

## **GFA Federal Credit Union**

### **Member Business Online Banking Agreement**

### **Business Mobile Services Agreement**

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

The first time you access your accounts with GFA Federal Credit Union (GFA) through GFA's Online Banking Service, you agree to be bound by all the terms and conditions of this Online Banking and Mobile Services Agreement (Agreement) and acknowledge your receipt and understanding of this disclosure. This Agreement will be governed in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Massachusetts. Each of your accounts at GFA is also governed by the applicable Account Disclosure Terms and Conditions provided at account opening and also located on the GFA website, [gfafcu.com](http://gfafcu.com).

**Online Banking Services.** You can access your GFA accounts through Online Banking or Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all of GFA's Online Banking or Mobile Services may not be available due to system maintenance. You will be notified of system maintenance in advance when possible. For purposes of this Agreement, our business days and hours are Monday through Friday, from 9:00 a.m. to 5:00 p.m., excluding Federal holidays.


To access your GFA accounts through Online Banking/Mobile, you must have an active GFA account, complete an online banking application, accept all applicable disclosures and select a user ID. Once your application is accepted you will be able to select a password and security image. Your online password can be changed within Online Banking using the My Profile button. For security purposes, we recommend that you change your password every 90 days, and that you use Password Complexity which will require a minimum of eight (8) characters and must include one (1) upper and one (1) lower alpha character and one (1) numeric character. Additionally, for security purposes it is recommended that you memorize this online password and do not write it down and that you change your password any time you think that it is warranted. You are responsible for keeping your password, account numbers and other account data confidential. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement(s) upon receipt. If you believe there are any errors in our records, you must immediately call GFA Federal Credit Union at 978-632-2542. If you believe that your online password may have been compromised, or that someone has transferred or may transfer money from your account without your permission, notify GFA at once at 978-632-2542.

**Equipment Requirements.** In this Agreement, the term "computer" shall mean your electronic/mobile device, modem and any other related equipment and communication. The installation, maintenance and operation of your equipment, including, but not limited to, your computer, and access through your internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of the Service. System patching and virus protection is your responsibility.

**Business Member Online Banking Access.** As a business member, you will need to designate a Company Administrator ("Administrator") to manage your Member Business Online Banking Service. This individual must be an authorized signer on your business account and will be granted access to all of the enrolled online banking services. The Administrator, at his or her sole discretion, can create and authorize other employees as a User of the system. The Administrator can add, delete or change the

access authorities for a User including the accounts they are allowed to access and the dollar amount of the transactions they are allowed to process. There is no limit on the number of Users an Administrator can authorize. By granting an individual access to your accounts as an administrator or authorized user with a User ID and Password you expressly agree to take responsibility for all activity initiated by that individual and the individuals that he or she sets up as Users. In effect, you have authorized each transaction to take place and GFA Federal Credit Union will not be held liable for any individual User actions.

The Administrator and each User with authority to access your accounts through GFA's Member Business Online Banking will have a unique User ID and User Password. The User ID and Password for the Administrator is set by the Administrator at registration. The User ID for any additional User(s) can be issued and changed by the Administrator or that specific User. The User Password for an additional User is initially set by the Administrator and subsequently changed by the User. Generally, you should change your passwords frequently to help safeguard the security of your accounts. You may change your password via the "My Profile" link and choosing the "Change Password" option. GFA employees will never contact you via email or by telephone requesting your online password or any other personal information. If you are contacted by anyone requesting this information, do not provide it and contact the Credit Union immediately at 978-632-2542. It is critically important to keep your User IDs and Passwords confidential to prevent unauthorized transactions on your accounts. In the event that you wish to change authorization (as a result of personnel changes, your business policy, or for any other reasons) it is your sole responsibility to revoke access to protect against improper use of GFA's Member Business Online Banking Service. If you suspect any misuse of the Online Service by authorized personnel, your Administrator should revoke that employee's access immediately.

