier (2) You must qualify, and Curis Financial Credit Union must approve, your eligibility (3) You may scan and submit Check Images for deposit to Curis Financial Credit Union within the dollar limits (Deposit Limits) established for you by Curis Financial Credit Union. Curis Financial Credit Union reserves the right to limit the frequency and dollar amount of deposits submitted through Remote Deposit. If you exceed the Deposit Limits established for you, Curis Financial Credit Union accepts a Check Image deposit that exceeds your Deposit Limits, Curis Financial Credit Union will have no obligation to do so in the future. Curis Financial Credit Union may at any time at its sole discretion raise or lower your Deposit Limits.

By requesting access to Remote Deposit, you authorize Curis Financial Credit Union to provide you with access to all of the Share Accounts eligible for Remote Deposit, which are a Primary Savings Account, a Checking Account and other Accounts as may be eligible in the future.

Scanning and submitting Check Image deposits does not constitute approval of the deposit by Curis Financial Credit Union. Generally, Check Image deposits received prior to 4:00 PM Eastern Time are posted to your account on the Business Day of receipt. Any Check Image deposit that requires review or that is received after 4:00 PM Eastern Time or on Saturdays, Sundays, federal holidays, Good Friday, Friday after Thanksgiving, Christmas Eve, and New Year's Eve will be posted on Curis Financial Credit Union's next Business Day. Acknowledgment that your Check Image deposit has been received by Curis Financial Credit Union does not mean that the Check Image deposit was received error free.

You agree that you will use Remote Deposit to scan only Original Checks payable to and properly endorsed by you, by signing your name(s) and writing "**Curis Financial CU-For Mobile Deposit Only**" under your endorsement, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Curis Financial Credit Union. All other items may be deposited by alternate methods such as in person or by mail.

You understand that Curis Financial Credit Union is not obligated to accept for deposit any Check Image that Curis Financial Credit Union in its sole discretion determines to be ineligible for Remote Deposit. Ineligible items include (1) Check Images of items drawn on banks located outside the United States (2) Check Images that are illegible, images of checks previously converted to Substitute Checks as defined by Check 21, and (3) Check Images with unreadable MICR information. The quality of any Check Image must comply with the requirements established from time to time by any regulatory agency, clearing house or association. You acknowledge and agree that even if Curis Financial Credit Union does not identify a Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Curis Financial Credit Union's failure to identify a Check Image you transmit to Curis Financial Credit Union as ineligible shall not preclude or limit your obligations.

You agree to be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using Remote Deposit and indemnify and hold Curis Financial Credit Union harmless from any liability with respect to (1) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically, or (2) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction; therefore, retention periods are set at the Member's discretion. You are responsible if an Original Check is misused following submission by Remote Deposit.

You make the following representations and warranties (1) You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image (2) You shall submit to Curis Financial Credit Union only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data (3) You shall be responsible for safekeeping or destruction of the Original Checks as stated above (4) You shall not submit to Curis Financial Credit Union or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Curis Financial Credit Union or which you previously submitted to and was accepted by any other person or entity for deposit (5) You shall not deposit into your Account with Curis Financial Credit Union or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Curis Financial Credit Union, unless following receipt of your submission, Curis Financial Credit Union notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn (6) You shall indemnify, defend, and hold Curis Financial Credit Union and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image. Substitute Check, or Original Check processed through Remote Deposit as described above and, (7) You shall use Remote Deposit only for your own personal, home office, or small business use in accordance with the terms of this Agreement. You shall not make Remote Deposit available or transfer your rights to use Remote Deposit for the benefit of any third party. Curis Financial Credit Union will acknowledge receipt of your Check Image deposit submitted through Remote Deposit and notify you if a Check Image is not eligible for deposit. Curis Financial Credit Union's ability to provide Remote Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Curis Financial Credit Union's response. Curis Financial Credit Union shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Remote Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Curis Financial Credit Union's control. All fees and charges stated in the Truth in Savings Rate and Fee Schedule will remain in effect when you access your Account using Remote Deposit.

Disclaimer of Warranties. You agree your use of Remote Deposit 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. Curis Financial Credit Union disclaims all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement. Curis Financial Credit Union makes no warranty that Remote Deposit (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results obtained from Remote Deposit will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected. In no event will Curis Financial Credit Union be liable to you for any consequential, incidental, or indirect damage arising out of the use, misuse or inability to use Remote Deposit or for any loss of data, even if Curis Financial Credit Union has been advised of the possibility of such damage. You agree that Curis Financial Credit Union may provide you with all disclosures, notices, and other communications about Remote Deposit, and any future amendments, changes, or additions to this Agreement in electronic form. At your request, Curis Financial Credit Union agrees to provide you with a paper copy of this Agreement by calling 888-978-2101. Your consent to receive notices and updates in electronic form only will apply for as long as you use Remote Deposit. You may withdraw your consent to receive electronic communications at any time by calling 888-978-2101. This Agreement may be downloaded at curisfinancial.org. Curis Financial Credit Union may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you as required by law or regulation. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of Remote Deposit or the safety of Curis Financial Credit Union's relationship with you or is otherwise required immediately by law or applicable regulation.

TEXT BANKING TERMS AND CONDITIONS

Your use Curis Financial Credit Union (Credit Union) Text Banking service, you agree to the following terms and conditions: (1) We may send any Credit Union Text Banking message through your communication service provider to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity (2) You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We will determine in our sole discretion what information we make available through this service (3) You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement (4) Credit Union Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts (5) This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service (6) We will not send you marketing messages through the Credit Union Text Banking service (7) Receipt of account information through Credit Union Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties (8) We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Credit Union Text Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements (9) Credit Union Text Banking is only available to members who have a consumer deposit account with us, or such other accounts as we make available from time to time in our sole discretion (10) There is no separate service fee for this service but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences (11) To cancel your plan, send STOP to 86020 at any time. You will never receive a Credit Union Text Banking message that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 888-978-2101 to report the incident. For additional assistance, contact member service at 888-978-2101. The terms and conditions in this Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us.