



## ORION FINANCIAL REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM

THIS REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM (hereinafter, this "Agreement") is made by and between Orion Federal Credit Union dba Orion Financial ("Orion Financial") and the undersigned corporation, partnership, limited liability company, sole proprietorship, non-profit association or organization, or other commercial entity or government or other public entity (the "Member") and is incorporated by reference into the parties' Master Treasury Management Services Agreement (the "MTMSA"). By selecting the Remote Deposit Capture Services on the Enrollment Form, the Member agrees to the terms of this Remote Deposit Capture Services Addendum (the "REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM") and this Remote Deposit Capture Service Addendum thereby becomes a part of the MTMSA. This Addendum applies to all Remote Deposit Capture Services made available by Orion Financial to Member pursuant to this Agreement (hereinafter the "Service"). The Service may be used in conjunction with the Online Banking System Addendum (or "Online Banking Service"), and this Appendix shall be construed consistently with the terms of the MTMSA, as applicable. Unless otherwise defined herein, the terms used in this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act (EFTA) and its implementing regulations. This Agreement shall be effective when the MTMSA is signed by both parties. Member agrees to the following terms and conditions:

**Services:** The Services are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Orion Financial or Orion Financial's designated processor. Please refer to our Business Fee Schedule for any charges associated with the Services.

**Acceptance of these Terms:** Your use of the Services constitutes your acceptance of these Terms and Conditions, which are subject to change from time to time. We will notify you of any material change pursuant to your previously selected communication mode (i.e. electronically, paper, etc.). Your continued use of the Services indicates your acceptance of the revised Terms and Conditions. Further, Orion Financial reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Limitations of Service:** 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.

**Eligible items:** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Orion Financial shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- I. Checks or items payable to any person or entity other than you.
- II. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- III. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- IV. Checks or items previously converted to a substitute check, as defined in Reg CC.
- V. Checks or items drawn on a financial institution located outside the United States.
- VI. Checks or items that are remotely created checks, as defined in Reg CC.
- VII. Checks or items not payable in United States currency.
- VIII. Checks or items dated more than 6 months prior to the date of deposit.
- IX. Checks or items prohibited by Orion Financial's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- X. Checks previously deposited at Orion Financial.

**Image Quality:** The image of an item transmitted to Orion Financial using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

**Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through the Services as "For deposit only, Orion Financial account # " or as otherwise instructed by Orion Financial. You agree to follow any and all other procedures and instructions for use of the Services as Orion Financial may establish from time to time.

**Receipt of Items:** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Orion Financial that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete.

**Availability of Funds:** You agree that items transmitted using the Services are not subject to the funds' availability requirements of Federal Reserve Board Regulation CC. Orion Financial may hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as creditworthiness, the length and extent of your relationship with Orion Financial, transaction and experience history, and such other factors as Orion Financial, in its sole discretion, deems relevant. Generally, if the funds from your deposit will be available later than the time shown above, Orion Financial will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to Orion Financial, or the deposit is made, whichever is later.

**Disposal of Transmitted Items:** Upon your receipt of a confirmation from Orion Financial that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Orion Financial as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Orion Financial's audit purposes.

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

**Hardware and Software:** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Orion Financial from time to time. Please refer to the current hardware and software specifications. Orion Financial is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

**Errors:** You agree to notify Orion Financial of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Orion Financial account statement is sent to you. Unless you notify Orion Financial within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Orion Financial for such alleged error.

**Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be in Orion Financial's sole discretion and is subject to the Account Agreement and Disclosures governing your account.

**Ownership & License:** You agree that Orion Financial retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, any breach of these Terms and Conditions immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services: (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to Orion Financial's business interests; or, (iii) to Orion Financial's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with these Terms and Conditions. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**Disclaimer of warranties:** you agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the services: (i) will meet your requirements; (ii) will be uninterrupted, timely, secure, or error-free; (iii) results that may be obtained will be accurate or reliable; or, (iv) errors, if any, will be corrected.

**Limitation of liability:** you agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or

the inability to use the services incurred by you or any third-party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Orion Financial has been informed of the possibility thereof.

User warranties and indemnification: You warrant to Orion Financial that:

- I. You will only transmit eligible items.
- II. Images will meet the image quality standards.
- III. You will not transmit duplicate items.
- IV. You will not deposit or represent the original item.
- V. All information you provide to Orion Financial is accurate and true.
- VI. You will comply with these Terms and Conditions and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless Orion Financial from any loss for breach of this warranty provision.

Other terms: You may not assign these Terms and Conditions, which are entered into in the State of Tennessee and shall be governed by the laws of the State of Tennessee and of the United States of America. A determination that any provision of these Terms and Conditions is unenforceable or invalid shall not render any other provision of these Terms and Conditions unenforceable or invalid.

Governing Law: The Remote Deposit Capture Service and these terms and conditions shall be governed by the internal laws of the State of Tennessee without regard to its conflicts of rules and the laws of the United States.