**Secure Messaging and Electronic Communications.** Sending Secure Messages through Online Banking/Mobile is a secure way to communicate with GFA. Secure Messaging is accessible through Online Banking in the Banking Service Center. You also have the ability to send us a secure message anywhere within Online Banking where you see a  next to a transaction. To ensure the security of your account information, you agree that you will use Secure Messaging within Online Banking and Mobile when asking specific questions about your account(s). You also agree that any communication from us to you regarding your online banking/mobile accounts, including any disclosures or other information required to be delivered under applicable law, may be delivered to you in electronic form and that this electronic communication will be in lieu of written communication. This includes, but is not limited to, any change in terms notice affecting your use of Online Banking or Mobile Services. You have the ability to print any of these electronic notifications using the "print" function located in your web browser. Additionally a paper copy can be requested at any time by contacting the Credit Union at 978-632-2542.

**Bill Pay.** GFA's Bill Pay Terms of Service and Privacy Policy are located within the Bill Pay System. Please reference these documents for specific terms and conditions and privacy practices.

**Cancellation.** If you wish to cancel ANY service offered through GFA's Online Banking or Mobile Services, please contact GFA at 978-632-2542 or send us cancellation instructions in writing to GFA, P.O. Box 468 Gardner, MA 01440. If, for any reason, you wish to stop using Bill Pay, we strongly recommend that you cancel all future payments yourself using the Bill Pay Service or by calling the credit union at 978-632-2542 for assistance. This will ensure that future payments and transfers made by you will not be duplicated. We will continue to maintain your accounts until you notify us otherwise.

If you do not access your GFA accounts through our Online Banking or Mobile Banking Service for a six (6) month period, GFA reserves the right to disconnect your service without notice. Please note that your payment information will be lost if you are disconnected from the service. GFA reserves the right to terminate your use of the Bill Pay Services in whole or part, at any time without prior notice. After cancellation, GFA online banking services may be reinstated by calling GFA at 978-632-2542.

**Transfers.** Transfers can be processed in the following manner:

- You can transfer money between your personal accounts.
- You can send money to another GFA Member, as long as they consent and provide you with the required transfer information.
- You can send money to another individual who does not bank with GFA.
- You can send money to another one of your accounts that do not reside at GFA.

An electronic funds transfer initiated prior to 2pm through Online Banking or Mobile Banking during “business days and within business hours” will be initiated the same day it is scheduled. Electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at GFA’s discretion, be cancelled. In addition, you will be charged the same overdraft charges that apply to your account.

For all savings accounts, during any statement cycle, you may not make more than six (6) transfers and/or withdrawals, or a combination, to another GFA account of yours (including a transaction account), or to a third party by means of preauthorized or automatic transfer or telephonic or electronic (computer) agreement, order or instruction, or by check, draft, debit card, if applicable, or similar order made by you and payable to a third party. If you exceed these transfer limitations, we may refuse to make that transfer, suspend or close your account, or require you to open additional transaction (checking) accounts and/ or assess a fee for each incident as set forth in our Fee Schedule. In addition, if a hold has been placed, in accordance with our Funds Availability Policy, on deposits made into an account from which you wish to transfer funds, you may not transfer the portion of the funds held until the hold expires.

For security reasons, we may limit the frequency and dollar amounts from your account on a daily and monthly basis.

GFA will use our best efforts to process all transactions properly, however, GFA shall incur no liability if we are unable to complete any transfers initiated by you through Online Banking or Mobile Banking because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection/ privilege.
2. The online banking processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction.
3. Circumstances beyond the control of GFA such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, despite the fact that GFA has taken reasonable precautions to avoid those circumstances.

NOTICE – Initiation of certain electronic funds transfers from your account will, except as otherwise provided in the Agreement, effectively eliminate your ability to stop payment of the transfer. Unless otherwise provided in this Agreement, you may not stop payment of electronic funds transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. To view our full Electronic Funds Transfer Disclosure, please see GFA's Account Terms and Conditions which are available at [gfafcu.com](http://gfafcu.com).

