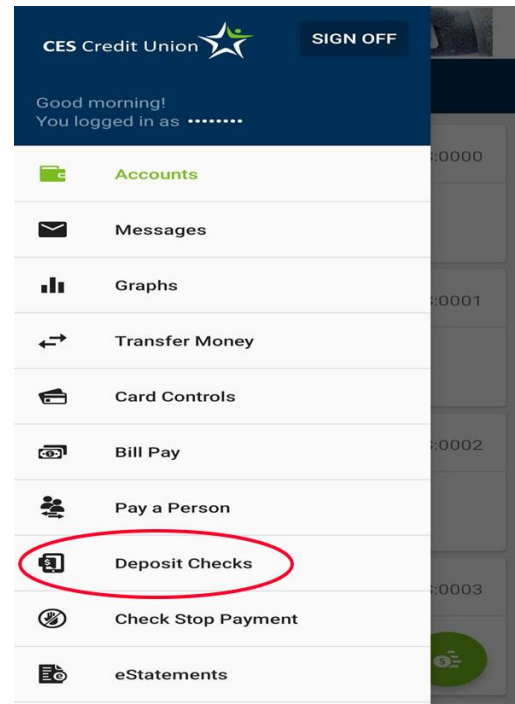




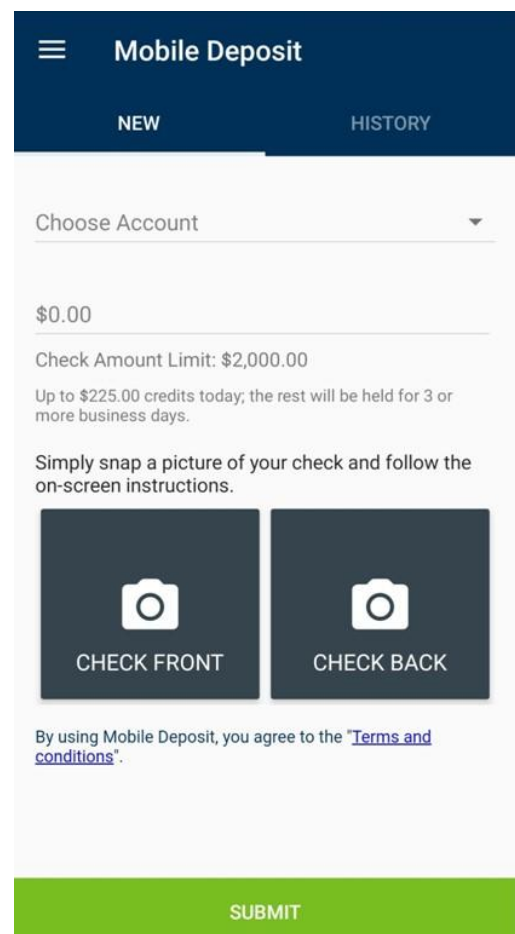
Mobile Deposit Capture (MDC) Instructions

1.) While logged into your CES Credit Union mobile banking app, select the “**Deposit Checks**” option on the dropdown menu.

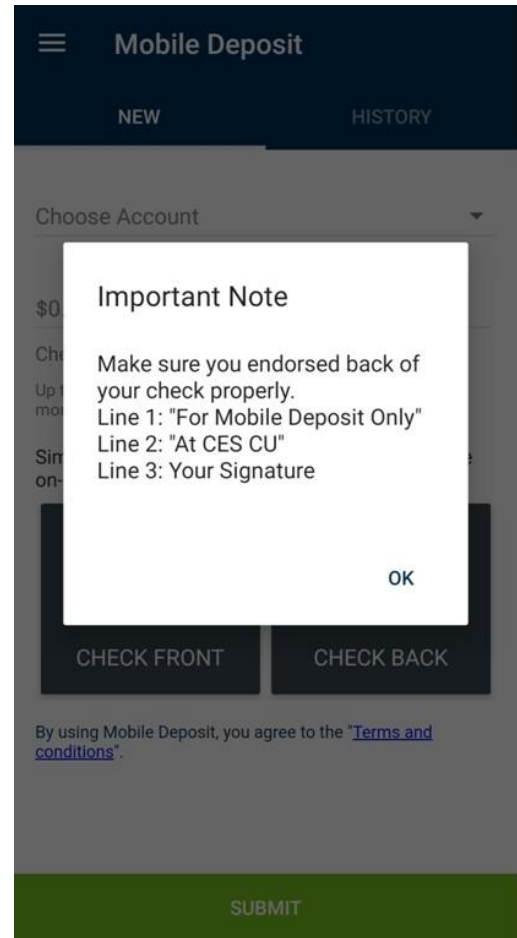


2.) You will now see the **Mobile Deposit** page. Make sure you have selected the account you wish to deposit your check into and entered the correct amount of the check you are looking to deposit.

