

## FORUM CREDIT UNION

### BUSINESS REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “you,” “your,” or “user,” mean (the member) who applied for and/or uses any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “FORUM,” “us,” and “we” mean (the Credit Union). Your application for use of the Remote Deposit Capture Services, notification of approval of your application, and the Business Membership and Account Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your application, approval, or the Business Membership and Account Agreement, this Disclosure and Agreement will supersede the account opening agreements and disclosures. All other agreements you have entered into with FORUM, including the Business Membership and Account Agreement and Disclosures governing your FORUM account, are incorporated by reference and made a part of this Agreement.

- 1. Use of the Services.** This remote deposit capture service is designed to allow you to remotely deposit paper checks to your business account with FORUM by electronically transmitting a digital image of the paper checks for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth in the “System Requirements” as disclosed in #29 of this Disclosure and Agreement. You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging. 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.

In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

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- 2. Compliance with Law.** You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. 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. You promise to indemnify and hold FORUM harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

You agree to use best efforts and bear the final responsibility to ensure your internal business policies and procedures meet the requirements of State and Federal Rules and Regulations pertaining to Remote Deposit Capture (RDC) and Image Replacement Documents (IRD). You agree to consult counsel regarding the compliance of your policies and procedures whenever there may be doubt relating to compliance.

It is understood the Credit Union must and will comply with all State and Federal Rules and Regulations pertaining to Remote Deposit Capture (RDC) and Image Replace Documents (IRD). The Credit Union will consult counsel whenever there may be doubt relating to compliance.

**FORUM Credit Union reserves the right to audit your compliance with this agreement.**

- 3. Check Requirements and Endorsement.** Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse, or association.

**You agree to endorse the back of the check and include the following for mobile deposits:  
“FOR MOBILE DEPOSIT AT FORUM CREDIT UNION”, your Account #, and the date.**

**You agree to endorse the back of the check and include the following for scanner deposits:  
“FOR REMOTE DEPOSIT AT FORUM CREDIT UNION”, your Account #, and the date.**

4. **Rejection of Deposit.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft, plus any applicable fees to your Account due to an item being returned.
5. **Items Returned Unpaid.** A notice will be sent to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize FORUM to debit the amount of such item from the Account. Returned check fees as stated on FORUM's Business Fee Schedule will apply.
6. **Mailing Address.** You agree to notify us immediately if you change your mailing address, as this is the address where you will receive notification of rejected remote deposit items.
7. **Unavailability of Services.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties, or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
8. **Computer System Protective Measures.** You agree to employ and use commercially available protective software programs to safeguard your computer systems used for RDC and/or IRD from attack or misuse that could result due to malicious software viruses, bugs, spyware, adware, key loggers and the like. You agree your protective software will remain updated on your computer systems where any check scanners are attached or from which you will access Credit Union web based services.
9. **Availability of Deposits.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal Holidays. If you make a deposit before 2:00 p.m. (ET) on a business day, we may consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. (ET) or a non-business day, we may consider that the deposit was made on the next business day.
10. **Right to Hold.** You understand funds deposited via Remote Deposit may be subject to review and FORUM's internal check hold policy. Funds may not be available until the second business day after the date of your deposit. However, if a hold is placed, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit.
11. **Extended Delays.** FORUM may delay your ability to withdraw funds deposited via Remote Deposit for the following reasons:
  - FORUM believes a check you deposit will not be paid
  - You deposit checks totaling more than \$25,000 on any one day via Mobile Deposit
  - You deposit checks totaling more than the Merchant RDC limit via check scanner
  - You deposit a check that has been returned unpaid
  - You have overdrawn your account repeatedly in the last six months
  - There is an emergency, such as failure of communications or computer equipment

FORUM will notify you if we delay your ability to withdraw funds for any of the above listed reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the eleventh business day after the date of your deposit.

12. **Accountholder's Warranties.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to FORUM shall be deemed an "item" with the meaning of Article 4 of the Uniform Commercial Code as adopted in the State of Indiana. You agree that you will use the Services to scan and deposit any checks or other items as described below:
  - Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
  - The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  - You will not deposit or otherwise endorse to a third party the original item (the original check) and no person