### **Stop Payments.**

#### Item Description:

If you request to stop payment through Online Banking or Mobile Banking via our Banking Service Center, you must warrant that the information describing the check, including the amount and check number is correct. You also understand the exact amount of the check is necessary for GFA to stop payment. If you provide us with the incorrect amount or any other incorrect information, GFA will not be responsible for failing to place the stop payment on the check. Please see our fee schedule for applicable fees.

#### Agreement:

You agree that unless your stop payment order is received by GFA within a reasonable time for GFA to act on the stop payment order prior to final payment, certification, or similar action on the check, that GFA will not be responsible for stopping payment. You also agree that you may not stop payment on any point-of-sale EFT, cashier or certified check or any check or payment guaranteed by you. You also understand that your stop payment request is conditional and subject to GFA verification that the check has not already been paid or that some other action to pay the check has not been taken by you.

You understand that your stop payment order will be effective for a period of six months from the original stop payment date, unless you release this order or renew the order for additional periods, in writing. You also understand that there is a charge for each stop payment order requested, as described in our fee schedule.

Indemnification: You agree to indemnify and hold harmless GFA from all costs, including attorney's fees, action, damages, or claims related to or arising from your action in refusing payment of the check, including claims of any joint depositor, payee, or endorser or in the failing to stop payment of a check subject to this order or upon return of the original check.

By submitting the stop payment request electronically, you acknowledge that the transaction you stopped payment on was not properly authorized or that a previously existing authorization has been revoked. You also agree to pay any fee presented to you at the time of the request.

### **Fees.**

Online and Mobile Banking: There are no monthly or transaction fees associated with accessing your accounts through Online or Mobile Banking, however, fees may be assessed by your Internet Service Provider. You agree to be responsible for any telephone, mobile or internet access charges incurred by accessing your GFA accounts through Online Banking or Mobile Banking. All other account related fees can be found in our fee schedule.

Bill Pay: There are no monthly or transactional fees associated with paying your bills through Bill Pay however, there are Stop Payment and NSF/Uncollected Funds fees that apply to your account. These

fees are outlined in our fee schedule. Additionally, Bill Pay offers Expedited Bill Payments at a fee. The associated fee will be presented to you for your approval prior to the transaction taking place.

We reserve the right to change the charges, fees or other terms described in GFA's Account Terms and Conditions, as well as terms described in this Agreement. When changes are made to any fees or charges, we will notify you through email or send a notice to you at the address shown on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any fee changes or of any stricter limitations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account services to which these changes relate.

**New Services.** GFA may, from time to time, introduce new online services. We will notify you of the new services, and you agree to be bound by the new rules communicated to you concerning those services if you use those services when they become available.

**Confidentiality.** We may disclose information to third parties about your account or the transfers you make when:

1. It is necessary for completing transfers.
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders.
4. If you give us your written permission.

Additional information is available by reviewing our **Privacy Policy** which is available on GFA's website, [gfafcu.com](http://gfafcu.com).

**Your Liability.** You are responsible for all transfers and bill payments you authorize using GFA's Online Banking or Mobile Banking Services. If you authorize others to either use your Online Banking or Mobile Banking credentials or you assign others their own Online Banking or Mobile Banking credentials using the "entitlements" feature, you are responsible for any and all actions/transactions they authorize/conduct from your accounts and hold GFA harmless of all of their actions. To protect your privacy, GFA will not be able to assist individuals you have granted access to within Online Banking or Mobile Banking unless that individual is an owner or signer on said account.

If you believe that your Password has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call us immediately at, 978-632-2542 or write/visit us at GFA Federal Credit Union, P.O. Box 468, 229 Parker St., Gardner, MA 01440.

**Our Liability.** We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your accounts on time or in the correct amount according to our agreement with you. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your account to complete a transaction from that account, or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process, or if that account has been closed.

(b) If the transfer or bill payment would go over the limit on your overdraft line of credit account.

(c) If you have not properly followed the instructions on how to make a transfer or bill payment or if your computer or other equipment fails or malfunctions.

(d) If you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.

(e) If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.

(f) If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.

(g) If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.

(h) If the Bill Pay Service was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer or bill payment.

(i) If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through the Service, which we actually receive.

