

STATE EMPLOYEES CREDIT UNION

MOBILE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

This Mobile Deposit Capture Services Disclosure and Agreement ("Agreement") governs the use of Mobile Deposit Capture Services ("MDC", "MDC Services" or "Services") offered by State Employees Credit Union ("Credit Union", "we", "us", "our") to account holders ("you", "your" or "user"). By clicking "I Agree" when you register for our MDC Services and/or by using the MDC Services, you agree to the terms and conditions of this Agreement.

General Description of the Mobile Deposit Service

The MDC Services allow you to make deposits to certain of your accounts with us that we approve ("Account") by electronically transmitting a digital image of checks to us for deposit. In order to use the Service; you must be enrolled in our Online Banking service and our Mobile Banking application must be installed on your wireless device. You acknowledge and agree that no transaction made through or using the Service is an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

System Requirements

Member understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills Member's obligation to obtain, and maintain, secure access to the Internet. Member understands and agrees it may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. Member is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. Member understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Deposit and the cost thereof, and Member hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel. State ECU is not responsible for, and Member hereby releases State ECU from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. State ECU is not responsible for, and Member hereby releases State ECU from any and all claims or damages resulting from, or related to, defects in or malfunctions of Member's computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. State ECU hereby advises Member, and Member hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of Mobile Deposit, Member shall only use the hardware described in the Frequently Asked Questions section of State ECU's website (www.secunm.org) or such other hardware as is approved in advance by State ECU and shall only use such software as is approved in advance by State ECU.

All rights, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Software"), (b) Mobile Deposit Procedure Manual (defined herein

below) and (c) any and all users guides, instructions and other documentation provided to, or used by, Member in connection with the Service (everything in this clause (c) together with the Mobile Deposit Procedure Manual, collectively, the "Documentation") shall be, and remain, the property of State ECU or any third party Software provider, as applicable. Unless otherwise expressly authorized, Member may not (a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service; (b) copy or reproduce all or any part of the technology or Service; and (c) interfere, or attempt to interfere, with the technology or Service.

Ineligible Accounts

We may from time to time limit or prohibit the use of the Service for deposits to certain account types, at our sole discretion. Currently, we do not permit the Service to be used for deposits to the following Accounts: Business Checking and Savings Accounts Individual Retirement Accounts (IRAs), Individual, Retirement Account Certificates (IRA CD's), and Share Certificate Accounts. Further, you are not permitted to use the Service to make payments on any outstanding loan with us.

Eligible Items

You agree that you will use the Service only to scan and transmit images of "checks", as that Term is defined in Regulation CC of the Board of Governors of the Federal Reserve System, for a Deposit to your Account. Any reference herein to "check" shall refer to each and every check or Item that is transmitted to us by you using the Service, both individually and collectively. All checks transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as in effect in New Mexico.

Ineligible Items

You further agree that you will not use the Service to scan or transmit any check or item that:

- Is payable to any person or entity other than you (a "third party check");
- Is drawn or otherwise issued by you on any account you own or have an interest in, or on which you are an authorized signer.
- Is payable jointly, unless the check is being deposited to an Account in the name of all payees on the check.
- Has any endorsement on the back other than the endorsement specified in this Agreement.
- Is drawn on a financial institution that is located outside of the United States.
- Is not payable in United States currency.
- Is cash, a money order, cashier's check, or traveler's check (any of the foregoing being Here in referred to as a "Prohibited Check").
- The check was from a Lottery or prize winnings.
- Is a "remotely created check" as that term is defined in Regulation CC.
- Is dated more than six (6) months prior to the date of scanning and transmission or is "postdated".
- Is payable on sight or is payable through draft, as defined in Regulation CC.
- Has previously been submitted through the Service or through any mobile deposit capture service offered by any other financial institution.
- Is drawn or otherwise issued by the U. S. Treasury.
- Is not acceptable to us for deposit into your Account as provided in the deposit agreement that governs your Account.
- Is prohibited by our procedures pertaining to the Service, as amended from time to time, or is in violation of any law, rule or regulation.

- Bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Is either a "substitute check" (as defined in Regulation CC or other applicable federal law or regulation) or an "image replacement document" that purports to be a substitute check.

Image Quality

The image of any check transmitted to us through the Service must, in our sole and absolute judgment, be legible and contain images of the front and back of the check. The image quality of the check must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. These requirements include, but are not limited to, ensuring the following information can be clearly read and understood by sight review of the check image:

- The amount of the check (both written and numeric).
- The payee.
- The signature of the drawer (maker).
- The date the check was written.
- The check number
- Pre-printed information that identifies the drawer and the financial institution on which the check is drawn, including the MICR encoded account number and financial institution.
- Routing/transit number.
- Correct Endorsement.

Endorsements

You agree to restrictively endorse any check transmitted through the Service by supplying the following verbiage: "Signature, For Mobile Deposit Only, State ECU ", and your legally-binding signature to endorse the check. For example, a proper endorsement would appear as follows:

Signature
For Mobile Deposit Only
State ECU

You further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction.

Funds Availability

You agree that check images transmitted using the Service and the funds represented by the checks are subject to the funds availability requirements of Regulation CC. Except as otherwise provided in this Agreement, and subject to the requirements of applicable law or regulation, funds from any check transmitted through the Service will be available after final payment with respect to the check is made by the drawee of the check, and any credit of funds to your Account before that time is provisional. As a general rule, funds from deposits made by the MDC Service will be made available to you on the second Business Day following the Business Day on which we accept the check image from you. However, funds may not be available for up to ten (10) business days from the day the deposit was made based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and

experience information, and such other factors as we, in our sole discretion, deem relevant, and/or based upon funds availability options we may offer to you in connection with the Service. You acknowledge and agree that no funds availability option we offer constitutes a promise or guarantee that check funds will be finally collected from the drawee institution and/or finally paid to you. In any event, we reserve a right of chargeback to your Account in the event of dishonor or nonpayment by the drawee institution, and we reserve the right to chargeback all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). For purposes of this Service, the term "Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday, except when those days are holidays or days on which we may be closed due to emergency conditions. Check images received by us before 3:00 p.m. Mountain Standard Time on a Business Day will be processed on the same day. Check images received by us after 3:00 p.m. Mountain Standard Time will be processed on the next Business Day.