will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

- Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
  - You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
  - You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
  - The information provided in your Application remains true and correct, and in the event any such information changes; you will immediately notify us of the change.
  - You have not knowingly failed to communicate any material information to us.
  - You have possession of each original check deposited using the Services and no party will submit the original check for payment.
  - Files and images transmitted to FORUM will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
13. **Storage of Original Checks.** Upon receipt of a confirmation from FORUM that we have received the image of an item and you know the item has been deposited to the Account, you agree to prominently mark the item **“Electronically Presented”** or **“VOID”** and to properly dispose of the item to ensure that it is not represented for payment. As a further requirement for processing scanned checks, you agree to emboss the checks with a **“Check 21 Processed”** stamp. Upon processing any check, you will be obligated to destroy the checks or employ commercially reasonable standards to preserve and secure/protect them from theft, misappropriation or deposit through traditional physical means. You agree to retain/store checks in a safe/locked secure area with limited access to employees. Further, you agree to retain checks or a sufficient copy of the front and back of the items, for a period of at least ninety (90) days and agree to promptly provide these to FORUM if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support FORUM audits. After ninety (90) days, you agree to destroy checks by shredding.
14. **Accountholder’s Indemnification Obligation.** You understand and agree to indemnify FORUM and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney’s fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your Remote Deposit capture devices (mobile and/or scanner) remains securely within your possession until the deposit has been completed or deleted. FORUM is not responsible for any deposit information left on your devices and/or not transmitted or deleted from your devices. You understand and agree that this paragraph shall survive the termination of this Agreement.
15. **Notification of Errors.** You agree to immediately notify FORUM of any suspected errors regarding items deposited through the Services immediately, and in no event no later than 33 days after the applicable FORUM account statement is sent. Unless you notify FORUM within 33 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against FORUM for such alleged error.
16. **Limitation of Liability.** You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.
17. **Charges for Use of the Services.** While there are currently no fees related to the use of the mobile Services, FORUM, in its sole discretion, retains the right to administer a fee schedule in the future. Please refer to #19, Change of Terms, for advance notification related to the administration of possible future fees.

FORUM administers a monthly usage fee for check scanner services as outlined in the Business Remote Deposit application and contract. FORUM, in its sole discretion, retains the right to change the monthly fee in the future. Please refer to #19, Change of Terms, for advance notification related to the administration of possible future fee changes.

18. **Warranties.** You understand that FORUM does not make any warranties on equipment, hardware, software, or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose and non-infringement. FORUM is not responsible for any loss, injury, or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or FORUM’s use of any of them or arising

in any way from the installation, use, or maintenance of your business computer hardware, software, or other equipment.

19. **Change in Terms.** FORUM reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.
20. **Termination of Services.** You may, by written request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.
21. **Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.
22. **Governing Law.** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Indiana, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Indiana.
23. **Periodic Statements.** Any remote deposits made through the Services will be reflected on your monthly account statement. You are required to notify FORUM of any error relating to images transmitted using the Services by no later than 33 days after you receive the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.
24. **Limitations on Frequency and Dollar Amount.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Refer to "Schedule A" for mobile services and "Schedule B" for check scanner services.
25. **Unacceptable Deposits.** You agree you are not permitted to deposit the following items:
  - Any item drawn on the same FORUM Account in which you are depositing the check.
  - Any item that is stamped with a "non-negotiable" watermark.
  - Any item that contains evidence of alteration to the information on the check.
  - Any item issued by a financial institution in a foreign country.
  - Any item that is incomplete.
  - Any item that is "stale dated" or "post-dated."
  - Savings Bonds.
26. **Confidentiality.** You acknowledge and agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.
27. **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
28. **Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent or contractor of the other party for any purpose whatsoever.
29. **System Requirements for Remote Deposit.** You are responsible for purchasing, operating, and maintaining an electronic device, and any other equipment necessary to use the Services. You are additionally responsible for all telephone and Internet services necessary to access the Services and for charges arising out of or related to those services.

**Mobile Requirements:** The mobile deposit application is compatible with a variety of supported Smartphone or similar devices and utilizes the built-in camera for the capture of check images. The list of supported devices follows:

- Apple® Devices (Recommended with current version of iOS)
  - iPhone 5s and newer running iOS 8.0 or newer
  - iPad 3 and newer running iOS 8.0 or newer
- Android® Devices (Recommended with current version of Android® OS)
  - Google® Android models running Android® version 4.4 (Kit Kat) or newer
- Devices must have a 2.0 megapixel (or greater) camera No “Small Screen” support, i.e. all but “QVGA” 240wx320h are supported

**Scanner Requirements:** Enterprise Source Capture is compatible with a variety of supported operating systems and browsers. The list of supported systems are as followed:

- Mac OS X Mavericks 10.9 or newer
- Microsoft Windows 7 or newer
  - Windows Operating Systems include both 32-bit and 64-bit versions
- Apple® Safari
- Google Chrome
- Microsoft Edge
- Microsoft Internet Explorer 11
  - For IE versions after IE11, add “fiservco.com” to the compatibility view settings list.
  - Microsoft and Enterprise Source Capture no longer supports browsers IE8, IE9 or IE10 (32-64bit)
- Mozilla Firefox

Refer to the Enterprise Source Capture Installation and User Guide for a list of Branch Source Capture Certified and Supported Scanners.

FORUM may impose more specific hardware and software requirements and mandatory equipment maintenance procedures from time to time by notifying you, and you agree to abide by such requirements and procedures at your expense. We reserve the right to add to, change, or delete the hardware, software, and other Services requirements from time to time by providing notice to you. You agree to accept notices provided in connection with this Agreement at your e-mail address on file with us or by any other commercially reasonable notification method we choose.