(j) For other exceptions to our liability as stated in our Electronic Fund Transfer Agreement.

(k) GFA's sole responsibility for an error in a transfer will be to correct the error, but in no case shall GFA be liable for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.

**Error Resolution.** In case of errors or questions about your transactions through GFA's Online Banking or Mobile Banking, contact us immediately at 978-632-2542 or write/visit us at GFA Federal Credit Union, P.O. Box 468, 229 Parker St., Gardner, MA 01440. Please see our Account Terms and Conditions for GFA's full Electronic Funds Transfer Disclosure and Agreement.

**Third Party Services.** GFA's Online Banking and Mobile Banking may at times provide links to web pages. When you access those web pages provided by third parties, you are leaving the Credit Union's secure site.

**Internet Gambling.** You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

**Other General Terms.** In addition to this Online Banking and Mobile Service Agreement, and the GFA Account Terms and Conditions Agreement, you agree to be bound by and will comply with the requirements of the Electronic Funds Transfer Disclosure and Agreement, which informs you of the terms and conditions governing the use of our electronic transfer services. If you use or allow others to use the electronic services offered by GFA Federal Credit Union, you are agreeing to the terms and conditions of the Electronic Funds Transfer Disclosure and Agreement.

Except as specifically provided in the Agreement or where the law requires a different standard, you agree that neither GFA nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, GFA Federal Credit Union, internet browser providers, internet access providers, or an agent or subcontractor of any of the foregoing. Nor shall GFA, or the service providers, be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or internet browser or access software.

**Remote Deposit Capture Services.** In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the consumer or business that applied for and/or uses any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean GFA Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my GFA Federal Credit Union Account Terms and Conditions Disclosure 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 my Application, your approval, or the Account Terms and Conditions, this Disclosure and Agreement will control.

**Use of the Service.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my checking or savings account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit (some restrictions may apply). My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in the Online Banking and Mobile Services Agreements. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition, I agree that I 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.

Guarantee Specific to Deposits Received for Credit to a Business or Consumer Account:

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses GFA Federal Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with GFA Federal Credit Union enforcing this Guarantee. This Guarantee shall benefit the GFA Federal Credit Union and its successors and assigns.

**Compliance with Law.** I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I agree to indemnify and hold you 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 my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include my signature or the business name if a stamp is being used. It will also include the words "For Remote Deposit Only." The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the 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, clearing house or association. Further, I understand and agree that I am not permitted to deposit items listed in this Agreement as an "Unacceptable Deposit."

**Rejection of Deposit.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

**Items Returned Unpaid.** A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account, or any other account (with the same ownership) that I have at GFA Federal Credit Union.

**Email/Mailing Address.** I agree to notify you immediately if I change my mailing or email address. I understand the email address that I provide to you will be used for notification of receipt of remote deposit items. In addition, the mailing address I provide to you will be used for notification of items returned unpaid or other mailings from the GFA Federal Credit Union.

**Unavailability of Services / Business Continuity Statement.** I understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that



the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at GFA Federal Credit Union P.O. Box 468, Gardner MA. 01440. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following the rejection.

**Business Day and Availability Disclosure.** Your business days are Monday through Friday, except holidays. The earliest deposit cut-off time that might apply is 2:00 p.m. If I make a remote deposit before your cut-off hour on a business day that you are open, and you acknowledge to me receipt of such image, you will consider that day to be the day of my deposit. However, if I make a deposit after your cut-off hour or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

**Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Gardner, MA. With regard to the availability of deposits made using the Services, such funds will be available on the next business day after the deposit is processed. I understand that you reserve the right to place a longer hold on an item deposited using the Services or reject the item for remote deposit.

**Internal Controls and Audit.** I understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section. Furthermore, I agree to comply with the Audit requirements prescribed by you within this Agreement.