Storage of Original Checks

After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check for a period of thirty (30) days ("Check Retention Period"). During the Check Retention Period, you agree to take appropriate measures to ensure that (a) only authorized persons will have access to the check; (b) the information contained on the check will not be improperly disclosed; and (c) the check will not be duplicated or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree to destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

Transaction Limits

We may from time to time impose or change limits on your use of the Service, including but not limited to, limits on the dollar amount and/or the number of checks you may transmit using the Service. We may accept or reject any transaction you attempt in excess of these limits in our sole discretion.

Security Procedures

You agree to follow any and all procedures, instructions, and guides for use of the Service as we may require from time to time and download each software update as it is available by us to you. We may require you to use a user identification code, a personal identification number, and/or passwords and other security procedures (collectively, "Service Access Procedures") to access the Service. You agree at all times to comply with the Service Access Procedures, to safeguard the confidentiality of the Service Access Procedures, and to notify us immediately if you have any reason to believe the security or confidentiality of the Service Access Procedures has been compromised or breached.

Receipt of Images

We have no obligation to accept any check or image you transmit to us through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission, which we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image

or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when the funds deposited appears as "Deposit Accepted" under the Deposit History tab. Such confirmation only confirms the receipt of the image and does not confirm that the transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Account. If, after we confirm the receipt of a check image, we determine that the check is a Prohibited Check, you agree that we may charge the amount of the check back to your Account. You agree that we will not be liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

Contingency Plan

The MDC Service is provided by us to you as a convenience. Because the Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Account. If you wish to deposit any check to your Account and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Account, such as depositing the check in person at any Credit Union branch location or through any Credit Union ATM. Such alternative means will be governed by the terms and conditions of our Deposit Account Agreement and not by the terms of this Agreement.

Returned Checks

If Images of Checks deposited by Member are dishonored or otherwise returned, unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Member understands and agrees that, since Member either maintains the original Check or has destroyed the original Check in accordance with Section 5 of this Agreement, the original Check will not be returned, and State ECU may charge back an Image of the Check to Member's Account. Member understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by us, Member agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Member. Returned items may result in termination of MDC service.

Errors

You agree to notify us immediately of any suspected errors regarding your use of the Service. You may notify us by calling (505) 988- 4823 or (866) 983-7328 or writing us at State Employees Credit Union, 813 St. Michaels Drive, Santa Fe, NM 87505. Any transactions made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to use of the Service by no later than sixty (60) calendar days after the date of the monthly account statement on which the allegedly erroneous transaction appears or should have appeared. You are responsible for any errors that you fail to bring to our attention within such time period.

Your Representations and Warranties to Us; Indemnification

Each time you use the Service to transmit any check image to us, you represent and warrant to us that: (a) the check is not a Prohibited Check; (b) you are entitled to negotiate the check; (c) all signatures on the front and back of the check are authentic and authorized; (d) the check is not a counterfeit item; (e) the check has not been altered; (f) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you; (g) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check; (h) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check; (i) the check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with all the requirements of the Service (including, but not limited to, any endorsement requirements); (j) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check; (k) no person or entity will be asked to make payment on the check more than once; (l) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned; (m) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes; (n) all information you have provided to us in connection with the Service and the transaction is complete, true, accurate, and current; and (o) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

Presentment and Collection

The manner in which checks and images transmitted through the Service are cleared, presented for payment and collected shall be in our sole discretion subject to the Deposit Account Agreement governing your Account.

Disclaimer of Warranties by Us

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN 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) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

7/2013

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

ORRELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. WARNING: THIS SERVICE SHOULD NOT BE USED WHILE YOU ARE OPERATING A MOTOR VEHICLE.

Unauthorized Use

Both parties acknowledge that the unauthorized use, disclosure or duplication of trade secrets or other confidential information belonging to each party shall constitute a material breach of this Agreement and is likely to cause irreparable injury to the owner, for which there is no adequate remedy at law. Accordingly, State ECU and Member each hereby agree that the other party may seek injunctive relief against it to prevent or remedy any breach of the confidentiality obligations described herein without the other party being required to post bond, or if bond is required, only nominal bond.

Attorneys' Fees

In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

Updated Contact Information

You agree to notify us immediately if you change your residential/ mailing address, your telephone number or email address, as your email address is where we will send notification of receipt of MDC items. You authorize us to send information and inquiries to the email address we have on file for your Account.

Termination

You may cancel your participation in the MDC Service by calling us at (505) 983-7328 or (866) 983-7328. We reserve the right to change or cancel the MDC Service at any time without notice to you. We may also suspend, revoke, or deny your access to the MDC Service at any time without notice and for any reason, including but not limited to, violation of this agreement and/or your non-use of the Service.

Relationship to Other Agreements

You agree that when you use the MDC Service, you will remain subject to the terms and conditions of all your existing agreements with us or any service provider of yours, including service carriers or providers and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the MDC Service (for example, your mobile service carrier or provider may impose data usage charges for your use of or interaction with the RDC Service, including while downloading the software, or other use of your mobile device when using the software or other products and services provided by the MDC Service), and you agree to be solely responsible for all such fees, limitations and restrictions.

Service Charges

State ECU's Mobile deposit service is free.