## **Schedule "A"**

### **Business Mobile Remote Deposit Capture Services Disclosure and Agreement**

This Schedule "A" to the FORUM Credit Union Business Remote Deposit Capture Disclosure and Services Agreement is made a part of the Agreement. The Remote Deposit Capture Services are offered to qualified members only and are subject to the following additional terms:

#### **Qualifying Criteria**

- Business relationship directly with a Commercial Group Relationship Manager with a Risk Rating of 4 or less **OR**
- Deposit account in good standing opened 60 days or greater **AND** personal credit score of 680 or higher
- Deposit accounts opened less than 60 days are not eligible
- Accounts must be enrolled in Business Online Banking
- Member and member's Account(s) must be in good standing.
- No negative Account history, including excessive or repeated return items.
- Negative credit history will be cause for denial or termination of the Services.
- We may also consider additional factors in connection with your use of the Services.

We reserve the right to terminate your privilege to use the Services at any time without advance notice if we believe you are not managing your Account(s) in a responsible manner or for other good cause.

#### **Deposit Cutoff Time**

Our cutoff time is 2:00 PM (ET). Items received Monday through Friday between 9:00 a.m. and 2:00 p.m. ET on business days, and before our cutoff time, will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, items will be processed on our next business day, as will items received after the cutoff time.

#### **Funds Availability Schedule**

All checks are subject to a hold depending on the account history, length of membership, the check itself, credit worthiness and such facts as FORUM deems relevant.

#### **Mobile Deposit Questions or Error Notification**

Telephone: (317) 558-6299 or toll free 1-800-382-5414

Business Online Banking: Secure Message Center

Website: Live Chat (Available Monday – Friday 8:00 a.m. - 10 p.m. and Saturday 8:00 a.m. – 2:00 p.m.)

#### **Endorsement Requirements for Checks**

Check endorsements must include the following information:

- The words **"FOR MOBILE DEPOSIT ONLY AT FORUM CREDIT UNION"**
- Signature(s) of all payees. All original payees must be Owners on the Account into which the check will be deposited.
- FORUM Business Account Number
- Date of deposit

#### **Mobile Deposit Limits**

- Business Per Deposit Limit: \$25,000
- Business Daily Deposit Limit: \$25,000

## **Schedule “B”**

### **Business Scanner Remote Deposit Capture Services Disclosure and Agreement**

This Schedule “B” to the FORUM Credit Union Business Remote Deposit Capture Disclosure and Services Agreement is made a part of the Agreement. The Remote Deposit Capture Services are offered to qualified members only and are subject to the following additional terms:

#### **Qualifying Criteria**

- Business relationship directly with a Commercial Group Relationship Manager with a Risk Rating of 4 or less **OR**
- Deposit account in good standing **AND** opened one year or greater approved by AVP – Retail Delivery or Commercial Group Credit **OR**
- Deposit account open 90 days to one year **AND** personal credit score of 680 or higher approved by AVP – Retail Delivery or Commercial Group Credit **OR**
- Deposit account opened less than 90 days **AND** personal credit score 680 or higher **AND** Personal Financial Statement and tax return(s) approved by AVP – Retail Delivery or Commercial Group Credit.
- Accounts must be enrolled in Business Online Banking
- Member and member's Account(s) must be in good standing.
- No negative Account history, including excessive or repeated return items.
- Negative credit history will be cause for denial or termination of the Services.
- We may also consider additional factors in connection with your use of the Services.

We reserve the right to terminate your privilege to use the Services at any time without advance notice if we believe you are not managing your Account(s) in a responsible manner or for other good cause.

#### **Deposit Cutoff Time**

Our cutoff time is 2:00 PM (ET). Items received Monday through Friday between 9:00 a.m. and 2:00 p.m. ET on business days, and before our cutoff time, will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, items will be processed on our next business day, as will items received after the cutoff time.

#### **Funds Availability Schedule**

All checks are subject to a hold depending on the account history, length of membership, the check itself, credit worthiness and such facts as FORUM deems relevant.

#### **Remote Deposit Questions or Error Notification**

Telephone: (317) 558-6299 or toll free 1-800-382-5414

Business Online Banking: Secure Message Center

Website: Live Chat (Available Monday – Friday 8:00 a.m. - 10 p.m. and Saturday 8:00 a.m. – 2:00 p.m.)

#### **Endorsement Requirements for Checks**

Check endorsements must include the following information:

- The words **“FOR REMOTE DEPOSIT ONLY AT FORUM CREDIT UNION”**
- Signature(s) of all payees. All original payees must be Owners on the Account into which the check will be deposited.
- FORUM Business Account Number
- Date of deposit

#### **Business Scanner Remote Deposit Limits**

Deposit limits are determined and assigned per your approved contact by Commercial Group Credit.