**Internal Controls:**

- I understand that I am responsible for ensuring that items received by me and submitted to you using the Service are properly transmitted, retained and destroyed by me, and that I am solely responsible for safeguarding the item from receipt to destruction. Further, I understand that it is recommended by you that I safely and securely retain the original document under dual control (if a business) for at least 90 days. It is also my responsibility to establish and comply with procedures to safeguard the original items and limit access to them.
- I understand that I am also responsible for establishing and complying with procedures to safeguard the systems involved with using this Service (such as proper patching and virus software) including the possible separation of duties involved with my use of this Service, as well as the use of complex passwords and user controls to avoid ID theft or Internal fraud. I also understand that it is recommended by you that the systems I use for this Service be separate from the systems I use for personal use, such as social networking or gaming sites, which could cause risks to my system. I further understand that you are not liable for any loss that occurs through the unauthorized use of the systems I use for this Service.
- I understand that you have performed a due diligence review on me or my business, prior to accepting my registration to use this Service and that you reserve the right to terminate this relationship at any time. Items that are required for me to use this Service include:
  - I must be 18 years of age or older.
  - I must be a member of GFA Federal Credit Union for at least 30 days prior to registering for this Service.
  - I must have a valid email address.
  - I must have an active checking or savings account in good standing with you at the time my registration for this Service is accepted. Remote deposits into a passbook savings, IRA, or Term Share Certificate are not allowed.

- If I am a business member, I may be required to provide information pertaining to the activities of my business. In addition, I understand that you may obtain a credit report on the principal owner of the business prior to allowing RDC access.

As an internal control, I understand that default limits have been established that may cause an item or deposit to require review at GFA's discretion.

**Audit:**

- I understand that if I am a business, I may have to produce documentation to you if requested, such as annual financial statements or information pertaining to the activities of my business. I will produce this documentation at your request and understand failure to provide such documentation may result in the termination of this Service.
- I understand that you will monitor and audit this Service in regards to ensuring that I am not submitting duplicate entries or committing any violations to set thresholds and also that you will review the number of returned items or rejected and corrected items that result from my use of this Service. I further understand that you may terminate the use of this Service based on the results of such audit.
- I understand that you may perform a site visit to my business (if applicable) to review the equipment used for this Service, or you may request from me information pertaining to the equipment used for this Service and the methods I use to secure such equipment.
- I understand that at your request I must provide to you imaged documents (or original documents if available) to facilitate investigations related to unusual transactions or poor quality transmissions, or to resolve disputes.

**Accountholder's Warranties** . I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you 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.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) I 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.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I 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.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

- 7) The information I provided in my Application remains true and correct and in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Storage of Original Checks.** I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, I understand this means the original check(s) must be accessible only under dual control by my authorized personnel, and after I have endorsed and submitted a check to you through these services, the original item will be retained for at least 90 days in a secured manner. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

**Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: 978-632-2542  
Or e-mail you at: memberresourcecenter@gfafcu.com

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

**Fees.** There are no monthly or transaction fees associated with depositing checks through Remote Deposit Capture however, fees may be assessed by your Internet Service Provider. You agree to be responsible for any telephone, mobile or internet access charges incurred by you for remotely depositing checks through GFA's Remote Deposit Capture Service. All other account related fees can be found in our fee schedule.

We reserve the right to change the charges, fees or other terms described in GFA's Account Terms and Conditions, as well as terms described in this Agreement. When changes are made to any fees or charges, we will notify you through email or send a notice to you at the address shown on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any fee changes or of any stricter limitations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within

thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account services to which these changes relate.

**Warranties.** I UNDERSTAND THAT THE GFA FEDERAL CREDIT UNION 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 MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GFA FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE GFA FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms.** You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

**Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**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.

**Governing Law.** I 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 Massachusetts, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the Massachusetts.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my periodic statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than sixty (60) days after you sent the FIRST statement on which the problem or error appeared.. I am responsible for any errors that I fail to bring to your attention within such time period.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on my account.
- 2) Any item that is stamped "non-negotiable."
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country including Canada.

- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "postdated."
- 7) Any check containing a second endorsement, i.e., any item that is made payable to another party and then endorsed over to me by such party.
- 8) Any insurance draft.

**Changes in Financial Circumstances.** I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. .

**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.

**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.