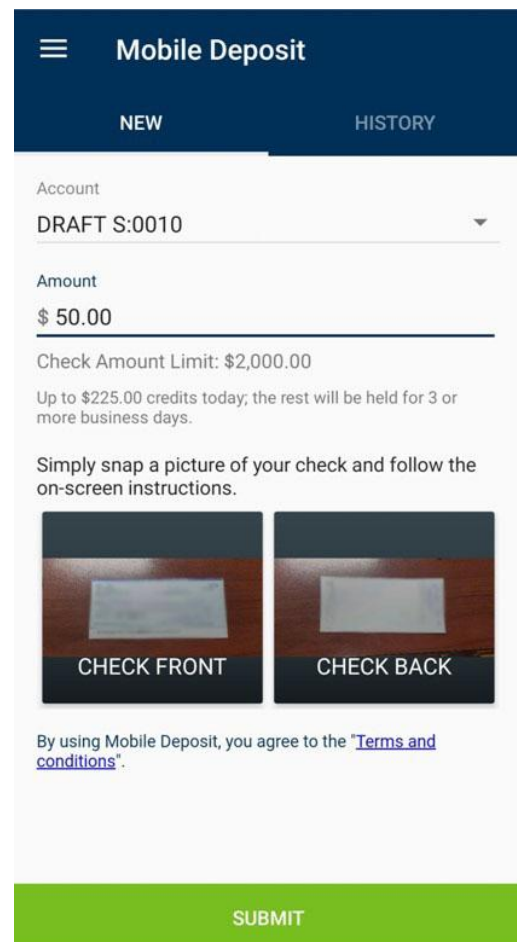
Once you have entered that information, click “**CHECK FRONT**” to take a picture of the front of the check.
Go to Step 3.



3.) Then you will click “**CHECK BACK**” which will populate an “**Important Note**”. Prior to taking a picture of the back of your check, please make sure the check is properly endorsed with the information listed.



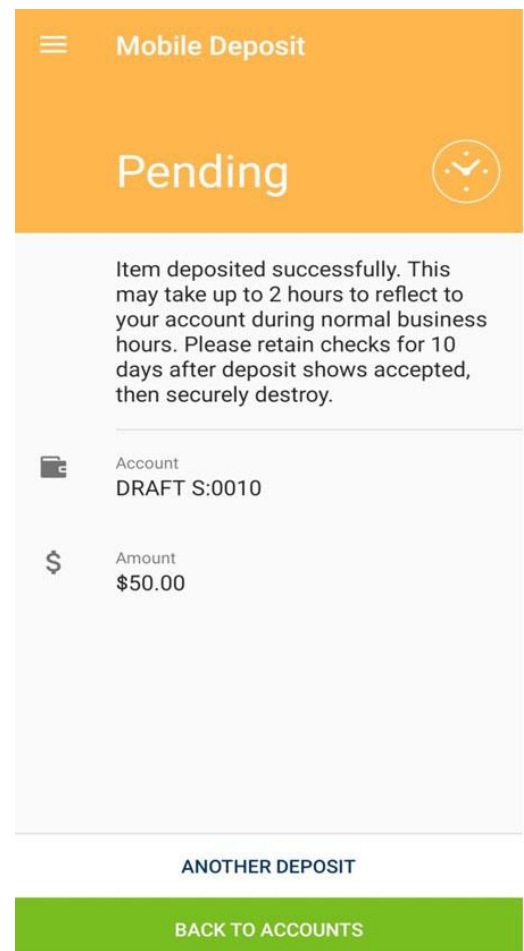
4.) Once you have chosen the account you wish the check to be deposited in, entered the correct amount listed on the check and properly endorsed and taken pictures of the front and back of the check, you are ready to submit your mobile deposit!



5.) Once you have clicked **SUBMIT**, you will see a larger image of the front and back of the check for you to review one more time before confirming your submission. Please hit **CONFIRM** once you have approved of the images.



6.) Once you have hit **CONFIRM**, you will be sent to a screen that will show you that your Mobile Deposit Capture is **Pending**. Each approved Mobile Deposit Capture may take up to 2 hours to post in your account (during normal business hours).



Mobile Deposit Capture Services Disclosure and Agreement

This Mobile Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of Mobile Deposit that CES Credit Union ("CES", "us", "our" or "we") may provide to you ("you," or "user"). Other agreements you have entered into with CES Credit Union, including your CES Credit Union membership and account agreement as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. The Mobile Deposit Capture (MDC) service is designed to allow you to make deposits to your checking or savings accounts from your mobile device using your CES Credit Union application, by scanning checks and delivering the images and associated deposit information to CES Credit Union or our designated processor.
2. **Acceptance of these Terms.** Your use of the Mobile Deposit Capture service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the MDC service after CES has made the change. Your acceptance of the revised terms and conditions along with the continued use of the MDC service will indicate your consent to be bound by the revised Agreement. Further, CES Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Mobile Deposit Capture service. Your continued use of the MDC service will indicate your acceptance of any such changes to the Mobile Deposit Capture service.
3. **Limitations of Mobile Deposit Capture.** When using the MDC service, you may experience technical or other difficulties. We will attempt to post alerts on our website or by an online secure message to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Remote Deposit Capture service has 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 MDC service, in whole or in part, or your use of the MDC service, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to CES Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
 - Checks containing an alteration 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 is drawn
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks previously converted to a substitute check, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside the United States.
 - Checks that are remotely created checks, as defined in Reg. CC.
 - Checks not payable in United States currency.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks or items prohibited by CES Credit Union's current procedures relating to the MDC service or which are otherwise not acceptable under the terms of your CES Credit Union account.
 - Checks payable on sight or payable through drafts, as defined in Reg. CC.
 - Checks with any endorsement on the back other than that specified in this Agreement.
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
 - Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
 - Checks that are prohibited by CES Credit Union's current Membership Agreement with you
 - Checks that are in violation of any federal or state law, rule, or regulation.
5. **Endorsements and Procedures.** You agree to legibly endorse any item transmitted through Mobile Deposit Capture with your signature. You agree to include above your signature, on the first line "For Mobile Deposit Only", on the second line "At CES CU", and on the third line your Signature, on all checks endorsed for deposit. You agree to follow any and all other procedures and instructions for use of the MDC service as CES Credit Union may establish from time to time.
 6. **Receipt of Items.** We reserve the right to reject any item transmitted through the MDC service, 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 the account history reflects that the item was accepted. Notice of acceptance does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that CES Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
 7. **Availability of Funds.** You agree that items transmitted using the MDC service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the MDC service is received and accepted before 3:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. For the purpose of this agreement, a business day is defined as any day excluding Saturdays, Sundays, legal holidays or days CES Credit Union is closed for business. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the MDC service will generally be available within three (3) business days from the day of deposit based on the dollar amount of the daily deposited total being less than \$2,500. If the daily deposited total is \$2,500 or more, the deposit will generally be available within eight (8) business days from the day of deposit. CES Credit Union may make such funds available sooner 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 CES, in its sole discretion, deems relevant.
 8. **Disposal of Transmitted Items.** You agree to securely store each original check. Once you confirm your check has been deposited, mark the item "VOID" and retain for your records or destroy the item or otherwise render it incapable of further transmission, deposit, or presentment. CES Credit Union will retain a digital copy of deposited item(s), retrievable through CES Credit Union's corporate credit union.

9. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day with a maximum dollar limit per item of \$2,000.00. The current daily limit on the number of items which can be presented is ten (10). The current monthly dollar limit is \$20,000 per calendar month. The current monthly limit on the number of items which can be presented is thirty (30) per calendar month. We reserve the right to change these limits at any time without prior notice to you.
10. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in CES Credit Union's sole discretion subject to the Member Services Agreement governing your account.
11. **Errors.** You agree to notify CES Credit Union of any suspected errors regarding items deposited through the MDC service right away, and in no event later than sixty (60) days after the applicable CES Credit Union account statement is sent. Unless you notify CES Credit Union within sixty (60) days, such statement regarding all deposits made through the MDC service shall be deemed correct, and you are prohibited from bringing a claim against CES Credit Union for such alleged error.
12. **Errors in Transmission.** By using the MDC service you accept the risk that an item may be intercepted or misdirected during transmission. CES Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
13. **Image Quality.** The image of an item transmitted to CES Credit Union using the MDC service must be legible, as determined in the sole discretion of CES. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by CES Credit Union, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
14. **User Warranties and Indemnification.** You warrant to CES Credit Union that:

- You are at least 18 years of age.
- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to CES Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to CES Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless CES Credit Union from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, and expenses arising from your use of the Services and or breach of this Disclosure and Agreement. You understand and agree this paragraph shall survive the termination of this Agreement.

15. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
16. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the MDC service for any unauthorized or illegal purposes or you use the MDC service in a manner inconsistent with the terms of your Member Services Agreement or any other Agreement with us.
17. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
18. **Ownership & License.** You agree that CES Credit Union retains all ownership and proprietary rights in the MDC service, associated content, technology, and website(s). Your use of the MDC service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the MDC service. Without limiting the restriction of the foregoing, you may not use the MDC service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CES Credit Union's business interest, or (iii) to CES Credit Union's actual or potential economic disadvantage in any aspect. You may use the MDC service in accordance with this Agreement. 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 MDC service.
19. **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 State of Ohio, 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 State of Ohio.
20. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE MDC SERVICE 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 MDC SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MDC SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE MDC SERVICE OR TECHNOLOGY WILL BE CORRECTED.
21. **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 MDC SERVICE 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 MDC SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CES CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.